

FRUITLAND PARK CITY COMMISSION REGULAR MEETING AGENDA

September 27, 2018 (Third Revision 09/26/18, 1:30 p.m.)

Community United Methodist Church Sanctuary 309 College Avenue Fruitland Park, FL 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation - Overseer Jerry Kingery, Heritage Community Church

Pledge of Allegiance - Interim Police Chief Erik Luce

2. ROLL CALL

3. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the 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)

- (a) August 2, 2018 special meeting
- (b) August 2, 2018 workshop

4. REGULAR AGENDA

(a) Resolution 2018-060 - LCLC Member-Alternate Appointments (city clerk)

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

(b) Resolution 2018-025 Health Plan and Benefits Cafeteria Plan (city manager/human resources director)

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA ADOPTING THE CITY OF FRUITLAND PARK CAFETERIA PLAN AS AUTHORIZED UNDER SECTION 125 OF THE INTERNAL REVENUE CODE OF 1986; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2018-057 Utility Rate Study Agreement - BESH (city attorney/city manager) (revised)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT OR UTILITY RATE STUDY BETWEEN BESH AND THE CITY OF FRUITLAND PARK RELATING TO WATER, WASTEWATER AND STORMWATER UTILITY RATE STUDIES AND PROJECT ADMINISTRATIVE SERVICES CONCERNING TO SAME; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the September 13, 2018 regular meeting.)

PUBLIC HEARING

(d) First Reading and Public Hearing - Ordinance 2018-018 - Water Rates Increase (city treasurer) (revised)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 50, SECTION 50.30(A), (B), (D), OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WATER RATES BASED ON THE CPI; TO BE EFFECTIVE OCTOBER 1, 2018; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on October 11, 2018.)

(e) Resolution 2018-051 IC International Car Wash - Site Plan - Petitioner: Fruitland Park Holdings LLC (city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF A CARWASH FACILITY LOCATED ON U.S. HIGHWAY 441/17 WITH ADDITIONAL ACCESS ON S. DIXIE AVENUE IN FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE

(f) Resolution 2018-061 Village Park (aka Westminster Pine Ridge) Phase II - Roadway and Utility Development - Site Plan: Petitioner: Presbyterian Retirement Communities, Inc. (city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF AN ENTRANCE ROAD TO THE VILLAGE PARK DEVELOPMENT LOCATED ON CR466A IN FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

- (g) Second Reading and Public Hearing Resolution 2018-058 FY 2018-019 Budget Final Millage Rate (city treasurer) (revised)

 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A FINAL OPERATING MILLAGE RATE OF 3.9134 3.9863

 LEVYING OF AD VALOREM TAXES FOR LAKE COUNTY FOR FISCAL YEAR 2018-2019; PROVIDING FOR AN EFFECTIVE DATE.
- (h) Second Reading and Public Hearing Resolution 2018-059 FY 2018-019 Budget Final Adoption (city treasurer) (revised)

 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2018-2019; PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

- 5. OFFICERS' REPORTS
 - (a) City Manager
 - (b) City Attorney
- 6. 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.

7. COMMISSIONERS' COMMENTS

- (a) Commissioner Ranize
- (b) Commissioner Lewis
- (c) Commissioner Bell
- (d) Vice Mayor Gunter, Jr.
- 8. MAYOR'S COMMENTS

9. ADJOURNMENT

DATES TO REMEMBER (revised)

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

October 3, 2018, Lake County League of Cities (LCLC) *Sponsor's Night*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 6:00 p.m.

October 11, 2018, City Commission Regular at 6:00 p.m.

October 12, 2018, LCLC Fertilizer Ordinance Presentation, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

October 12, 2018, LCLC Fertilizer Ordinance Presentation, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

October 12, 2018, Movie on the Lawn, Hod, City Hall Lawn at 7:00 p.m.

October 20, 2018, Trick or Trot 5k Family Fun Run, Fruitland Park Elementary School, 304 West Fountain Street, Fruitland Park, Florida at 8:00 a.m.

October 24, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.

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

October 31, 2018, Halloween at 6:00 p.m.

November 3, 2018, Government Day, Dwight D. Eisenhower Recreation Center, The Villages, Florida 32163 at 9:00 a.m.

November 5, 2018, Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, FL 32778 at 3:30 p.m.

November 6, 2018, General Elections at 7:00 am

November 8, 2018, City Commission Regular

November 12, 2018, Veterans Day (November 11, 2018) - City Hall Closed

November 16, 2018, LCLC *Election of Officers*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m. TBD

November 22, 2018, City Commission Regular - CANCELLED

November 22, 2018 - Thanksgiving Day - City Hall Closed

November 23, 2018 - Day After Thanksgiving - City Hall Closed

December 7, 2018, Hometown Christmas at 5:30 p.m.

December 13, 2018, City Commission Regular

December 14, 2018, LCLC Year-End Wrap-up, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m. TBD

December 24, 2018, Christmas Eve - City Hall Closed

December 25, 2018, Christmas Day - City Hall Closed

December 27, 2018, City Commission Regular - CANCELLED

January 1, 2019, New Year's Day - City Hall Closed

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

3ab

CONSENT AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Draft Minut	es				
For the Meeting of:	September 27, 2018					
Submitted by:	City Clerk					
Date Submitted:	September 24, 2018					
Are Funds Required:		Yes		(No		
Account Number:	N/A					
Amount Required:	N/A					
Balance Remaining:	N/A					
Attachments:	Yes					
item separately and vote. Approval (a) August 2, 2018 special minut (b) August 2, 2018 workshop mi Action to be Taken: Approval						
Staff's Recommendation: Appro	val, if there ar	re no correction	ns or amendment	īs.		
Additional Comments:						
iewed by:City Manager						
ithorized to be placed on the con	sent agenda: ˌ		layor			

FRUITLAND PARK CITY COMMISSION SPECIAL MEETING MINUTES August 2, 2018

A special meeting of the City of Fruitland City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, August 2, 2018 at 6:00 p.m.

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

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; District One Commissioner-Elect Patrick DeGrave, District Two Candidate Fred Collins; Police Chief Michael Fewless, Captain Erik Luce; Interim Fire Chief Don Gilpin; Deputy Chief Tim Yoder and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Captain Luce gave the invocation and Chief Fewless led in the Pledge of Allegiance to the Flag.

2. ROLL CALL

After Mayor Cheshire called the meeting to order at 6:00 p.m. and requested that Ms. Coulson call the roll, where a quorum was declared present, he announced the decorum for this evening's meeting.

3. SCHOOL SAFETY

Mr. La Venia recalled the discussions held at the July 25, 2018 special meeting identifying the funding source for a school resource officer (SRO) and relayed his comments identifying the number of officers in the proposed FY 2017-18 budget which would adequately cover the cost for said officer.

Vice Mayor Gunter gave comparisons of other local governments' provision of SROs; questioned the city's delivery of same and relayed the approach by residents in The Villages of Fruitland Park recognizing the number of retired law enforcement officers who would be willing to work part time.

In response Chief Fewless addressed the need for the SRO to be at the school for nine months out of the year. In recognizing the current vacant law enforcement position, he outlined his standards when retaining officers, mentioned the SRO's duties and addressed the police department's requirements. However, he addressed his willingness to meet with Fruitland Park Elementary School Principal Ms. Tammy Langley to discuss the SRO's assignments, the school's provisions and the SRO's expectations.

In recognizing that the city does not have reserves or the funds to retain an SRO, Commissioner Lewis suggested that Mr. La Venia be directed to utilize an existing law enforcement officer, as management of risk, from the budget

Commissioner Ranize described reasons why the current law enforcement officers could not be used and suggested utilizing the available police department vehicle for the SRO's use for one year. He noted that based on the outcome of the passage of the referendum for the 2019 tax, more funds to make up the difference can be anticipated. Commissioner Ranize identified the 2009 blue Dodge Charger Pursuit police vehicle which could be used by the SRO.

After discussion, Mayor Cheshire pointed out the city commission's consensus at its July 25, 2018 special meeting to identify in its FY 2018-19 budget the funding of the SRO at Fruitland Park Elementary School.

Following further discussion, Chief Fewless confirmed, in the affirmative to Mayor Cheshire's inquiry, that with the \$40,000 allocated in the FY 2018-19 budget, the 2.25 law enforcement officers and the use of the Dodge Charger, an SRO would be feasible.

A motion was made by Commissioner Ranize and seconded by Commissioner Lewis that the city commission proceed in accepting the Lake County School District Superintendent's request and authorize the additional funding in the FY 2018-19 budget earmarked for the School Resource Officer at Fruitland Park Elementary School.

In answer to Vice Mayor Gunter's statements recognizing the need for a law enforcement officer for the months leading up to October 1, 2018, Mr. La Venia confirmed that funding is available.

Chief Fewless acknowledged the limited budget, the need to train the SRO after August 13, 2018, and that an officer would be available prior to the commencement of school.

Following further discussion, Mayor Cheshire recalled the city commission's request at its January 10, 2013 regular meeting – the aftermath of the December 14, 2012 Sandy Hook Elementary School shooting – on the cost to place an officer at the Fruitland Park Elementary school for the remainder of the year, if one is not placed by the county. He recognized that the individual was not an SRO; thus, he believed, at this time, that the SRO would not need to be fully trained as someone else is available for a time.

Mayor Cheshire requested that the city clerk call the roll on the motion and it was declared unanimous carried.

4. PUBLIC COMMENTS

After Ms. Manijeh Badiozamani, The Villages of Fruitland Park resident, voiced her support of the city commission's efforts for the community and following her suggestion on the expectations of the SRO prior to hiring, Mayor Cheshire alluded to Chief Fewless' earlier remarks on his plan to meet with Ms. Langley.

5. OTHER BUSINESS

There was no other business to come before the city commission.

6. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

Commissioner Ranize stated that he had no comments at this time.

(b) Commissioner Lewis

Commissioner Lewis commended the city commission on the method which worked.

(c) Commissioner Bell

Commissioner Bell addressed the potential of reviewing least expensive options with other governmental entities in 2019.

(d) Vice Mayor Gunter, Jr.

Vice Mayor Gunter stated that he has no comments at this time.

7. MAYOR'S COMMENTS

Mayor Cheshire had no comments to address at this time.

8. ADJOURNMENT

On motion made and seconded, the meeting adjourned at 6:30 p.m.

The minutes were approved at the September 27, 2018 meeting.

Signed	Signed
Esther B. Coulson, City Clerk	Chris Cheshire, Mayor

FRUITLAND PARK CITY COMMISSION WORKSHOP MEETING MINUTES August 2, 2018

A workshop meeting of the City of Fruitland City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, August 2, 2018 at 6:00 p.m.

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

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; District One Commissioner-Elect Patrick DeGrave, District Two Candidate Fred Collins; Police Chief Michael Fewless, Captain Erik Luce; Interim Fire Chief Don Gilpin; Deputy Chief Tim Yoder, Fire Department, Community Development Director Tracy Kelley and City Clerk Esther B. Coulson.

1. CALL TO ORDER

Mayor Cheshire called the meeting to order at 6:35 p.m.,

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll.

3. LAND DEVELOPMENT REGULATIONS

Mayor Cheshire relayed Ms. Kelley's recent communications with him on the way the city commission is reviewing the Land Development Regulations (LDRs) and expressed preference with her suggestion.

Ms. Kelley conveyed her suggestions made to Mr. La Venia on July 31, 2018 that after working LPG Urban and Regional Planners Inc., her preference for the city commission to hold at a future date a workshop to review the complete revisions to the entire LDRs and requested that same be included in the community development department's budget for FY 2018-19.

In response to Vice Mayor Gunter's inquiry, Ms. Geraci-Carver described Municode's® codification procedures relating to the city commission's adoption of the LDRs and the opportunity that would be available to allow for public access.

Mr. La Venia recalled previous discussions held with Mses. Kelley and Coulson regarding the existing conflicts in the LDRs and the code of ordinances which need to be addressed.

Mr. Greg Beliveau, LPG Urban and Regional Planners Inc., addressed the current problems including development and the approval of plans; recognized the difficulty in enforcing same and noted the LDRs origination in 1992.

After discussion, Mr. Beliveau recognized the city commission's review of previous chapters under the LDRs and the directions received. He addressed the plan to review

Chapter 164, Landscape Requirements and Tree Protection (Buffers and Uses) at this evening's meeting and provide in advance the LDRs for review in its entirety at a future city commission meeting.

After much discussion and by unanimous consent, the city commission accepted staff's recommendation to review Chapter 164, Landscape Requirements and Tree Protection (Buffers and Uses) on this evening's agenda and for staff to submit in advance the Land Development Regulations in its entirety, including the following items, at a future date:

- Chapter 154, Zoning Regulations
- Chapter 155, Conditional Uses and Special Exceptions
- Chapter 156, Miscellaneous Regulations
- Chapter 157, Subdivisions and Plats

- Chapter 164, Landscape Requirements and Tree Protection (Buffers and Uses)

Mr. La Venia addressed the need for the city to accommodate the provisions under St. Johns River Water Management District's (SJRWMD's) waterwise landscaping project recognizing that forthcoming new developments relating to water conservation to be a key factor.

Mr. Beliveau referred to subsection 164.030:b), buffer landscaping; reviewed the buffer requirements from the chart and identified the site zoning and buffer width. He explained that the city is one of the few which does not address buffers between various zoning classifications; indicated that there is no differentiation on how to mitigate the use next to a single-family residence and noted that the city's buffers are the same regardless of their location and adjacent zoning. Mr. Beliveau recognized similar local governments' charts featuring buffer requirements for General Commercial (C-2) adjacent to Single-Family Low Density Residential (R-1) that are larger which protect single-family neighborhoods.

Mr. Beliveau addressed his desire add to the buffer requirements chart the reduction of the city's buffer widths from 15' to 10. He confirmed that he is not altering the landscape types due to the reasons Mr. La Venia mentioned which have been reviewed according to the city's consumptive use permits (CUP); thus, Lake County utilizes same as its best management practice.

Mr. Beliveau pointed out section 164.050, tree requirements and addressed the necessity, when constructing in a new subdivision, for all new single-family lots to have a minimum of three planted canopy trees. He referred to section 164.060, exemptions citing that single-family owners of homes and duplexes are exempt; recognized that almost all landscape codes exempt single family and duplex lot owners from requiring a tree removal permit in advance to remove trees from their properties and noted the confusion by giving an historical overview where property owners had the right to remove their trees on their lots. Mr. Beliveau suggested, if it is acceptable

by the city commission, that the provision which applies to single-family property owners, be left alone.

Ms. Kelley cited subsection 164.090:b)6), exemptions: Any tree which is diseased or has been destroyed or damaged beyond saving . . . which can be removed without requiring a tree removal permit; however, she suggested the need to provide verification certified by an arborist or landscape architect expert.

After discussion, Mr. Beliveau identified the provision not applying to commercially-oriented vacant lots of two or three acres and lots getting ready for development.

In response to Commissioner Ranize' inquiry, Mr. Beliveau confirmed that removing trees leaning towards another property would fall under the exemption category as it is deemed as a potentially dangerous tree.

Mr. Beliveau pointed out the suggestion made by Ms. Kelley under subsection 164.090:c)3), criteria for issuance whereby utility workers are exempt as they do not require a tree removal permit due to the removal of trees in the right-of-way (ROW) and pointed out the exemption for operating utility companies.

After requesting the city's guidance on historical trees, Mr. Beliveau recognized that specimen trees are not to be disturbed. He explained that the city commission was supposed to retain someone to review, determine and identify the historical and specimen trees which has never been carried out in almost 25 years. He addressed the criteria provided by LPG, once complete, to ensuring that the trees meet the qualification requirements. He addressed the need to fulfil the void and recognized that developers working around it noting the recent removal of trees in the city.

Mr. Beliveau referred to the city's low tree replacement policy on the total of trees removed; addressed the city commission possibility of exploring a better replacement canopy for commercial properties, and if the 25 percent replacement is preferred, he felt that provision could remain -- subsection 164.040:c)6)A, general replacement requirements which is not what The Villages are implementing.

In response to Mayor Cheshire's question and by unanimous consent, the city commission accepted LPG Urban Planners Inc.'s suggestion that the canopy trees are to be more than six inches diameter breast height.

Following much discussion, Mr. Beliveau pointed out Section 164.080: Installation and Maintenance and relayed Ms. Kelley's recognition on the emphasis placed on the requirements for irrigation versus the foliage.

Mr. Beliveau addressed the proposed languages posed by LPG for subsection 164.090: c)6)F), maintenance, to be stringent by sending the code enforcement staff to ensure that upon issuance of the certificate of occupancy for single family homes and for all commercial and industrial project developments (according to the plans

presented), that replacement trees required by the developer remain and are maintained in good condition within one year.

After Commissioner Lewis pointed out the popularity of the laura pedlum shrub which is not included under Subsection 164.040:a)3), shrubs, Mr. Beliveau voiced his concurrence with Commissioner Bell's statements on the guidelines governed by SJRWMD depending on the location for the plant. Mr. Beliveau identified, in response to Mayor Cheshire's inquiry, the planting guidelines from SJRWMD's waterwise plant and the Florida-Friendly plant databases.

After discussion, Mr. Beliveau indicated that laura pedlum is not listed under the respective subsection.

Commissioner Bell pointed out the canopy trees located over the roadway on Berckman Street; referred to the removal provisions under Tree Protection Landscape Ordinance 2008-015 considered at the September 11, 2008 discussions on the replacement of same and questioned the outcome of same.

Mr. Beliveau explained, in response to Commissioner Bell's inquiry, that the option of including the canopy as some of the streets are historical, that it would be elective on the city as the trees would be on the city's ROW which could be utilized in its case within the Community Redevelopment Agency (CRA) using CRA funds. Mr. Beliveau cautioned the city with the trees' root system in contact with the underground utility lines and the overhead powerlines touching down on to the trees.

Following some discussion, Mayor Cheshire and Commissioner Bell expressed their preference for the canopy whereby Commissioner Bell suggested that certain city streets with canopy ought to be identified and a determination made on maintaining them.

Mr. Beliveau indicated that such identification is not required in the LDRs and if that is the city commission's desire to pursue, that he be informed him he has the ability for LDR's landscape architect to conduct a research and establish a pre-paid program, as part of the commission's budgetary process where a department would be designated (such as public works) to review what has been implemented underground.

4. OTHER BUSINESS

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

5. ADJOURNMENT

The meeting adjourned at 7:27 p.m.

The minutes were approved at the September 27, 2018 meeting.					
Signed	Signed				
Esther B. Coulson, City Clerk	Chris Cheshire, Mayor				



AGENDA ITEM NUMBER **4a**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2	018-060 Lake Co	ounty League of	Cities' Appointments	
For the Meeting of:	September 27, 2018				
Submitted by:	City Clerk				
Date Submitted:	September 14, 2018				
Are Funds Required:	Yes X No				
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Items: The LCLC's by-laws provides the official or staff member to serve	_		icial to serve as	director and one elected	
The LCLC's by-laws provides the	as alternate d	irector.	icial to serve as	director and one electe	
The LCLC's by-laws provides the official or staff member to serve	as alternate d	irector.	icial to serve as	director and one elected	
The LCLC's by-laws provides the official or staff member to serve Action to be Taken: Adopt Reso	as alternate d	irector.	icial to serve as	director and one elected	
The LCLC's by-laws provides the official or staff member to serve Action to be Taken: Adopt Reso Staff's Recommendation:	as alternate d	irector.	icial to serve as	director and one elected	

RESOLUTION 2018-060

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

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

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

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

- 1. Chris Bell is hereby appointed to serve as director to the Lake County League of Cities, Inc. His term will commence December 31, 2018 and expire December 31, 2019, unless sooner terminated.
- 2. John Gunter is hereby appointed to serve as alternate director to the Lake County League of Cities, Inc. His term will commence December 31, 2018 and expire December 31, 2019, unless sooner terminated.
- 3. This resolution shall take effect upon its adoption by the City Commission of the City of Fruitland Park, Florida.

APPROVED this 27th day of September, 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
Estilet B. Courson, City Clerk

Commissioner Bell	(Yes),	(No),	(Abstained),	(Absent)
Vice Mayor Gunter	(Yes),	(No),		
Commissioner Lewis	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Ranize	(Yes),	(No),	(Abstained),	(Absent)
Mayor Cheshire	(Yes),	(No),	(Abstained),	(Absent)
Approved as to form an	nd legality:			
Anita Geraci-Carver, C	ity Attorney			

Board of Director Appointment

(Please provide complete information requested below)

The By-Laws of the Lake County League of Cities provides that each member may designate one (1) <u>elected official</u> to serve as the Director, and that Director shall exercise that member city's vote on the Board of Directors.

Member City's Appointm	nent as a Director
Name:	
Title:	
Address:	
Daytime Telephone:	
Fax #	
E-Mail Address	
E-IVIAII AUUI ess	
elected official or staff me	County League of Cities provides that each member may designate one (1) ember to serve as an Alternate Director, and that Alternate Director shall 's vote on the Board of Directors in the absence of the Director.
Member City's Appointm	nent as an Alternate Director
Name:	
Title:	
Address:	
riadrood.	
Daytime Telephone:	
Fax #	
E-Mail Address	
L-Iviali Address	
Preferred Staff Contact	
Name:	
Title:	*
Address:	
Daytime Telephone:	
Fax #	

E-Mail Address

- Section 3. The quorum for any meeting of the League, or of any of its committees or boards, shall be a majority of the relevant members.
- Section 4. The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the League in all cases to which they are applicable, and in which they are not inconsistent with the articles of incorporation, these bylaws, or any special rules of order which the League may adopt.

Article V. Directors.

- Section 1. The business of the League shall be transacted by a Board of Directors representing cities whose dues are paid and in good standing.
- Section 2. Each member city shall have one (1) vote on the Board of Directors. By action of their governing body, each member city may designate one (1) elected official to serve as the Director, and that Director shall exercise that member city's vote on the Board of Directors.
- Section 3. By action of their governing body, each member city may designate one (1) Alternate Director, who may exercise that member city's vote on the Board of Directors in the absence of the Director. The Alternate Director may be either an elected official or a staff member of that city.
- Section 4. Actions taken by the Board of Directors shall be by majority vote of those present and voting. The amounts of dues shall be established by a majority of the entire Board.
- Section 5. Dues shall be assessed on a fiscal year basis and shall be due and payable not later than October 1.
- Section 6. It shall be the responsibility of the Board of Directors to secure the services of a competent auditor to review the financial records of the League.

Article VI. Officers.

- Section 1. All officers of the Lake County League of Cities, Inc., shall be duly elected officials of the city they represent.
- Section 2. The officers of the League shall be a President, First Vice President and a Second Vice President, who shall be chosen from among the members of the Board of Directors. The Board of Directors may provide for appointment of other officers if necessary.



AGENDA ITEM NUMBER **4b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-025 Health Plan and Benefits Cafeteria Plan s					
For the Meeting of:	September 27, 2018					
Submitted by:	City Clerk					
Date Submitted:	September 14, 2018					
Are Funds Required:	Yes X No					
Account Number:	N/A					
Amount Required:	N/A					
Balance Remaining:	N/A					
Attachments:	Yes					
Astion to be Taken: Adent Dece	lution 2018-03					
Action to be Taken: Adopt Reso	10110112010-02	25				
Staff's Recommendation:	1011011 2018-02	25				
	1011 2018-02	25				
Staff's Recommendation:		25				

RESOLUTION 2018-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, THE CITY OF FRUITLAND PARK CAFETERIA PLAN AS AUTHORIZED UNDER SECTION 125 OF THE INTERNAL REVENUE CODE OF 1986; PROVIDING FOR AN EFFECTIVE DATE. ADOPTING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of Fruitland Park, Florida held its regularly scheduled commission meeting on September 13, 2018 to implement the city's Flexible Benefits Cafeteria Plan; and

WHEREAS, the city commission desires to adopt a Flexible Benefits Cafeteria Plan as authorized under Section 125 of the Internal Revenue Code of 1986; and

WHEREAS, the plan year shall be for a period beginning on October 1, 2018 and ending on September 30, 2019; and

WHEREAS, the City of Fruitland Park shall contribute to the plan amounts sufficient to meet its obligation under the cafeteria plan, in accordance with the terms of the plan document and shall notify the plan administrator to which periods said contributions shall be applied;

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

- Section 1. The Flexible Benefits Cafeteria Plan is adopted and approved September 13, 2018; as set forth in Exhibits "A" Cafeteria Plan Document and "B" Summary Cafeteria Plan Description attached hereto.
- Section 2. The proper officers of the city are hereby authorized and directed to execute and deliver to the plan administrator one or more copies of the plan;
- Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 30th day of August, 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 l	legality:			
Anita Geraci-Carver				
City Attorney				

THE CITY OF FRUITLAND PARK CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION

Introduction

City of Fruitland Park sponsors the City of Fruitland Park Cafeteria Plan (the "Cafeteria Plan") that allows eligible Employees to choose from a menu of different benefits paid for with pre-tax dollars. (Such plans are also commonly known as "salary reduction plans" or "Section 125 plans").

This Summary Plan Description ("SPD") describes the basic features of the Cafeteria Plan, how it generally operates and how Employees can gain the maximum advantage from it.

PLEASE NOTE: This SPD is for general informational purposes only. It does not describe every detail of the Cafeteria Plan. If there is a conflict between the Cafeteria Plan documents and this SPD, then the Cafeteria Plan documents will control.

Cafeteria Plan

CAF Q-1. How do I pay for City of Fruitland Park benefits on a pre-tax basis?

When you first become eligible for the Plan, you may elect to pay for benefits on a pre-tax basis by entering an election with the Employer. At the Employer's option, this may be done with a traditional "paper" salary reduction agreement or it may be done in electronic form. Whatever medium is used, it shall be referred to as a Salary Reduction Agreement for purposes of this SPD.

BE ADVISED: Your Employer uses a rolling or "evergreen" election procedure for this Plan. This means you will automatically maintain the same benefits at the same level from Plan Year to Plan Year unless you indicate that you wish to do something differently during the Open Enrollment Period. Please be sure to review your benefits during the Open Enrollment Period to ensure that they meet your anticipated needs.

When you pay for benefits on a pre-tax basis, you reduce your salary to pay for your share of the cost of coverage with pretax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes.");

<u>Example CAF Q-1(a)</u>: Sally is paid an annual salary of \$30,000. Sally elects to pay for \$2,000 worth of benefits for the Plan Year on a pre-tax basis. By doing so, she is electing to reduce her salary, and therefore also her taxable income, by \$2,000 for the year to \$28,000.

From then on, you must pay contributions for such coverage by having that portion deducted from each paycheck on a pretax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

<u>Example CAF Q-1(b)</u>: Using the same facts from Example Q-1(a), suppose Sally is paid 26 times a year (bi-weekly). Because she has elected \$2,000 in benefits, she will have \$76.92 deducted from each paycheck for the year (\$2,000 divided by 26 paychecks equals \$76.92).

CAF Q-2. What benefits may be elected under the Cafeteria Plan?

The Cafeteria Plan includes the following benefit plans:

The Premium Payment Component permits an Employee to pay for his or her share of contributions for insurance plans with pretax dollars. Under the City of Fruitland Park Cafeteria Plan, these benefits may include:

- * Accident
- * Accidental Death & Dismemberment
- * Bridge
- * Dental
- * HSA
- * Group Term Life
- * Hospital Indemnity
- * Specific Disease or Condition
- * Medical
- * Vision

If you select any or all of these benefits, you will likely pay all or some of the contributions; the Employer may contribute some or no portion of them. The applicable amounts will be described in documents furnished separately to you as necessary from time to time.

The Employer may at its own discretion offer cash in lieu of benefits for participants who do not choose benefits. If the Employer does choose this option, participants will be informed through other communications.

CAF Q-3. Who can participate in the Cafeteria Plan?

Employees who are working 30 Hours hours per week or more are eligible to participate in the Cafeteria Plan following 60 days of employment with the Employer, provided that the election procedures in CAF Q-5 are followed.

An "Employee" is any individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll.

Please note: "Employee" does not include the following:

- (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer;
- (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer;
- (c) ***RESERVED***;
- (d) any individual considered "self-employed" by the IRS because of an ownership interest in City of Fruitland Park;

CAF Q-4. What tax savings are possible under the Cafeteria Plan?

You may save both federal income tax and FICA (Social Security/Medicare) taxes by participating in the City of Fruitland Park Cafeteria Plan.

Example CAF Q4(a): Suppose Sally pays 15% in federal income taxes for the year. With an annual salary of \$30,000, that could mean as much as \$4,500 in federal income taxes, plus \$2,295 in FICA taxes (calculated at 7.65% of income). But by electing \$2,000 of cafeteria plan benefits for the year, Sally lowers her income by \$2,000, meaning she is only taxed on \$28,000. This comes out to \$4,200 in income tax plus \$2,142 in FICA tax. That's a \$453 tax savings for the year.

(**Caution**: This example is intended to illustrate the general effect of "pre-taxing" benefits through a cafeteria plan. It does not take into account the effects of filing status, tax exemptions, tax deductions and other factors affecting tax liability. Furthermore, the amount of the contributions used in this example is not meant to reflect your actual contributions. It is also not intended to reflect specifically upon your particular tax situation. You are encouraged to consult with your accountant or other professional tax advisor with regard to your particular tax situation, especially with regard to state and local taxes.)

CAF Q-5. When does participation begin and end in the Cafeteria Plan?

After you satisfy the eligibility requirements, you can become a Participant on the first day of the next calendar month by electing benefits in a manner such as described in CAF Q-1. An eligible Employee who does not elect benefits will not be able to elect any benefits under the Cafeteria Plan until the next Open Enrollment Period (unless a "Change in Election Event" occurs, as explained in CAF Q-7).

An Employee continues to participate in the Cafeteria Plan until (a) termination of the Cafeteria Plan; or (b) the date on which the Participant ceases to be an eligible Employee (because of retirement, termination of employment, layoff, reduction of hours, or any other reason). However, for purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-8 and CAF Q-12 for more information about this as information about how termination of participation affects your Benefits.

CAF Q-6. What is meant by "Open Enrollment Period" and "Plan Year"?

The "Open Enrollment Period" is the period during which you have an opportunity to participate under the Cafeteria Plan by electing to do so. (See Q-5.) You will be notified of the timing and duration of the Open Enrollment Period, which for any new Plan Year generally will occur during the guarter preceding the new Plan Year.

The Plan Year for the City of Fruitland Park Cafeteria Plan is the period beginning on 10/1/2018 and ending on 9/30/2019.

CAF Q-7. Can I change my elections under the Cafeteria Plan during the Plan Year?

Except in the case of HSA elections, you generally cannot change your election to participate in the Cafeteria Plan or vary the salary reduction amounts that you have selected during the Plan Year (this is known as the "irrevocability rule"). Of course, you can change your elections for benefits and salary reductions during the Open Enrollment Period, but those election changes will apply only for the following Plan Year.

However, there are several important exceptions to the irrevocability rule, many of which have to do with events in your personal or professional life that may occur during the Plan Year.

Here are the exceptions to the irrevocability rule:

1. Leaves of Absence

You may change an election under the Cafeteria Plan upon FMLA and non-FMLA leave only as described in CAF Q-14.

2. Change in Status.

If one or more of the following Changes in Status occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described in item 3 below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations:

- a change in your legal marital status (such as marriage, death of a Spouse, divorce, legal separation, or annulment);
- a change in the number of your Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
- any of the following events that change the employment status of you, your Spouse, or your Dependent and that affect benefits eligibility under a cafeteria plan (including this Cafeteria Plan) or other employee benefit plan of you, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; switching from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa); incurring a reduction or increase in hours of employment; or any other similar change that makes the individual become (or cease to be) eligible for a particular employee benefit;
- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as an employee's child covered as a dependent by an accident or health plan who turns 27 during the taxable year); or
- a change in your, your Spouse's, or your Dependent's place of residence.

3. Change in Status - Other Requirements.

If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage eligibility.

In addition, you must satisfy the following specific requirements in order to alter your election based on that Change in Status:

• Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For Health Insurance Benefits, a special rule governs which type of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent's ceasing to satisfy the eligibility requirements for coverage, you may elect only to cancel the accident or health benefits for the affected Spouse or Dependent. A change in election for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements would fail to correspond with that Change in Status.

However, if you, your Spouse, or your Dependent elects COBRA continuation coverage under the Employer's plan because you ceased to be eligible because of a reduction of hours or because your Dependent ceases to satisfy eligibility requirements for coverage, and if you remain a Participant under the terms of this Cafeteria Plan, then you may in certain circumstances be able to increase your contributions to pay for such coverage. See CAF Q-12.

• Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which you, your Spouse, or your Dependent gains eligibility for coverage under another Employer's cafeteria plan (or qualified benefit plan) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Cafeteria Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other Employer's plan.

- **4. Special Enrollment Rights.** In certain circumstances, enrollment for Health Insurance Benefits may occur outside the Open Enrollment Period, as explained in materials provided to you separately describing the Health Insurance Benefits. When a special enrollment right explained in those separate documents applies to your Medical Insurance Benefits, you may change your election under the Cafeteria Plan to correspond with the special enrollment right. Special enrollments may also be available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.
- **5. Certain Judgments, Decrees, and Orders.** If a judgment, decree, or order from a divorce, separation, annulment, or custody change requires your child (including a foster child who is your Dependent) to be covered under the Health Insurance Benefits, you may change your election to provide coverage for the child. If the order requires that another individual (such as your former Spouse) cover the child, then you may change your election to revoke coverage for the child, provided that such coverage is, in fact, provided for the child.
- **6. Medicare or Medicaid.** If you, your Spouse, or your Dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid, then you may reduce or cancel that person's accident or health coverage under the Medical Insurance Plan. Similarly, if you, your Spouse, or your Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to commence or increase that person's accident or health coverage.
- 7. Change in Cost. If the cost charged to you for your Health Insurance Benefits significantly increases during the Plan Year, then you may choose to do any of the following: (a) make a corresponding increase in your contributions; (b) revoke your election and receive coverage under another benefit package option (if any) that provides similar coverage, or elect similar coverage under the plan of your Spouse's employer; or (c) drop your coverage, but only if no other benefit package option provides similar coverage. Coverage under another employer plan, such as the plan of a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.) If the cost of Health Insurance significantly decreases during the Plan Year, then the Plan Administrator may permit the following election changes: (a) if you are enrolled in the benefit package option that has decreased in cost, you may make a corresponding decrease in your contributions; (b) if you are enrolled in another benefit package option (such as the HMO option under the Medical Insurance Plan), you may change your election on a prospective basis to elect the benefit package option that has decreased in cost (such as the PPO option under the Medical Insurance Plan); or (c) if you are otherwise eligible, you may elect the benefit package option.

For insignificant increases or decreases in the cost of benefits, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost.

The Plan Administrator generally will notify you of increases or decreases in the cost of Health Insurance benefits.

- 8. Change in Coverage. You may also change your election if one of the following events occurs:
 - Significant Curtailment of Coverage. If your Health Insurance Benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefit package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally loss of one particular physician in a network does not constitute significant curtailment.) If your Health Insurance Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefit package option that provides similar coverage, elect similar coverage under the plan of your Spouse's employer, or drop coverage, but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage.
 - Addition or Significant Improvement of Cafeteria Plan Option. If the Cafeteria Plan adds a new option or significantly
 improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other
 than the new or improved option to elect the new or improved option. Also, the Plan Administrator may permit eligible
 Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable
 option.
 - Loss of Other Group Health Coverage. You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children's health insurance program or certain Indian tribal programs).
 - Change in Election Under Another Employer Plan. You may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or a plan of your

Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Cafeteria Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan, which it does.

For example, if an election to drop coverage is made by your Spouse during his or her Employer's open enrollment, you may add coverage under the Cafeteria Plan to replace the dropped coverage.

9. Intention or Need to Obtain Coverage though a Marketplace Established under the Affordable Care Act.

You may revoke your Health Insurance Benefits coverage mid-Plan Year if either one of the following applies:

- You are seeking to enroll yourself and any other related individuals in coverage to be obtained through a Marketplace.
- You have experienced a reduction of hours and reasonably expect to be working less than 30 hours for the foreseeable future and will seek coverage to be obtained through a Marketplace.

CAF Q-8. What happens if my employment ends during the Plan Year or I lose eligibility for other reasons?

If your employment with the Employer is terminated during the Plan Year, then your active participation in the Cafeteria Plan will cease and you will not be able to make any more contributions to the Cafeteria Plan for Insurance Benefits.

See CAF Q-12 for information on your right to continued or converted group health coverage after termination of your employment.

For purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-12.

If you are rehired within the same Plan Year and are eligible for the Cafeteria Plan, then you may make new elections, provided that you are rehired more than 30 days after you terminated employment. If you are rehired within 30 days or less during the same Plan Year, then your prior elections will be reinstated.

If you cease to be an eligible Employee for reasons other than termination of employment, such as a reduction of hours, then you must complete the waiting period described in CAF Q-3 before again becoming eligible to participate in the Plan.

CAF Q-9. ***RESERVED***

CAF Q-10. How long will the Cafeteria Plan remain in effect?

Although the Employer expects to maintain the Cafeteria Plan indefinitely, it has the right to amend or terminate all or any part of the Cafeteria Plan at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Cafeteria Plan be amended accordingly.

CAF Q-11. What happens if my claim for benefits is denied?

Insurance Benefits

The applicable insurance company will decide your claim in accordance with its claims procedures. If your claim is denied, you may appeal to the insurance company for a review of the denied claim. If you don't appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing a suit in state or federal court). For more information about how to file a claim and for details regarding the medical insurance company's claims procedures, consult the claims procedure applicable under that plan or policy, as described in the plan document or summary plan description for the Insurance Plan.

Appeals.

If your claim is denied in whole or part, then you (or your authorized representative) may request review upon written application to the "Committee" (the Benefits Committee that acts on behalf of the Plan Administrator with respect to appeals). Your appeal must be made in writing within 180 days after your receipt of the notice that the claim was denied. If you do not appeal on time, you will lose the right to appeal the denial and the right to file suit in court. Your written appeal should state the reasons that you feel your claim should not have been denied. It should include any additional facts and/or documents that you feel support your claim. You will have the opportunity to ask additional questions and make written comments, and you may review (upon request and at no charge) documents and other information relevant to your appeal.

Decision on Review.

Your appeal will be reviewed and decided by the Committee or other entity designated in the Plan in a reasonable time not later than 60 days after the Committee receives your request for review. The Committee may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with your appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of a medical expert consulted in connection with your appeal will be provided. If the decision on review affirms the initial denial of your claim, you will be furnished with a notice of adverse benefit determination on review setting forth:

- the specific reason(s) for the decision on review;
- the specific Plan provision(s) on which the decision is based;
- a statement of your right to review (upon request and at no charge) relevant documents and other information;
- if an internal rule, guideline, protocol, or other similar criterion is relied on in making the decision on review, then a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request;

CAF Q-12. What is "Continuation Coverage" and how does it work?

COBRA

If you have elect Health Insurance Benefits under this Plan, you may have certain rights to the continuation of such benefits after a "Qualifying Event" (e.g., a termination of employment). See Appendix B of this SPD for a detailed description of your rights to "continuation coverage" under COBRA.

USERRA

Continuation and reinstatement rights may also be available if you are absent from employment due to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). More information about coverage under USERRA is available from the Plan Administrator.

CAF Q-13. How will participating in the Cafeteria Plan affect my Social Security and other benefits?

Participating in the Cafeteria Plan will reduce the amount of your taxable income, which may result in a decrease in your Social Security benefits and/or other benefits which are based on taxable income. However, the tax savings that you realize through Cafeteria Plan participation will often more than offset any reduction in other benefits. If you are still unsure, you are encouraged to consult with your accountant or other tax advisor.

CAF Q-14. How do leaves of absence (such as under FMLA) affect my benefits?

FMLA Leaves of Absence.

If the Employer is subject to the federal Family and Medical Leave Act of 1993 and you go on a qualifying leave under the FMLA, then to the extent required by the FMLA your Employer will continue to maintain your Health Insurance Benefits on the same terms and conditions as if you were still active (that is, your Employer will continue to pay its share of the contributions to the extent that you opt to continue coverage). Your Employer may require you to continue all Medical Insurance Benefits coverage while you are on paid leave (so long as Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, on a pre-tax salary-reduction basis).

If you are going on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) and you opt to continue your Insurance Benefits, then you may pay your share of the contributions in one of three ways: (a) with after-tax dollars while on leave; (b) with pretax dollars to the extent that you receive compensation during the leave, or by pre-paying all or a portion of your share of the contributions for the expected duration of the leave on a pre-tax salary reduction basis out of your pre-leave compensation, including unused sick days and vacation days (to pre-pay in advance, you must make a special election before such compensation normally would be available to you (but note that prepayments with pre-tax dollars may not be used to pay for coverage during the next Plan Year); or (c) by other arrangements agreed upon by you and the Plan Administrator (for example, the Plan Administrator may pay for coverage during the leave and withhold amounts from your compensation upon your return from leave).

If your Employer requires all Participants to continue Insurance Benefits during the unpaid FMLA leave, then you may discontinue paying your share of the required contributions until you return from leave. Upon returning from leave, you must pay your share of any required contributions that you did not pay during the leave. Payment for your share will be withheld from your compensation either on a pre-tax or after-tax basis, depending on what you and the Plan Administrator agree to.

If your Health Insurance coverage ceases while you are on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter such Benefits, as applicable, upon return from such leave on the same basis as when you were

participating in the Plan before the leave or as otherwise required by the FMLA. You may be required to have coverage for such Benefits reinstated so long as coverage for Employees on non-FMLA leave is required to be reinstated upon return from leave.

If you are commencing or returning from FMLA leave, then your election for non-health benefits provided under this Plan, if any, will be treated in the same way as under your Employer's policy for providing such Benefits for Participants on a non-FMLA leave (see below). If that policy permits you to discontinue contributions while on leave, then upon returning from leave you will be required to repay the contributions not paid by you during leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Non-FMLA Leaves of Absence.

If you go on an unpaid leave of absence that does not affect eligibility, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be paid by pre-payment before going on leave, with after-tax contributions while on leave, or with catch-up contributions after the leave ends, as determined by the Plan Administrator. If you go on an unpaid leave that does affect eligibility, then the Change in Status rules will apply.

Premium Payment Benefits

PREM Q-1. What are "Premium Payment Benefits"?

As described in CAF Q-1, if you elect Premium Payment Benefits you will be able to pay for your share of contributions for Insurance Benefits with pre-tax dollars by electing to do so. Because the share of the contributions that you pay will be with pre-tax funds, you may save both federal income taxes and FICA (Social Security) taxes. See Q-4.

PREM Q-2. How are my Premium Payment Benefits paid?

As described in CAF Q-1 and in PREM Q-1, if you select an Insurance Plan described in CAF Q-2, then you may be required to pay a portion of the contributions. When you complete the Election Form/Salary Reduction Agreement, if you elect to pay for benefits on a pre-tax basis you agree to a salary reduction to pay for your share of the cost of coverage (also known as contributions) with pre-tax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes. From then on, you must pay a contribution for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

The Employer may contribute all, some, or no portion of the Premium Payment Benefits that you have selected, as described in documents furnished separately to you from time to time.

Miscellaneous

MISC Q-1

What are my ERISA Rights?

The Cafeteria Plan is not an ERISA welfare benefit plan under the Employee Retirement Income Security Act of 1974 (ERISA). The SPDs of the various benefits components of the Plan will describe your rights under ERISA, if applicable, under that component.

Regardless, a participant in the Cafeteria Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites) all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series)

and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies); and

• Receive a summary of the Plan's annual financial report, if any. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

COBRA and HIPAA Rights. You have a right to continue your Health Insurance Plan coverage for yourself if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

HIPAA Privacy Rights. Under another provision of HIPAA, group health plans are required to take steps to ensure that certain "protected health information" (PHI) is kept confidential. You may receive a separate notice from the Employer (or medical insurers) that outlines its health privacy policies.

Fiduciary Obligations. In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other participants.

No Discrimination. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Right to Review. If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Enforcing Your Rights. Under ERISA, there are steps that you can take to enforce these rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive them, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, then you may file suit in a state or federal court (but only if you have first filed your claim under the Plan's claims procedures and, if applicable, filed a timely appeal of any denial of your claim).

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration

MISC Q-2. What other general information should I know?

This MISC Q-2 contains certain general information that you may need to know about the Plan.

Plan Information

Official Name of the Plan: City of Fruitland Park Cafeteria Plan

Plan Number: 501

Effective Date: 10/1/2018.

Plan Year: 10/1/2018 to 9/30/2019. Your Plan's records are maintained on this period of time

Type of Plan: Welfare plan providing various insurance benefits

Employer/Plan Sponsor Information

Name and Address:

City of Fruitland Park

506 West Berckman Street Fruitland Park, FL 34731 Federal employee tax identification number (EIN): 596031169

Plan Administrator Information

Name, Address, and business telephone number:

City of Fruitland Park

506 West Berckman Street Fruitland Park, FL 34731 Attention: Human Resources Manager Telephone: 3523606727

Agent for Service of Legal Process

The name and address of the Plan's agent for service of legal process is:

City of Fruitland Park

506 West Berckman Street Fruitland Park, FL 34731 Attention: Benefits Committee

Qualified Medical Child Support Order

The Health Insurance Plans will provide benefits as required by any qualified medical child support order (QMCSO), as defined in ERISA § 609(a). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or to less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Appendix A

Affiliated Employers

Appendix B

COBRA CONTINUATION COVERAGE RIGHTS under the City of Fruitland Park Cafeteria Plan (the "Plan")

The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. **PLEASE READ THE FOLLOWING CAREFULLY.**

The City of Fruitland Park Cafeteria Plan has group health insurance components and you may be enrolled in one or more of these components. COBRA (and the description of COBRA coverage contained in this SPD) applies only to the group health plan benefits offered under the Plan and not to any other benefits offered under the Plan or by City of Fruitland Park. The Plan provides no greater COBRA rights than what COBRA requires - nothing in this SPD is intended to expand your rights beyond COBRA's requirements.

What Is COBRA Coverage?

COBRA coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed below in the section entitled "Who Is Entitled to Elect COBRA?"

COBRA coverage may become available to "qualified beneficiaries"

After a qualifying event occurs and any required notice of that event is properly provided to City of Fruitland Park, COBRA coverage must be offered to each person losing Plan coverage who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the Plan is lost because of the qualifying event. (Certain newborns, newly adopted children, and alternate recipients under QMCSOs may also be qualified beneficiaries. This is discussed in more detail in separate paragraphs below.)

Who Is Entitled to Elect COBRA?

We use the pronoun "you" in the following paragraphs regarding COBRA to refer to each person covered under the Plan who is or may become a qualified beneficiary.

Qualifying events for the covered employee

If you are an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because either one of the following qualifying events happens:

- your hours of employment are reduced; or
- your employment ends for any reason other than your gross misconduct.

Qualifying events for the covered spouse

If you are the spouse of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- · your spouse dies;
- your spouse's hours of employment are reduced;
- your spouse's employment ends for any reason other than his or her gross misconduct;
- you become divorced or legally separated from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event for you even though your coverage was reduced or eliminated before the divorce or separation.

Qualifying events for dependent children

If you are the dependent child of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- · your parent-employee dies;
- your parent-employee's hours of employment are reduced;
- your parent-employee's employment ends for any reason other than his or her gross misconduct;

you stop being eligible for coverage under the Plan as a "dependent child."

Electing COBRA after leave under the Family and Medical Leave Act (FMLA)

Under special rules that apply if an employee does not return to work at the end of an FMLA leave, some individuals may be entitled to elect COBRA even if they were not covered under the Plan during the leave. Contact City of Fruitland Park for more information about these special rules.

Special second election period for certain eligible employees who did not elect COBRA

Certain employees and former employees who are eligible for federal trade adjustment assistance (TAA) or alternative trade adjustment assistance (ATAA) are entitled to a second opportunity to elect COBRA for themselves and certain family members (if they did not already elect COBRA) during a special second election period of 60 days or less (but only if the election is made within six months after Plan coverage is lost).

When Is COBRA Coverage Available?

When the qualifying event is the end of employment, reduction of hours of employment, or death of the employee, the Plan will offer COBRA coverage to qualified beneficiaries. You need not notify City of Fruitland Park of any of these qualifying events.

Caution:

You stop being eligible for coverage as dependent child whenever you fail to satisfy any part of the plan's definition of dependent child.

You must notify the plan administrator of certain qualifying events by this deadline

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), a COBRA election will be available to you only if you notify City of Fruitland Park in writing within 60 days after the later of (1) the date of the qualifying event; or (2) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event.

No COBRA election will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Qualifying Event Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to City of Fruitland Park during the 60-day notice period, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.

How to elect COBRA

To elect COBRA, you must complete the Election Form that is part of the Plan's COBRA election notice and mail or hand-deliver it to City of Fruitland Park. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election Form from City of Fruitland Park.

Deadline for COBRA election

If mailed, your election must be postmarked (or if hand-delivered, your election must be received by the individual at the address specified on the Election Form) no later than 60 days after the date of the COBRA election notice provided to you at the time of your qualifying event (or, if later, 60 days after the date that Plan coverage is lost). IF YOU DO NOT SUBMIT A COMPLETED ELECTION FORM BY THIS DUE DATE, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.

Independent election rights

Each qualified beneficiary will have an independent right to elect COBRA.

Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the Plan's COBRA election notice WILL LOSE HIS OR HER RIGHT TO ELECT COBRA COVERAGE.

Special Considerations in Deciding Whether to Elect COBRA

In considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage under the Plan ends because of one of the qualifying events listed above. You will also have the same special enrollment

right at the end of COBRA coverage if you get COBRA coverage for the maximum time available to you.

Length of COBRA Coverage

COBRA coverage is a temporary continuation of coverage. The COBRA coverage periods described below are maximum coverage periods.

COBRA coverage can end before the end of the maximum coverage period for several reasons, which are described in the section below entitled "Termination of COBRA Coverage Before the End of the Maximum Coverage Period."

Death, divorce, legal separation, or child's loss of dependent status

When Plan coverage is lost due to the death of the employee, the covered employee's divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA coverage under the Plan's Medical and Dental components can last for up to a total of 36 months.

If the covered employee becomes entitled to Medicare within 18 months before his or her termination of employment or reduction of hours.

When Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan's Medical and Dental components for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA coverage for his spouse and children who lost coverage as a result of his termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if the covered employee becomes entitled to Medicare within 18 months BEFORE the termination or reduction of hours.

Termination of employment or reduction of hours

Otherwise, when Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, COBRA coverage under the Plan's Medical and Dental components generally can last for only up to a total of 18 months.

Extension of Maximum Coverage Period

If the qualifying event that resulted in your COBRA election was the covered employee's termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify City of Fruitland Park of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage.

Disability extension of COBRA coverage

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify City of Fruitland Park in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was the covered employee's termination of employment or reduction of hours. The disability must have started at some time before the 61st day after the covered employee's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months, as described above). Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

You must notify City of Fruitland Park of a qualified beneficiary's disability by this deadline

The disability extension is available only if you notify City of Fruitland Park in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- the date of the Social Security Administration's disability determination;
- the date of the covered employee's termination of employment or reduction of hours; and
- the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

You must also provide this notice within 18 months after the covered employee's termination of employment or reduction of hours in order to be entitled to a disability extension.

No disability extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Disability Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures."

If these procedures are not followed or if the notice is not provided to City of Fruitland Park during the 60-day notice period and within 18 months after the covered employee's termination of employment or reduction of hours, then there will be no disability extension of COBRA coverage.

Second qualifying event extension of COBRA coverage

An extension of coverage will be available to spouses and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the covered employee's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or legal separation from the covered employee, or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a covered employee becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

You must notify City of Fruitland Park of a second qualifying event by this deadline

This extension due to a second qualifying event is available only if you notify City of Fruitland Park in writing of the second qualifying event within 60 days after the date of the second qualifying event.

No extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Second Qualifying Event Form" (you may obtain a copy of this form from City of Fruitland Park at no charge), and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to City of Fruitland Park during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

Termination of COBRA Coverage Before the End of the Maximum Coverage Period

COBRA coverage will automatically terminate before the end of the maximum period if:

- any required premium is not paid in full on time;
- a qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- the employer ceases to provide any group health plan for its employees; or
- during a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all qualified beneficiaries, not just the disabled qualified beneficiary, will terminate).

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving COBRA coverage (such as fraud).

You must notify City of Fruitland Park if a qualified beneficiary becomes entitled to Medicare or obtains other group health plan coverage

You must notify City of Fruitland Park in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part B, or both) or becomes covered under other group health plan coverage. In addition, if you were already entitled to Medicare before electing COBRA, notify Employer of the date of your Medicare entitlement at the address shown in the section below entitled "Notice Procedures."

You must notify City of Fruitland Park if a qualified beneficiary ceases to be disabled

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify City of Fruitland Park of that fact within 30 days after the Social Security Administration's determination.

Cost of COBRA Coverage

Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102% (or, in the case of an extension of COBRA coverage due to a disability, 150%) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan

participant or beneficiary who is not receiving COBRA coverage. The amount of your COBRA premiums may change from time to time during your period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

Payment for COBRA Coverage

How premium payments must be made

All COBRA premiums must be paid by check. Your first payment and all monthly payments for COBRA coverage must be mailed or hand-delivered to the individual at the payment address specified in the election notice provided to you at the time of your qualifying event. However, if the Plan notifies you of a new address for payment, you must mail or hand-deliver all payments for COBRA coverage to the individual at the address specified in that notice of a new address.

When premium payments are considered to be made

If mailed, your payment is considered to have been made on the date that it is postmarked. If hand-delivered, your payment is considered to have been made when it is received by the individual at the address specified above. You will not be considered to have made any payment by mailing or hand-delivering a check if your check is returned due to insufficient funds or otherwise.

First payment for COBRA coverage

If you elect COBRA, you do not have to send any payment with the Election Form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of your election. (This is the date your Election Form is postmarked, if mailed, or the date your Election Form is received by the individual at the address specified for delivery of the Election Form, if hand-delivered.) See the section above entitled "Electing COBRA Coverage."

Your first payment must cover the cost of COBRA coverage from the time your coverage under the Plan would have otherwise terminated up through the end of the month before the month in which you make your first payment. (For example, Sue's employment terminates on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45th day after the date of her COBRA election.)

You are responsible for making sure that the amount of your first payment is correct. You may contact City of Fruitland Park using the contact information provided below to confirm the correct amount of your first payment. Claims for reimbursement will not be processed and paid until you have elected COBRA and made the first payment for it.

If you do not make your first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under the Plan.

Monthly payments for COBRA coverage

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided to you at the time of your qualifying event. Under the Plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under the Plan will continue for that month without any break. City of Fruitland Park will not send periodic notices of payments due for these coverage periods (that is, we will not send a bill to you for your COBRA coverage - it is your responsibility to pay your COBRA premiums on time).

Grace periods for monthly COBRA premium payments

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. Your COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under the Plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the Plan.

More Information About Individuals Who May Be Qualified Beneficiaries

Children born to or placed for adoption with the covered employee during a period of COBRA coverage

A child born to, adopted by, or placed for adoption with a covered employee during a period of COBRA coverage is

considered to be a qualified beneficiary provided that, if the covered employee is a qualified beneficiary, the covered employee has elected COBRA coverage for himself or herself. The child's COBRA coverage begins when the child is enrolled in the Plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled in the Plan, the child must satisfy the otherwise applicable Plan eligibility requirements (for example, regarding age).

Alternate recipients under QMCSOs

A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by City of Fruitland Park during the covered employee's period of employment with City of Fruitland Park is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

NOTICE PROCEDURES City of Fruitland Park Welfare Benefits Plan (the Plan)

WARNING: If your notice is late or if you do not follow these notice procedures, you and all related qualified beneficiaries will lose the right to elect COBRA (or will lose the right to an extension of COBRA coverage, as applicable).

Notices Must Be Written and Submitted on Plan Forms

Any notice that you provide must be in writing and must be submitted on the Plan's required form (the Plan's required forms are described above in this SPD, and you may obtain copies from City of Fruitland Park without charge). Oral notice, including notice by telephone, is not acceptable. Electronic (including e-mailed or faxed) notices are not acceptable.

How, When, and Where to Send Notices

You must mail or hand-deliver your notice to:

Human Resources Manager

City of Fruitland Park 506 West Berckman Street Fruitland Park FL 34731

However, if a different address for notices to the Plan appears in the Plan's most recent summary plan description, you must mail or hand-deliver your notice to that address (if you do not have a copy of the Plan's most recent summary plan description, you may request one from City of Fruitland Park).

If mailed, your notice must be postmarked no later than the last day of the applicable notice period. If hand-delivered, your notice must be received by the individual at the address specified above no later than the last day of the applicable notice period. (The applicable notice periods are described in the paragraphs above entitled "You must notify the plan administrator of certain qualifying events by this deadline," "You must notify City of Fruitland Park of a qualified beneficiary's disability by this deadline," and "You must notify City of Fruitland Park of a second qualifying event by this deadline.")

Information Required for All Notices

Any notice you provide must include (1) the name of the Plan (City of Fruitland Park Welfare Benefits Plan); (2) the name and address of the employee who is (or was) covered under the Plan; (3) the name(s) and address(es) of all qualified beneficiary(ies) who lost coverage as a result of the qualifying event; (4) the qualifying event and the date it happened; and (5) the certification, signature, name, address, and telephone number of the person providing the notice.

Additional Information Required for Notice of Qualifying Event

If the qualifying event is a divorce or legal separation, your notice must include a copy of the decree of divorce or legal separation. If your coverage is reduced or eliminated and later a divorce or legal separation occurs, and if you are notifying City of Fruitland Park that your Plan coverage was reduced or eliminated in anticipation of the divorce or legal separation, your notice must include evidence satisfactory to City of Fruitland Park that your coverage was reduced or eliminated in anticipation of the divorce or legal separation.

Additional Information Required for Notice of Disability

Any notice of disability that you provide must include (1) the name and address of the disabled qualified beneficiary; (2) the date that the qualified beneficiary became disabled; (3) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (4) the date that the Social Security Administration made its determination; (5) a copy of the Social Security Administration's determination; and (6) a statement whether the Social Security Administration has subsequently determined that the disabled qualified beneficiary is no longer disabled.

Additional Information Required for Notice of Second Qualifying Event

Any notice of a second qualifying event that you provide must include (1) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (2) the second qualifying event and the date that it happened; and (3) if the second qualifying event is a divorce or legal separation, a copy of the decree of divorce or legal separation.

Who May Provide Notices

The covered employee, a qualified beneficiary who lost coverage due to the qualifying event described in the notice, or a representative acting on behalf of either may provide notices. A notice provided by any of these individuals will satisfy any responsibility to provide notice on behalf of all qualified beneficiaries who lost coverage due to the qualifying event described in the notice.

THIS CONCLUDES THE SUMMARY OF YOUR CONTINUATION COVERAGE RIGHTS UNDER COBRA. PLEASE CONTACT THE HUMAN RESOURCES OFFICE (OR THE EQUIVALENT THEREOF) OF CITY OF FRUITLAND PARK IF YOU HAVE ANY QUESTIONS OR NEED MORE INFORMATION.

City of Fruitland Park Cafeteria Plan Summary Plan Description Addendum with Regard to Health Savings Accounts

HSA Q-1. What are "HSA Benefits"?

As described in HSA Q-2, an HSA permits Employees to make pre-tax contributions to an HSA established and maintained outside the Plan with the Employee's HSA trustee/custodian. For purposes of this Cafeteria Plan, HSA Benefits consist solely of the ability to make such pre-tax contributions under this Cafeteria Plan.

If you elect HSA Benefits, then you will be able to provide a source of pre-tax contributions by entering into a Salary Reduction Agreement with your Employer. Because the share of the contributions that you pay will be with pre-tax funds, you may save both federal income taxes and FICA taxes.

To participate in the HSA Benefits, you must be an "HSA-Eligible Individual." This means that you are eligible to contribute to an HSA under the requirements of Code § 223 and that you have elected qualifying High Deductible Health Plan coverage offered by the Employer and have not elected any disqualifying non- High Deductible Health Plan coverage offered by the Employer. ("High Deductible Health Plan" means the high deductible health plan offered by your Employer that is intended to qualify as a high deductible health plan under Code § 223(c)(2), as described in materials that will be provided separately to you by the Employer.) If you elect HSA Benefits, you will be required to certify that you meet all of the requirements under Code § 223 to be eligible to contribute to an HSA. These requirements include such things as not having any disqualifying coverage and you should be aware that coverage under a Spouse's plan could make you ineligible to contribute to an HSA.

In order to elect HSA Benefits under the Plan, you must establish and maintain an HSA outside of the Plan with an HSA trustee/custodian and you must provide sufficient identifying information about your HSA to facilitate the forwarding of your pre-tax Salary Reductions through the Employer's payroll system to your designated HSA trustee/custodian.

HSA Q-2. What is my "HSA"?

The HSA is not an employer-sponsored employee benefit plan it is an individual trust or custodial account that you open with an HSA trustee/custodian to be used primarily for reimbursement of "eligible medical expenses" as set forth in Code § 223. Your HSA is administered by your HSA trustee/custodian. Consequently, an HSA trustee/custodian, not the Employer, will establish and maintain your HSA. Your Employer's role is limited to allowing you to contribute to your HSA on a pre-tax Salary-Reduction basis. The HSA trustee/custodian will be chosen by you, as the Participant, and not by the Employer. Your Employer may, however, limit the number of HSA providers to whom it will forward pretax Salary Reductions, a list of whom will be provided upon request. Any such list of HSA trustees/custodians, however, shall be maintained for administrative simplification and shall not be an endorsement of any particular HSA trustee/custodian. Your Employer has no authority or control over the funds deposited in your HSA.

The Plan Administrator will maintain records to keep track of HSA contributions that you make via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose.

HSA Q-3. What are the maximum HSA Benefits that I may elect under the Cafeteria Plan?

Your annual contribution for HSA Benefits is equal to the annual benefit amount that you elect (for example, if a \$2,000 annual benefit amount is elected for 2010, then the annual contribution amount is also \$2,000). The amount you elect must not exceed the statutory maximum amount for HSA contributions applicable to your High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the contribution is made. (Note: The statutory limits for 2017 are \$3,400 for single and \$6,750 for family. The 2018 limits have been updated to \$3,450 for single and \$6,900 for family and the 2019 limits are \$3,500 for single and \$7,000 for family.) An additional catch-up contribution of up to \$1,000 may be made if you are age 55 or older.

In addition, the maximum annual contribution shall be: (a) reduced by any matching (or other) Employer contribution made on your behalf (there are currently no such Employer contributions (other than pre-tax Salary Reductions) made under the Plan); and (b) pro-rated for the number of months in which you are an HSA-Eligible Individual.

Note that if you are an HSA-Eligible Individual for only part of the year but you meet all of the requirements under Code § 223 to be eligible to contribute to an HSA on December 1, you may be able to contribute up to the full statutory maximum amount for HSA contributions applicable to your coverage option (i.e., single or family). However, any contributions in excess of your annual contribution under the Plan for HSA benefits (as described above), but not in excess of the applicable full statutory maximum amount, must be made outside the Plan. In addition, if you do not remain eligible to contribute to an HSA under the requirements of Code § 223 during the following year, the portion of HSA contributions attributable to months that you were not actually eligible to contribute to an HSA will be includible in your gross income and subject to a 10% penalty (exceptions apply in the event of death or disability).

When you complete the Salary Reduction Agreement, you specify the amount of HSA Benefits that you wish to pay for with your salary reduction. From then on, you make a contribution for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

For example, suppose that you have elected to contribute up to \$2,000 per year for HSA Benefits and that you have chosen no other benefits under the Cafeteria Plan. If you pay all of your contributions, then our records would reflect that you have contributed a total of \$2,000 during the Plan Year. If you are paid biweekly, then our records would reflect that you have paid \$76.92 (\$2,000 divided by 26) each pay period in contributions for the HSA Benefits that you have elected. Such contributions will be forwarded to the HSA trustee/custodian (or its designee) within a reasonable time after being withheld.

The Employer makes no contribution to your HSA and your Employer has no authority or control over the funds deposited in your HSA.

HSA Q-5. Will I be taxed on the HSA Benefits that I receive?

You may save both federal income taxes and FICA taxes by participating in the Cafeteria Plan. However, very different rules apply with respect to taxability of HSA Benefits than for other Benefits offered under this Plan. For more information regarding the tax ramifications of participating in an HSA as well as the terms and conditions of your HSA you may want to refer to the communications materials provided by your HSA trustee/custodian as well as IRS Publication 969 ("Health Savings Accounts and Other Tax-Favored Health Plans").

The Employer cannot guarantee that specific tax consequences will flow from your participation in the Cafeteria Plan. Ultimately, it is your responsibility to determine the tax treatment of HSA Benefits. Remember that the Plan Administrator is not providing legal advice. If you need an answer upon which you can rely, you may wish to consult a tax advisor.

HSA Q-6. Who can contribute to an HSA under the Cafeteria Plan?

Only Employees who are HSA-Eligible Individuals can participate in the HSA Benefits. An HSA-Eligible Individual means an individual who meets the eligibility requirements of Code § 223 and who has elected qualifying High Deductible Health Plan coverage offered by the Employer and who has not elected any disqualifying non-High Deductible Health Plan coverage. The terms of the High Deductible Health Plan that has been selected by your Employer will be further described in materials that will be provided separately to you by the Employer.

HSA Q-7. Can I change my HSA Contribution under the Cafeteria Plan?

Unlike the other benefits offered under the Cafeteria Plan, you may increase, decrease, or revoke your HSA contribution election at any time during the plan year for any reason by submitting an election change form to the Plan Administrator (or to its designee). Your election change will be prospectively effective on the first day of the month following the month in which you properly submitted your election change. Your ability to make pre-tax contributions under this Plan to the HSA identified above ends on the date that you cease to meet the eligibility requirements.

HSA Q-8. Where can I get more information on my HSA and its related tax consequences?

For details regarding your rights and responsibilities with respect to your HSA (including information regarding the terms of eligibility, what constitutes a qualifying High Deductible Health Plan, contributions to the HSA, and distributions from the HSA), please refer to your HSA trust or custodial agreement and other documentation associated with your HSA and provided to you by your HSA trustee/custodian. You may also want to review IRS Publication 969 ("Health Savings Accounts and Other Tax-Favored Health Plans").

THE CITY OF FRUITLAND PARK CAFETERIA PLAN

ARTICLE I. Introductory Provisions

City of Fruitland Park ("the Employer") hereby establishes the City of Fruitland Park Cafeteria Plan ("the Plan") effective 10/1/2018 ("the Effective Date"). Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to allow an Eligible Employee to pay for his or her share of Contributions under one or more Insurance Plans on a pre-tax Salary Reduction basis.

This Plan is intended to qualify as a "cafeteria plan" under Code § 125 and the regulations issued thereunder. The terms of this document shall be interpreted to accomplish that objective.

Although reprinted within this document, the different components of this Plan shall be deemed separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed on such components by the Code.

ARTICLE II. Definitions

- "Accident Insurance Benefits (Also includes Accidental Death & Dismemberment (AD&D))" means the Employee's Accident/Accidental Death & Dismemberment Insurance Plan coverage for purposes of this Plan.
- "Accident Plan(s) (Also includes Accidental Death & Dismemberment (AD&D)Plans)" means the plan(s) that the Employer maintains for its Employees providing benefits through a group insurance policy or policies in the event of injury or accidental death and/or dismemberment. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.
- "Benefits" means the Premium Payment Benefits.
- "Benefit Package Option" means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).
- "Change in Status" has the meaning described in Section 4.6.
- "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- "Code" means the Internal Revenue Code of 1986, as amended.
- "Contributions" means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits.
- "Committee" means the Benefits Committee (or the equivalent thereof) of City of Fruitland Park
- "Compensation" means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code § 401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.
- "Dental Insurance Benefits" means the Employee's Dental Insurance Plan coverage for purposes of this Plan.
- "Dental Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing dental benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.
- "Dependent" means any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) any child to whom IRS Rev. Proc. 2-008-48 applies. Furthermore, notwithstanding anything in the foregoing that may be to the contrary, a "Dependent" shall also include for purposes of any accident or health coverage provided under this plan a child of a Participant who has not attained age 27 by the end of any given taxable year.
- "Earned Income" means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as

disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity or pursuant to workers' compensation.

- "Effective Date" of this Plan has the meaning described in Article 1.
- "Election Form/Salary Reduction Agreement" means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for Premium Payment Benefits. This form may be in either paper or electronic form at the Employer's discretion in accordance with the procedures detailed in Article IV.
- "Eligible Employee" means an Employee eligible to participate in this Plan, as provided in Section 3.1.
- "Employee" means an individual that the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) **reserved;** (d) any self-employed individual; (e) any partner in a partnership; (f) any more-than-2% shareholder in a Subchapter S corporation. The term "Employee" does include "former Employees" for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.
- **"Employer"** means City of Fruitland Park, and any Related Employer that adopts this Plan with the approval of City of Fruitland Park. Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles XI and XIV and Section 15.3, "Employer" means only City of Fruitland Park.
- "Employment Commencement Date" means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.
- "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- "FMLA" means the Family and Medical Leave Act of 1993, as amended.
- "Health Insurance Benefits" means any insurance benefits providing medical or other health insurance coverage through a group insurance policy or policies.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.
- "HMO" means the health maintenance organization Benefit Package Option under the Medical Insurance Plan.
- "Hospital Indemnity Benefits" means the Employee's Hospital Indemnity Plan coverage for purposes of this Plan.
- "Hospital Indemnity Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain indemnity benefits in the event of hospitalization or other similar medical event through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.
- "HRA" means a health reimbursement arrangement as defined in IRS Notice 2002-45.
- "Insurance Benefits" means benefits offered through the Insurance Plans.
- "Insurance Plan(s)" means a plan or plans offering benefits through a group insurance policy or policies.
- "Life Insurance Benefits" means the Employee's Life Insurance Plan coverage for purposes of this Plan.
- "Life Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees providing benefits through a group term life insurance policy or policies in the event of the death of a covered Participant. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.
- "Medical Insurance Benefits" means the Employee's Medical Insurance Plan coverage for purposes of this Plan.

- "Medical Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group insurance policy or policies (with HMO and PPO options). The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.
- "Open Enrollment Period" with respect to a Plan Year means any period before the beginning of the Plan Year that may be prescribed by the Administrator as the period of time in which Employees who will be Eligible Employees at the beginning of the Plan Year may elect benefits.
- "Participant" means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.
- "Period of Coverage" means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.
- "Plan" means the City of Fruitland Park Cafeteria Plan as set forth herein and as amended from time to time.
- "Plan Administrator" means the City of Fruitland Park Human Resources Manager or the equivalent thereof for City of Fruitland Park, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.
- "Plan Year" means the 12-month period commencing 10/1/2018 and ending on 9/30/2019, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.
- "PPO" means the preferred provider organization Benefit Package Option under the Medical Insurance Plan.
- "Premium Payment Benefits" means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.
- "Premium Payment Component" means the Component of this Plan described in Article VI.
- "QMCSO" means a qualified medical child support order, as defined in ERISA § 609(a).
- "Related Employer" means any employer affiliated with City of Fruitland Park that, under Code § 414(b), § 414(c), or § 414(m), is treated as a single employer with City of Fruitland Park for purposes of Code § 125(g)(4).
- "Salary Reduction" means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable Component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).
- "Specified Disease or Illness Insurance Benefits" means the Employee's Specified Disease or Illness Insurance Plan coverage for purposes of this Plan.
- "Specified Disease or Illness Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain benefits with regard to a particular critical illness or illnesses (e.g., a "cancer policy" or the like) through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.
- "Spouse" means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).
- "Vision Insurance Benefits" means the Employee's Vision Insurance Plan coverage for purposes of this Plan.
- "Vision Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing vision benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual: (a) is an Employee; (b) is working 30 Hours hours or more per week; and (c) has been employed by the Employer for a consecutive period of 60 days, counting his or her Employment Commencement Date as the first such day. Eligibility for Premium Payment Benefits may also be subject to the additional requirements, if any, specified in the Medical Insurance Plan. Once an Employee has met the Plan's eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, in accordance with the procedures described in Article IV.

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

- the termination of this Plan; or
- the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical Insurance Benefits will terminate as of the date specified in the Medical Insurance Plan.

3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical Insurance Plan (here, major medical insurance) is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

(a) Health Benefits. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Health Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Health Insurance Benefits coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (for instance, on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Health Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Health Insurance Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Health Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Health Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

- (b) Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits is to be determined by the Employer's policy for providing such Benefits when the Participant is on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.
- **3.5 Non-FMLA Leaves of Absence** If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules detailed in Article IV will apply.

ARTICLE IV. Method and Timing of Elections; Irrevocability of Elections

4.1 Elections When First Eligible

An Employee who first becomes eligible to participate in the Plan mid-year may elect to commence participation in one or more Benefits on the first day of the month after the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the first day of the month in which participation will commence. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period unless an event occurs that would justify a mid-year election change, as described in Article IV.

The Employer reserves the right, within its discretion, to allow or require any or all of the election procedures detailed in this Article 4.1 to be performed electronically.

Benefits shall be subject to the additional requirements, if any, specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in any Insurance Plans.

4.2 Rolling Elections

During each Open Enrollment Period for a following Plan Year, Participants shall be deemed to have elected the same benefits at the same levels as in the Plan Year in which the Open Enrollment Period occurs, unless a Participant informs the Employer of a different intention in writing (or in an electronic form accepted by Employer).

4.3 ***RESERVED***

4.4 Irrevocability of Elections

Unless an exception applies (as described in this Article IV), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

Unless otherwise noted in this section, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- · Participation in this Plan;
- Salary Reduction amounts; or
- election of particular Benefit Package Options.

4.5 Procedure for Making New Election If Exception to Irrevocability Applies

(a) Timeframe for Making New Election. A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.6 or 4.7, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.7(d) through 4.7(j), within 30 days after the events described in such Sections unless otherwise required by law). Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing dependent status) that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

(b) Effective Date of New Election. Elections made pursuant to this Section 4.5 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.7(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

4.6 Change in Status Defined

Participant may make a new election upon the occurrence of certain events as described in Section 4.7, including a Change in Status, for the applicable Component. "Change in Status" means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- (a) Legal Marital Status. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) Number of Dependents. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) Employment Status. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;
- (d) Dependent Eligibility Requirements. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, or any similar circumstance; and
- (e) Change in Residence. A change in the place of residence of the Participant or his or her Spouse or Dependents.

4.7 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Component of this Plan:

- (a) Open Enrollment Period. A Participant may change an election during the Open Enrollment Period.
- (b) Termination of Employment. A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.2 and 3.3, as applicable.
- (c) Leaves of Absence. A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.
- (d) Change in Status. A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.6), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.
- (1) Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase his or her election to pay for such coverage (this rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation).

- (2) Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.
- (e) HIPAA Special Enrollment Rights. If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances:
- a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; or
- a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of this Section 4.7(e), the term "loss of eligibility" includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

- (f) Certain Judgments, Decrees and Orders. If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.
- (g) Medicare and Medicaid. If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.
- (h) Change in Cost. For purposes of this Section 4.7(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage.
- (1) Increase or Decrease for Insignificant Cost Changes. Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.
- (2) Significant Cost Increases. If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package

Option that provides similar coverage; or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

- (3) Significant Cost Decreases. If the Plan Administrator determines that the cost of any Benefit Package Option significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost Medical Insurance Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.
- (i) Change in Coverage. The definition of "similar coverage" under Section 12.4(h) applies also to this Section 12.4(i).
- (1) Significant Curtailment. If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.
- (a) Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage. Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.
- (b) Significant Curtailment With a Loss of Coverage. If the Plan Administrator determines that a Participant's Benefit Package Option coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.
- (c) Definition of Loss of Coverage. For purposes of this Section 4.7(i)(1), a "Loss of Coverage" means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:
- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.
- (2) Addition or Significant Improvement of a Benefit Package Option. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.
- (3) Loss of Coverage Under Other Group Health Coverage. A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health

benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) Change in Coverage Under Another Employer Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance. A Participant entitled to change an election as described in this Section 4.7 must do so in accordance with the procedures described in Section 4.5.

(j) CHIP Special Enrollment Rights

Notwithstanding anything else in this document to the contrary, special enrollment rights shall be made available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.

4.8 ***Reserved***

4.9 Election Modifications Required by Plan Administrator

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect Premium Payment Benefits, as described in Article VI.

5.2 Employer and Participant Contributions

- (a) Employer Contributions. For Participants who elect Insurance Benefits described in Article VI, the Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement.
- (b) Participant Contributions. Participants who elect any of the Medical Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis, or with after-tax deductions, by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

- (a) Salary Reductions per Pay Period. The Salary Reduction for a pay period for a Participant is, for the Benefits elected, (1) an amount equal to the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate).
- (b) Considered Employer Contributions for Certain Purposes. Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits are considered to be Employer contributions.
- (c) Salary Reduction Balance Upon Termination of Coverage. If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

(d) After-Tax Contributions for Premium Payment Benefits. For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2.

ARTICLE VI. Premium Payment Component

6.1 Benefits

The only Insurance Benefits that are offered under the Premium Payment Component are benefits under the Medical, Dental, Vision, Accident, Accidental Death & Dismemberment, Bridge, Group Term Life, Hospital Indemnity, Specific Disease or Condition Insurance Plan(s). Notwithstanding any other provision in these Plan(s), these benefits are subject to the terms and conditions of the Insurance Plan(s), and no changes can be made with respect to such Insurance Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for Medical Insurance Benefits on a pretax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Component and to pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article IV), such election is irrevocable for the duration of the Period of Coverage to which it relates.

The Employer may at its discretion offer cash in lieu of benefits for Participants who do not choose Insurance Benefits.

6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Insurance Benefits Provided Under Insurance Plans

Insurance Benefits will be provided by the Insurance Plans, not this Plan. The types and amounts of Insurance Benefits, the requirements for participating in the Insurance Plans, and the other terms and conditions of coverage and benefits of the Insurance Plans are set forth in the Insurance Plans. All claims to receive benefits under the Insurance Plans shall be subject to and governed by the terms and conditions of the Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Health Insurance Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health Insurance Plan(s) the day before the qualifying event for the periods prescribed by COBRA.

Such continuation coverage shall be subject to all conditions and limitations under COBRA. Contributions for COBRA coverage for Health Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLE XIII. Appeals Procedure

13.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, then claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. The Committee acts on behalf of the Plan Administrator with respect to appeals.

13.2 Claims Procedures for Insurance Benefits

Claims and reimbursement for Insurance Benefits shall be administered in accordance with the claims procedures for the Insurance Benefits, as set forth in the plan documents and/or summary plan description(s) for the Insurance Plan(s).

ARTICLE XIV. Recordkeeping and Administration

14.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

14.4 ***Reserved***

14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

14.7 Bonding

The Plan Administrator shall be bonded to the extent required by ERISA.

14.8 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts at its discretion. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

14.9 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.10 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XV. General Provisions

15.1 ***Reserved***

15.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be employed at the will of the Employer.

15.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

15.4 Governing Law

This Plan shall be construed, administered, and enforced according to the laws of the FL, to the extent not superseded by the Code, ERISA, or any other federal law.

15.5 Code and ERISA Compliance

It is intended that this Plan meet all applicable requirements of the Code, ERISA (if ERISA is applicable) and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA (if ERISA is applicable), the provisions

of the Code and ERISA (if ERISA is applicable) shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

15.9 Headings

The headings of the various Articles and Sections are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

15.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

15.11 Severability

hould any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan s e given effect to the maximum extent possible.
N WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the City of ruitland Park Salary Reduction Plan, City of Fruitland Park has caused this Plan to be executed in its name and on its ehalf, on this day of, 20
ity of Fruitland Park
y:
S:

Amendment to the City of Fruitland Park Cafeteria Plan with Regard to Health Savings Accounts Effective 7/1/2018 12:00:00 AM, the City of Fruitland Park Cafeteria Plan is amended as follows:

ARTICLE II is amended by adding the following:

- "Benefits" can mean, according to the context used, either Premium Payment Benefits or HSA Benefits (in the form of Contributions to an HSA).
- "Contributions" can mean, according to the context used, either 1) the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits or 2) contributions to a health savings account.
- "Health Savings Account (HSA)" has the meaning provided in § 223 of the Code.
- "High-Deductible Health Plan (HDHP)" has the meaning given in § 223 of the Code.
- "Participant" means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and/or elect to make HSA Contributions under this Plan, or (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.

ARTICLE IX is not "Reserved" but instead reads as follows:

ARTICLE IX. HSA Component

9.1 HSA Benefits

An Eligible Employee can elect to participate in the HSA Component by electing to pay the Contributions on a pre-tax Salary Reduction basis to the Employee's HSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the HSA Benefits offered under this Plan). Any language in the document to the contrary notwithstanding, such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

9.2 Contributions for Cost of Coverage for HSA; Maximum Limits

The annual Contribution for a Participant's HSA Benefits is equal to the annual benefit amount elected by the Participant. In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the Contribution is made.

An additional catch-up Contribution may be made for Participants who are age 55 or older.

In addition, the maximum annual Contribution shall be:

- (a) reduced by any matching (or other) Employer Contribution, if any, made on the Participant's behalf made under the Plan); and
- (b) prorated for the number of months in which the Participant is an HSA-Eligible Individual.

9.3 ***Reserved***

9.4 Recording Contributions for HSA

As described in Section 9.6, the HSA is not an employer-sponsored employee benefit plan—it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The HSA trustee/custodian will be chosen by the Participant, not by the Employer. The Employer may, however, limit the number of HSA providers to whom it will forward contributions that the Employee makes via pre-tax Salary Reductions—such a list is not an endorsement of any particular HSA provider. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

9.5 Tax Treatment of HSA Contributions and Distributions

The tax treatment of the HSA (including contributions and distributions) is governed by Code § 223.

9.6 Trust/Custodial Agreement; HSA Not Intended to Be an ERISA Plan

HSA Benefits under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits (e.g., eligible medical expenses, claims procedures, etc.) will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code § 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax Salary Reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.\n\n

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising an amendment to the City of Fruitland Park Cafeteria Plan, City of Fruitland Park has caused this amendment to be executed in its name and on its behalf, on this 24th day of August 2018.

By: _	 	
Its: _	 	

City of Fruitland Park



AGENDA ITEM NUMBER 4C

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-057 Utility Rate Study Agreement – BESH			
For the Meeting of:	September 2	27, 2	018	
Submitted by:	City Manager	ſ		
Date Submitted:	August 30, 2	018		
Are Funds Required:	Yes No			
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Action to be Taken: Adopt Reso Staff's Recommendation: Appro		57		

RESOLUTION 2018-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT OR UTILITY RATE STUDY BETWEEN BESH AND THE CITY OF FRUITLAND PARK RELATING TO WATER, WASTEWATER AND STORMWATER UTILITY RATE STUDIES AND PROJECT ADMINISTRATIVE SERVICES CONCERNING TO SAME; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, utility rates should be set at a level to cover at a minimum expenses relating to operations, maintenance, regulatory compliance, debt service, renewals and replacements; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the agreement is beneficial to the CITY and its residents to conduct a utility rate study to examine existing rates and recommend updated rates supported by data and analysis; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Agreement between the City and BESH for BESH to conduct a utility rate study and provide administrative services relating to the study.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- Section 1. The Civil Engineering Proposal/Agreement or Utility Rate Study between Booth, Ern, Straughn & Hiott, Inc. (BESH) and the City of Fruitland Park (the "Agreement"), a copy of which is attached hereto, is approved.
- Section 2. The Commission authorizes the Mayor to execute the agreement.
- Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 27th day of September, 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, CI	ΓY CLERK			
Commissioner Bell _	(Yes),	(No),	(Abstained),	(Absent
Vice Mayor Gunter _				
Commissioner Lewis _	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Ranize _	(Yes),	(No),	(Abstained),	(Absent)
Mayor Cheshire	(Yes),	(No),	(Abstained),	(Absent
Approved as to form and l	egality:			
Anita Geraci-Carver, City	Attorney			

CIVIL ENGINEERING SERVICES AGREEMENT

OR

UTILITY RATE STUDY FRUITLAND PARK, FLORIDA, LAKE COUNTY

ENGINEER:

Duane K. Booth, P.E.
Principal
Booth, Ern, Straughan & Hiott, Inc.
902 N. Sinclair Avenue
Tavares, FL 32778
(352) 343-8481 – Phone
(352) 343-8495 – Fax
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CLIENT:

Gary LaVenia
City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731
(352) 308-5579 – Cell
glavenia@fruitlandpark.org

CLIENT: City of Fruitland Park DATE: September 13, 2018

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CIVIL ENGINEERING SERVICES AGREEMENT

SCOPE OF SERVIVES:

Booth, Ern, Straughan & Hiott, Inc., is pleased to submit this proposal for the updating of the City's Standard Utility, Stormwater and Roadway details. Required tasks are as outlined below.

SCOPE OF WORK:

TASK 001 UTILITY RATE STUDY (GovRates, Inc.)

BESH will prepare a Utility Rate Study. This analysis shall general include the following information.

DATA COMPILATION AND REVIEW

A. Data Compilation and Review

To perform the utility rate study as efficiently as possible, GovRates will collect as much information as possible at the beginning of the study process. A detailed data request will be prepared for the City to compile information pertaining to the operation of each utility system. Information to be requested will include:

- Utility system operating budgets.
- Historical operating results.
- Multi-year capital improvement program (and estimated funding sources if already prepared).
- Estimates of minor capital outlay (e.g., departmental capital such as vehicles and equipment).
- Master plan reports.
- Debt service schedules and agreements.
- Employee information.
- Additional personnel projections.
- Anticipated changes in operating costs (e.g., due to the construction of master plan projects).
- Cash balances by fund.
- Rate schedules and applicable rate resolutions and ordinances.
- Financial policies.
- Fixed asset details / resource inventory.
- Development activity.

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• Assumptions for salary and benefits (e.g., health insurance) increases.

- Projected transfers to the City's General Fund.
- Detailed customer statistics, including statistics for the top ten customers in terms of revenue or usage.
- Level of service standards.
- Liabilities associated with Other Post-Employment Benefits (OPEB).
- Water and wastewater treatment plant capacities and monthly operating reports.
- Water and wastewater line inventories.
- Wholesale service agreements and agreements with other local governments.

GovRates anticipates that follow-up data requests may be required during the course of the study. We have recognized a kickoff meeting to initiate the project; obtain background information; review data requirements; establish management goals and objectives as well as financial policies and targets; recognize key issues to be addressed during the analyses; and identify primary staff members as part of the rate evaluations.

WATER AND WASTEWATER RATE ANALYSIS

B. Historical Customer Statistical Compilation / Bill Frequency Analyses

GovRates will compile historical customer statistics based on reports generated from the City's billing system for up to five (5) years for the water and wastewater systems to evaluate trends in customer growth, billed water sales and wastewater flow, and the average use per customer. GovRates will prepare bill frequency analyses for the Fiscal Year 2017 customer statistics to identify water and billed wastewater flow characteristics in support of the determination of the existing and possible alternative customer billing and use attributes so that we can: i) identify and validate the City's rate structure billing determinants and more accurately project user fee revenues; and ii) evaluate potential or alternative changes in rate structures. GovRates will request from the City detailed individual customer billing data from the utility billing system and develop bill frequency analyses. These analyses will include an evaluation of billed water use for every customer by customer class, meter size, and rate structure component to identify water use profiles for each customer class. This analysis will provide GovRates with the ability to explore alternative rate structures. Usually, a "data dump" of customer statistics in Excel format for a recently completed fiscal year provides the necessary detail to perform the bill frequency analyses.

GovRates will apply the customer statistics and bill frequency information to the City's rates for the historical period to derive revenue totals. Ideally, a revenue total should reconcile within 2% of the City's reported totals. If the revenues reconcile within the acceptable limits, GovRates will have assurance that the detailed financial model would provide a reasonable platform from which to make customer and revenue projections.

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C. Projected Customer Statistics, User Rate Revenues, Other Operating Revenues, and Impact Fee Collections

GovRates will prepare a forecast of customers and usage requirements by class for the individual water and wastewater utility systems. The forecast shall include the Fiscal Year 2018 (the current budget year) and extend through the Fiscal Year 2023 (collectively, the "Forecast Period"). This task will include a review of:

- Historical growth and usage trends.
- Development activity.
- Any utility service area growth estimates prepared by the City.
- Any published population projections for the City.

The bill frequency analyses previously described will be applied to historical and projected customer statistics to project user fee revenue.

Based on the detailed customer billing information and corresponding forecast of customer growth and use, GovRates will develop user rate revenue projections for the Forecast Period. The revenue forecast will also include projections of operating revenues other than user rate revenues (e.g., meter installation charges), capital charge / impact fee collections, and interest income (both unrestricted and restricted based on statutory and case law and as defined in any documents associated with the City's borrowings).

D. Development of Projected Revenue Requirements

GovRates will prepare a financial projection of the net revenue requirements for both the water and wastewater system that represent the funding requirements derived from the user fee revenues. GovRates will consider:

- Recent historical financial operations.
- Budgeted operations and maintenance expenses.
- Any expected cost trends or incremental operating expenses anticipated due to future plant additions, upgrades due to regulatory requirements, and other investments included in the multi-year capital improvement plan.
- Multi-year capital improvement program and projected funding sources.
- Any other funding criteria as provided by the City and its consulting engineers.
- Other non-operating revenue requirements such as interfund transfers, debt service, renewal and replacement funding requirements, and any developer contributions.

GovRates will work with the City staff to evaluate and recommend minimum reserve fund balances and policies related to financial performance.

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<u>Development of Operating Expense Projections</u> – Operating expense projections will be prepared for both the water and wastewater systems and will be performed in sufficient detail to capture the driving factors behind each expenditure and to recognize any incremental operating expenses as mentioned previously. The operating expenses are anticipated to be projected in budgetary format. Major cost categories include personnel salaries and benefits; utilities; chemicals; wholesale service charges; and sludge disposal.

<u>Capital Improvement Program Funding Analysis</u> – This analysis involves: i) reviewing in detail the multi-year capital improvement program and other engineering planning documents for the water and wastewater system; and ii) performing a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated level of utility rate revenues needed throughout the Forecast Period. The analysis will also include the development of a flow of funds analysis to evaluate cash flow balances in each specific fund of the water and wastewater system and to estimate interest income earned on unrestricted and restricted fund balances.

A component of the capital improvement program funding analysis will be the identification of a renewal and replacement funding policy or funding plan for the Forecast Period which will be included as: i) a component of the revenue requirements to be recovered from rates; and ii) a source of funds for the capital improvement program funding analysis. The ultimate funding level reflected in revenue sufficiency analysis will depend on a variety of factors, including but not limited to: i) compliance with the rate covenants pursuant to the bond resolution / loan documents; ii) rate impacts; iii) overall capital program needs; and iv) current asset service lives.

Other Revenue Requirement Identification – In order to meet the financial obligations of the City's water and wastewater systems, GovRates will review the financial aspects of each utility system to potentially recognize other revenue requirements that may need to be allocated or included in the rate analysis. We will assist in the identification of fiscal benchmarks and policies / practices in terms of:

- Working capital maintenance.
- Funding of deposits to the renewal and replacement fund (or capital fund equivalent).
- Compliance with the rate covenants as defined in bond resolution.
- Funding of departmental capital for items such as vehicles and equipment.
- Any General Fund or other transfer requirements that may be associated with the respective utility systems.
- Developer subsidization and payments as applicable.

E. Net Revenue Requirements / Revenue Sufficiency Analysis

Based on the preceding tasks, GovRates will prepare for the City's consideration a summary of the total net revenue requirements of the water and wastewater systems and

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the associated revenue levels and recommended adjustments – expressed as a percentage above the revenues produced from the existing rates – needed for each year of the Forecast Period.

GovRates will prepare a management dashboard as part of the financial model development to allow the City to analyze the forecasted financial position of each system to evaluate funding and rate scenarios to determine potential risks and business strategies for each system. The management dashboard will graphically represent financial and operational metrics that add value to the presentation of the utility rate analysis results.

A meeting will be held with the City staff to present the results of the initial study findings and results.

F. Rate Covenant Compliance Review

This task will be conducted to satisfy the rate covenant requirements and the flow of fund requirements as defined in any borrowing documents associated with outstanding and anticipated / projected system debt. The compliance analyses will be performed for the Forecast Period to promote the financial integrity of the utility systems.

G. Water and Wastewater User Rate Design and Customer Impact Analysis

GovRates recognizes that ratemaking involves designing rates that balance potentially conflicting objectives (e.g., revenue stability vs. low income affordability) in a manner that reflects community values. The GovRates team will work with the City to determine and develop an appropriate schedule of rates and charges while ensuring that any rates and charges are "just and equitable" in accordance with statutory and case law.

For each applicable year of rate design, GovRates will classify the various revenue requirements among the fixed (base / extra capacity method), volumetric, customer, and other specific cost categories to assist in the evaluation of cost-based rates and overall cost recovery strategies. Cost allocation factors may be based on:

- Peaking relationships of customer usage or treated flows.
- Classification or functionalization of system assets.
- Revenue classifications.
- Employee salaries and functions.
- Line inventories (e.g., transmission vs. distribution or collection).
- Customer usage by class.
- Functionalization of projects financed with existing and projected debt issues.
- Other factors.

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GovRates will design rates for service based on:

Bill frequency and cost classification analyses.

- · Consideration of historical rate form.
- Customer impact (based on frequency of bills rendered / customers served).

Issues such as water conservation and application of the water conservation surcharge, wastewater billing caps on individually-metered residential service, customer capacity relationships (base facility charges by meter size), City general rate policy, and other identified issues will be considered in the rate design process. Revenue stability, affordability, competitiveness, and avoiding "rate shock" will also be key considerations for the rate design.

H. Water and Wastewater Rate Comparisons

GovRates will work with the City staff to finalize a list of comparable utilities to include in the rate comparisons. We will also collect other information that might be useful for comparison purposes (e.g., level of service standards, sources of supply and treatment processes, asset base, number of customers, etc.).

I. Review of Water and Wastewater Capital Charges / Impact Fees

A review of the water and wastewater capital charges / impact fees will be conducted to ensure that such charges are reasonable representations of the proportionate capital costs of providing capacity to growth. The capital costs of existing facilities with capacity available to serve growth, as well as the costs of any new facilities that provide additional capacity or system upgrades, will be identified. In addition, the level of service standards and the method of applying the charges will be reviewed to ensure that the City's water and wastewater capital charges

/ impact fees meet the rational nexus criteria established by Florida case law as well as the statutory requirements of Section 163.31801 of the Florida Statutes, known as the "Florida Impact Fee Act."

J. Review of Miscellaneous Service Charges

A review of miscellaneous service charges will be conducted to determine whether such charges recover the cost of providing service. The review of the miscellaneous service charges will include charges such as meter connection fees, activation fees, customer deposits, turn-on/off fees, etc. The cost analysis will include labor, supplies / materials, vehicles and equipment charges, and allowances for direct and indirect overhead. GovRates will work with the City staff to identify revenue enhancement opportunities and possibly develop additional fees and charges.

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STORMWATER UTILITY FEE ANALYSIS

K. Review of Stormwater Utility Fee

In accordance with Section 99.120 of the City's Code of Ordinances, the City started charging a monthly stormwater fee to each developed property on October 1, 2011. GovRates will work with the City staff to determine City goals and objectives pertaining to this fee and develop recommendations on the fee amount. GovRates will prepare a comparison of how this fee compares to fees of other stormwater utilities. A total of 14 hours of time for GovRates professionals has been budgeted for this task.

REPORT, BRIEFING DOCUMENT, AND RESOLUTION / ORDINANCE ASSISTANCE

L. Report and Presentation

GovRates will prepare: i) a comprehensive report documenting our assumptions, analyses, and primary data sources; and ii) a briefing document (PowerPoint presentation) to summarize the study results for presentation to the City Commission.

M. Rate Resolution / Ordinance and Executive Summary Review

GovRates will review the rate resolutions or ordinances prepared by the City attorney in association with the utility rate analysis as well as the executive summaries prepared by City staff for consistency with the recommendations.

FEE: \$22,000.00 (NOT TO EXCEED)

TASK 002 PROJECT ADMINISTRATION AND MEETINGS

BESH will oversee the administration of the project and coordinate the development of the rate study document, including working with the City on the development of the Capital Improvement Plan and associated impact fees.

FEE: \$5,000.00 (NOT TO EXCEED)

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HOURLY RATE SCHEDULE (2018)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

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All printing for this project shall be billed out at the following rate schedule, plus sales tax: (Outside Copying Services will be billed at cost)

Engineering Bond Copies

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Black & White	
11 x 17 24 x 36	
Color Copies	
11 x 17 24 x 36	
24 x 30	.\$6.00
Black & White Copies	00.40
8 ½ x 11	
8 ½ x 14 11 x 17	
11 X 17	φυ.Ζυ
Colon Conico	
Color Copies 8 ½ x 11	\$0.25
8 ½ x 14	
11 x 17	
Other Printing Services	
24 x 36 Mylar	\$12.00
24 x 36 Photo Paper, Color	\$36.00
24 x 36 Foam Board	\$30.00
Other Services	0.05/D
Fax/Scan\$0 Postage (Fed-Ex, Certified Mail, Etc	
Concrete Monuments	
Rebar	
Mileage (T/M Projects Only)	
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TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of <u>City of Fruitland Park</u> ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each

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service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall by renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all additional services requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

- 1. Changes made at Client's request to the scope of services defined in this Agreement.
- 2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
- 3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order') for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from

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BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions. BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL,

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INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supersedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

H. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY).

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES,

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INDIVIDUAL EMPLOYEES OR AGENTS THE OF **BESH** WITHOUT LIMITATION ALL (INCLUDING ENGINEERS. SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID **AGENTS EMPLOYEES** OR **PURSUANT** TO THIS AGREEMENT.

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

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AUTHORIZATION TO PROCEED

PROPOSAL FOR CIVIL ENGINEERING SERVICES AS DESCRIBED IN THE ATTACHED PROPOSAL

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer A	mount: \$	
THIS PROP	OSAL/AGREEMENT ACCEPTED THIS	S DAY OF, 2018.
Booth, Err	n, Straughan & Hiott, Inc.	Client
Signature	Ba	Signature
Ву:	Duane K. Booth, P.E.	By:
Title:	Principal	Title:

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County CLIENT: City of Fruitland Park

DATE:

September 13, 2018

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE:
COMPANY NAME:
BILLING ADDRESS:
PHONE:
FAX:
E-MAIL:
DATE:
CLIENT REPRESENTATIVE:
IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:
YES:
NO:
(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)
Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?
NAME AND PHONE NUMBER:
I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.
SIGNATURE:

Utility, Financial, Rate, and Management Consultants for Governments www.govrates.com

April 25, 2018

Mr. Robert A. Ern, Jr., P.E. Principal Booth, Ern, Straughan & Hiott, Inc. 902 North Sinclair Avenue Tavares, FL 32778

Subject: Agreement to Provide Assistance with Utility Rate Study for City of Fruitland Park, Florida

Dear Mr. Ern:

GovRates, Inc. (GovRates) greatly appreciates the opportunity to submit this agreement to provide assistance with a utility rate study for the City of Fruitland Park, Florida (the "City") as a subconsultant to Booth, Ern, Straughan & Hiott, Inc. (BESH). As you are aware, GovRates is a certified minority-owned business and womanowned business (MBE / WBE), and we are committed to helping build the best teams for clients.

In accordance with Federal law regarding rate consultants and financial feasibility consultants, GovRates is registered with both the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor. All GovRates project managers have passed the Municipal Advisor Representative Qualification Examination (Series 50) and, as such, can legally provide recommendations and advice on the structure, timing, and terms of various financing options available to local governments.

Project Manager and Billing Rates

On behalf of GovRates, Bryan Mantz, CMC, CGFM will serve as the Principal-in-Charge and Project Manager for this engagement, and will be the primary contact for GovRates. Mr. Mantz will be responsible for ensuring that the financial and rate work is performed as efficiently as possible, that all project deadlines are met, that all scope of services requirements are fulfilled, and that client expectations are met or exceeded. GovRates anticipates that other employees of the firm will be utilized during the project. The proposed schedule of hourly labor rates for GovRates professionals is shown in the following table:

SCHEDULE OF PROPOSED HOURLY	BILLING RATES [*]
Project Team Member	Hourly Billing Rate
Principal-in-Charge / Project Manager	\$110.00
Senior Consultant	\$70.00
Consultant	\$50.00

^[*] Rates are applied to the actual hours worked on the project subject to the not-to-exceed budget.



1988 Varick Way; Casselberry, FL 32707-2409 Phone and Fax: (833) GOV-PLAN; (833) 468-7526

GovRates considers the project task being performed for clients when determining an appropriate billing rate. For example, all hours spent incorporating budgetary information into a financial model would be billed at the lowest billing rate of \$50.00 per hour regardless of which project team member performed the work.

Travel expenses will be the primary reimbursable direct costs for this project and will be billed based on the currently published Internal Revenue Service (IRS) mileage reimbursement rate (2018 rate = \$0.545 per mile).

Scope of Services

The following is a detailed overview of the major tasks to be performed for the utility rate study. Many of the tasks are interrelated and will be performed concurrently.

DATA COMPILATION AND REVIEW

Task 1: Data Compilation and Review

To perform the utility rate study as efficiently as possible, GovRates will collect as much information as possible at the beginning of the study process. A detailed data request will be prepared for the City to compile information pertaining to the operation of each utility system. Information to be requested will include:

- Utility system operating budgets.
- Historical operating results.
- Multi-year capital improvement program (and estimated funding sources if already prepared).
- Estimates of minor capital outlay (e.g., departmental capital such as vehicles and equipment).
- Master plan reports.
- Debt service schedules and agreements.
- Employee information.
- Additional personnel projections.
- Anticipated changes in operating costs (e.g., due to the construction of master plan projects).
- Cash balances by fund.
- Rate schedules and applicable rate resolutions and ordinances.
- Financial policies.
- Fixed asset details / resource inventory.
- Development activity.
- Assumptions for salary and benefits (e.g., health insurance) increases.
- Projected transfers to the City's General Fund.
- Detailed customer statistics, including statistics for the top ten customers in terms of revenue or usage.
- Level of service standards.
- Liabilities associated with Other Post-Employment Benefits (OPEB).
- Water and wastewater treatment plant capacities and monthly operating reports.
- Water and wastewater line inventories.
- Wholesale service agreements and agreements with other local governments.



GovRates anticipates that follow-up data requests may be required during the course of the study. We have recognized a kickoff meeting to initiate the project; obtain background information; review data requirements; establish management goals and objectives as well as financial policies and targets; recognize key issues to be addressed during the analyses; and identify primary staff members as part of the rate evaluations.

WATER AND WASTEWATER RATE ANALYSIS

Task 2: Historical Customer Statistical Compilation / Bill Frequency Analyses

GovRates will compile historical customer statistics based on reports generated from the City's billing system for up to five (5) years for the water and wastewater systems to evaluate trends in customer growth, billed water sales and wastewater flow, and the average use per customer. GovRates will prepare bill frequency analyses for the Fiscal Year 2017 customer statistics to identify water and billed wastewater flow characteristics in support of the determination of the existing and possible alternative customer billing and use attributes so that we can: i) identify and validate the City's rate structure billing determinants and more accurately project user fee revenues; and ii) evaluate potential or alternative changes in rate structures. GovRates will request from the City detailed individual customer billing data from the utility billing system and develop bill frequency analyses. These analyses will include an evaluation of billed water use for every customer by customer class, meter size, and rate structure component to identify water use profiles for each customer class. This analysis will provide GovRates with the ability to explore alternative rate structures. Usually, a "data dump" of customer statistics in Excel format for a recently completed fiscal year provides the necessary detail to perform the bill frequency analyses.

GovRates will apply the customer statistics and bill frequency information to the City's rates for the historical period to derive revenue totals. Ideally, a revenue total should reconcile within 2% of the City's reported totals. If the revenues reconcile within the acceptable limits, GovRates will have assurance that the detailed financial model would provide a reasonable platform from which to make customer and revenue projections.

Task 3: Projected Customer Statistics, User Rate Revenues, Other Operating Revenues, and Impact Fee Collections

GovRates will prepare a forecast of customers and usage requirements by class for the individual water and wastewater utility systems. The forecast shall include the Fiscal Year 2018 (the current budget year) and extend through the Fiscal Year 2023 (collectively, the "Forecast Period"). This task will include a review of:

- Historical growth and usage trends.
- Development activity.
- Any utility service area growth estimates prepared by the City.
- Any published population projections for the City.

The bill frequency analyses previously described will be applied to historical and projected customer statistics to project user fee revenue.



Based on the detailed customer billing information and corresponding forecast of customer growth and use, GovRates will develop user rate revenue projections for the Forecast Period. The revenue forecast will also include projections of operating revenues other than user rate revenues (e.g., meter installation charges), capital charge / impact fee collections, and interest income (both unrestricted and restricted based on statutory and case law and as defined in any documents associated with the City's borrowings).

Task 4: Development of Projected Revenue Requirements

GovRates will prepare a financial projection of the net revenue requirements for both the water and wastewater system that represent the funding requirements derived from the user fee revenues. GovRates will consider:

- Recent historical financial operations.
- Budgeted operations and maintenance expenses.
- Any expected cost trends or incremental operating expenses anticipated due to future plant additions, upgrades due to regulatory requirements, and other investments included in the multi-year capital improvement plan.
- Multi-year capital improvement program and projected funding sources.
- Any other funding criteria as provided by the City and its consulting engineers.
- Other non-operating revenue requirements such as interfund transfers, debt service, renewal and replacement funding requirements, and any developer contributions.

GovRates will work with the City staff to evaluate and recommend minimum reserve fund balances and policies related to financial performance.

<u>Development of Operating Expense Projections</u> – Operating expense projections will be prepared for both the water and wastewater systems and will be performed in sufficient detail to capture the driving factors behind each expenditure and to recognize any incremental operating expenses as mentioned previously. The operating expenses are anticipated to be projected in budgetary format. Major cost categories include personnel salaries and benefits; utilities; chemicals; wholesale service charges; and sludge disposal.

<u>Capital Improvement Program Funding Analysis</u> – This analysis involves: i) reviewing in detail the multi-year capital improvement program and other engineering planning documents for the water and wastewater system; and ii) performing a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated level of utility rate revenues needed throughout the Forecast Period. The analysis will also include the development of a flow of funds analysis to evaluate cash flow balances in each specific fund of the water and wastewater system and to estimate interest income earned on unrestricted and restricted fund balances.

A component of the capital improvement program funding analysis will be the identification of a renewal and replacement funding policy or funding plan for the Forecast Period which will be included as: i) a component of the revenue requirements to be recovered from rates; and ii) a source of funds for the capital improvement program funding analysis. The ultimate funding level reflected in revenue sufficiency analysis will depend on a variety of factors, including but not limited to: i) compliance with the rate covenants pursuant to the bond resolution / loan documents; ii) rate impacts; iii) overall capital program needs; and iv) current asset service lives.



Other Revenue Requirement Identification – In order to meet the financial obligations of the City's water and wastewater systems, GovRates will review the financial aspects of each utility system to potentially recognize other revenue requirements that may need to be allocated or included in the rate analysis. We will assist in the identification of fiscal benchmarks and policies / practices in terms of:

- Working capital maintenance.
- Funding of deposits to the renewal and replacement fund (or capital fund equivalent).
- Compliance with the rate covenants as defined in bond resolution.
- Funding of departmental capital for items such as vehicles and equipment.
- Any General Fund or other transfer requirements that may be associated with the respective utility systems.
- Developer subsidization and payments as applicable.

Task 5: Net Revenue Requirements / Revenue Sufficiency Analysis

Based on the preceding tasks, GovRates will prepare for the City's consideration a summary of the total net revenue requirements of the water and wastewater systems and the associated revenue levels and recommended adjustments – expressed as a percentage above the revenues produced from the existing rates – needed for each year of the Forecast Period.

GovRates will prepare a management dashboard as part of the financial model development to allow the City to analyze the forecasted financial position of each system to evaluate funding and rate scenarios to determine potential risks and business strategies for each system. The management dashboard will graphically represent financial and operational metrics that add value to the presentation of the utility rate analysis results.

A meeting will be held with the City staff to present the results of the initial study findings and results.

Task 6: Rate Covenant Compliance Review

This task will be conducted to satisfy the rate covenant requirements and the flow of fund requirements as defined in any borrowing documents associated with outstanding and anticipated / projected system debt. The compliance analyses will be performed for the Forecast Period to promote the financial integrity of the utility systems.

Task 7: Water and Wastewater User Rate Design and Customer Impact Analysis

GovRates recognizes that ratemaking involves designing rates that balance potentially conflicting objectives (e.g., revenue stability vs. low income affordability) in a manner that reflects community values. The GovRates team will work with the City to determine and develop an appropriate schedule of rates and charges while ensuring that any rates and charges are "just and equitable" in accordance with statutory and case law.

For each applicable year of rate design, GovRates will classify the various revenue requirements among the fixed (base / extra capacity method), volumetric, customer, and other specific cost categories to assist in the evaluation of cost-based rates and overall cost recovery strategies. Cost allocation factors may be based on:

- Peaking relationships of customer usage or treated flows.
- Classification or functionalization of system assets.



- Revenue classifications.
- Employee salaries and functions.
- Line inventories (e.g., transmission vs. distribution or collection).
- Customer usage by class.
- Functionalization of projects financed with existing and projected debt issues.
- Other factors.

GovRates will design rates for service based on:

- Bill frequency and cost classification analyses.
- Consideration of historical rate form.
- Customer impact (based on frequency of bills rendered / customers served).

Issues such as water conservation and application of the water conservation surcharge, wastewater billing caps on individually-metered residential service, customer capacity relationships (base facility charges by meter size), City general rate policy, and other identified issues will be considered in the rate design process. Revenue stability, affordability, competitiveness, and avoiding "rate shock" will also be key considerations for the rate design.

Task 8: Water and Wastewater Rate Comparisons

GovRates will work with the City staff to finalize a list of comparable utilities to include in the rate comparisons. We will also collect other information that might be useful for comparison purposes (e.g., level of service standards, sources of supply and treatment processes, asset base, number of customers, etc.).

Task 9: Review of Water and Wastewater Capital Charges / Impact Fees

A review of the water and wastewater capital charges / impact fees will be conducted to ensure that such charges are reasonable representations of the proportionate capital costs of providing capacity to growth. The capital costs of existing facilities with capacity available to serve growth, as well as the costs of any new facilities that provide additional capacity or system upgrades, will be identified. In addition, the level of service standards and the method of applying the charges will be reviewed to ensure that the City's water and wastewater capital charges / impact fees meet the rational nexus criteria established by Florida case law as well as the statutory requirements of Section 163.31801 of the Florida Statutes, known as the "Florida Impact Fee Act."

Task 10: Review of Miscellaneous Service Charges

A review of miscellaneous service charges will be conducted to determine whether such charges recover the cost of providing service. The review of the miscellaneous service charges will include charges such as meter connection fees, activation fees, customer deposits, turn-on/off fees, etc. The cost analysis will include labor, supplies / materials, vehicles and equipment charges, and allowances for direct and indirect overhead. GovRates will work with the City staff to identify revenue enhancement opportunities and possibly develop additional fees and charges.



STORMWATER UTILITY FEE ANALYSIS

Task 11: Review of Stormwater Utility Fee

In accordance with Section 99.120 of the City's Code of Ordinances, the City started charging a monthly stormwater fee to each developed property on October 1, 2011. GovRates will work with the City staff to determine City goals and objectives pertaining to this fee and develop recommendations on the fee amount. GovRates will prepare a comparison of how this fee compares to fees of other stormwater utilities. A total of 14 hours of time for GovRates professionals has been budgeted for this task.

REPORT, BRIEFING DOCUMENT, AND RESOLUTION / ORDINANCE ASSISTANCE

Task 12: Report and Presentation

GovRates will prepare: i) a comprehensive report documenting our assumptions, analyses, and primary data sources; and ii) a briefing document (PowerPoint presentation) to summarize the study results for presentation to the City Commission.

Task 13: Rate Resolution / Ordinance and Executive Summary Review

GovRates will review the rate resolutions or ordinances prepared by the City attorney in association with the utility rate analysis as well as the executive summaries prepared by City staff for consistency with the recommendations.

MEETINGS

All Tasks: Onsite Meetings

During project activities, it is recognized in this scope of services and cost estimate that representatives of GovRates will attend up to five (5) onsite meetings with the City that may include presentation of study results to the City Commission. The following table summarizes the onsite meetings anticipated under this scope of services.

Description	Number of Meetings
Project Kickoff / Data Collection Meeting	1
Review Meetings	2
Presentations to City Commission	2
Total Number of Onsite Meetings	5

GovRates has assumed that additional meetings will be conducted via WebEx or GoToMeeting to review study assumptions, progress, and results.



LIST OF DELIVERABLES

The anticipated deliverables to be provided to the City during the course of the utility rate study include the following items:

- Initial data request for information compilation.
- Summaries of study results for City staff review, including revenue requirements analysis and proposed utility rates.
- Rate comparison of existing and proposed rates and fees with those of other jurisdictions.
- Comprehensive report providing the assumptions, findings, and conclusions of the analysis drafts and final.
- Briefing document for presentation of analysis results to the City Commission.

City Staff Assistance

As with any major study performed for a public enterprise, GovRates would request that the City staff provide assistance to GovRates to enable us to complete the utility rate study on a timely basis. The following is a list of the tasks anticipated to be performed by the staff of the City:

- 1. Gathering customer, operational, and facility data and information relative to the utility rate study as contained in the initial data request and any follow-up data requests.
- 2. Performing certain analyses relative to the compiling of data if not in a usable format in general records and reports of the City. Sometimes customized reports must be generated from the City's billing system.
- 3. Providing assistance in the formulation of policy or strategy decisions relative to the development of the financial forecast, revenue sufficiency analysis, and rate alternatives. Rate phasing alternatives and capital project prioritization may need to be considered.
- 4. Reviewing GovRates analyses, reports, and other deliverables provided to the City during the utility rate study.



Additional Services

During the course of the study, BESH and the City may request additional services from GovRates related to the performance of this project. Such services will not be conducted unless authorized by BESH and the City. All invoices for additional services will be billed to BESH and the City based on the hourly rate schedule of GovRates professionals as identified in this agreement. Although no additional services are anticipated for this engagement, examples of additional services are as follows:

- 1. Attendance of additional onsite meetings above what is contemplated in this agreement.
- 2. Delays in the project schedule that are not the fault of GovRates that may require additional work beyond the scope of services planned.

To the extent additional services are performed by GovRates for this project but the total cost of the study, including the additional services, does not exceed the budgeted cost of the study, no additional services will be billed.

Proposed Not-to-Exceed Budget and Level of Service

GovRates proposes to establish a not-to-exceed budget for providing assistance the City's utility rate study of \$19,800, which includes five (5) onsite meetings and travel expenses. This cost estimate was derived by applying the estimated hours for each project task to our proposed hourly billing rates. The project cost estimate assumes a level of service of 257 total hours to complete the project at an average hourly rate of \$75.76 per hour. The detailed cost estimate is attached to this agreement as Attachment A.

Project Term

The term of this agreement and associated billing rates for GovRates professionals shall be in effect through December 31, 2018. If the City and BESH could provide the data we need on a timely basis, GovRates should be able to provide a quick turnaround for the utility rate study. We will work with the City and BESH to formalize the project tasks that need to be accomplished and the corresponding milestones and deadlines.

Liability Insurance

Copies of the GovRates ACORD liability insurance forms are included with this agreement.



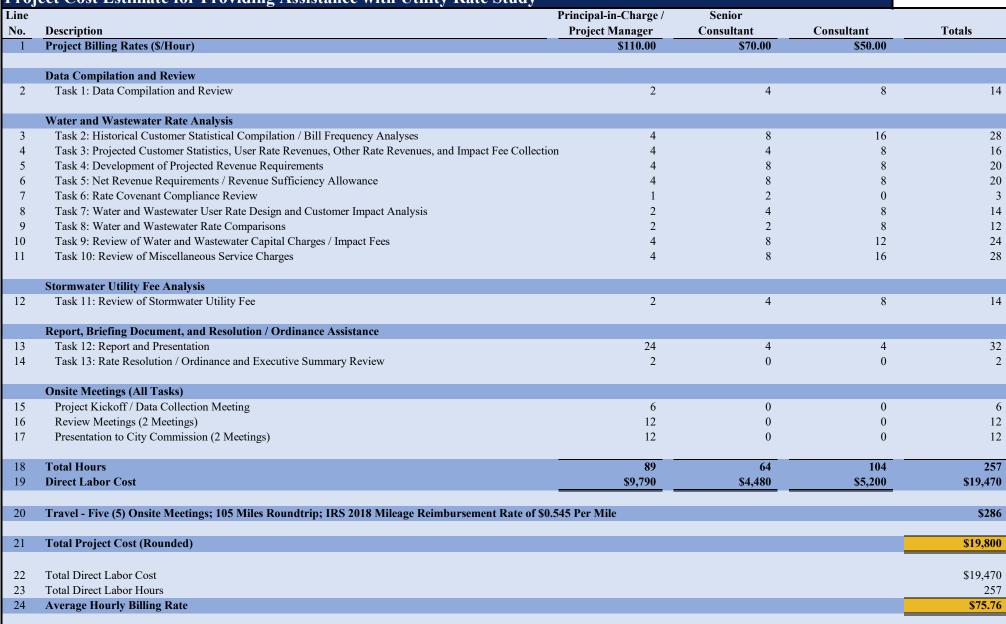
Acceptance of Agreement	
Authorized signatures for both parties:	
GovRates, Inc.	
Jenny Mantz Chief Executive Officer	
Booth, Ern, Straughan & Hiott, Inc.	
Authorized Signature	
Title	
Date	
A 460 - 1	
Attachments:	
 Attachment A: Project Cost Estimate. GovRates ACORD liability forms. 	



Attachment A

City of Fruitland Park, Florida

Project Cost Estimate for Providing Assistance with Utility Rate Study







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2018

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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Esther Coulson

From: Gary La Venia

Sent: Thursday, September 13, 2018 8:36 AM

To: Esther Coulson

Subject: FW: Fruitland Park Rate Study

Attachments: BESH Proposal - executed.pdf; Wildan Financial Services Proposal.pdf; DRAFT GovRates BESH

Fruitland Park Agreement 04_25_2018.pdf

Please see attavhed

From: Dale Bogle

Sent: Thursday, September 13, 2018 6:08 AM **To:** Gary La Venia <glavenia@fruitlandpark.org>

Subject: FW: Fruitland Park Rate Study

Is this all Esther needs?

From: Duane Booth [mailto:duanebooth@besandh.com]

Sent: Wednesday, September 12, 2018 3:40 PM

To: Dale Bogle; Gary La Venia

Subject: FW: Fruitland Park Rate Study

Gary,

Here is the executed proposal for the Rate study for your records, I am going to send you a new one with language about stormwater rates are included.

As you can see most of the work is by the Financial consultant, BESH supports the financial study by coordinating with the city on the information gathering,

Estimating costs, and short term improvements that may add to the operating costs.

We did get 2 proposals from 2 firms we have worked with in the past, GovRates was significantly less expensive so we selected them as out sub consultant.

You have their experience resume already. We have worked with Mount Dora, Tavares, Umatilla and Minneola in the past assisting with Rate Studies, as I stated, the rate study is performed by a Financial Company such as GovRates, BESH only provides engineering assistance.

Another item I would like to note, whether we start the Capital improvement plan updates now or later, we will need to identify capital improvements that are planned short term that will add to the operating budget of Utilities. Usually rate studies are done in conjunction with the Capital improvement plan updates so short term and long term improvements are identified. Long term improvements programmed over 5 years are typically not included in a rate study.

Duane K Booth, PE

Booth Ern Straughan & Hiott, Inc.

902 N Sinclair Ave Tavares, Florida 32778 352-343-8481 (office) 352-267-4435 (cell) duanebooth@besandh.com

Good...Better...BESH!

From: Mike Scullion

Sent: Monday, September 10, 2018 10:22 AM **To:** Duane Booth < duanebooth@besandh.com >

Subject: Fruitland Park Rate Study

Duane,

Attached is the executed proposal, the proposal from Willdan Financial Services, and the proposal from GovRates. We have worked with Bryan Mantz of Gov Rates in Umatilla and Mount Dora. Please let me know if you need additional information.

Thanks, Mike

From: Amy Malone

Sent: Monday, September 10, 2018 10:14 AM **To:** Mike Scullion < mscullion@besandh.com>

Subject: COFP proposal

Amy S. Malone Administrative Assistant Booth, Ern, Straughan & Hiott, Inc. 902 N. Sinclair Avenue Tavares, FL 32778 352-343-8481 Phone 352-343-8495 Fax





AGENDA ITEM NUMBER
4d

AGENDA ITEM SUMMARY SHEET

	I II St INCO	ding Ordin	ance zuic	s-018 water						
	Rate Inc	Rate Increase								
For the Meeting of:	Septeml	September 27, 2018								
Submitted by:	City Trea	asurer								
Date Submitted:	Septeml	September 20, 2018								
Are Funds Required:		Yes	X	No						
Account Number:	N/A		·							
Amount Required:	N/A									
Balance Remaining:	N/A									
Attachments:	Yes									
Action to be Taken: Approval				changed from \$16.74 to \$17.10, an additional 36 cents. Action to be Taken: Approval						
	-1									
Staff's Recommendation: Appro	ovai									
Staff's Recommendation: Appro	ovai									

ORDINANCE 2018-015

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA ADJUSTING THE WATER UTILITY RATES BASED ON THE CPI IN ACCORDANCE WITH SECTION 50.30(N), IN CHAPTER 50 OF THE CODE OF ORDNANCES; TO BE EFFECTIVE OCTOBER 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 owns, operates and maintains a potable water services utility; and

WHEREAS, the City of Fruitland Park provides potable water within its utility district and charges its customers a water utility rate for providing such service; and

WHEREAS, Sec. 50.30 (N) in Chapter 50 of the Code of Ordinances of the City of Fruitland Park provides in part that the water rates may adjust annually effective October 1 in accordance with the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index of All Urban Customers (CPI-U); "All Items", U.S. Cities Average (1982-1984-100), and that the adjustment will be presented to the city commission; and

WHEREAS, the City Commission enacted Ordinance 2005-031, which allowed for adjustment of water rates in accordance with changes in the cost of living; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined it is necessary to uniformly increase the water base rate by the Consumer Price Index (CPI) for 2018 (2.1%) to be effective October 1, 2018; and will result in an increase in the water rates: and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida hereby finds and declares that the 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 the made an integral part of this ordinance.

Section 2. Water Rates

That Sections 50.30(A) and (B) in Chapter 50, of the Fruitland Park Code of Ordinances are hereby amended to read as follows:

Section 1. Chapter 50, Section 50.30 (A) shall be amended to read as follows"

Sec. 50.30. Charge or rate for water services.

Any user for the services of the waterworks system of the city shall pay therefore the following rates for water services beginning October 1, 2018, which rates shall be applicable to all customers of the waterworks system, except as otherwise provided hereafter:

- (A) Water rates within the city.
 - 1. Except as provided in subsection 2, water rates within the city shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective October 1, 2018, the base rate shall be \$17.10 and the charge per 1,000 gallons of actual use shall be as follows:

	Minimum (in	Maximum (in	Rate per 1,000
Tier	gallons)	gallons)	gallons
1	0	3,000	No additional charge
2	3,001	5,000	1.00
3	5,001	9,000	1.39
4	9,001	14,000	1.83
5	14,001	18,000	2.43
6	Above 18,001		2.98

2. The bulk potable water rate within the city for water provided to Central Sumter Utility Company, LLC, shall be \$.84 per 1,000 gallons effective October 1, 2018. The rate will be adjusted any time the city adjusts the base rate for residential water by the same percentage increase or decrease in the city's base rate for residential water.

		Maximum (in	Rate per 1,000
Tier	Minimum(in gallons)	gallons)	gallons
1	0	3,000	No additional charge
2	3,001	5,000	1.25
3	5,001	9,000	1.74
4	9,001	14,000	2.28
5	14,001	18,000	3.05
6	Above 18,001		3.72

(B) Water service outside the city

Users receiving service outside the city limits shall pay a charge of 125 percent of the rates set forth in subsection (A)(1) above. The water rates shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective October 1, 2018, the base rate shall be \$21.37 and the charge per 1,000 gallons of actual use shall be as follows:

Section 3. Conflicts and Ordinances Repealed.

All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Severability.

If any section, sentence, phrase, or 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 be effective immediately upon adoption; however, the water rate adjustments shall be implemented October 1, 2018.

PASSED AND DULY ADOPTED this Florida.	, 2018 by the City of Fruitland Park
Christopher Cheshire, Mayor	
Attest:	
Esther Coulson, City Clerk	

Commissioner Bell Vice Mayor Gunter Commissioner Lewis Commissioner Ranize	(Yes),(Yes),	、	(Abstained),	(Absent) (Absent)
Mayor Cheshire	(Yes),	(No),	(Abstained),	(Absent)
First Reading Septemb	oer 27, 2018			
Approved as to form a	and legality:			
 Anita Geraci-Carver, C	`itv Attornev			

WATER RATES-2010-2019 YR_BUDGET FY2019

FY2018 (10/1/2017 - 09/30/2018) INCREASE at 2.5 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4
BASE RATE	0-3,000	16.74	16.74	20.93	20.93
TIER 1 (per 1K)	3,001-5,000	0.98	0.98	1.23	1.23
TIER 2	5,001-9,000	1.36	1.36	1.70	1.70
TIER 3	9,001-14,000	1.79	1.79	2.23	2.23
TIER 4	14,001-18,000	2.38	2.38	2.98	2.98
TIER 5	18,001-99,999,999	2.92	2.92	3.65	3.65

2.50%

BULK	0.82
------	------

FY2019 (10/1/2018 - 09/30/2019) INCREASE at 2.1 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4
BASE RATE	0-3,000	17.10	17.10	21.37	21.37
TIER 1 (per 1K)	3,001-5,000	1.00	1.00	1.25	1.25
TIER 2	5,001-9,000	1.39	1.39	1.74	1.74
TIER 3	9,001-14,000	1.83	1.83	2.28	2.28
TIER 4	14,001-18,000	2.43	2.43	3.05	3.05
TIER 5	18,001-99,999,999	2.98	2.98	3.72	3.72

2.10%

BULK 0.84

DOL 01/2018 CPI-U 2.1%

http://www.bls.gov/news.release/pdf/cpi.pdf

MAKE CHECKS PAYABLE TO:



CITY OF FRUITLAND PARK UTILITY DEPT. 506 W. BERCKMAN STREET FRUITLAND PARK, FL 34731 (352) 360-6727

E-Z PAY BANKDRAFT OPTION (SEE REVERSE SIDE)

UTILITY PAYMENT DROP BOX IN PARKING LOT OF CITY HALL

CASHIER HOURS 8:00 a.m. - 4:30 p.m.

ADDRESSEE:

1-1-1**********AUTO**SCH 5-DIGIT 34731

RETURN THIS STUB WITH PAYMENT TO CITY OF FRUITLAND PARK

PLEASE WRITE THE BILL NUMBER OR ACCOUNT NUMBER ON YOUR CHECK

METER LOCATION	APT	FROM	TO
506 W BERCH BILL DATE 09/25/2018	ACCOUNT NUMBER		09/17/2018 UMBER 077
PAY BEFORE DUE DATE	PAY AFTER DUE DATE	PAYMENT	AMOUNT

REMITTO:

Please check box if above address is incorrect, and indicate change(s)

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

BASE WATER RATE INCREASE 2.1% STARTING OCTOBER 1, 2018
WATER WAS \$16.74, NOW \$17.10
FINAL VOTE FOR WATER RATE INCREASE 10/11/2018 CITY HALL, 6PM.

VISIT WWW.FRUITLANDPARK.ORG FOR ONLINE UTILITY BILL PAYMENT PAYMENT IS ALWAYS DUE BY THE 10TH / SHUT OFF IS ALWAYS THE 21ST

NAME: CITY OF FRUITLAND PARK							
ACCOUNT NO.	FROM	TO	BILL DATE		METER LOCATI	ON	
1010000500	08/31/2018	09/17/2018	09/25/2018	506	W BERCKMAN	ST CH	
SERVICE CHARGE	PREVIOUS	PRESE	NT	USAGE		CURR CHG	

WATER SEWER STMWTR 16.74 104.87 2.00

A 10% PENALTY APPLIES TO THE UNPAID BALANCE AFTER THE 10TH OF THE MONTH. WATER SERVICE WILL BE SHUT OFF ON THE 21ST IF THE BILL IS NOT PAID BY 5PM ON THE 20TH.

PAST DUE	THIS BILLING	TOTAL DUE	ACCOUNT	DUE
0.00	123.61	123.61	1010000500	10/10/2018
BILL NUMBER	PENALTY	12.36	PAY BEFORE DUE DATE	123.61
386077	PAYMENT AMOUNT	135.97	PAY AFTER DUE DATE	135.97



CITY OF FRUITLAND PARK UTILITY DEPT.

506 W. BERCKMAN STREET FRUITLAND PARK, FL 34731 (352) 360-6727

After-Hours Utility Emergency - Please contact the Lake County Sheriff's Office at (352) 343-2101

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS.

CASHIER HOURS 8:00 a.m. - 4:30 p.m.

BILL IS DUE AND PAYABLE UPON RECEIPT. A 10% PENALTY IS APPLIED IF PAID AFTER 10TH OF MONTH.

PAY BEFORE DUE DATE

123.61

PAY AFTER DUE DATE

135.97

CFP-1178-4



AGENDA ITEM NUMBER
4e

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-051 IC International Car Wash Site Plan					
For the Meeting of:	September 2	September 27, 2018				
Submitted by:	City Manager	City Manager/Community Development Director				
Date Submitted:	September 1	8, 2018				
Are Funds Required:		Yes	X	No		
Account Number:	N/A					
Amount Required:	N/A					
Balance Remaining:	N/A					
Attachments:	Yes					
Action to be Taken: Adopt Reso		1				
Staff's Recommendation: Site p	lan approval.					
Additional Comments:						
Reviewed by:City Manager						
Authorized to be placed on the Re	gular agenda:	Ma	yor			

RESOLUTION 2018-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF A CARWASH FACILITY LOCATED ON U.S. HIGHWAY 441/17 WITH ADDITIONAL ACCESS ON S. DIXIE AVENUE IN FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property owned by Fruitland Park Holdings, LLC (Parcel Nos. 10-19-24-000300004200 and 10-19-24-000300006800) consists of 1.7 +/- acres and is zoned General Commercial C-2 (the "Property"); and

WHEREAS, the applicant has petitioned for site plan approval to construct a 3,200 square foot car wash facility which is a single tunnel automatic carwash with no detailing provided, a small office for employees only and vacuum stations; 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:

WHEREAS, the Planning and Zoning Board on September 20, 2018 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.

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 IC International Carwash Site Plan, <u>a copy of which is attached hereto</u>, for the real property described in **Exhibit A** attached hereto is **GRANTED** subject to the following conditions:

• The applicant must comply with the City of Fruitland Park's non-residential design standards.

• The applicant shall comply with Lake County requirements to design, permit (right-of-way utilization permit) and construct a 5 ft sidewalk (approximately 109 ft) along CR25A (Dixie Avenue) frontage.

<u>Section 2</u>. 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 27^{th} day of September 2018, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park				
Chris Cheshire, Mayor				
Attest:				
Esther B. Coulson, City C	lerk			
Mayor Cheshire _	(Yes),	(No),	(Abstained),	(Absent)
Vice Mayor Gunter _	(Yes),	(No),	(Abstained),	(Absent)
Commissioner Lewis _	(Yes),	(No),	(Abstained),	(Absent)
			(Abstained),	
			(Abstained),	
Approved as to form and l	agality:			
Approved as to form and i	eganty.			
Anita Geraci-Carver, City	Attorney	-		

EXHIBIT A

Parcel 1:

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 566.5 FEET SOUTH AND 100 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION: RUN THENCE EAST 100 FEET; THENCE SOUTH 200 FEET TO THE NORTH LINE OF THE HIGHWAY; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF THE HIGHWAY, A DISTANCE OF 110.5 FEET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 153.1 FEET TO THE POINT OF BEGINNING.

Parcel 2:

THAT PART OF THE NORTH 229 FEET OF THE SOUTH 991 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27.

NOTICE OF SITE PLAN APPROVAL

TO: Fruitland Park Holdings, LLC 1330 Saxon Blvd. Orange City, FL 32763

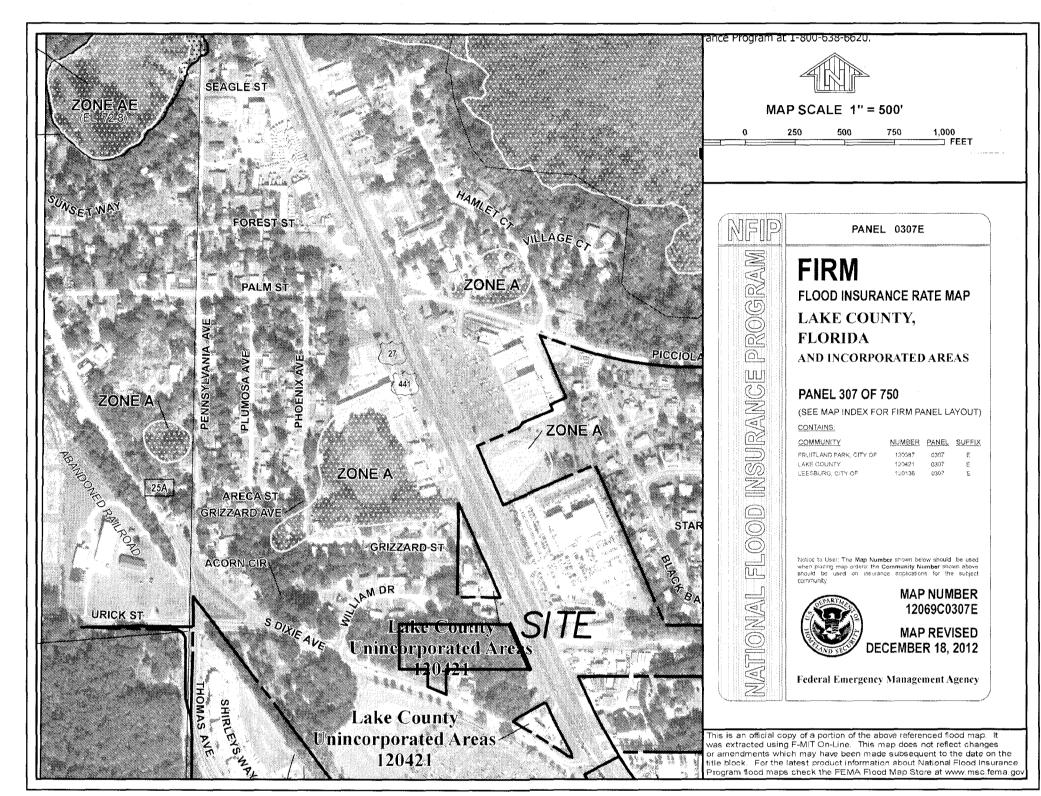
You are hereby notified that site plan approval subject to the conditions outlined below has been given for construction of a 3,200 square foot car wash facility which is a single tunnel automatic carwash with no detailing provided, a small office for employees only and vacuum stations on the property described in **Exhibit A** attached hereto which lies wholly within the city limits of the City of Fruitland Park.

- The applicant must comply with the City of Fruitland Park's non-residential design standards.
- The applicant shall comply with Lake County requirements to design, permit (right-of-way utilization permit) and construct a 5 ft sidewalk (approximately 109 ft) along CR25A (Dixie Avenue) frontage.

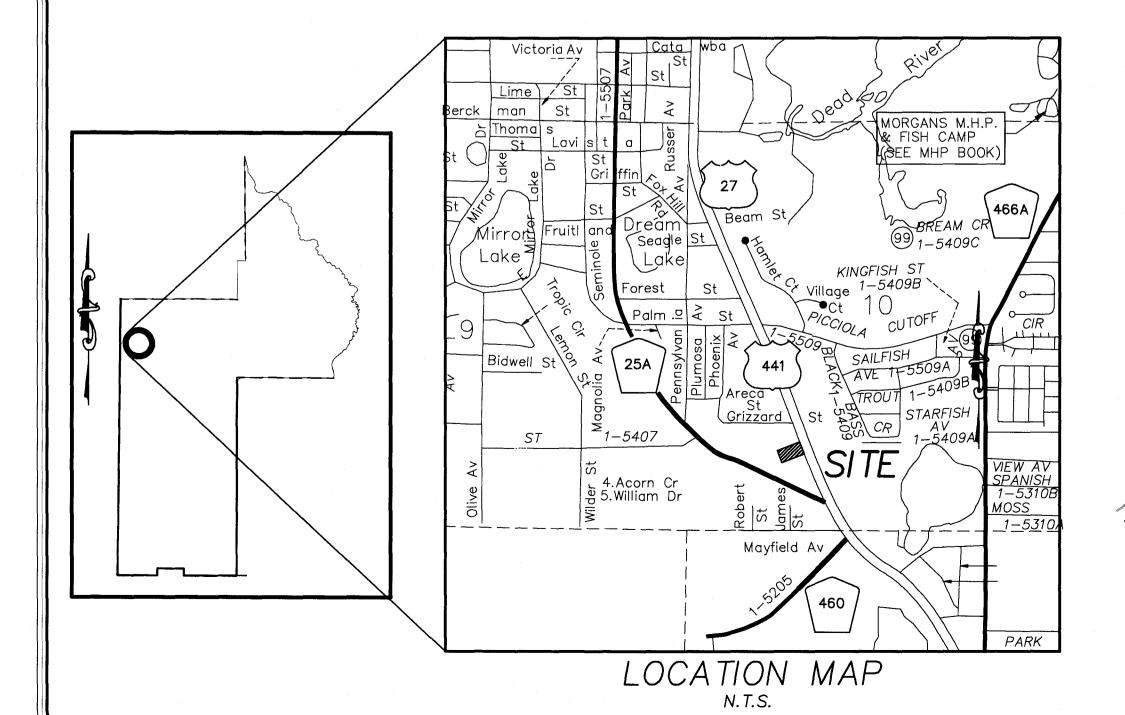
Under penalty of law, the above-referenced property may not be subdivided or split without the express written approval of the City Commission of the City of Fruitland Park.

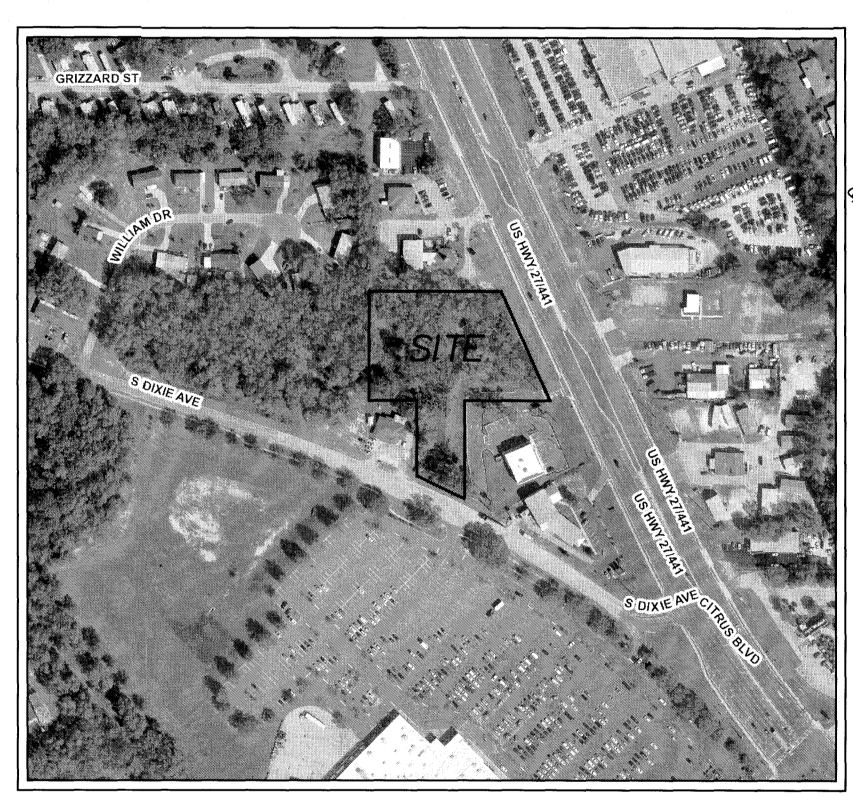
Chris Cheshire, Mayor
City of Fruitland Park
Attest:
Esther B. Coulson, City Clerk
City of Fruitland Park
Approved as to form:
Anita Geraci-Carver, City Attorney
City of Fruitland Park

IC INTERNATIONAL CAR WASH FRUITLAND PARK, FLORIDA 34731



FEMA MAP 12069C0307E





AERIAL MAP ALTERNATE KEY #1170621 SCALE: 1"=200'



225 West Main Street, Tavares, Florida 32778 www.wicksengineering.com (352) 343-8667 C.A. #30062

INDEX OF SHEETS

- COVER SHEET
- GENERAL NOTES
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- SURVEY
- DEMOLITION & EROSION CONTROL PLAN
- SITE PLAN
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- AUTOTURN SIMULATION (FIRE TRUCK)
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- 11. ENTRANCE ROAD PLAN & PROFILE
- 12. UTILITY PLAN
- LIFT STATION DETAIL
- CONSTRUCTION, DRAINAGE & UTILITY DETAILS
- 15. UTILITY DETAILS
- 16. LANDSCAPE PLAN
- 17. BUILDING ELEVATIONS & DESIGN STANDARDS

OWNER: FRUITLAND PARK HOLDINGS, LLC. TEJINDER GREWALL, MANAGER 1330 SAXON BLVD.

ORANGE CITY, FL. 32763

PHONE: 480-717-7100

EMAIL: TJ@TJOIL. NET

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- 2. THE BOUNDARY AND TOPOGRAPHIC SURVEYS FOR THIS PROJECT WERE PERFORMED BY OTHERS AND WICKS CONSULTING SERVICES, INC. ASSUMES NO RESPONSIBILITY. IN WHOLE OR IN PART, FOR THE COMPLETENESS AND ACCURACY OF THE SURVEYS. WICKS CONSULTING SERVICES, INC. HAS RELIED UPON THE SURVEYS IN PREPARING THE CIVIL ENGINEERING DESIGN SHOWN IN THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY THE EXISTING TOPOGRAPHIC DATA, THE LOCATION OF EXISTING SITE FEATURES, UTILITIES AND ALL OTHER SITE CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCING WORK. DIFFERING SITE CONDITIONS SHALL BE DISCLOSED AS DESCRIBED IN GENERAL NOTE
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
- 4. ALL MATERIALS, INSTALLATION, AND TESTING SHALL BE IN ACCORDANCE WITH LOCAL JURISDICTIONS AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. WHERE THE SPECIFICATIONS CONFLICT, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
- 5. THE SUBSURFACE INFORMATION FOR THIS PROJECT WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. INFORMATION SHOWN, INCLUDING GROUND WATER LEVELS, REPRESENTS EXISTING CONDITIONS AT THE SPECIFIC BORING LOCATIONS AT THE TIME THE BORINGS WERE MADE. DIFFERING SITE CONDITIONS SHALL BE DISCLOSED AS DESCRIBED IN GENERAL NOTE NUMBER 1.
- 6. THE SITE IS CLASSIFIED AS ZONE "X", PER FEMA FLOOD MAP PANEL 12069C0307E DATED DECEMBER 18, 2012
- 7. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION "ROADWAY DESIGN STANDARDS"
- 8. ALL HANDICAP ACCESSIBLE CURB RAMPS SHALL BE CONSTRUCTED (INCLUDING THE WALKING SURFACE) IN COMPLIANCE WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, SECTION 11 AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) INDEX 304.
- 9. THE CONTRACTOR SHALL COORDINATE CIVIL DRAWINGS WITH ALL TRADES, INCLUDING BUT NOT LIMITED TO MECHANICAL, ELECTRICAL, IRRIGATION, FIRE SYSTEMS. IF ANY DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING IMMEDIATELY.
- 10. SIGNAGE AND STRIPING SHALL CONFORM TO THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD). SIGNS SHALL BE ERECTED ACCORDING TO THE REFERENCE NUMBERS DESIGNATED BY THE FDOT OR THE MUTCD.
- 11. ALL WORK SHALL BE OPEN TO AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE OWNER, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER AND REGULATORY AGENCIES. ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO REQUIRED INSPECTIONS.
- 12. ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL SHALL BE REPORTED TO ENGINEER/OWNER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY ENGINEER/OWNER.
- 13. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR ENGINEERING AND AGENCY APPROVAL PRIOR TO PROCUREMENT OF MATERIALS.
- 14. CONTRACTOR TO SUBMIT COPIES OF ALL TESTING REPORTS TO THE OWNER AND ENGINEER FOR ACCEPTANCE AND CERTIFICATIONS.
- 15. ANY PUBLIC LAND CORNER, WITHIN THE LIMITS OF CONSTRUCTION, IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT YET BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE OWNER, ENGINEER & SURVEYOR WITHOUT DELAY. DISTURBED MONUMENTATION SHALL BE RESTORED BY A FLORIDA LICENSED LAND SURVEYOR AT CONTRACTOR'S EXPENSE.
- 16. ALL AREAS WHERE PAVEMENT, BUILDING SLABS, FOUNDATIONS, UTILITIES, CONDUITS, AND/OR UTILITY STRUCTURES HAVE BEEN REMOVED SHALL BE BACKFILLED WITH SELECT BACKFILL MATERIAL. ALL SELECT BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED PER THE REQUIREMENTS OF THE LOCAL JURISDICTION.
- 17. REFER TO F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX FOR CONSTRUCTION OF SITE ITEMS.
- 18. CONTRACTOR SHALL MEET ALL LOCAL STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC (MOT) PLANS & SIGNAGE THAT WILL BE REQUIRED FOR THIS PROJECT AND SHALL BE INCLUDED IN THE BID FOR THIS PROJECT.
- 19. ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION PERIOD.
- 20. UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL PROVIDE FOR THE LAYOUT OF ALL OF THE WORK TO BE CONSTRUCTED. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- 21. ALL TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CONTRACTOR SHALL PROVIDE TESTING SERVICES THROUGH A FLORIDA LICENSED GEOTECHNICAL ENGINEERING FIRM ACCEPTABLE TO THE OWNER AND ENGINEER. CONTRACTOR TO SUBMIT TESTING FIRM TO OWNER FOR APPROVAL PRIOR TO COMMENCING TESTING. TESTING OF SUB GRADE, BASE, AND ASPHALT FOR THICKNESS AND DENSITY SHALL BE PERFORMED AT NO MORE THAN 200' INTERVALS.
- 22. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, SEWER SYSTEM, AND PAVING SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
- 23. DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL TAKE SPECIAL CARE AND PROVIDE ADEQUATE PROTECTION IN ORDER TO MINIMIZE DAMAGE TO VEGETATION, SURFACED AREAS, AND STRUCTURES WITHIN RIGHT-OF-WAY, EASEMENTS AND ON CONSTRUCTION SITE, AND TAKE FULL RESPONSIBILITY FOR THE REPLACEMENT OR REPAIR THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL MAKE GOOD ALL DAMAGE TO PAVEMENT, BUILDINGS, TELEPHONE OR OTHER CABLES, SANITARY PIPES, OR OTHER STRUCTURES BEYOND THE LIMITS OF THIS PROJECT WHICH MAY BE ENCOUNTERED, WHETHER OR NOT SHOWN ON THE DRAWINGS.
- 24. TEMPORARY FACILITIES: THE CONTRACTOR SHALL FURNISH WATER AND ELECTRIC POWER AS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL TEMPORARY CONNECTIONS AND FOR REMOVING SAME AFTER CONSTRUCTION HAS BEEN COMPLETED. THE CONTRACTOR SHALL PROVIDE TEMPORARY TOILET FACILITIES AND ENCLOSURES FOR THE USE OF ALL WORKMAN, AT A LOCATION ON THE PROJECT WHICH SHALL BE APPROVED BY THE JURISDICTION. SUCH FACILITIES SHALL COMPLY WITH ALL LOCAL CODES AND SHALL BE MAINTAINED IN SANITARY CONDITION AT ALL TIMES. NO WORK SHALL BE STARTED UNTIL THESE FACILITIES ARE ON THE JOB SITE.

GENERAL NOTES (CONT)

- 25. MAINTENANCE OF TRAFFIC: THE CONTRACTOR SHALL BE RESPONSIBLE, DURING THE COURSE OF CONSTRUCTION, FOR PROPER MAINTENANCE, CONTROL, AND DETOUR OF TRAFFIC IN THE AREA OF CONSTRUCTION. ALL TRAFFIC CONTROL AND MAINTENANCE PROCEDURES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION INDEX #600 AND LAKE COUNTY, FLORIDA, WITHIN THEIR RESPECTIVE AREAS OF JURISDICTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY, AS BIDDER, PRIOR TO SUBMITTING HIS BID, TO DETERMINE THE REQUIREMENTS OF THESE AGENCIES SO THAT HIS PROPOSAL REFLECTS ALL COSTS TO BE INCURRED. NO CLAIMS FOR ADDITIONAL PAYMENT SHALL BE CONSIDERED FOR COSTS INCURRED DUE TO THE PROPER MAINTENANCE, CONTROL, DETOUR, AND PROTECTION OF
- 26. FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL FOR THE AFFECTED WORK.
- 27. ALL AREAS WITHIN RIGHT-OF-WAY SHALL BE FINISH GRADED WITH A SMOOTH TRANSITION INTO EXISTING GROUND. ALL SWALES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING. ALL DISTURBED AREAS SHALL BE RAKED CLEAN OF ALL LIMEROCK AND ROCKS AND SODDED AFTER FINAL GRADING IN ACCORDANCE WITH THE CONSTRUCTION PLANS PRIOR TO FINAL INSPECTION. ALL GRASSING SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE OWNER.

DEMOLITION AND EARTHWORK NOTES

- 1. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS. ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
- ALL DEBRIS AND WASTE MATERIALS GENERATED BY DEMOLITION OR SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY. THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION. CONSTRUCTION WORK AND HAULING WASTE MATERIAL. ALL ASSOCIATED COSTS AND PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR PAVEMENT REPAIRS AND/OR RESURFACING TO ALL EXISTING ROADS WHICH ARE SAW-CUT OR DAMAGED DURING CONSTRUCTION.
- 4. ANY ENCOUNTERED CONTAMINATED MATERIALS SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER IN ACCORDANCE WITH FEDERAL STATE, AND LOCAL REGULATIONS. (REFER TO TREE PROTECTION REQ.)
- 5. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR FIELD VERIFICATION OF THE EXISTING UTILITIES. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY TO ENSURE THE INTEGRITY OF THE SYSTEM.
- 6. PRIOR TO DEMOLISHING UTILITY LINES, CONTRACTOR SHALL VERIFY FLOW DIRECTIONS FROM EXISTING BUILDINGS WHICH ARE TO REMAIN. IF DEMOLITION WILL CUT OFF THESE FACILITIES, THE ENGINEER, ARCHITECT, OWNER (AND/OR OWNERS REPRESENTATIVE) SHALL BE CONTACTED IMMEDIATELY.

- 7. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.
- SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. REPAIR OR RECONSTRUCTION OF DAMAGED AREAS ON SURROUNDING PROPERTIES SHALL BE PERFORMED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING FOR SITE CONSTRUCTION INCLUDING CLEARING FOR PAVING, UTILITIES, DRAINAGE FACILITIES AND BUILDING CONSTRUCTION. ALL AREAS TO BE CLEARED SHALL BE FIELD STAKED AND REVIEWED BY THE OWNER AND ENGINEER PRIOR TO ANY CONSTRUCTION.
- 10. WHEN CLEARING LAND FOR THE PROJECT, A BURN PERMIT MUST BE OBTAINED FROM THE JURISDICTION AND THE DEPARTMENT OF FORESTRY PRIOR TO BURNING ANY MATERIAL.
- 11. THE FIRE DEPARTMENT WILL ISSUE A BURNING PERMIT TO ALLOW BURNING OF CLEARED MATERIAL ONLY IF THE FOLLOWING CONDITIONS ARE MET: A. AN AIR CURTAIN INCINERATOR PROCESS IS USED DURING THE BURNING PROCESS. B. THE BURN PIT IS AT LEAST 300 FEET AWAY FROM ANY STRUCTURE. C. THE BURN PIT IS AT LEAST 100 FEET AWAY FROM THE ROAD.
- 12. ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NON ORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE. ALL CLAY ENCOUNTERED SHALL BE EXCAVATED OUT AND REPLACED WITH CLEAN GRANULAR FILL MATERIALS.
- 13. ALL FILL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL. FILL SHALL BE CLEAN, NON-ORGANIC, GRANULAR MATERIAL WITH NOT MORE THAN 10% PASSING THE NO. 200 SIEVE.

EROSION & SEDIMENT CONTROL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR: (NPDES) PERMITTING:
 - A. PREPARING AND SUBMITTING FDEP NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) APPLICATIONS AND FORMS.
- B. FDEP NOTICE OF INTENT APPLICATION FEES. C. PREPARING THE FDEP STORMWATER POLLUTION PREVENTION

PLAN (SWPPP)

- 2. PRIOR TO EARTH WORK OR CONSTRUCTION, THE CONTRACTOR SHALL POST A COPY OF THE COMPLETED FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AT THE SITE.
- 3. THE CONTRACTOR SHALL OBTAIN COPIES OF THE APPROPRIATE WATER MANAGEMENT DISTRICT PERMITS PRIOR TO COMMENCING WORK FOR THIS PROJECT AND HAVE POSTED AT CONSTRUCTION SITE.
- 4. SILT SCREENS AND TURBIDITY BARRIERS MUST REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION AT ALL LOCATIONS SHOWN UNTIL CONSTRUCTION IS COMPLETE, SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.
- 5. THE EROSION CONTROL MEASURES SHOWN HEREON ARE INTENDED AS MINIMUM STANDARDS. ANY EROSION CONTROL REQUIRED BEYOND THAT SPECIFIED TO MAINTAIN SITE EROSION SHALL BE CONSIDERED AS INCLUDED WITHIN THIS CONTRACT.

EROSION & SEDIMENT CONTROL NOTES (CONT)

- 6. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE LOCAL WATER MANAGEMENT DISTRICT. AND FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION STANDARDS, FDOT INDEX #102 AND BEST MANAGEMENT PRACTICES. HAY BALES ARE NOT ACCEPTABLE. COCONUT FIBER MATERIALS ARE ACCEPTED.
- 7. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION.
- 8. ALL PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, AND ANY DISTURBED LAND AREAS SHALL BE COMPLETED WITHIN 15 CALENDAR DAYS AFTER FINAL GRADING. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.
- 9. PRIOR TO INITIATING CONSTRUCTION OF PLANNED IMPROVEMENTS, ALL WRA'S WILL BE EXCAVATED AND ROUGH GRADED TO PROVIDE SEDIMENT AND RUNOFF CONTROL DURING CONSTRUCTION.
- 10. ALL DISTURBED AREAS WILL BE BROUGHT TO FINAL GRADE AND SEEDED AND MULCHED AS SOON AS POSSIBLE
- 11. AREAS WHICH MAY ERODE DUE TO SLOPES OR CONCENTRATED RUNOFF DURING CONSTRUCTION WILL BE TREATED. TEMPORARY SLOPE DRAIN PROTECTION WILL BE PROVIDED PER FDOT ROAD DESIGN STANDARD INDEX NO. 100.
- 12. OFF SITE DISCHARGE OF UNTREATED STORMWATER WILL BE PREVENTED USING TEMPORARY BERMS AND DIKES WHERE NEEDED
- 13. INSPECTIONS SHALL BE MADE IN ACCORDANCE WITH THE NPDES PERMIT BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS. ANY NECESSARY REMEDIES AND MAINTENANCE SHALL BE PERFORMED WITHOUT DELAY.
- 14. ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- 15. EROSION AND SEDIMENT MATERIALS FROM THIS PROJECT SHALL BE CONTAINED ON-SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS. LAKES AND PONDS.
- 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS

<u>STORMWATER AND GRADING NOTES</u>

- 1. ALL OPEN DRAINAGE SWALES SHALL BE GRASSED OR LINED WITH APPROVED REINFORCED EARTH MATTING. APPROVED RIP RAP PER FDOT INDEX #100 MUST BE PLACED AS NECESSARY TO CONTROL EROSION.
- 2. BENCHMARK LOCATIONS AND ELEVATIONS ARE AS REPRESENTED BY THE SURVEYOR AT THE TIME OF THE SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.
- 3. SPOT ELEVATIONS SHOWN FOR INLETS AND MANHOLES ARE AT TOP OF RIM.
- 4. ALL GRADING AND SITE PREPARATION SHALL CONFORM TO THE LOCAL JURISDICTION'S
- 5. ALL OPEN AREAS WITHIN LIMITS OF CONSTRUCTION AND CONSTRUCTION EASEMENTS SHALL BE SODDED WITH BAHIA SOD BY CONTRACTOR UNLESS OTHERWISE NOTED ON PLANS.
- 6. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED WITH 4' OF FILTER FABRIC CENTERED ON EACH JOINT.
- 7. CONTRACTOR SHALL DEWATER WHERE REQUIRED TO MEET TECHNICAL REQUIREMENTS.
- 8. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON 8. ALL CONCRETE STORM SEWER PIPE TO BE REINFORCED CONCRETE PIPE CLASS III, EXCEPT WHERE OTHERWISE NOTED ON THE PLANS OR REQUIRED BY JURISDICTION. HDPE STORM PIPE SHALL BE APPROVED BY JURISDICTION AND ENGINEER AND SHALL MEET ASTM-477. PVC STORM PIPE SHALL BE ADS OR APPROVED EQUAL.
 - GEOTECHNICAL SERVICES HAVE BEEN PROVIDED AS REFERENCED BELOW. GEOTECHNICAL RECOMMENDATIONS ARE NOT THE RESPONSIBILITY OF WICKS CONSULTING SERVICES, INC. AND HAS RELIED ON THE BELOW REFERENCED GEOTECHNICAL REPORT'S IN PREPARATION OF THE DRAWINGS. ANY CONFLICT BETWEEN INFORMATION WITHIN THE REPORT AND THESE DRAWINGS SHALL BE REPORTED TO ENGINEER/OWNER. WICKS CONSULTING SERVICES. INC. ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS. COMPLETENESS OR ACCURACY OF GEOTECHNICAL INFORMATION.
 - 10. GEOTECHNICAL REPORT PREPARED BY: ANDREYEV ENGINEERING. INC. REPORT #: GPGT-17-132; REPORT DATE: NOVEMBER 29, 2017
 - 11. ALL OFF-SITE DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION, OR BETTER.
 - 12. ALL STORM STRUCTURES SHALL CONFORM WITH FDOT STANDARD INDEX DRAWINGS AND SPECIFICATIONS EXCEPT THAT DITCH BOTTOM INLETS IN PAVED AREAS SHALL HAVE TRAVERSABLE, TRAFFIC BEARING GRATES SUPPORTED BY STEEL ANGLE SEATS OR SUPPORTED ON FOUR SIDES. GRATES SHALL BE STEEL UNLESS OTHERWISE SPECIFIED OR APPROVED.
 - 13. EXISTING TOPOGRAPHY BASED ON DRAWING PREPARED BY: SURVEYOR: ALTAMAX SURVEYING DRAWING DATED: FEBRUARY 03, 2017 PROJECT NUMBER: 901692
 - 14. ALL STORMWATER STRUCTURES SHALL HAVE CEMENT BENCHING FROM THE BOTTOM OF THE STRUCTURE TO THE LOWEST PIPE INVERT AND SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE UNLESS OTHERWISE NOTED.
 - 15. ALL DISTURBED AREAS ON-SITE SHALL BE SODDED WITH SOD OF LIKE TYPE AND QUALITY TO MATCH EXISTING. ALL DISTURBED AREAS OFF-SITE SHALL BE SODDED WITH ARGENTINA BAHIA. ALL SOD SHALL BE NON-MUCK FARM GROWN.

ROUTINE MAINTENANCE -- STORMWATER

- 1. AFTER COMPLETION OF CONSTRUCTION, WRA'S WILL BE MOWED AND MAINTAINED AS PART OF THE NORMAL LAWN AND OPEN SPACE MAINTENANCE.
- 2. TRASH AND DEBRIS THAT ACCUMULATES WITHIN THE WRA'S, SWALES, PIPES, AND INLETS WILL BE MANUALLY COLLECTED AND DISPOSED OF WITH OTHER NORMAL SOLID WASTE.
- ANY EROSION, LOSS OF GRASS, ETC., WILL BE REPAIRED OR REPLACED ROUTINELY AND
- 4. PIPES, INLETS, FLUMES, AND OTHER CONTROL DEVICES WILL BE INSPECTED ANNUALLY AND REPAIRS MADE AS NEEDED.
- 5. BEST MANAGEMENT PRACTICES SHALL BE USED TO ASSURE EROSION AND SEDIMENT IS CONTROLLED. ADDITIONAL MEASURES MAY BE REQUIRED DURING CONSTRUCTION.

TREE PROTECTION REQUIREMENTS

- 1. PROTECT DESIGNATED EXISTING TREES AGAINST -UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS -SKINNING AND BRUISING OF BARK -SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP-LINE -EXCESS FOOT OR VEHICULAR TRAFFIC -PARKING VEHICLES WITHIN DRIP-LINE
- 2. ERECT TEMPORARY TREE PROTECTION FENCING AS SHOWN ON THE DETAIL SHEETS. BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. ALL FENCING SHOULD BE A MINIMUM OF 10' CLEAR DISTANCE FROM THE FACE OF ANY TREES AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS, ON TREES LARGER THAN 20' DBH. BARRICADES SHALL BE NO CLOSER THAN 15' FROM FACE OF TREE. WHEN PAVING, EXCAVATION OR HARDSCAPE MUST BE DONE WITHIN BARRICADES. BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT FDGE OF WORK, FXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO ENSURE THAT NO DAMAGE TO THE TREE OCCURS.
- 3. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
- 4. WHEN NECESSARY TO CUT ROOT OVER 1-1/2" DIAMETER OF TREES TO REMAIN, CUT MUST BE A CLEAN CUT, COAT CUT FACES OF ROOTS WITH AN EMULSIFIED ASPHALT OR OTHER ACCEPTABLE COATING FORMULATED FOR USE ON DAMAGED PLANT TISSUE. TEMPORARILY COVER EXPOSED ROOTS WITH WET BURLAP TO PREVENT DRYING AND COVER WITH EARTH AS SOON AS POSSIBLE.
- 5. NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE
- 6. INTERFERING BRANCHES MAY BE REMOVED AT THE DIRECTION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE BY A QUALIFIED TREE SURGEON.
- 7. REPAIR OR REPLACE TREES INDICATED TO REMAIN, WHICH ARE DAMAGED IN THE CONSTRUCTION OPERATIONS. IN A MANNER ACCEPTABLE TO THE OWNER. EMPLOY A QUALIFIED TREE SURGEON TO REPAIR MAJOR DAMAGES TO TREES AND SHRUBS, PROMPTLY, TO PREVENT PROGRESSIVE DETERIORATION'S CAUSED BY THE DAMAGE.
- 8. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF TREES DAMAGED BEYOND REPAIR WITH 3 TREES OF SIMILAR QUALITY AND SPECIES, SIZED TO MATCH THE LARGEST TREES OF THAT SPECIES BEING PLANTED AS PER THE LANDSCAPE PLANS. IF TREES ARE HARMED THROUGH LACK OF PROTECTION OR THROUGH NEGLIGENCE ON THE PART OF THE CONTRACTOR, THE CONTRACTOR SHALL BEAR THE BURDEN OF THE COST OF REPAIR OR REPLACEMENT.

RECORD DRAWINGS

1. THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD WITH RECORD SURVEYS OF THE INSTALLED WATER, RECLAIM, WASTEWATER AND STORMWATER SYSTEMS.

REQUIREMENTS ARE AS FOLLOWS:

- a. PERFORMED BY A FLORIDA REGISTERED LAND SURVEYOR. b. SIX SIGNED AND SEALED RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD.
- c. ELECTRONIC FORMATS OF THE RECORD DRAWINGS SHALL BE IN AUTOCAD 2000 OR HIGHER. A COPY OF THE ELECTRONIC FILES SHALL BE PROVIDED TO THE ENGINEER OF RECORD. IT IS PREFERRED TO USE THE APPROVED PLANS WITH STRIKE THROUGH CORRECTIONS.
- 2. REQUIRED RECORD DRAWING DATA:
 - a. WATER, FORCEMAIN & RECLAIMED WATER LINE LOCATIONS, SIZE AND MATERIALS. b. LOCATION OF WATER, FORCEMAIN, RECLAIMED WATER & SEWER VALVES AND APPURTENANCES
- c. MANHOLE TOP AND INVERT ELEVATIONS
- d. DEPICT POTABLE WATER LINE CROSSING AND PROVIDE ACTUAL SEPARATION
- e. SAMPLE POINT LOCATIONS IN ACCORDANCE WITH THE FDEP PERMIT.
- f. GRAVITY STORM AND SEWER LOCATIONS, INVERTS, PIPE SIZE AND MATERIALS. g. PHOTOS OF ALL UTILITIES CROSSING AND WATER MAINS SHALL BE TAKEN AT THE TIME OF CONSTRUCTION PRIOR TO BACKFILLING
- h. ALL STORMWATER MANAGEMENT AREAS SHALL BE DETAILED WITH CROSS SECTIONS AND/OR CONTOURS PROVING FINISH GRADE ELEVATIONS.
- i. ALL OUTFALL STRUCTURES SHALL BE VERIFIED WITH SPECIFIC DESIGN ELEVATIONS AS SHOWN ON THE PLANS. (ie. TOPS, WEIRS, ORIFICE AND SKIMMERS SHOULD ALL BE VERIFIED.
- i. FINISHED GRADES AT HIGH POINTS AND GRADE BREAKS IN PAVEMENT CENTERLINE AND EDGE OF PAVEMENT AT 100' INTERVALS, LOT GRADES, BUILDING PADS OR FINISH FLOOR ELEVATIONS.

HIGH POINT

STANDARD ABBREVIATIONS

AIR RELEASE VALVE

BFP	BACKFLOW PREVENTER	HR	HANDICAPPED RAMP
BOC	BACK OF CURB	INV	INVERT
BTM	ВОТТОМ	LF	LINEAR FEET
BV	BALL VALVE	LP	LOW POINT
©	CENTER LINE	LS	LIFT STATION
CMP	CORRUGATED METAL PIPE	MES	MITERED END SECTION
CO	CLEANOUT	MH	MANHOLE
CONC	CONCRETE	NWL	NORMAL WATER LEVEL
DCDVA	DOUBLE CHECK DETECTOR	PIV	POST INDICATOR VALVE
	VALVE ASSEMBLY	P <u>C</u>	PROPERTY LINE
DIP	DUCTILE IRON PIPE	PV	PLUG VALVE
DHWL	DESIGN HIGH WATER LEVEL	PVC	POLYVINYL CHLORIDE PIPE
EL	ELEVATION	RCP	REINFORCED CONCRETE PIF
EOP	EDGE OF PAVEMENT	RWM	RECLAIMED/REUSE WATER MAIN
ERCP	ELLIPTICAL REINFORCED	R/W	RIGHT OF WAY
		SAN	SANITARY
FDC	FIRE DEPARTMENT CONNECTION	SHWT	SEASONAL HIGH WATER TABI
FFE	FINISHED FLOOR ELEVATION	SP	SAMPLE POINT
FH	FIRE HYDRANT	TOB	TOP OF BANK
FM	FORCE MAIN	TOS	TOE OF SLOPE
GV	GATE VALVE	TYP	TYPICAL
HDPE	HIGH DENSITY POLYETHYLENE	WM	WATER MAIN
DDCA	DOUBLE DETECTOR CHECK ASSEMBLY	RPZ	REDUCED PRESSURE ZONE BACKFLOW DEVICE

Services, **Engineering** ¥icks

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Much KENNETH R. MCKS, P.E. FL. REG. NO. DATE: \$ 0 1 18 33274

FDEP SEPARATION REQUIREMENTS under 62-555.314 Effective 8-28-2003

HAZARD	HORIZONTAL SEPARATION	VERTICAL SEPARATION		
		WATER ABOVE	WATER BELOW	
STORM SEWER	3FT MIN	12"PREF, 6"MIN	12" MIN	
STORM FORCE MAIN	3FT MIN	12" MIN	12" MIN	
RECLAIMED WATER (REQ'D UNDER 62-610)	3FT MIN	12" MIN	12" MIN	
RECLAIMED WATER (NOT UNDER 62-610)	10FT PREF, 6FT MIN	12" MIN	12" MIN	
VACUUM SANITARY SEWER	10FT PREF, 3FT MIN	12" PREF, 6" MIN	12" MIN	
GRAVITY SANITARY SEWER	10FT PREF, 6FT MIN*	12" PREF, 6" MIN	12" MIN	
SANITARY SEWER FORCE MAIN	10FT PREF, 6FT MIN	12" MIN	12" MIN	
ON-SITE SEWAGE TREATMENT & DISPOSAL	SYSTEM 10FT MIN (NO ALT	ERNATIVES)		

- * 3FT MINIMUM IF BOTTOM OF WATER MAIN IS 6" ABOVE THE GRAVITY SEWER MAIN
- THESE TABLES ARE NOT COMPREHENSIVE AND ARE NOT A SUBSTITUTE FOR THE TEXT IN 62-555.314. (SEE TEXT BELOW)
- THIS TABLE WAS CREATED BY A PRIVATE INDIVIDUAL AND IS NOT AN OFFICIAL FDEP TABLE.
- ALL DISTANCES ARE MEASURED OUTSIDE TO OUTSIDE.
- IT IS PREFERABLE TO LAY THE WATER PIPE ABOVE THE HAZARD PIPE.
- WATER MAINS CANNOT COME INTO CONTACT WITH ANY HAZARD STRUCTURES WITHOUT PRIOR APPROVAL BY FDEP.
- EXCEPTIONS ARE ONLY ALLOWED ON A CASE-BY-CASE BASIS WITH JUSTIFICATION TO FDEP BEFORE INSTALLATION.
- "AT CROSSINGS, CENTER WATER PIPE ON CROSSING OR MAINTAIN THE FOLLOWING JOINT SPACING:"

HAZARD A	ALTERNATIVE JOINT SPACING
STORM SEWER	3FT_MIN
STORM FORCE MAIN	3FT MIN
RECLAIMED WATER (REQ'D UNDER 62-610)	3FT MIN
RECLAIMED WATER (NOT UNDER 62-610)	6FT MIN
VACUUM SANITARY SEWER	3FT MIN
GRAVITY SANITARY SEWER	6FT MIN
SANITARY SEWER FORCE MAIN	6FT MIN
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTE	EM N/A

62-555.314 LOCATION OF PUBLIC WATER SYSTEM MAINS TEXT.

FOR THE PURPOSE OF THIS SECTION, THE PHRASE WATER MAINS SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER; FIRE HYDRANT LEADS; AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER. STORMWATER FORCE MAIN. OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET. AND PREFERABLY TEN FEET. BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(C) NEW OR RELOCATED. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET. AND PREFERABLY TEN FEET. BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY—OR PRESSURE—TYPE SANITARY SEWER. WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF

(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BÉTWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED ON—SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED. UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY—OR VACUUM—TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES. ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED. UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE—TYPE SANITARY SEWER. WASTEWATER OR STORMWATER FORCE MAIN. OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CÉNTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WÀTER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) <u>SEPARATION BETWEEN WATER MAINS</u> AND SANITARY OR STORM SEWER MANHOLES.

(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

(B) EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE. WHERE IT IS NOT TECHNICALLY FEASIBLE OR ECONOMICALLY SENSIBLE TO COMPLY WITH THIS REQUIREMENT (I.E., WHERE THERE IS A CONFLICT IN THE ROUTING OF A WATER MAIN AND A STORM SEWER AND WHERE ALTERNATIVE ROUTING OF THE WATER MAIN OR THE STORM SEWER IS NOT TECHNICALLY FEASIBLE OR IS NOT ECONOMICALLY SENSIBLE), THE DEPARTMENT SHALL ALLOW EXCEPTIONS TO THIS REQUIREMENT (I.E., THE DEPARTMENT SHALL ALLOW CONSTRUCTION OF CONFLICT MANHOLES). BUT SUPPLIERS OF WATER OR PERSONS PROPOSING TO CONSTRUCT CONFLICT MANHOLES MUST FIRST OBTAIN A SPECIFIC PERMIT FROM THE DEPARTMENT IN ACCORDANCE WITH PART V OF THIS CHAPTER AND MUST PROVIDE IN THE PRELIMINARY DESIGN REPORT OR DRAWINGS, SPECIFICATIONS, AND DESIGN DATA ACCOMPANYING THEIR PERMIT APPLICATION THE FOLLOWING INFORMATION:

TECHNICAL OR ECONOMIC JUSTIFICATION FOR EACH CONFLICT MANHOLE.

2. A STATEMENT IDENTIFYING THE PARTY RESPONSIBLE FOR MAINTAINING EACH CONFLICT MANHOLE. 3. ASSURANCE OF COMPLIANCE WITH THE DESIGN AND CONSTRUCTION REQUIREMENTS IN SUB-SUBPARAGRAPHS A. THROUGH D. BELOW.

A. EACH WATER MAIN PASSING THROUGH A CONFLICT MANHOLE SHALL HAVE A FLEXIBLE, WATERTIGHT JOINT ON EACH SIDE OF THE MANHOLE TO ACCOMMODATE DIFFERENTIAL SETTLING BETWEEN THE MAIN AND THE MANHOLE.

B. WITHIN EACH CONFLICT MANHOLE, THE WATER MAIN PASSING THROUGH THE MANHOLE SHALL BE INSTALLED IN A WATERTIGHT CASING PIPE HAVING HIGH IMPACT STRENGTH (I.E., HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT

OF 0.25-INCH-THICK DUCTILE IRON PIPE). C. EACH CONFLICT MANHOLE SHALL HAVE AN ACCESS OPENING, AND SHALL BE SIZED, TO ALLOW FOR EASY CLEANING OF THE MANHOLE.

D. GRATINGS SHALL BE INSTALLED AT ALL STORM SEWER INLETS UPSTREAM OF EACH CONFLICT MANHOLE TO PREVENT LARGE OBJECTS FROM ENTERING THE MANHOLE.

(4) <u>SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY</u> OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER. STORMWATER FORCE MAIN. OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610. F.A.C.: AT LEAST THREE FEET. AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SEX FEET, AND PREFERABLY TEN FEET. FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER. WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.00S, F.A.C. (UPDATED 6-15-04)

UTILITY NOTES

- 1. SHOULD ANY DISCREPANCIES BE DISCOVERED THAT WOULD PREVENT CONSTRUCTION OF NEW IMPROVEMENTS AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHIN 48 HOURS FOR A DETERMINATION AS TO THE DISPOSITION OF THE DISCREPANCIES. NO CLAIM WILL BE ALLOWED BY THE CONTRACTOR SHOULD HE FAIL TO PROVIDE THE REQUIRED NOTIFICATION PRIOR TO CONSTRUCTION.
- 2. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR FIELD VERIFICATION OF THE EXISTING UTILITIES. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY TO ENSURE THE LOCATION AND INTEGRITY OF THE SYSTEM.
- 3. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
- 4. ALL PIPING TO HAVE A MINIMUM OF 3' COVER UNLESS OTHERWISE NOTED ON THE PLANS.
- 5. WHERE PAVEMENT IS REMOVED. THE SURFACING MATERIAL SHALL BE MECHANICAL SAW-CUT PRIOR TO TRENCH EXCAVATION, LEAVING A UNIFORM AND STRAIGHT EDGE. WITH MINIMUM DISTURBANCE TO THE REMAINING ADJACENT SURFACING. IMMEDIATELY FOLLOWING THE SPECIFIED BACKFILLING AND COMPACTION, A TEMPORARY SAND SEAL COAT SURFACE SHALL BE APPLIED TO THE CUT AREAS AND CONTINUE TO PROVIDE A SMOOTH TRAFFIC SURFACE WITH THE EXISTING ROADWAY AND SHALL BE MAINTAINED UNTIL FINAL RESTORATION.
- 6. DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL TAKE SPECIAL CARE AND PROVIDE ADEQUATE PROTECTION IN ORDER TO MINIMIZE DAMAGE TO VEGETATION, SURFACED AREAS, AND STRUCTURES WITHIN RIGHT-OF-WAY EASEMENT ON SITE, AND TAKE FULL RESPONSIBILITY FOR THE REPLACEMENT OR REPAIR THEREOF.

WATER DISTRIBUTION

- 1. EXCAVATED TRENCH BOTTOM(S) SHALL BE FREE OF STICKS, ROOTS, STUMPS, STONES, BOULDERS AND ALL DEBRIS, AND SHALL BE GRADED AND SHAPED FOR CONTINUOUS BEARING OF THE BOTTOM OF THE PIPE SYSTEM WITH ALLOWANCE FOR VALVES, FITTINGS, AND COUPLINGS.
- 2. UNLESS OTHERWISE SHOWN ON THE PLANS, PIPE SHALL BE MANUFACTURED FROM POLYVINYL CHLORIDE RESIN CONFORMING TO ASTM DESIGNATION D 1784. THE PIPE SHALL BEAR THE NATIONAL SANITATION FOUNDATION (NSF) SEAL FOR POTABLE WATER PIPE. PIPE SHALL MEET THE REQUIREMENTS OF AWWA C900, (D.R. 18) "STANDARD FOR POLYVINYL CHLORIDE (PVC) PRESSURE PIPE, 4 INCHES THROUGH 12 INCHES FOR WATER' AND SHALL BE FURNISHED IN CAST IRON PIPE EQUIVALENT OUTSIDE DIAMETERS WITH RUBBER GASKETED JOINTS AS LISTED C900 STANDARD. DI PIPE SHALL CONFORM WITH AWWA C-150/C-151. POLYVINYL CHLORIDE PIPE LESS THAN 4 INCHES IN DIAMETER SHALL BE IN ACCORDANCE WITH ASTM 1785 (SCHEDULE 40, 80, 120) OR ASTM 2241 (SDR 21, PC 200). DR 14 SHALL BE USED FOR FIRE LINES AND INSTALLED IN ACCORDANCE W/ NFPA 24, 1995.
- 3. CONNECTIONS FOR PIPE 2" IN DIAMETER AND LARGER SHALL BE RUBBER COMPRESSION RING TYPE. PIPE SHALL BE EXTRUDED WITH INTEGRAL THICKENED WALL BELLS WITHOUT INCREASE IN SDR. RUBBER RING GASKETS SHALL CONSIST OF SYNTHETIC COMPOUNDS MEETING THE REQUIREMENTS OF ASTM DESIGNATION D1869, AND SUITABLE FOR THE DESIGNATED SERVICE. OTHER CONNECTIONS FOR PIPE: SOLVENT WELDED SLEEVE TYPE JOINT, FITTINGS FOR 2 INCH AND SMALLER PIPE SHALL BE P.V.C. SOLVENT WELDED JOINTS. FITTINGS FOR USE WITH P.V.C. PIPE WILL BE CAST IRON OR DUCTILE IRON WITH MECHANICAL JOINT RUBBER COMPRESSION RING TYPE JOINTS. WHERE MECHANICAL JOINT IRON FITTINGS OR DUCTILE IRON PIPE ARE TO INTERFACE WITH PVC PIPE. A TRANSITION GASKET. CLOW F-6340 OR EQUAL, SHALL BE USED. NO P.V.C. FITTINGS WILL BE ALLOWED EXCEPT ON PIPE AND FITTINGS SMALLER THAN 3 INCHES.
- 4. PVC PIPE CONNECTED TO HEAVY FITTINGS AND/OR RIGID STRUCTURES SHALL BE SUPPORTED SO THAT NO SUBSEQUENT RELATIVE MOVEMENT BETWEEN THE PVC PIPE AT THE JOINT AND THE RIGID STRUCTURE IS POSSIBLE.
- 5. RESTRAINED JOINTS SHALL BE USED AT ALL BENDS & TEES.
- 6. BACKFILLING OF THE TRENCH FROM THE BOTTOM UP TO TWELVE (12)INCHES OVER THE TOP OF THE PIPE SHALL BE COMPACTED IN SIX (6) INCH LAYERS USING DRY FRIABLE SOIL (MAXIMUM PARTICLE OR FRAGMENT DIMENSION 1") TO NINETY-FIVE (95) PERCENT MAXIMUM DENSITY. THE REMAINDER OF THE TRENCH SHALL BE BACKFILLED WITH EXCAVATED EARTH MATERIAL (MAXIMUM ROCK OR FRAGMENT DIMENSION 6") IN NINE (9) INCH LAYERS COMPACTED TO NINETY FIVE (95) PERCENT MAXIMUM DENSITY, NINETY-EIGHT (98) PERCENT UNDER AREAS TO BE PAVED. DENSITY DETERMINATIONS SHALL BE MADE IN ACCORDANCE WITH AASHTO SPECIFICATION T-180. MINIMUM COVER OVER THE TOP OF THE PIPE SHALL BE THIRTY-SIX (36) INCHES UNLESS OTHERWISE SHOWN, IF POSSIBLE, JOINTS SHOULD BE LEFT UNCOVERED UNTIL AFTER TESTING HAS BEEN SATISFACTORILY COMPLETED.
- 7. THE PIPE SYSTEM SHALL BE TESTED AND EXAMINED FOR LEAKAGE IN SECTIONS NOT EXCEEDING 1,000 FEET. AT NOT LESS THAN 150 PSI STATIC PRESSURE, IN ACCORDANCE WITH AWWA C 600 (DIP) C 605 (PVC).
- 8. AFTER COMPLETION OF CONSTRUCTION AND TESTING. THE WATER SYSTEM SHALL BE DISINFECTED WITH CHLORINE SOLUTION BEFORE ACCEPTANCE FOR DOMESTIC OPERATION. THE AMOUNT OF CHLORINE APPLIED SHALL BE SUFFICIENT TO PROVIDE A DOSAGE SOLUTION OF NOT LESS THAN FIFTY (50) PARTS PER MILLION. PRIOR TO INTRODUCING THE CHLORINE SOLUTION, THE LINE SHALL BE THOROUGHLY FLUSHED WITH CLEAN POTABLE WATER. CHLORINE SOLUTION SHALL BE INTRODUCED IN ACCORDANCE WITH AWWA STANDARD C-651-92 AND SHALL REMAIN IN THE SYSTEM FOR A CONTACT PERIOD OF AT LEAST TWENTY-FOUR (24) HOURS, DURING WHICH TIME EVERY VALVE IN THE SYSTEM SHALL BE OPENED AND CLOSED SEVERAL TIMES TO ASSURE CONTACT WITH EVERY SURFACE OF THE SYSTEM. AFTER COMPLETION OF THE DISINFECTION PROCEDURE. THE SYSTEM SHALL BE FLUSHED USING CHLORINATED WATER FROM THE CENTRAL WATER SUPPLY. SAMPLES SHALL BE TAKEN FROM THE NEW SYSTEM FOR TESTING BY A D.H.R.S. CERTIFIED LAB AND SUBMITTED TO THE ENGINEER FOR SUBMITTAL TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR CLEARANCE BEFORE IT IS PLACED INTO ACTIVE SERVICE.
- 9. GATE VALVES SHALL BE MUELLER CLASS 200 RESILIENT SEATED VALVES, OR APPROVED EQUAL, WITH MECHANICAL JOINT ENDS, MANUFACTURED TO MEET OR EXCEED REQUIREMENTS OF AWWA C509, LATEST REVISION. EACH VALVE SHALL BE FITTED WITH A CAST IRON BOX AND COVER
- 10. FIRE HYDRANT(S) SHALL BE MUELLER STANDARD OR APPROVED EQUAL 3-WAY WITH TWO (2) 2-1/2 INCH HOSE CONNECTIONS AND ONE (1) 4-1/2 INCH PUMPER NOZZLE. MAIN BARREL VALVE SIZE SHALL BE 5-1/4 INCHES. AFTER INSTALLATION THE HYDRANT SHALL BE PAINTED IN ACCORDANCE WITH THE LOCAL FIRE DEPARTMENT REQUIREMENTS.
- 11. ALL WATER SERVICE LINES TWO (2) INCHES AND UNDER SHALL BE POLYETHYLENE, IDR 9 OR SDR-26 WITH A PRESSURE RATING OF 160 PSI. ASTM D-2239.
- 12. ALL PVC WATER MAINS SHALL BE LAID WITH METALLIC LOCATING TAPE PLACED 18" ABOVE THE CENTER OF THE WATERLINE. FOR FUTURE LOCATING PURPOSES, #14 COPPER ARMORED POLYGUARD WIRE SHALL BE TAPED TO THE TOP OF THE PIPE AND TERMINATE WITH 12" EXTENDING ABOVE THE TOP OF THE VALVE BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH THE VALVE OPERATION.

UTILITY NOTES (CONT)

- 13. SURVEY AS-BUILT DRAWING IS REQUIRED.
- 14. DEDICATED FIRE MAINS SHALL BE INSTALLED BY A STATE CERTIFIED FIRE PROTECTION CONTRACTOR PER F.S. 633.021(5)
- 15. AN APPROVED REDUCED PRESSURE BACKFLOW PREVENTION DEVICE IS REQUIRED FOR THE DOMESTIC WATERLINE (A.S.S.E. 1013). IT WILL BE INSTALLED AT THE POINT OF DELIVERY FROM THE LOCAL CITY OR COUNTY WATER SYSTEM. THE INSTALLER IS RESPONSIBLE FOR TESTING THE DEVICE UPON INSTALLATION BY A CERTIFIED BACKFLOW TESTER WITH THE RESULTS BEING FORWARDED TO THE LOCAL CITY OR COUNTY UTILITY DEPARTMENT.
- 16. THE IRRIGATION AND FIRE SYSTEMS ARE REQUIRED TO HAVE AN APPROVED DOUBLE CHECK VALVE ASSEMBLY (A.S.S.E. 1015). IT WILL BE INSTALLED AT THE POINT OF DELIVERY FROM THE LOCAL UTILITIES WATER SYSTEM, IN THE HORIZONTAL POSITION. THE INSTALLER IS RESPONSIBLE FOR TESTING THE DEVICE UPON INSTALLATION BY A CERTIFIED BACKFLOW TESTER WITH THE RESULTS BEING FORWARDED TO THE LOCAL UTILITY
- 17. ALL WATER MAIN MATERIALS AND APPURTENANCES SHALL CONFORM TO AND SHALL BE INSTALLED. TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE STANDARDS OF THE LOCAL JURISDICTION AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY.
- 18. IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN A COPY OF THE FDEP WATER AND SEWER PERMITS ON SITE AT ALL TIMES AND PERFORM BACTERIOLOGICAL TESTING (B.T.) AFTER DISINFECTION IN ACCORDANCE WITH THE FDEP WATER PERMITS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR CONTRACTOR TO SUBMIT A SET OF AS-BUILT WATER AND SEWER DRAWINGS TO THE ENGINEER. THE AS-BUILT WATER DRAWING WILL NEED TO BE PREPARED PER CITY OR COUNTY REQUIREMENTS. THE AS-BUILT SURVEY/ DRAWINGS WILL NEED TO BE PREPARED, SIGNED AND SEALED BY A FLORIDA REGISTERED
- 19. THE CONTRACTOR SHALL PROTECT THE EXISTING ACTIVE WATER MAIN FROM BACKFLOW CONTAMINATION DURING FILLING, FLUSHING, TESTING AND MAINTAIN A MINIMUM PRESSURE OF 20 PSI IN THE NEW MAINS DURING CONSTRUCTION. ALL PROTECTION METHODS SHALL CONFORM TO THE LOCAL UTILITY COMPANIES, FDEP, AND AWWA STANDARD SPECIFICATIONS.
- 20. UPON COMPLETION OF THE WATER DISTRIBUTION SYSTEM INSTALLATION, CONTRACTOR SHALL FURNISH TO THE LOCAL FIRE DISTRICT AND ENGINEER CERTIFIED FIRE FLOW DATA FOR ALL FIRE HYDRANTS WITHIN THE PROJECT.
- 21. ALL WATER PIPE NEW OR RELOCATED SHALL BE COLOR CODED OR DETAIL MARKED USING BLUE AS PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. RECLAIMED WATER PIPING SHALL BE PURPLE COLORED PIPE.
- 22. ALL WATER MAIN MATERIAL AND APPURTENANCES, PIPES, JOINTING AND PACKING MATERIAL INTERNAL COATING, AND LININGS, FITTINGS, AND APPURTENANCES SHALL BE IN THE ACCORDANCE WITH THE CORRESPONDING AWWA STANDARDS AND BE CONFORMING TO NSF REQUIREMENTS IN COMPLIANCE WITH PARAGRAPH 62-555 FLORIDA ADMINISTRATIVE
- 23. ALL WATER MAIN MATERIALS AND APPURTENANCES SHALL COMPLY WITH THE LEAD USE PROHIBITION RULE IN 62-555.322 FLORIDA ADMINISTRATIVE CODE.

GENERAL SPECIFICATION NOTES:

- 1. THE CITY/TOWN SPECIFICATIONS WILL TAKE PRECEDENCE IF THEY ARE MORE STRINGENT THAN THESE SPECIFICATIONS.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.

FORCEMAIN NOTES

- 1. FORCEMAIN PIPE SHALL BE INSTALLED AND MAINTAINED AT A 3' MINIMUM DEPTH THROUGH-OUT PROJECT EXCEPT WHERE SHOWN ON PLANS AND APPROVED SPECIFICATIONS. MAINTAIN 18" BELOW WATER MAIN.
- 2. FORCEMAIN PIPE TO BE PVC C900, DR18 CLASS 100 AWWA.
- 3. EXCAVATED TRENCH BOTTOM(S) SHALL BE FREE OF STICKS, ROOTS, STUMPS, STONES, BOULDERS AND ALL DEBRIS AND SHALL BE GRADED AND SHAPED FOR CONTINUOUS BEARING OF THE BOTTOM OF THE PIPE SYSTEM WITH ALLOWANCE FOR VALVES, FITTINGS AND COUPLINGS.
- 4. PVC SEWER MAINS SHALL BE LAID WITH METALLIC TAPE PLACED 18" ABOVE THE CENTER OF THE FORCEMAIN WITH CONTINUOUS MARKING "CAUTION SEWAGE PRESSURE LINE" FOR FUTURE LOCATING PURPOSES. #14 COPPER ARMORED POLYGUARD WIRE SHALL BE TAPED TO THE TOP OF THE PIPE AND TERMINATE WITH 12" EXTENDING ABOVE THE TOP OF THE LIFT STATION VALVE BOX.
- 5. THE PIPE SYSTEM SHALL BE TESTED AND EXAMINED FOR LEAKAGE IN SECTIONS NOT EXCEEDING 1,000 FEET, AT NOT LESS THAN 150 PSI STATIC PRESSURE. IN ACCORDANCE WITH AWWA C 600 (D!P) C 605 (PVC).

ALLOWABLE LEAKAGE = $L = (ND \sqrt{P})/7400$ DURATION 2 HOURS.

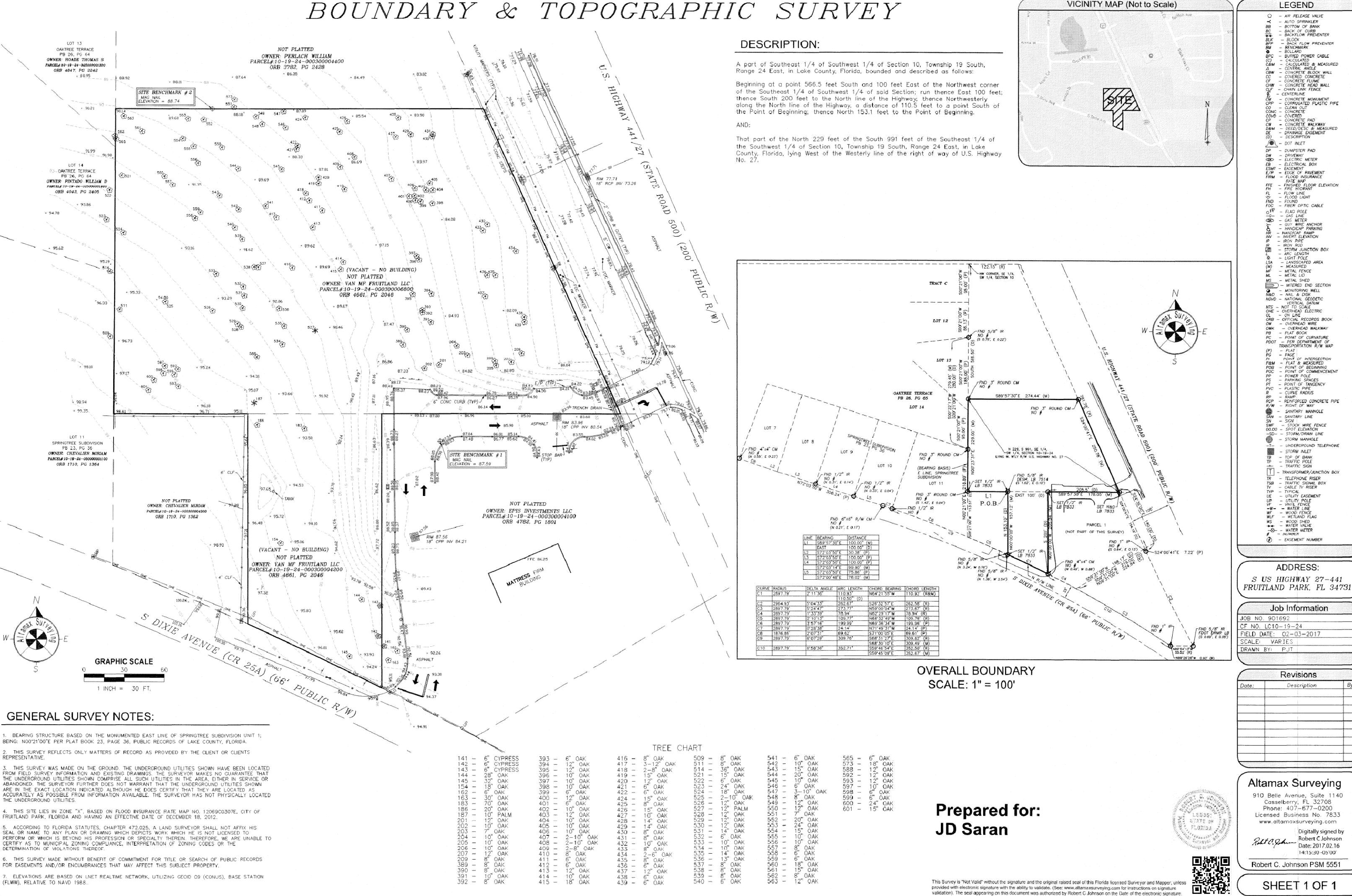
- L = ALLOWABLE LEAKAGE GPM/HR N = # OF JOINTS IN LENGTH TESTED
- P = AVERAGE TEST PRESSURE (PSI)
- D = NOMINAL DIAMETER OF PIPE (IN)



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LEGEND - AIR RELEASE VALVE - AUTO SPRINKLER - BOTTOM OF BANK - BLOCK - BACK FLOW PREVENTER

VICINITY MAP (Not to Scale)

BURNED POWER CABLE CONCRETE BLOCK WALL COVERED CONCRETE CONCRETE FLUME
CONCRETE HEAD WALL
CHAIN LINK FENCE CENTERLINE

CONCRETE MONUMENT CORRUGATED PLASTIC PIPE CLEAN OUT CONCRETE COVERED

- DUMPSTER PAD - ELECTRICAL BOX - EASEMENT - EDGE OF PAVEMENT

- FOUND - FIBER OPTIC CABLE - FLAG POLE - GUY WIRE ANCHOR - HANDICAP PARKING - IRON ROD - STORM JUNCTION BOX

) - MITERED END SECTION - MONITORING WELL

- OVERHEAD WIRE - OVERHEAD WALKWAY - PLAT BOOK

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POINT OF INTERSECTION

FLAT & MEASURED - POINT OF BEGINNING - POINT OF COMMENCEMENT

- REINFORCED CONCRETE PIPE - RIGHT OF WAY SANITARY MANHOLE

STOCK WIRE FENCE SPOT ELEVATION - STORM/DRAIN LINE STORM MANHOLE UNDERGROUND TELEPHONE - STORW INLET

TRANSFORMER/JUNCTION BOX TRAFFIC SIGNAL BOX CABLE TV RISER

- WOOD FENCE - WETLAND FLAG - WOOD SHED - WATER VALVE -O- WATER METER

ADDRESS: S US HIGHWAY 27-441

- EASEMENT NUMBER

Job Information JOB NO. 901692 CF NO. LC10-19-24 FIELD DATE: 02-03-2017 SCALE: VARIES

> Revisions Description

Altamax Surveying 910 Belle Avenue, Suite 1140

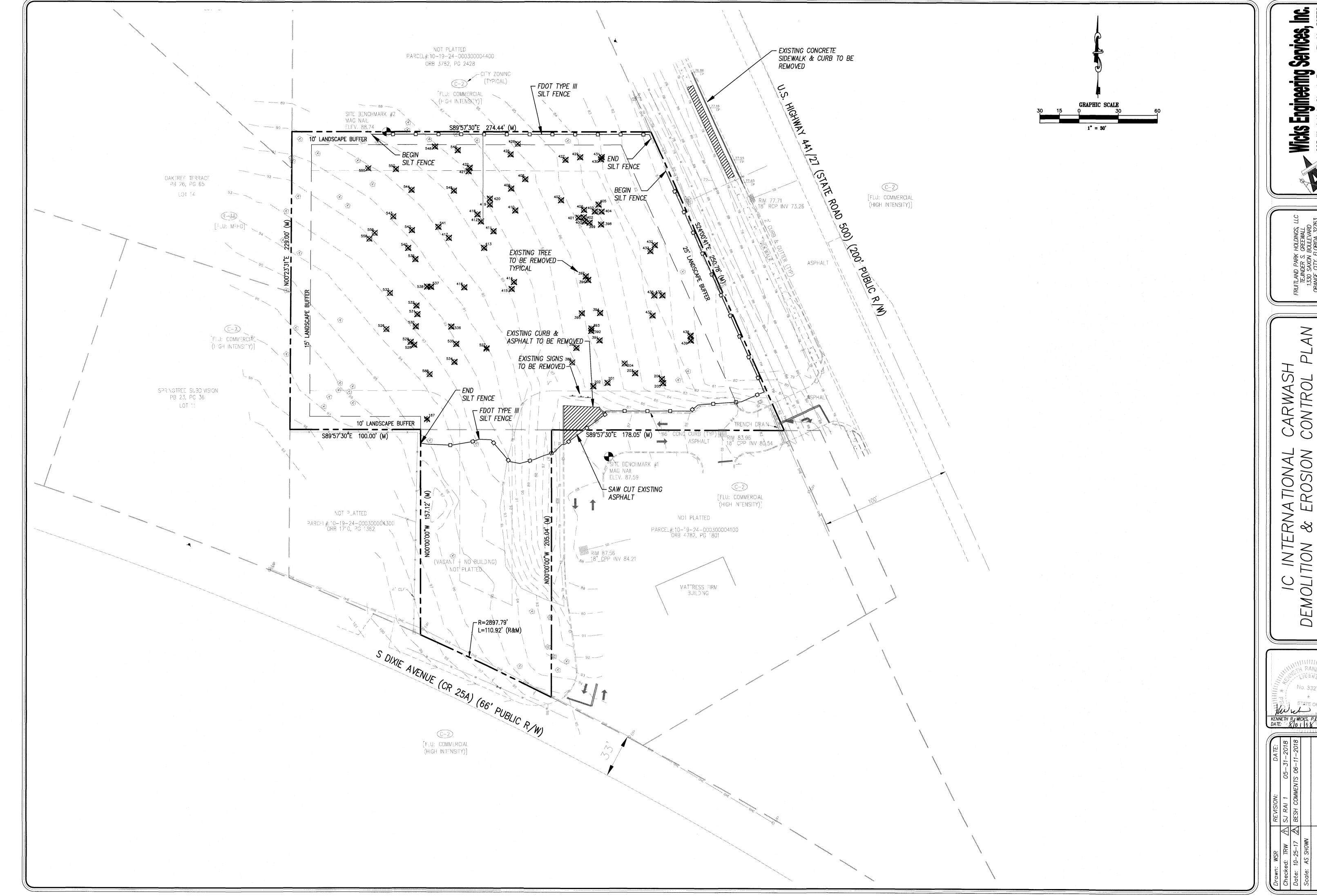
Casselberry, FL 32708 Phone: 407-677-0200 Licensed Business No. 7833 www.altamaxsurveying.com

Robert C Johnson Date: 2017.02.16

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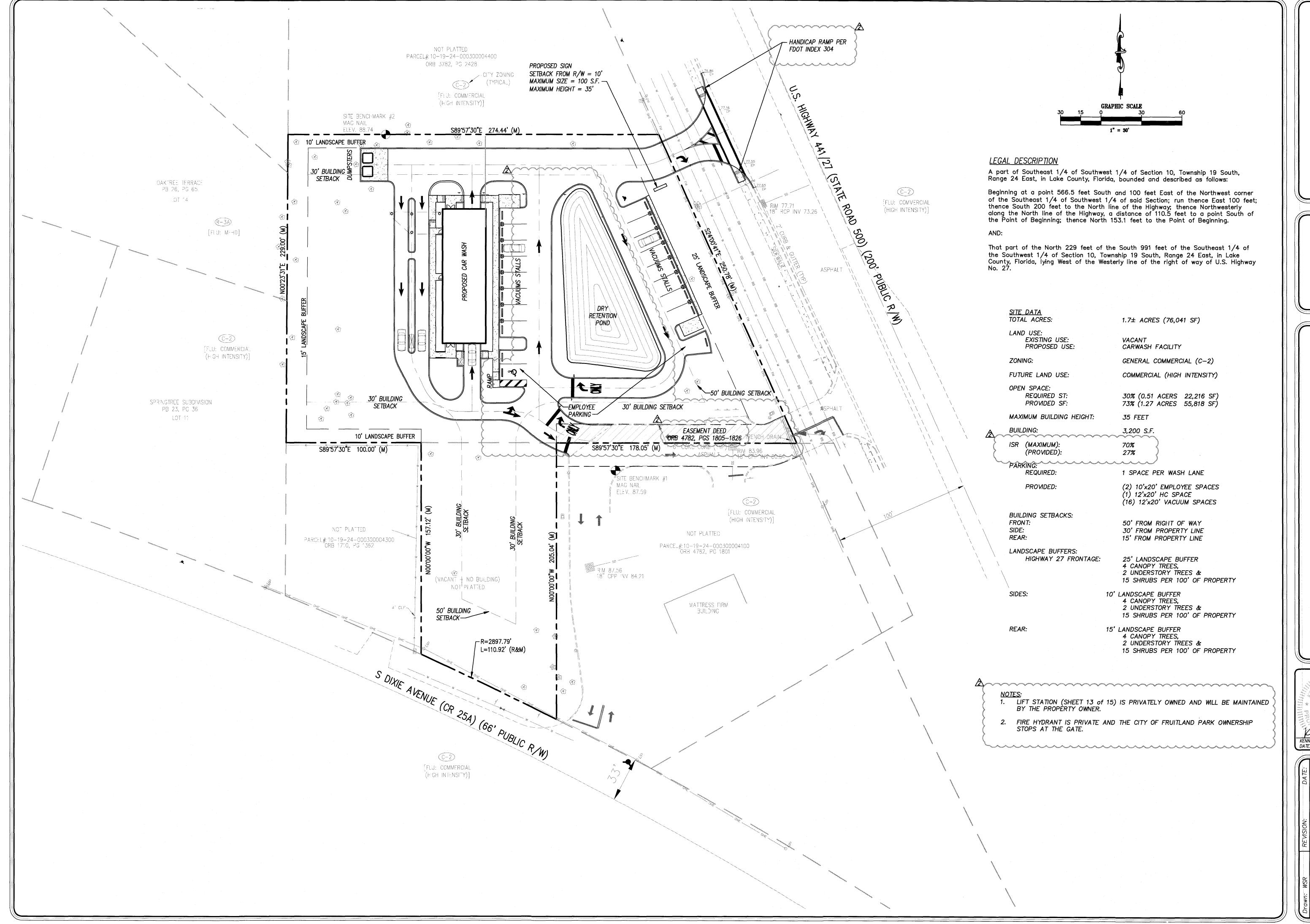
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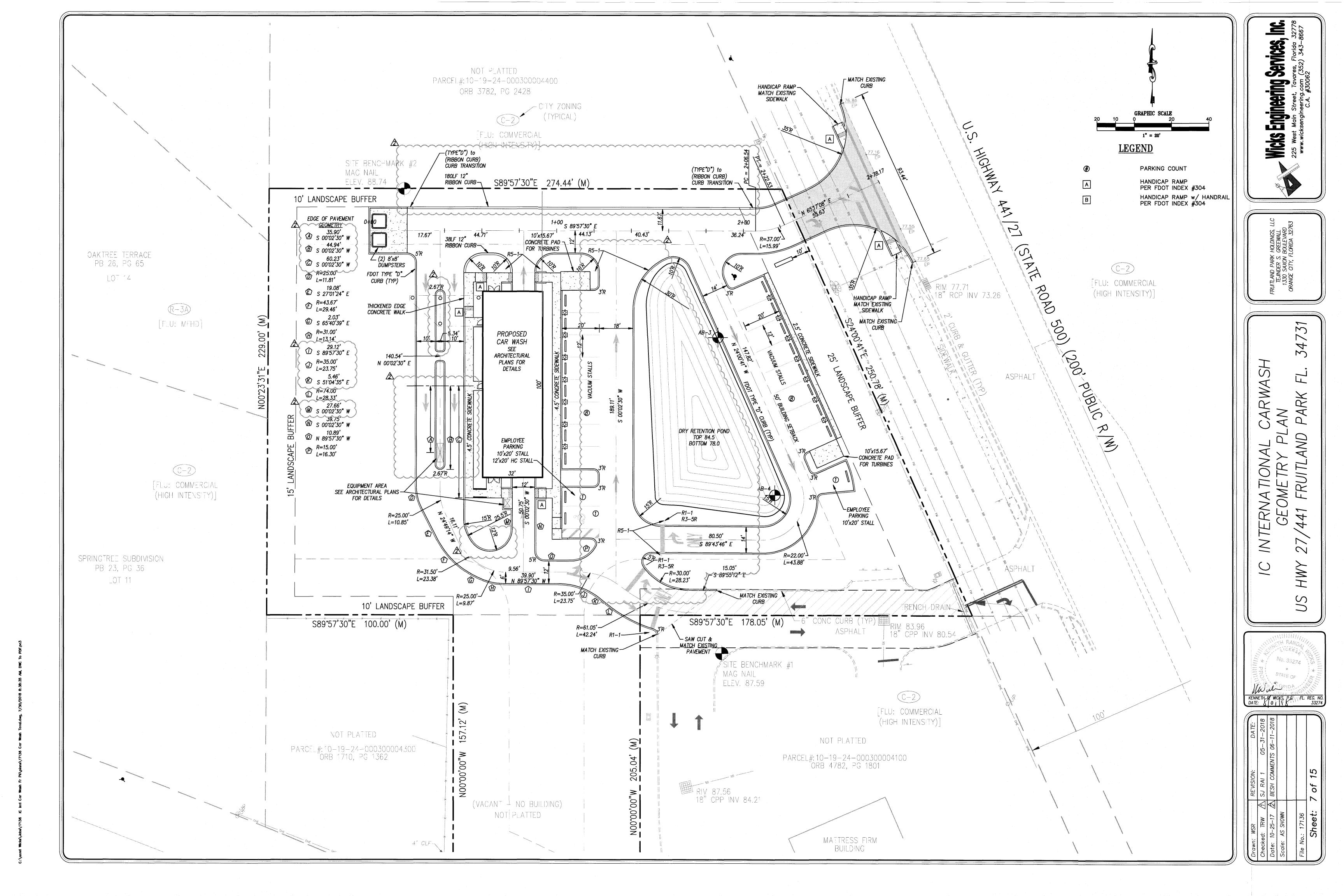
RUITLAND PARK HOLDINGS, LLC TEJINDER S. GREEWALL 1330 SAXON BOULEVARD DRANGE CITY, FLORIDA 32763

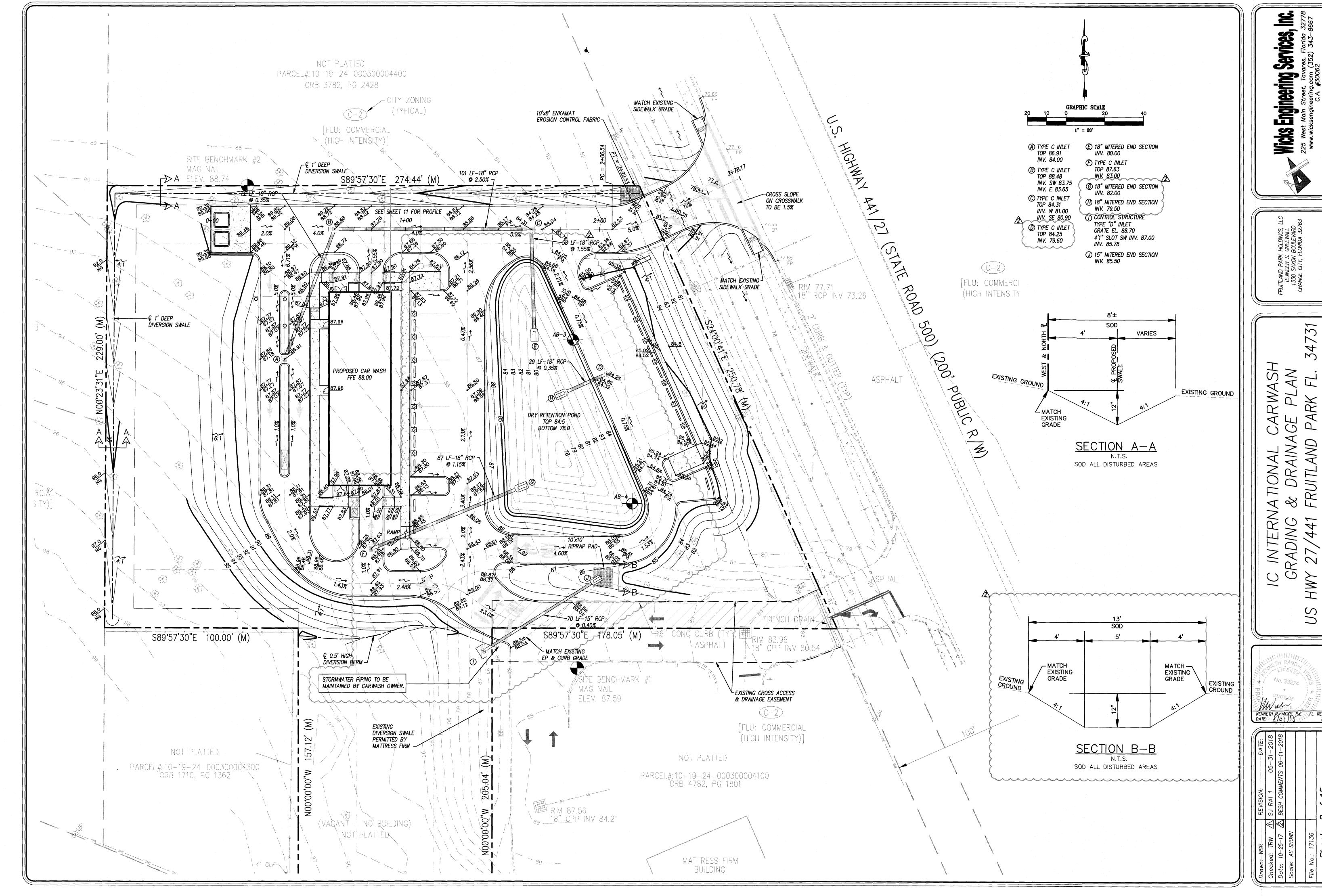
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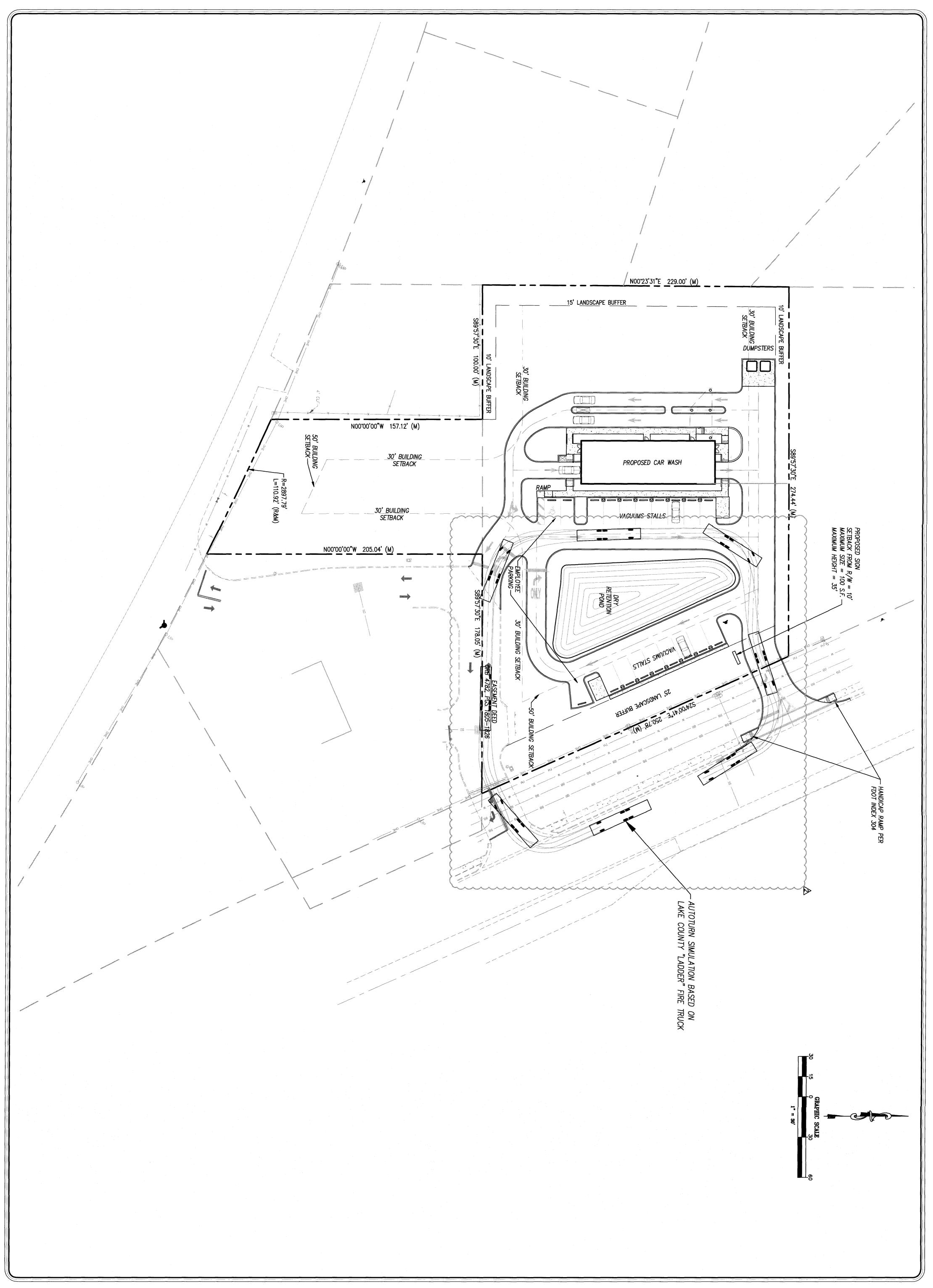
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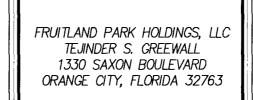




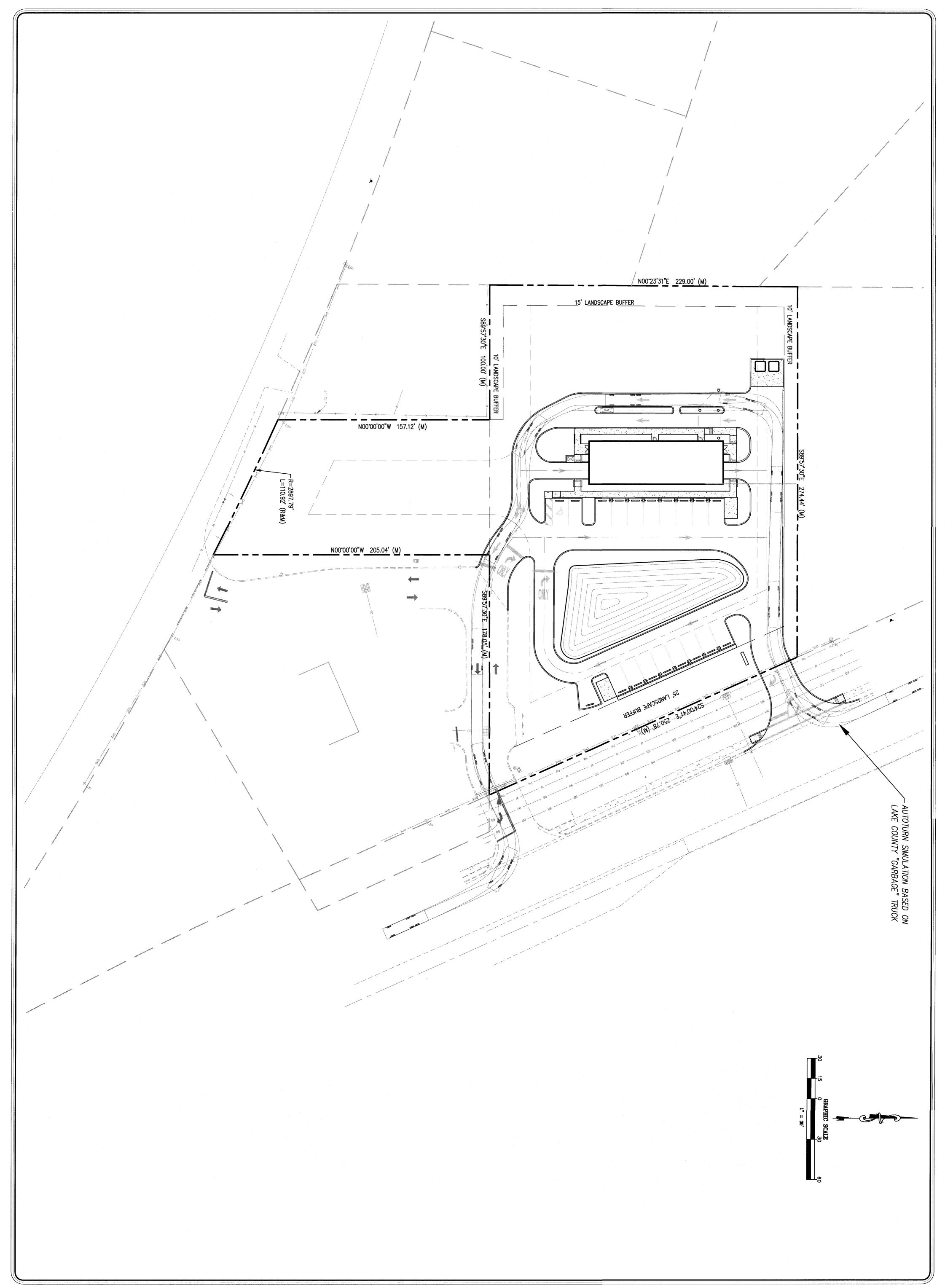
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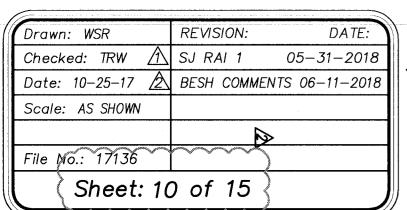


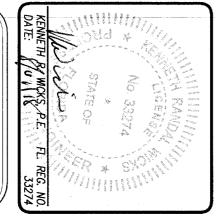
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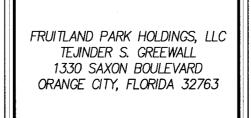




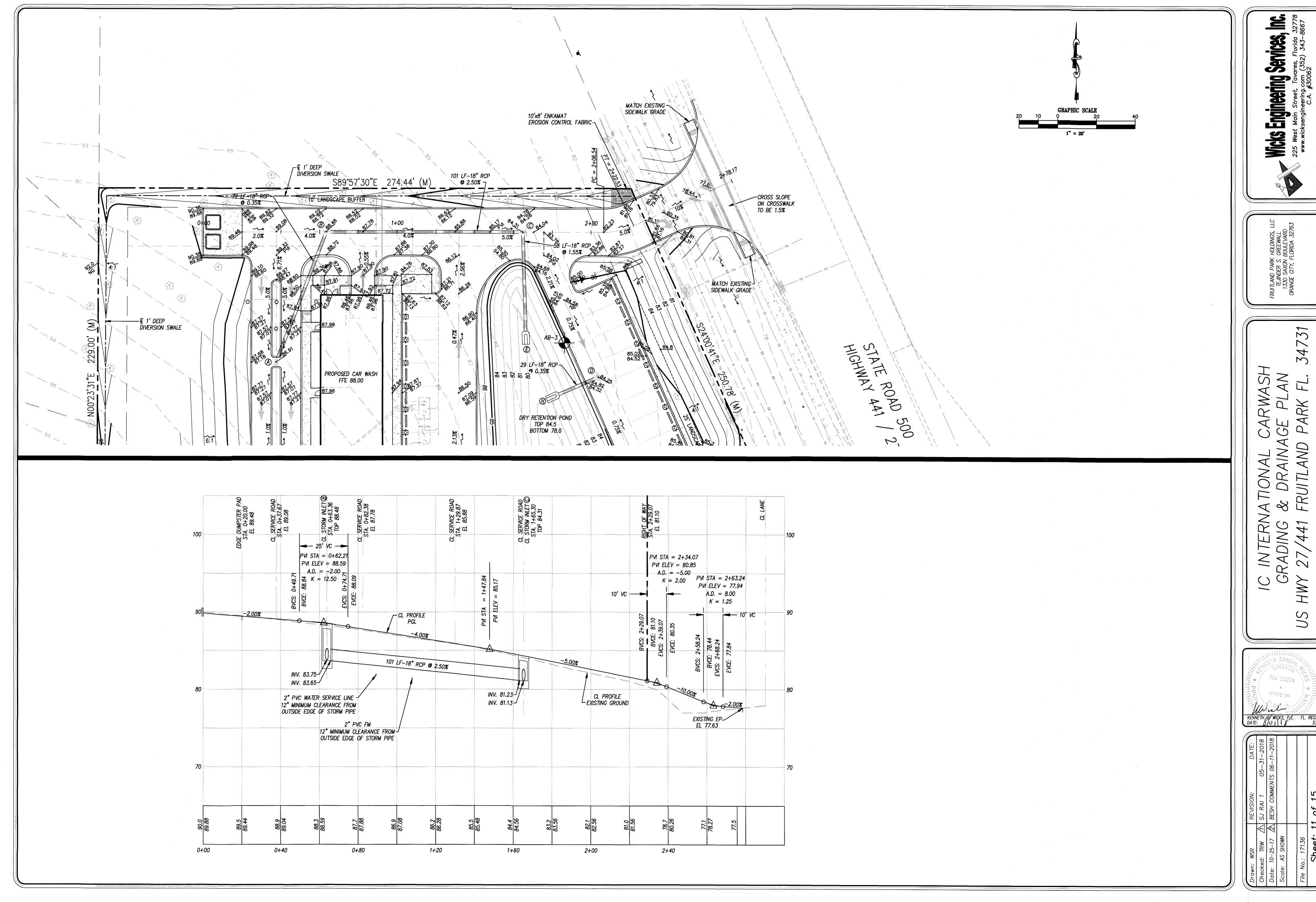




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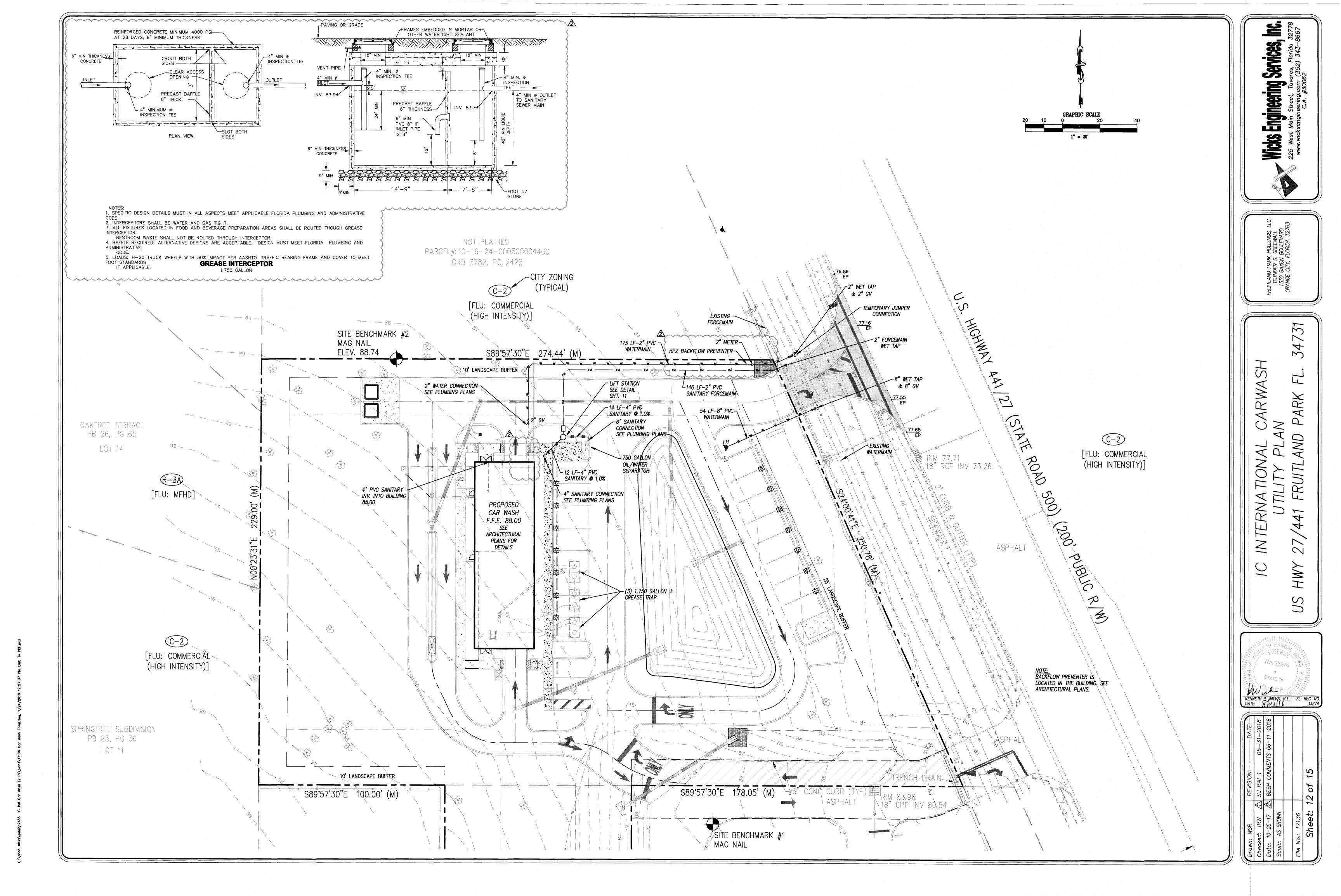


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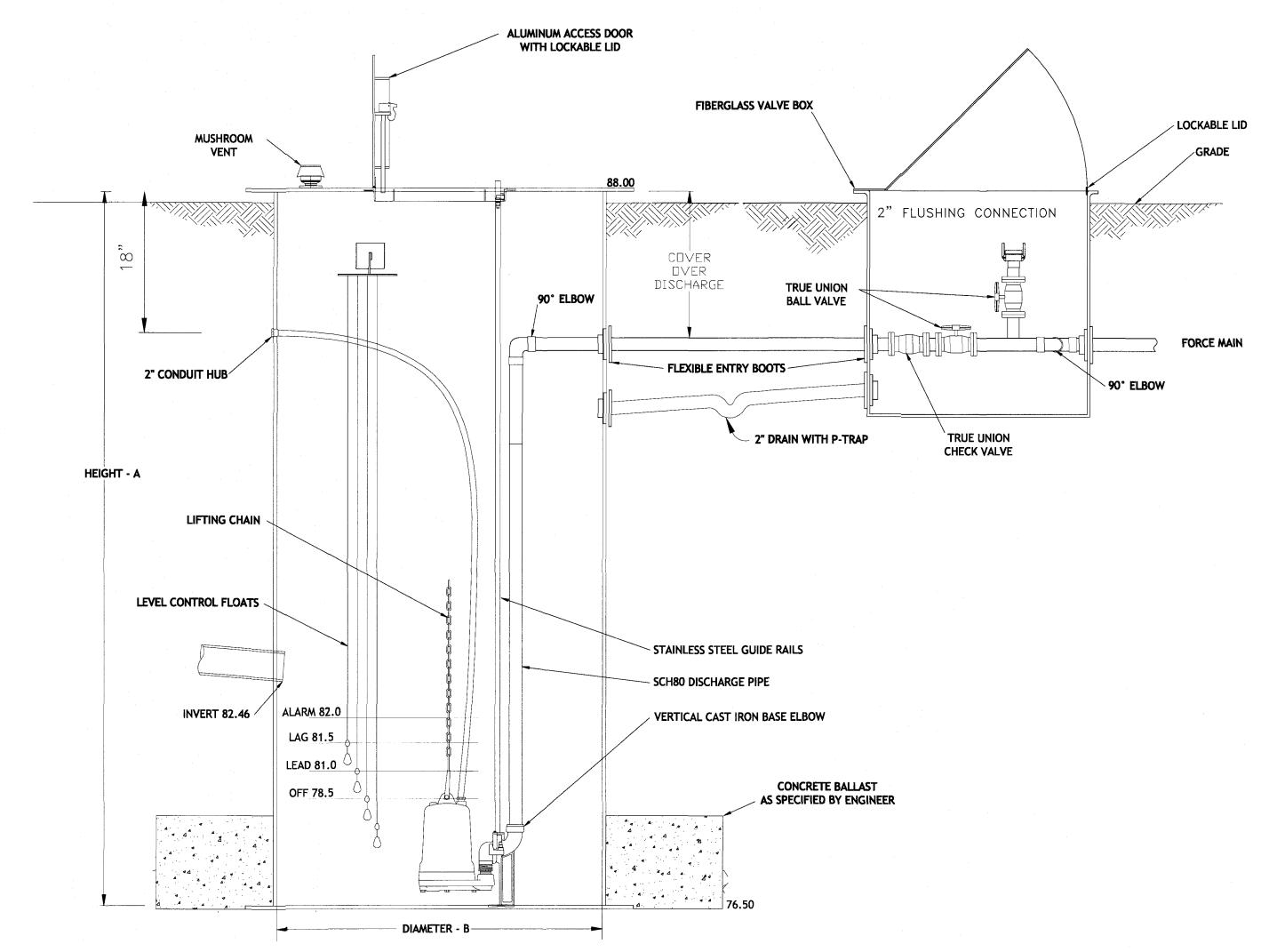


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PUMP INFORMATION			
MANUFACTURER	CHAMPION PUMP		
MODEL	CPG 3022		
HORSEPOWER	3		
VOLTAGE / PHASE	230V/1PH		
DESIGN FLOW (GPM)	55 GPM		
DESIGN HEAD (FEET)	60 FEET		
IMPELLAR SIZE	4.5"		

BASIN DIMENSIONS				
DIAMETER - B	HEIGHT - A			
24"	84"			
36 "	96"			
48"	120"			
60"	144"			
OTHER	⊠ 138"			
VALVE B	OX DIMENSIONS			
32" X 30" 25"				



LIFT STATION SECTION VIEW

EXAGGERATED FOR DETAIL - N.T.S.

DUPLEX CONTROL PANEL:
CONTROL PANEL SHALL BE ASSEMBLED AND BUILT BY A UL508A CERTIFIED

THE ENCLOSURE SHALL BE NEMA 4X FIBERGLASS WITH PADLOCKABLE DRAW LATCHES.

THE ENCLOSURE SHALL BE ABLE TO BE WALL MOUNTED. THE FOLLOWING COMPONENTS SHALL BE MOUNTED THROUGH THE ENCLOSURE: •RED ALARM BEACON (LIGHT)

• ALARM HORN
• GENERATOR RECEPTACLE WITH WEATHERPROOF COVER • ALARM SILENCE PUSHBUTTON

THE FOLLOWING COMPONENTS SHALL BE MOUNTED THROUGH THE INNERDOOR: • EMERGENCY CIRCUIT BREAKER •MECHANICAL INTERLOCK FOR EMERGENCY AND MAIN BREAKERS • SHORT CIRCUIT PROTECTORS
• CONTROL CIRCUIT BREAKER

•SEAL FAILURE INDICATOR LIGHTS •HAND-OFF-AUTO SELECTOR SWITCHES •PUMP RUN PILOT LIGHTS .POWER ON PILOT LIGHT •ELAPSE TIME METERS (NON-RESETABLE)

 ◆GFI DUPLEX CONVENIENCE OUTLET MISCELLANEOUS: ALL WIRING ON THE BACKPANEL SHALL BE CONTAINED WITHIN THE WIRING DUCT. ALL WIRING BETWEEN THE INNERDOOR AND THE BACKPANEL SHALL BE CONTAINED WITH A PLASTIC SPIRAL WRAP. EACH WIRE SHALL HAVE A WIRE NUMBER AT EACH END TO CORRESPOND TO THE AS BUILD DRAWING FOR FIELD TROUBLESHOOTING.

THE CONTROL PANEL SHALL BE ASSEMBLED BY A UL508A CERTIFIED MANUFACTURING FACILITY.

FASTENERS AND APPURTENANCES: ALL FASTENERS, LIFTING CABLES, FLOAT CABLE BRACKET, HINGES, AND APPURTENANCES SHALL BE MADE OF 304SS MINIMUM. A 304SS SLIDE/LATCH ASSEMBLY SHALL BE PROVIDED FOR HOLDING THE

DOORS OPEN ON THE WET WELL AND VALVE BOX.

• SLIDE RAILS SHALL BE MADE OF SCH 40 304SS PIPE. PUMP LIFTING CABLES/CHAINS SHALL BE 304SS. PUMP LIFTING BALES SHALL BE MADE OF 304SS.

INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE MANUFACTURE'S RECOMMENDATIONS IN THE THE LOCATIONS SHOWN ON THE DRAWINGS.

CERTIFIED ELECTRICIAN SHALL MOUNT CONTROL PANEL AND CONNECT POWER SERVICE TO PANEL PRIOR TO STARTUP AND FACTORY REP SITE VISIT. THE PUMP CONTROLS AND PUMPS SHALL BE CHECKED FOR PROPER OPERATION AND ENSURE THAT ALL LEVEL CONTROLS ARE IN ACCORDANCE WITH THE DRAWINGS AND ARE FULLY FUNCTIONING. PUMP STATION SHALL BE VENTED PER MANUFACTURER'S RECOMMENDATIONS.

BASIN INSTALLATION INSTRUCTIONS:

1. INSPECT ALL MATERIALS SUPPLIED TO ENSURE THERE ARE NO DAMAGES DUE TO SHIPPING PRIOR TO INSTALLATION.

2. EXCAVATE HOLE LARGE ENOUGH TO ACCOMMODATE BASIN, UNDERGROUND

- PIPING, BACKFILL MATERIAL, AND ADEQUATE WORKING SPACE. 3. PREPARE THE BOTTOM OF THE EXCAVATED HOLE WITH 6" OF BACKFILL
- MATERIAL OR CONCRETE PAD. CHECK BASE TO INSURE IT IS LEVEL AND 4. INSTALL BASIN ON GRAVEL BASE OR CONCRETE PAD, ANCHOR IF NECESSARY. 5. CONCRETE MAY BE PORED AROUND BASIN BOTTOM IF BALLAST IS REQUIRED
- 6. BACKFILL WITH PEA GRAVEL 4" TO 6" AROUND THE ENTIRE PERIPHERY OF THE BASIN/COMPACTED BACKFILL MATERIAL IN 12" LIFTS. STOP AND CONNECT PIPING AS REQUIRED.

RECOMMENDED BACKFILL MATERIAL:
GRAVEL OR STONE TO BE FREE FLOWING, NATURALLY ROUNDED AGGREGATE WITH A PARTICLE SIZE OF NOT LESS THAN 3/8" OR LARGER THAN 3/4" IN

ELECTRICAL NOTES:

- 1. DISCONNECT IS REQUIRED WITHIN SIGHT OR 50' MAX FROM PANEL
- 2. COORDINATE ALL ELECTRICAL WORK PRIOR TO CONSTRUCTION. 3. PANEL SHALL BE MANUFACTURED TO UNDERWRITERS'S LABORATORIES STANDARDS AND LABELED ACCORDINGLY.

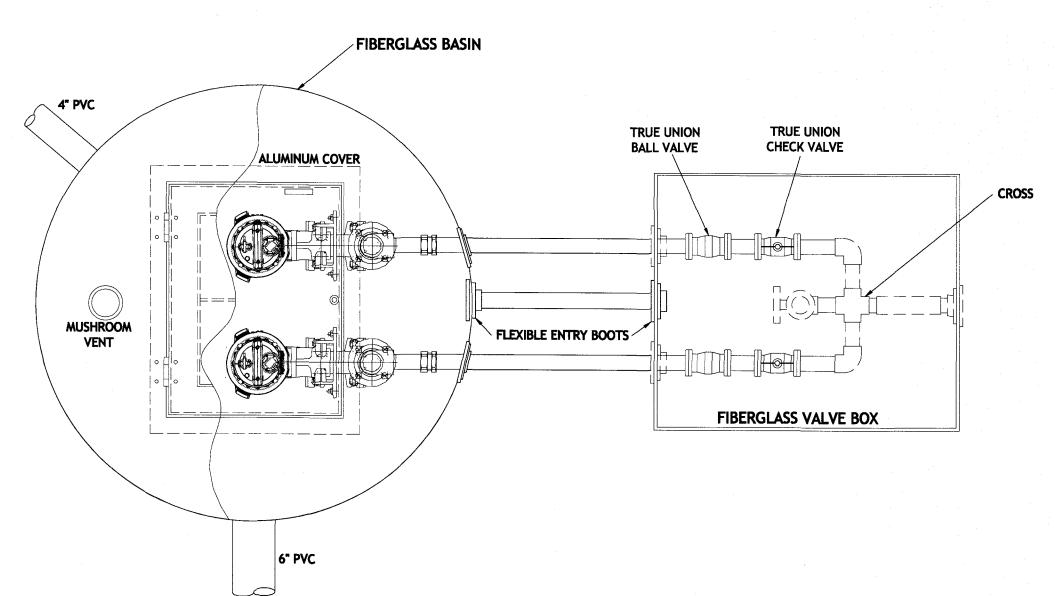
 4. EACH FLEXIBLE CABLE SHALL BE PROVIDED WITH A WATERTIGHT SEAL AND
- SEPARATE STRAIN RELIEF. 5. ELECTRICAL EQUIPMENT EXPOSED TO WEATHER SHALL MEET THE REQUIREMENTS OF WEATHERPROOF EQUIPMENT NEMA 4X. 6. A 110VOLT POWER RECEPTACLE WITH GROUND FAULT INTERRUPTION (GFI) PROTECTION SHALL BE AVAILABLE TO FACILITATE MAINTENANCE EITHER
- INSIDE THE CONTROL PANEL OR WITHIN 25 FEET OF CONTROL PANEL. 7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES. 8. ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS WITH APPROPRIATE MATERIAL 9. CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING
- 10. NEUTRAL TO BE SUPPLIED FOR SINGLE PHASE AND THREE PHASE POWER.

 11. ELECTRICAL EQUIPMENT SHALL BE INSTALLED ABOVE THE 100—YEAR FLOOD ELEVATION (WHERE APPLICABLE).



VICTORIA@MESSINAASSOCIATES.COM **PHONE** (352)-800-9758

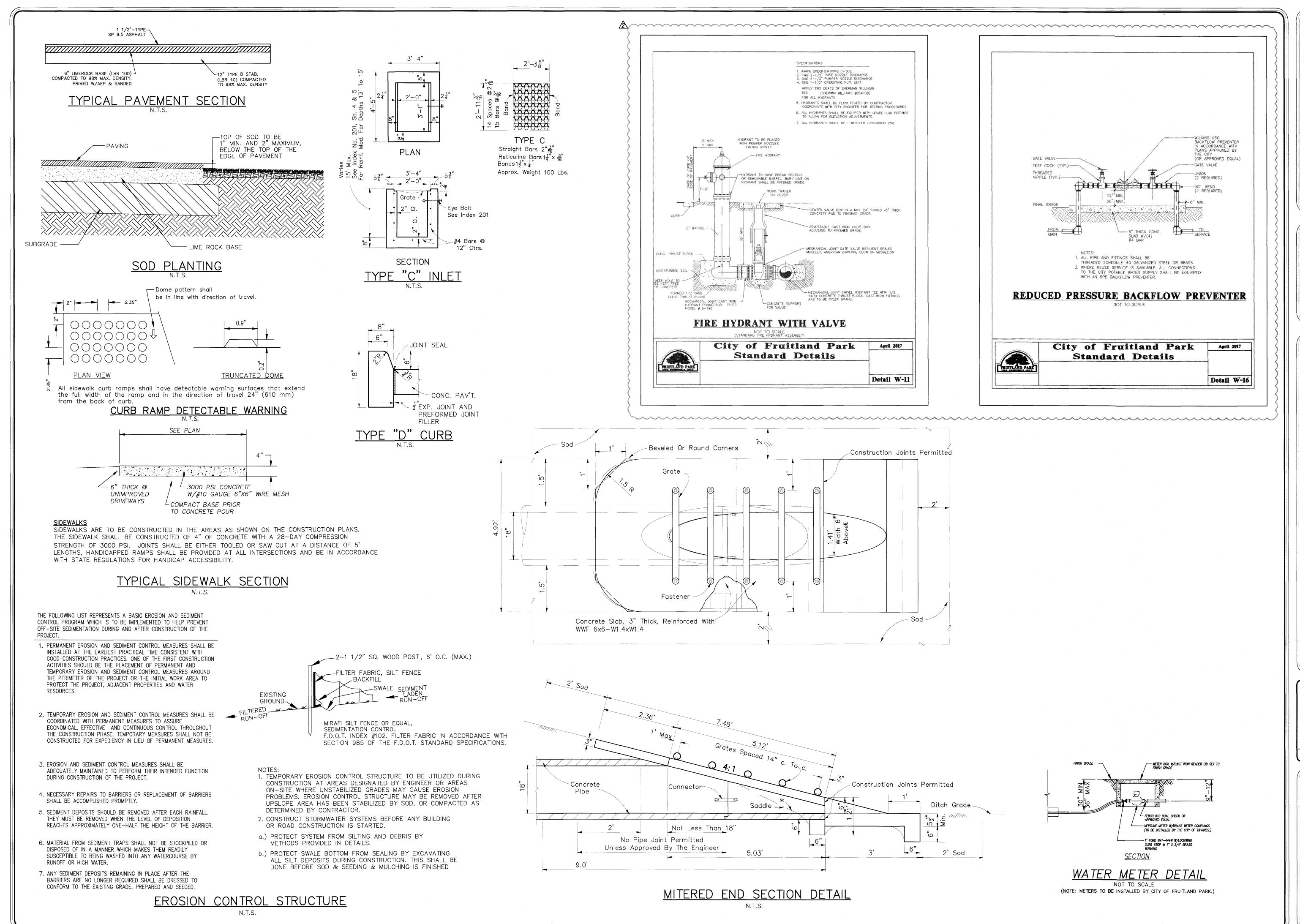
	LIFT STATION	SCHEDULE
1	TOP OF BASIN	88.00 FEET
1	INLET INVERT	82.46 FEET
1	HIGH WATER LEVEL ALARM	82.00 FEET
1	LAG PUMP ON	81.50 FEET
1	LEAD PUMP ON	81.00 FEET
1	PUMPS OFF	78.50 FEET
1	BOTTOM OF BASIN	76.5 FEET
1	COVER OVER DISCHARGE	18 INCHES
1	INLET SIZE AND TYPE	4 INCH and 6 INCH



LIFT STATION PLAN VIEW

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Wicks Engineering Services,



Wicks Engineering Services, Inc. 225 West Main Street, Tavares, Florida 32778 www.wicksengineering.com (352) 343-8667 C.A. #30062

WIGHS EN

FRUITLAND PARK HOLDINGS, LLC
TEJINDER S. GREEWALL
1330 SAXON BOULEVARD
ORANGE CITY, FLORIDA 32763

CONSTRUCTION, DRAINAGE & UTILITY DETA
US HWY 27/441 FRUITLAND PARK FL. 347

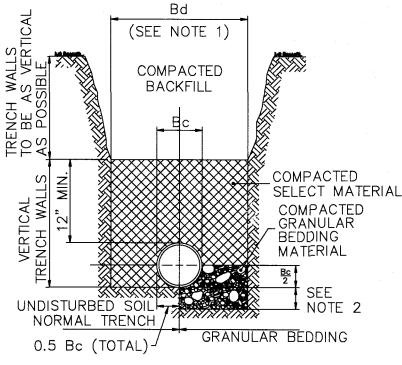
KENNETH BYMCKS, P.E. FL. REG. NO. DATE: 33274

TEMPORARY JUMPER CONNECTION NOTES

- 1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
- 2. THE DETAILS TO BE USED FOR FILLING ANY WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MINIMUM VELOCITY) AND FOR PULLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZÉ. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. THE JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 psi IN THE NEW MAINS ALL THE TIME AFTER DISINFECTION AND UNTIL THE FDEP CLEARANCE LETTER IS OBTAINED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651, 1992 EDITION. THIS TAPPING SLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABBING PER SECTION II OF AWWA C561-92.
- 3. FLUSHING OF 10" DIAMETER AND LARGE WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE, IN THE PRESENCE OF THE UTILITY DEPART. THE UTILITY DEPARTMENT WILL NOTIFIED IN WRITING 48 HOURS PRIOR TO THE FLUSHING OF SAID MAINS.

THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

- THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE UTILITY COMPANY AND ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES WHICH ARE NOT WATERTIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.
- THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT.
 - FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAIN.
- ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE.
 - PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT, THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 35 psi.
- TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY, ENSURING A PRESSURE DROP ACROSS THE VALVE IS ALWAYS GRATER THAN 10 psi.
- THE TIE-IN VALVE SHALL BE LOCKED CLOSED BY THE CITY UNTIL FLUSHING
- BEGINS. THE TIE-IN VALVE SHALL BE OPENED ONLY A FEW TURNS FOR FLUSHING OF THE NEW MAIN. THE PROCEDURE SHALL BE DIRECTED BY THE CITY AND
- OBSERVED BY THE ENGINEER. E. AFTER FLUSHING, THE TIE-IN VALVE SHALL BE CLOSED AND LOCKED IN THE CLOSED POSITION BY THE CITY.
- 4. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE RPZ BACKFLOW PREVENTION DEVICE HAS BEEN TESTED WITHIN ONE YEAR AT THE TIME OF INSTALLATION AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. THE TEST SHALL BE PERFORMED BY A QUALIFIED BACKFLOW PREVENTION TECHNICIAN.
- 5. EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE CITY. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.
- 6. UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.
- 7. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



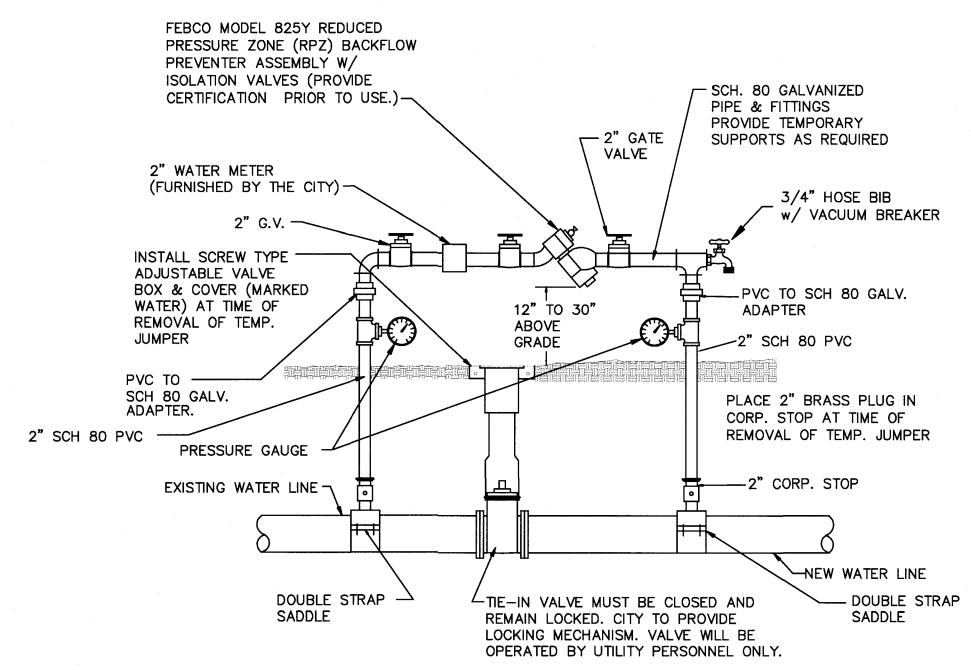
CLASS "B" BEDDING NORMAL CONDITIONS

NOTES: FOR BEDDING AND TRENCHING

- 1. Dimension Bc = Pipe O.D. Dimension Bd = Trench Width at Top of Pipe
- Maximum Bd = Bc + 30" Minimum Bd = Maximum Dimension of Bell + 8" (Unsheeted Trench)
- 2. DEPTH FOR REMOVAL FOR UNSUITABLE MATERIAL SHALL BE AS REQUIRED TO REACH SUITABLE FOUNDATION. FOR ROCK OR OTHER NON-CUSHIONING MATERIAL, DEPTH SHALL BE 6" BELOW BOTTOM OF

3. ALL BACKFILL AND SELECT MATERIAL UNDER ALL ROADWAYS, DRIVES (INCLUDING DIRT DRIVES), AND PARKING AREAS SHALL BE COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. (AASHTO T-180). BACKFILL AND SELECT MATERIAL UNDER ALL OTHER AREAS SHALL BE COMPACTED AS FOLLOWS: FROM BOTTOM OF TRENCH TO 12" ABOVE TOP OF PIPE - 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180). FROM 12" ABOVE TOP OF PIPE TO TOP OF BACKFILL - 90% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180)

BEDDING DETAILS

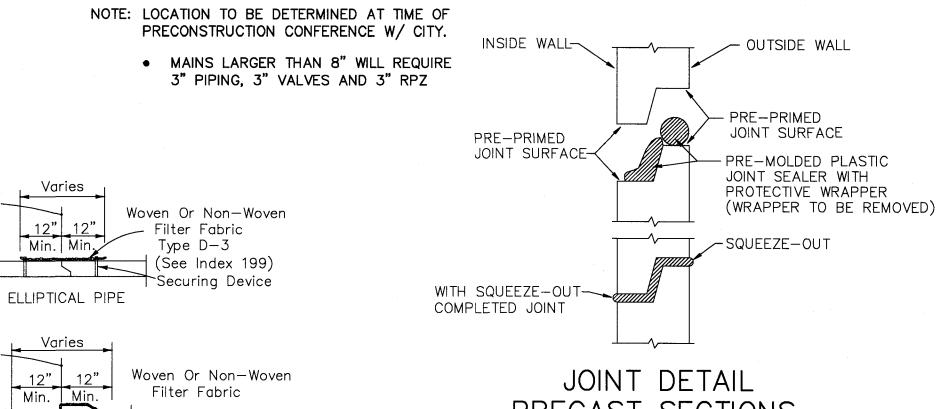


TEMPORARY JUMPER CONNECTION DETAIL

NOT TO SCALE

Filter Fabric

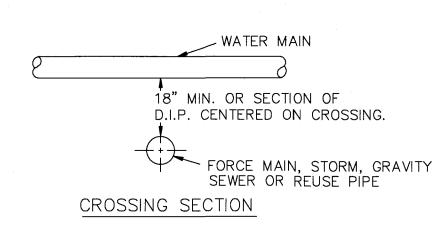
Securing Device



PIPE SECTIONS Cost of filter fabric jacket to be included in cost of pipe culverts. FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

ROUND PIPE

FILTER FABRIC JACKET



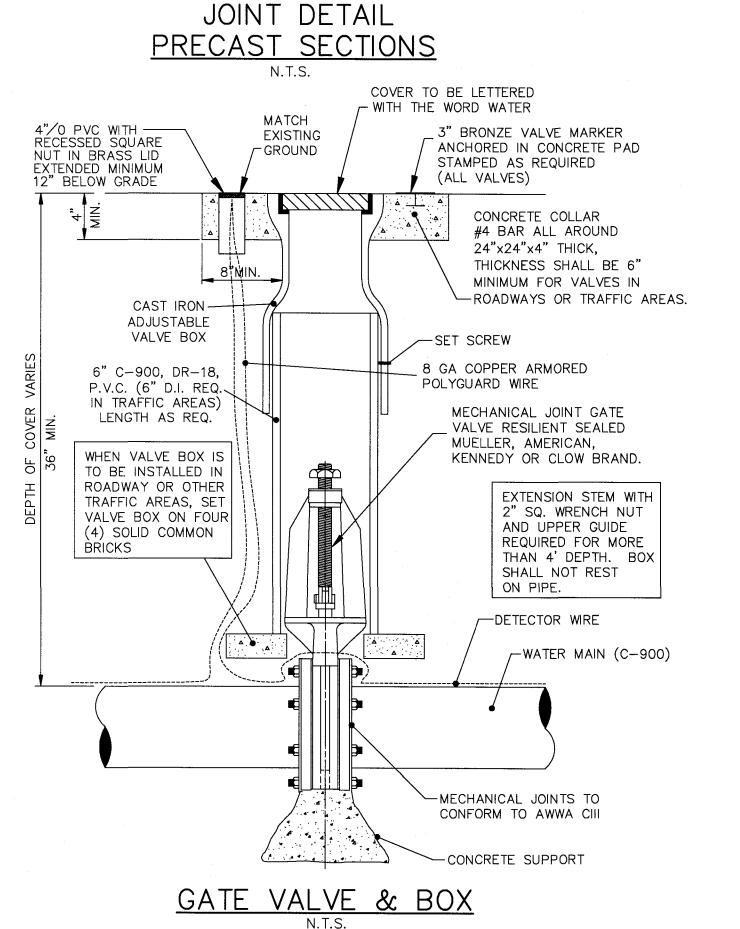
Overlap 2' Min

ELLIPTICAL PIPE SHOWN

ISOMETRIC VIEW

- 1. IF WATERMAIN IS LESS THAN 18" ABOVE SANITARY OR STORM SEWER, REUSE OR SEWERAGE FORCEMAIN PIPE AT A CROSSING, THEN CENTER ONE FULL LENGTH JOINT OF D.I.P. ON CROSSING POINT.
- 2. ALL PIPING CLEARANCES SHALL BE IN ACCORDANCE WITH CHAPTER 62-555.314, F.A.C.
- DO NOT ENCASE PIPING IN CONCRETE UNLESS SPECIFICALLY AUTHORIZED.
- 4. ALL PIPING SHALL CLEAR OTHER CONSTRUCTION BY 6" MINIMUM.

PIPING CLEARANCES



WITH $6\times6-6/6$ WWF. PORTLAND CEMENT SURFACE ASPHALTIC CONCRETE SURFACE OPEN CUT AND REPAIR DETAIL

EXISTING ASPHALTIC CONC. SURFACE

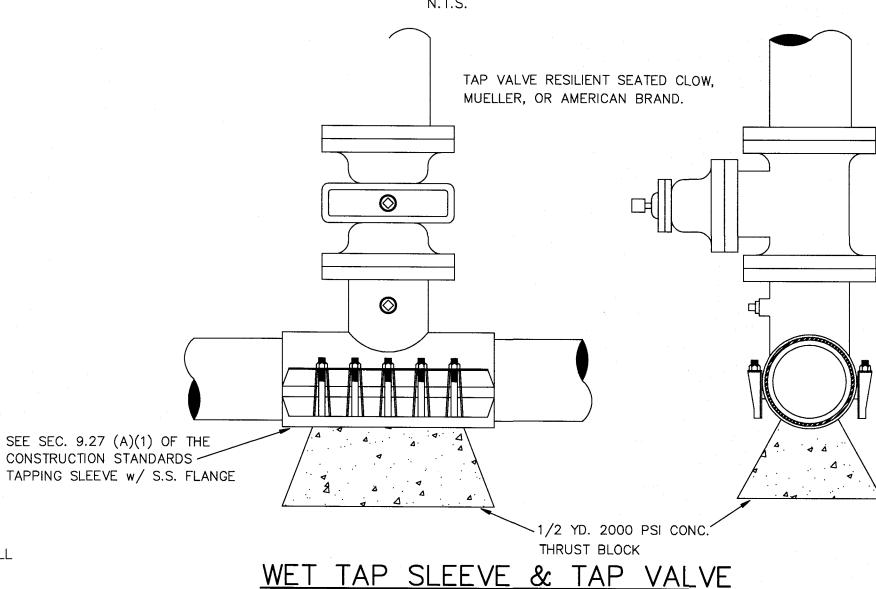
LIMEROCK, PRIMED, 98% BASE OR

8"(MIN.)THICK 3000 PSI CONCRETE

SLAB, TO SAME WIDTH, REINFORCED

ALTERNATE METHOD CONSISTING OF AN

ーEXISTING BASE (T) 🎽



SURFACE

REPLACEMENT

TRENCH WIDTH

5' MINIMUM

2'-0" MIN

TRENCH WALL

REPLACEMENT CONCRETE

EXISTING CONCRETE

PAVEMENT:

REMOVABLE CAP -4"X18"X18" CONCRETE COLLAR

TYPICAL CLEANOUT DETAIL

GENERAL WATER NOTES

- 1. WATER SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND REGULATIONS, CLEANED, DISINFECTED AND BACTERIOLOGICAL CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND CHAPTER 62-555 FLORIDA ADMINISTRATIVE CODE.
- 2. ALL PIPING SHALL BEAR THE "NSF" SEAL FOR POTABLE WATER.
- 3. WATER MAINS SHALL BE PVC CONFORMING TO AWWA C-900, DR 18 FOR PIPE SIZES 4"-12". PIPES 14" OR LARGER SHALL BE AWWA C-905, DR 18. ALL COUPLINGS COMPOUNDS, SOLVENTS, LUBRICANTS AND PIPE PREPARATION, FOR LAYING, SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURERS LATEST RECOMMENDATIONS.
- 4. DEPTH OF WATER LINES TO BE MINIMUM 36" BELOW FINISHED GRADE.
- 5. WATER MAINS TO BE LOCATED 5' FROM BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- 6. ALL PIPING CLEARANCES SHALL BE IN ACCORDANCE WITH CHAPTER 62-555.314, F.A.C., AND APPROVED BY THE CITY.
- 7. ALL WATER MAINS UNDER PAVEMENT SHALL BE DUCTILE IRON AND SHALL EXTEND 5' BEYOND THE BACK OF CURB, EXCEPT DIRECTIONAL BORES, WHICH SHALL BE SDR-11 HDPE.
- 8. ALL SLEEVES UNDER PAVEMENT SHALL EXTEND 5' BEYOND THE BACK OF CURB.

* * NOTE: MARK ALL POINTS WHERE WATER SERVICES CROSS CURB WITH A "W" MARK IN CONCRETE.

Services Engineering **SS**

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White KENNETH R/ WICKS, P.E. FL. REG. NO DATE: 33274

4



AGENDA ITEM NUMBER **4f**

AGENDA ITEM SUMMARY SHEET

	Construction	n –Site Plan	•	nt Entrance Road	
For the Meeting of:	September 2	27, 2018			
Submitted by:	City Manager/Community Development Director				
Date Submitted:	September 1	September 18, 2018			
Are Funds Required:		Yes	X	No	
Account Number:	N/A	1	,		
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Items: Site plan application for a 1,100	feetof entrand	ce road to the Vil	age Park Develop	oment.	
Description of Items:			age Park Develor	oment.	
Description of Items: Site plan application for a 1,100	lution 2018-00		age Park Develop	oment.	
Description of Items: Site plan application for a 1,100 Action to be Taken: Adopt Reso	lution 2018-00		age Park Develop	oment.	
Description of Items: Site plan application for a 1,100 Action to be Taken: Adopt Reso Staff's Recommendation: Site p	lution 2018-00		age Park Develor	oment.	

RESOLUTION 2018-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING SITE PLAN APPROVAL FOR CONSTRUCTION OF AN ENTRANCE ROAD TO THE VILLAGE PARK DEVELOPMENT LOCATED ON CR466A IN FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property owned by Presbyterian Retirement Communities, Inc. (Parcel No. 05-19-24-000300007300) consists of 59.96 +/- acres and is zoned PUD – Mixed Use (the "Property"); and

WHEREAS, the applicant has petitioned for site plan approval to construct approximately 1,100 feet of entrance road to the Village Park development; 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:

WHEREAS, the Planning and Zoning Board on September 20, 2018 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.

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 Entrance Road Site Plan, <u>a copy of which is attached hereto</u>, for the real property described in **Exhibit A** attached hereto is **GRANTED** subject to the following conditions:

- The entrance road will be privately owned.
- The applicant shall meet all Lake County requirements for the entrance road tying into the public road owned by Lake County and traversing Lake County right of way;

• The applicant shall comply with Lake County requirements to construct the Phase 2 turn lane improvements per the Westminster Pine Ridge, CR 466A Road Improvements plans by FEG.

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

PASSED AND RESOLVED this 27th day of September 2018, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park				
Chris Cheshire, Mayor				
Attest:				
Esther B. Coulson, City C	lerk			
Mayor Cheshire _	(Yes),	(No),	(Abstained),	(Absent
Vice Mayor Gunter _				
Commissioner Lewis _				
Commissioner Ranize _				
			(Abstained),	
Ammoved as to form and 1	o colityu			
Approved as to form and l	eganty:			
	•	-		
Anita Geraci-Carver, City	Attorney			

INSTRUMENT#: 2018062218 OR BK 5116 PG 1729 PAGES: 2 5/29/2018 2:28:38 PM

NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT

REC FEES: \$18.50 DEED DOC:\$18887.40

Prepared by and return to: Robert Q. Williams Williams, Smith & Summers 380 West Alfred Street Tavares, FL 32778 352-343-6655 File Number: 17380

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Special Warranty Deed

This Special Warranty Deed made this 25 day of May, 2018 between First Baptist Church of Leesburg, Inc., a Florida not-for-profit corporation whose post office address is 220 North 13th Street, Leesburg, FL 34748, grantor, and Presbyterian Retirement Communities, Inc., a Florida not-for-profit corporation whose post office address is 80 West Lurcerne Circle, Orlando, FL 32801, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trustes and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

That land lying in Sections 5 and 8, Township 19 South, Range 24 East, Lake County, Florida, described as follows:

Commence at the Northeast corner of Villages of Fruitland Park Unit No. 27, according to the plat thereof as recorded in Plat Book 66, Page 42, Public Records of Lake County, Florida, also being a point on the South right of way line of County Road 466-A; thence run S89°14'18"E along said South right of way line, a distance of 739.12 feet for the Point of Beginning; thence continue S89°14'18"E along said South right of way line, a distance of 150.00 feet to a point on a non-tangent curve, concave to the Southeast, having a radius of 25.00 feet; thence from a radial bearing of S00°45'42"W, run Southwesterly along the arc of said curve through a central angle of 90°11'04, an arc distance of 39.35 feet, having a chord bearing of S45°40'10"W and a chord distance of 35.41 feet; thence run S00°34'38"W, a distance of 326.78 feet to the beginning of a curve concave to the West, having a radius of 800.07 feet; thence run Southwesterly along the arc of said curve through a central angle of 28°31'01", an arc distance of 398.20 feet, having a chord bearing of S14°50'08"W and a chord distance of 394.11 feet; thence run S89°25'04"E, a distance of 351.07 feet; thence run S00°34'38"W along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section, a distance of 530.06 feet to the Southeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 5; thence run S89°39'42"E along the North line of the Northeast 1/4 of the Northwest 1/4 of Section 8, a distance of 1330.49 feet to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said section 8; thence run S00°44'42"W along the East line of said Northeast 1/4 of the Northwest 1/4 of Section 8, a distance of 1343.27 feet to the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 8; thence run N89°40'49"W along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 8, a distance of 1331.19 feet to the Southwest corner of said Northeast 1/4 of the Northwest 1/4 of Section 8; thence run S00°46'31"W along the West line of said Southeast 1/4 of the Northwest 1/4 of Section 8, a distance of 917.29 feet; thence run N48°08'07"W, a distance of 53.49 feet to the beginning of a curve concave to the Northeast, having a radius of 353.53 feet; thence run Northwesterly along the arc of said curve through a central angle of 48°53'35", an arc distance of 301.68 feet, having a chord bearing of N23°41'20"W and a chord distance of 292.61 feet; thence run N00°45'27"E, a distance of 83.40 feet to the beginning of a curve concave to the Southwest, having a radius of 301.31 feet; thence run Northwesterly along the arc of said curve through a central angle of 93°13'50", an arc distance of 301.31 feet, having a chord bearing of N45°51'28"W and a chord distance of 437.95 feet; thence run N00°46'26"E, a distance of 277.84 feet; thence run S89°40'53"E, a distance of 381.67 feet; thence run N51°10'07"E, a distance of 62.26 feet to a point on a non-tangent curve concave to the Southeast, having a radius of 131.00 feet; thence from a radial bearing of N71°59'15"E, run Northeasterly along the arc of said curve through a central angle of 99°12'01, an arc distance of 226.81 feet, having a chord bearing of N31°35'16"E and a chord distance of 199,52 feet; thence run N02°20'25"E, a distance of 188.36 feet; thence run N02°26'46"W, a distance of 65.30 feet; thence run N06°23'37"W, a distance of 34.32 feet; thence run N51°52'42"W, a distance of 176.94 feet; thence run N48°08'57"W, a distance of 103.47 feet; thence run S86°42'49"W, a distance of 212.31 feet; thence run N00°47'50"E, a distance of 251.35 feet; thence run S89°12'10"E, a distance of 9.70 feet; thence run N00°43'00"E, a distance of 231.45 feet; thence run S89°17'00"E, a distance of 132.92 feet; thence run N26°11'59"W, a distance of 109.71 feet to the beginning of a curve concave to the Southwest, having a radius of 439.44 feet; thence run Northwesterly along the arc of said curve through a central angle of 19°00'15", an arc distance of 145.75 feet, having a chord bearing of N35°28'37"W and a chord distance of 145.09 feet to a point of reverse curvature of a curve concave to the Northeast, having a radius of 539.33 feet; thence run Northwesterly along the arc of said curve through a central angle of 22°52'42", an arc distance of 215.36 feet, having a chord bearing of N33°32'23"W and a chord distance of 213.93 feet to a point of reverse curvature of a curve concave to the Southwest, having a radius of 50.00 feet; thence run Northwesterly along the arc of said curve



First Baptist Church of Leesburg, Inc., a Florida non-profit

By: Arthur A. Ayris, Vice President

through a central angle of 56°39'08", an arc distance of 49.44 feet, having a chord bearing of N50°25'36"W and a chord distance of 47.45 feet to a point of reverse curvature of a curve concave to the East, having a radius of 131.00 feet; thence run Northerly along the arc of said curve through a central angle of 172°57'28", an arc distance of 395.45 feet, having a chord bearing of N07°43'34"E and a chord distance of 261.51 feet; to a point of reverse curvature of a curve concave to the Northwest, having a radius of 50.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 62°53'01", an arc distance of 54.88 feet, having a chord bearing of N62°45'47"E and a chord distance of 52.16 feet to a point of compound curvature of a curve concave to the West, having a radius of 700.07 feet; thence run Northeasterly along the arc of said curve through a central angle of 30°44'39", an arc distance of 375.65 feet, having a chord bearing of N15°56'57"E and a chord distance of 371.16 feet; thence run N00°34'38"E, a distance of 327.27 feet to the beginning of a curve concave to the Southwest, having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 89°48'55", an arc distance of 39.19 feet, having a chord bearing of N44°19'49"W and a chord distance of 35.30 feet to the Point of Beginning.

Contains 59.956 Acres, more or less.

Parcel Identification Number: 0519240003-000-02200

Subject to taxes for 2018 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Ao Leona. Williams	(Corporate Seal)
County of Lake	Ah
The foregoing instrument was acknowledged before me this First Baptist Church of Leesburg, Inc., a Florida non-profit content to me or [] has produced	day of May, 2018 by Arthur A. Ayris, Vice President of orporation, on behalf of the corporation. He is personally as dentification.
[Notary Seal]	Notary Public
NTHIAL CHAVIS MY COMMISSION # 66 153712 MY COMMISSION # 69 153712	Printed Name: Cynthia L. Chavis
Bonded Thru Notary Public Underwriture	My Commission Expires:

NOTICE OF SITE PLAN APPROVAL

TO: Presbyterian Retirement Communities, Inc. 80 W Lurcerne Circle Orlando, FL 32801

You are hereby notified that site plan approval subject to the conditions outlined below has been given for construction of approximately 1,100 feet of entrance road to Village Park on the property described in **Exhibit A** attached hereto which lies wholly within the city limits of the City of Fruitland Park.

- The entrance road will be privately owned.
- The applicant shall meet all Lake County requirements for the entrance road tying into the public road owned by Lake County and traversing Lake County right of way;
- The applicant shall comply with Lake County requirements to construct the Phase 2 turn lane improvements per the Westminster Pine Ridge, CR 466A Road Improvements plans by FEG.

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

WESTMINSTER PINE RIDGE ROADWAY & UTILITY DEVELOPMENT CONSTRUCTION PLANS CITY OF FRUIT LAND PARK, FLORIDA

PARCEL ID: 05-19-24-0003-000022-00-000F

OWNER/ PRESBYTERIAN RETIREMENT

APPLICANT: COMMUNITIES, INC.

80 W. LUCERNE CIRCLE ORLANDO, FL 32801 PHONE: (407) 839-5050

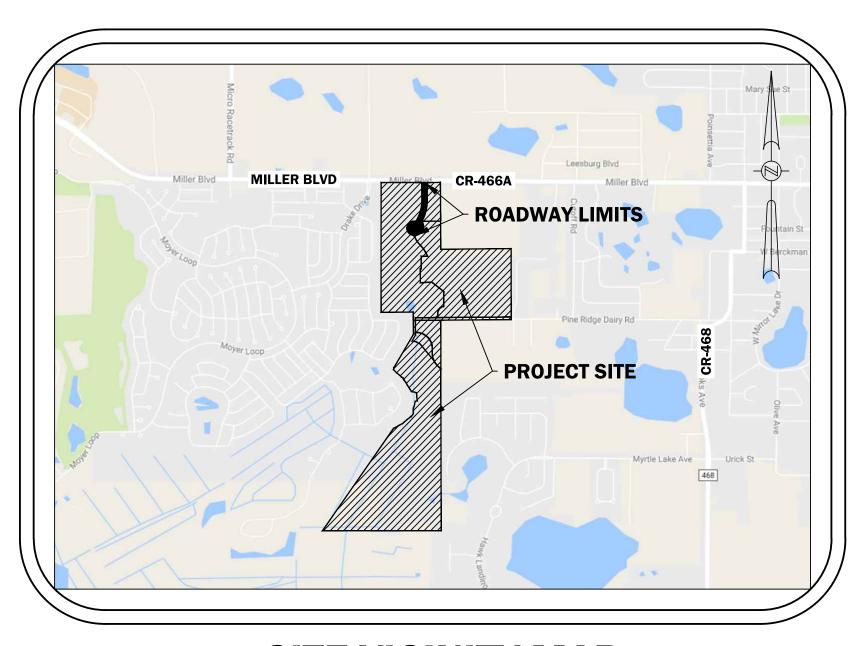
SURVEYOR: FARNER BARLEY & ASSOCIATES, INC.

4450 NE. 83RD ROAD WILDWOOD, FL 34785 PHONE: (352) 784-3126

SURVEYOR: SHANNON SURVEYING, INC.

499 NORTH S.R. 434 - SUITE 2045 ALTAMONTE SPRINGS, FL 32714

PHONE: (407) 774-8372



SITE VICINITY MAP

SCALE: N.T.S

THESE PLANS ARE PREPARED BASED ON THE NAVD 88 DATUM

PLAN INDEX

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~	C-12	CR-466A ROAD IMPROVEMENTS PLAN (PHASE 1)
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	C-17	SITE LANDSCAPE PLAN
	C-18	SITE IRRIGATION PLAN

UTILITY COMPANIES

WATER: (352) 360-6727 CITY OF FRUITLAND PARK UTILITY DEPT.
SEWER: (352) 360-6727 CITY OF FRUITLAND PARK UTILITY DEPT.
ELECTRIC: (352) 728-9800 CITY OF LEESBURG, ELECTRIC DEPARTMENT TELEPHONE: (800) 788-3500 CENTURYLINK
CABLE: (352) 787-7875 COMCAST CABLE



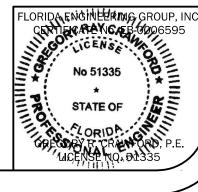
Engineering the Future

5127 S. Orange Avenue, Suite 200

Orlando, FL 32809 Phone: 407-895-0324

Fax: 407-895-0325

www.feg-inc.us



GENERAL NOTES:

- 1. THESE GENERAL NOTES APPLY TO ALL WORK IN THIS SET OF DRAWINGS.
- 2. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL CONDITIONS CONTAINED THEREIN.
- 3. THE SPECIFICATIONS, NOTES, AND PLANS CALL ATTENTION TO CERTAIN REQUIRED FEATURES OF THE CONSTRUCTION BUT DO NOT PURPORT TO COVER ALL DETAILS OF DESIGN AND CONSTRUCTION. HOWEVER, THE CONTRACTOR SHALL FURNISH & INSTALL THE WORK IN ALL DETAILS AND
- 4. ALL EQUIPMENT SHALL BE HANDLED, STORED, INSTALLED, TESTED, AND OPERATED IN STRICT ACCORDANCE WITH THE APPLICABLE MANUFACTURER'S WRITTEN INSTRUCTIONS.
- 5. ALL WORK SHALL BE ACCOMPLISHED TO THE HIGHEST QUALITY CRAFTSMANSHIP STANDARDS AS APPROVED BY THE ENGINEER.
- 3. ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES, ORDINANCES AND REGULATIONS.
- 7. APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS ON THE DRAWINGS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE BIDDING.

 8. AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PERFORM SITE CLEAN—UP OPERATIONS FOR REMOVAL OF ALL TRASH, DEBRI EXCESS MATERIAL, AND EQUIPMENT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRESENT THE PROJECT SITE CLEAN AND IN GOOD
- 9. THE CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS, AND SPECIFICATIONS OF LAKE COUNTY FOR SITE IMPROVEMENT IN THE ABSENCE OF A PARTICULAR REQUIREMENT.
- 10. FLORIDA LAW (F.S. 553.851) PROTECTION OF UNDERGROUND PIPELINES MANDATES THAT "NO EXCAVATOR SHALL COMMENCE OR PERFORM ANY EXCAVATION IN ANY PUBLIC OR PRIVATE STREET, ALLEY, OR RIGHT—OF—WAY DEDICATED TO THE PUBLIC USE, OR GAS UTILITY EASEMENT WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF THE PROPOSED EXCAVATION. THIS INCLUDES ANY OPERATION UTILIZING HAND TOOLS OR POWER TOOLS WHICH MOVES OR REMOVES ANY STRUCTURE, EARTH, ROCK, OR OTHER MASS OF MATERIAL BY SUCH METHODS AS DIGGING, BACKFILLING, DEMOLITION, GRADING, DITCHING, DRILLING, BORING, AND CABLE PLOWING. THE EXCAVATOR MUST NOTIFY THE GAS UTILITY A MINIMUM OF 48 HOURS AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATING (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS).
- 11. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS; INCLUDING BUT NOT LIMITED TO WATER, SEWER, POWER, TELEPHONE, GAS, AND CABLE TV COMPANIES.
- 12. ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON, OR BELOW THE SURFACE OF THE GROUND, SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND OWNER IN WRITING. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS FOR REVIEW BY THE ENGINEER AND OWNER.
- 13. THE CONTRACTOR SHALL FURNISH OWNER WITH ACCURATE RECORD DRAWINGS PREPARED BY A LICENSED PROFESSIONAL SURVEYOR SHOWING AS—CONSTRUCTED HORIZONTAL AND VERTICAL DIMENSIONING OF THE WORK. THE SUBMITTAL COPY OF THE RECORD DRAWINGS WILL NOT BE RETURNED. THE RECORD DRAWING OR A REPRODUCIBLE COPY PREPARED BY THE ENGINEER SHALL BE CERTIFIED BY THE CONTRACTOR AS CORRECT. ALL INFORMATION WHICH IS UNCHANGED AND CURRENT SHALL BE NOTED BY CHECKING OFF OR CIRCLING. ALL REVISED INFORMATION SHALL BE CROSSED THROUGH AND NEW DATA ADDED. ADDITIONAL REQUIREMENTS ARE NOTED IN PAVING, GRADING, DRAINAGE, WATER. AND SEWER NOTES.
- 14. ALL PRIVATE AND PUBLIC PROPERTIES AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTED UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NOTICE OF THE PLANS.
- 15. THE CONTRACTOR SHALL FOLLOW THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS IN PREPARING THE SITE FOR CONSTRUCTION; THIS INCLUDES REMOVAL OF ANY EXISTING ORGANIC SOILS, DELETERIOUS MATERIAL, VEGETATION, AND/OR DEBRIS FROM WITHIN THE LIMITS OF CONSTRUCTION AS IDENTIFIED BY THE GEOTECHNICAL ENGINEER; PROOFROLLING OF THE NATURAL SOILS WHERE REQUIRED; AND OTHER GENERAL SITE PREPARATION REQUIREMENTS. SPECIFIC PROOFROLLING COMPACTION REQUIREMENTS SHOULD BE CONSISTENT WITH THE APPLICABLE DESIGN DOCUMENTS AND GEOTECHNICAL ENGINEER'S RECOMENDATIONS. IF THERE IS A CONFLICT BETWEEN THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS AND THE DESIGN DOCUMENTS, THE MORE STRINGENT REQUIREMENT SHALL APPLY.

GEOMETRY NOTES:

- 1. THESE PLANS ARE BASED ON A SURVEY PREPARED FOR THE OWNER BY FARNER BARLEY AND ASSOCIATES, INC. DATED JULY 07, 2017, AND SHANNON SURVEYING, INC. REVISED JANUARY 03, 2018
- 2. REFER TO SHEET C-2 FOR REFERENCED BENCHMARK.
- 3. CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO COMPLETELY STAKE & CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL & VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY APPARENT DISCREPANCIES ARE FOUND.
- 4. ALL DIMENSIONS ARE TO THE FACE OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- 5. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE BUILDING GEOMETRY SHOWN WITH THAT IN THE FINAL ARCHITECTURAL DRAWINGS, PRIOR TO STAKE-OUT, & SHALL NOTIFY OWNER & ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

MARKING, STRIPING, & SIGNAGE NOTES:

- 1. ALL MARKINGS MUST COMPLY WITH THE F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, AND THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE. PARKING SPACES MAY BE F.D.O.T. RATED PAINT. ALL OTHER MARKINGS MUST BE THERMOPLASTIC.
- 2. HANDICAP PARKING SPACES SHALL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH FLORIDA STATUTE 316, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND OTHER APPLICABLE STANDARDS. REFER TO F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS INDEX 17355 FOR HANDICAP SYMBOL.
- 3. HANDICAP SIGN SHALL BE F.D.O.T. SPECIFICATION FTP 25.

PAVING, GRADING, & DRAINAGE NOTES:

- 1. ALL CONSTRUCTION, INCLUDING SIDEWALKS, SHALL BE IN ACCORDANCE WITH CITY OF FRUITLAND PARK CONSTRUCTION SPECIFICATIONS AND OTHER GENERAL AND SPECIAL SPECIFICATIONS, AND THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, UNLESS STATED OTHERWISE IN THE SPECIFICATIONS OR ON THE PLANS.
- 2. SUBSURFACE INFORMATION PROVIDED WITH THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT.
- 3. THE LOCATIONS OF EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR FIELD LOCATIONS AND FOR ANY RELOCATIONS OF THE VARIOUS EXISTING UTILITIES WITH THE UTILITY OWNERS, WHICH SHALL BE DONE IN A TIMELY FASHION TO MINIMIZE IMPACT ON THE CONSTRUCTION SCHEDULE. ANY DELAY OR INCONVENIENCE CAUSED THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- 4. ALL FILL MATERIAL IN GENERAL IMPROVEMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE SOIL'S MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180. REFER TO PAVEMENT SECTION DETAILS FOR MATERIAL AND COMPACTION REQUIREMENTS OF PAVEMENT SUBGRADE.
- 5. ALL UNDERGROUND UTILITIES INCLUDING CONDUIT FOR ELECTRICAL, CABLE TV, AND TELEPHONE SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
- 6. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
- 7. THE CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS OF ALL MAJOR ITEMS PROPOSED FOR THIS PROJECT TO THE ENGINEER PRIOR TO ORDERING ANY OF THE EQUIPMENT. UPON THE CONTRACTOR'S RECEIPT OF APPROVED SHOP DRAWINGS FROM THE ENGINEER, THE CONTRACTOR MAY PROCEED WITH THE WORK.
- 8. ALL DISTURBED AREAS MUST BE SODDED UNLESS OTHERWISE NOTED ON THE PLANS. ALL SODDING MUST BE DONE IN ACCORDANCE WITH SECTION 570 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION.
- 9. PROVIDE HANDICAP ACCESS WHERE SIDEWALKS MEET CURBS.

EROSION CONTROL NOTES:

IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION.

DATE

- 1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM WITH CITY OF FRUITLAND PARK SPECIFICATIONS, SUBJECT TO AUTHORIZED AND APPROVED VARIANCES, WAIVERS AND/OR CONDITIONAL CHANGES.
- 2. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
- 3. CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN AT THE PRE—CONSTRUCTION MEETING. THE CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES IN CONTROLLING EROSION AND SEDIMENTATION DURING CONSTRUCTION.
- 4. ALL CLEARED AREAS FOR IMPROVEMENT AND/OR CONSTRUCTION SHALL BE WATERED TO PREVENT WIND EROSION.
- 5. PRIOR TO LAND CLEARING THE CONTRACTOR SHALL PROVIDE TREE PROTECTION BARRIERS TO MEET THE REQUIREMENTS OF CITY OF FRUITLAND
- 5. THE CONTRACTOR SHALL SELECTIVELY CLEAR ONLY THE AREAS REQUIRED FOR CONSTRUCTION AND STABILIZE ANY POTENTIAL EROSION AREAS

BY CHECKE

WATER & SEWER UTILITY NOTES:

- . CONTRACTOR SHALL COORDINATE WITH CITY OF FRUITLAND PARK FOR CONSTRUCTION OF THE WATER AND SEWER SYSTEMS, RESPECTIVELY. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THEIR SPECIFICATIONS AND REQUIREMENTS, AS APPLICABLE AND WILL BE SUBJECT TO THEIR INSPECTION AND ACCEPTANCE.
- 2. CONTRACTOR SHALL COORDINATE ALL WATER AND SEWER SYSTEM TEST SCHEDULING TO ALLOW ENGINEER'S ATTENDANCE AND PROVIDE FIVE (5)
 WORKING DAYS NOTICE OF WATER AND SEWER TESTS. CONTRACTOR'S FAILURE TO PROPERLY NOTIFY ENGINEER MAY RESULT IN RETESTING AT
 ENGINEER'S OPTION AND AT CONTRACTOR'S EXPENSE.
- 3. ENGINEER RESERVES THE RIGHT TO WITHHOLD APPROVAL FOR ANY PORTION OF THE WATER OR SEWER PIPE WORK WHICH HAS NOT BEEN TESTED (OBSERVED BY ENGINEER) AND REPORTED TO CONFORM TO PROJECT SPECIFICATIONS.
- 4. SITE CONTRACTOR SHALL COORDINATE AND VERIFY ALL UTILITY SERVICES WITH FINAL ARCHITECTURAL DRAWINGS AND BUILDING CONTRACTOR.

 5. CONTRACTOR SHALL VERIFY SIZE AND TYPE OF EXISTING MAIN PRIOR TO ORDERING TAPPING MATERIALS FOR TIE-INS.
- CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS MARKED UP WITH HORIZONTAL AND VERTICAL AS—BUILT INFORMATION ON LOCATION OF WATER MAINS, FITTINGS, AND WATER SERVICES LOCATED FROM CENTERLINE OF NEAREST FIRE HYDRANT OR NEAREST MANHOLE.
 SITE UTILITY WORK SHALL TERMINATE 5 FEET FROM BUILDINGS UNLESS OTHERWISE STATED.
- 8. CONTRACTOR SHALL NOT ACTIVATE WATER SERVICE UNTIL THE FDEP HAS CLEARED THE SYSTEM FOR USE AND THE CLEARANCE LETTER HAS BEEN RECEIVED BY THE OWNER

F.D.E.P. CONSTRUCTION NOTES:

UTILITY SEPARATION - VERTICAL CLEARANCE:

- 1. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY

 OR VACUUM— TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE

 OTHER PIPELINE OR AT LEAST 12" BELOW THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS

 PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE—TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR

 PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER
- 2. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW
 THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES SHALL BE ARRANGED SO
 THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM—TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE
 MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62—610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS
 IN GRAVITY— OR PRESSURE—TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER
- UTILITY SEPARATION HORIZONTAL SEPARATION:
- 1. NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM—TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III CHAPTER 62—610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY—TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST (6") SIX INCHES ABOVE THE TOP OF THE SEWER): A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE—TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62—610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR
- PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."

 THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTING OF ALL NEWLY-INSTALLED WATER DISTRIBUTION SYSTEM IN ACCORDANCE WITH THE CITY OF FRUITLAND PARK & IN ACCORDANCE WITH AWWA STANDARD C600 FOR DUCTILE—IRON PIPE. TESTING SHALL BE IN ACCORDANCE WITH AWWA MANUAL
- 3. THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM IN ACCORDANCE WITH THE F.D.E.P. WATER PERMIT, & RECEIVE APPROVAL THEREOF FROM THE LOCAL WATER UTILITY, ENGINEER OF RECORD, & F.D.E.P., PRIOR TO PLACING IN SERVICE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE F.D.E.P. WATER & SEWER PERMITS FROM THE PERMITS FROM THE OWNER & MAINTAIN THEM ON THE JOB SITE AT ALL TIMES. DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA 651 "DISINFECTING WATER MAINS".
- THE <u>PERMITTEE</u> SHALL BE SEPARATELY RESPONSIBLE FOR APPROPRIATE CONSTRUCTION, DISINFECTION & TESTING BEYOND THE METER TO ASSURE POTABILITY AT THE POINT OF USE.
- 2. POTABLE WATER PIPES WILL BE DISINFECTED IN ACCORDANCE WITH AWWA SPECIFICATIONS C651.
- 3. POTABLE PIPES WILL BE HYDROSTATICLY TESTED IN ACCORDANCE WITH SPECIFICATION NUMBERS C600 & C605/M23 FOR DUCTILE IRON & PVC PIPES,
- A. POTABLE WATER PIPES MUST BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING AWWA SPECIFICATIONS:
- B. DUCTILE IRON PIPE (3" TO 64") AWWA C150/AWWA C151; LINING PER AWWA C104, COATING PER AWWA C116, ENCASEMENT PER AWWA C105, FLANGED PIPE PER AWWA C115, GASKET JOINTS PER AWWA C111 AND FITTINGS PER AWWA C110 OR AWWA C153.
- C. PVC (WITH NATIONAL SANITATION FOUNDATION SEAL)
 1. AWWA C900/ASTM 1784 (4" TO 12") WITH DR25 MINIMUM;
- 2. AWWA C905 (14" TO 48")
 3. PRESSURE RATED PIPE (SDR SERIES) SHALL BE ASTM D2241, SCHEDULE 40, 80, & 120 PVC PIPES PER ASTM D1785. THE COMPOUNDS USED FOR EITHER OF THESE TYPES SHALL BE PER ASTM D1784.
- D. POLYETHYLENE PIPE (1/2" 3") AWWA C901 WITH VALVES & FITTINGS (AWWA C800);
- E. POLYETHYLENE PIPE (4" 63") AWWA C906.
- F. FIRE HYDRANTS & VALVES PER AWWA SERIES C500 THROUGH C560
- G. METERS PER AWWA SERIES C700 THROUGH C710
- E. NON-AWWA PVC PIPES (ALLOWED ONLY FOR SIZES LESS THAN 4 INCHES) MUST HAVE A MINIMUM PRESSURE CLASS OF 200 PSI AND MUST BEAR THE NSF MARK ON EACH INSTALLED LENGTH.
- CONNECTION TO EXISTING WATER MAINS:
- 1. IF CONNECTION OF THE PROPOSED ACTIVITY TO THE WATER MAIN WILL RESULT IN DEPRESSURIZATION OF THE EXISTING SYSTEM BELOW 20 POUNDS PER SQUARE INCH, ONE OF THE FOLLOWING MUST OCCUR:
- A. PRECAUTIONARY BOIL WATER NOTICES MUST BE ISSUED IN CASES OF PLANNED DISTRIBUTION INTERRUPTIONS, WHICH DEEMED AN IMMINENT PUBLIC HEALTH THREAT BY THE <u>D.E.P.</u> CENTRAL DISTRICT OR WILL AFFECT BACTERIOLOGICAL QUALITY OF THE DRINKING WATER UNLESS THE PUBLIC WATER SYSTEM CAN DEMONSTRATE, BY SOUND ENGINEERING JUDGMENT, THAT THE INTEGRITY OF THE WATER QUALITY ARE EXPECTED TO OCCUR & NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.
- B. IN CASES OF BRIEF INTERRUPTION IN SERVICE, ADVISORIES (NOT BOIL WATER NOTICES) SHOULD BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR & NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.

FILLING OF WATERMAINS

CONSTRUCTION NOTES:

1. FILLING OF PROPOSED WATER MAINS FROM EXISTING WATER MAINS WILL BE DONE IN ACCORDANCE WITH AWWA SPECIFICATIONS C651.

MATERIAL SPECIFICATIONS:

PAVING, GRADING, & DRAINAGE:

- PAVING MATERIALS SHALL CONFORM WITH F.D.O.T. STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION.
 STORM DRAINS SHALL BE REINFORCED CONCRETE PIPE, PER ASTM C-76 CLASS III, UNLESS OTHERWISE SPECIFIED. LIFTING HOLES ARE PROHIBITED.
- 3. ALL STORM STRUCTURES SHALL CONFORM WITH F.D.O.T. STANDARD INDEX DRAWINGS & SPECIFICATIONS EXCEPT THAT DITCH BOTTOM INLETS IN PAVED AREAS SHALL HAVE TRAVERSABLE, TRAFFIC BEARING, GRATES SUPPORTED BY STEEL ANGLE SEATS OR SUPPORTED ON FOUR SIDES. GRATES SHALL BE CAST IRON UNLESS BICYCLE TRAFFIC IS ANTICIPATED.
- 4. ALL TYPE "P" STRUCTURE BOTTOMS SHALL BE ROUND UNLESS OTHERWISE SPECIFIED & SHALL HAVE 4 FEET MINIMUM DIAMETER.

SEWER MATERIAL:

- 1. PVC GRAVITY SEWER PIPE
- a.PVC GRAVITY SEWER PIPE (4"-15"), ASTM D3034, SDR 35. UNIFORM MINIMUM "PIPE STIFFNESS" AT FIVE (5) PERCENT DEFLECTION SHALL BE 46 PSI. THE JOINTS MANUFACTURED IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. APPLICABLE UNI-BELL PLASTIC PIPE ASSOCIATION STANDARD IS UNI-B-4.
- b.PVC GRAVITY SEWER PIPE (18"-27"), ASTM F679, SDR35. UNIFORM MINIMUM "PIPE STIFFNESS" AT FIVE (5) PERCENT DEFLECTION SHALL BE 46 PSI. THE JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET JOINTS MANUFACTURED IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. APPLICABLE UNI-BELL PLASTIC PIPE ASSOCIATION STANDARD IS UNI-B-7.
- c. ALL PVC PIPE SHALL BEAR THE NSF-DW SEAL. THE MINIMUM STANDARD LENGTH OF PIPE SHALL BE THIRTEEN (13) FEET.
- 2. ALL PIPE SHALL HAVE A HOMING MARK ON THE SPIGOT PROVIDED BY THE MANUFACTURER. ON FIELD CUT PIPE, CONTRACTOR SHALL PROVIDE HOMING MARK ON THE SPIGOT IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. REINFORCED CONCRETE PIPE SHALL HAVE MARKINGS INDICATING THE MINOR AXIS OF THE ELLIPTICAL REINFORCEMENT.
- 3. JOINTS MATERIALS
- a.PVC SEWER PIPE JOINTS SHALL BE FLEXIBLE ELASTOMERIC SEALS PER ASTM D 3212.
- b.JOINTS BETWEEN PIPES OF DIFFERENT MATERIALS SHALL BE MADE WITH A FLEXIBLE MECHANICAL COMPRESSION COUPLING WITH NO. 304 STAINLESS STEEL BANDS. REFER TO CITY OF FRUITLAND PARK MANUAL FOR APPROVED MANUFACTURERS' LIST.

4. FITTINGS

- a.UNLESS OTHERWISE SPECIFIED, WYE BRANCHES SHALL BE PROVIDED IN THE GRAVITY SEWER MAIN FOR SERVICE LATERAL CONNECTIONS.

 WYES SHALL BE SIX (6) INCHES INSIDE DIAMETER, UNLESS OTHERWISE APPROVED BY THE CITY OF FRUITLAND PARK. ALL FITTINGS SHALL
 BE OF THE SAME MATERIAL AS THE PIPE.
- b.PLUGS FOR STUB OUTS SHALL BE OF THE SAME MATERIAL AS THE PIPE, AND GASKETED WITH THE SAME GASKET MATERIAL AS THE PIPE JOINT, OR BE OF MATERIAL APPROVED BY THE CITY OF FRUITLAND PARK. THE PLUG SHALL BE SECURED TO WITHSTAND TEST PRESSURES SPECIFIED IN SECTION 44 OF THE ORANGE COUNTY MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER CONSTRUCTION.

LEGEND SITE

	POLE SIGN
	SMALL PYLON SIGN
0	LARGE PYLON SIGN
→	RIGHT TURN DIRECTIONAL ARRO
÷	STRAIGHT DIRECTIONAL ARROW
•	LEFT TURN DIRECTIONAL ARROV
1	STRAIGHT AND LEFT TURN

STRAIGHT AND LEFT TURN DIRECTIONAL ARROW

STRAIGHT AND RIGHT TURN DIRECTIONAL ARROW

HANDICAP PARKING SYMBOL

F.D.O.T. TYPE "D" CURB

F.D.O.T. TYPE "F" CURB AND GUTTER

GATE VALVE BOX, WV= WATER, FV=FIRE, IV=IRRIGATION, & SSV=SANITARY SEWER

CHAINLINK FENCE

DECORATIVE WOOD OR ALUMINUM FENCE

O * O * O

BARB WIRE FENCE

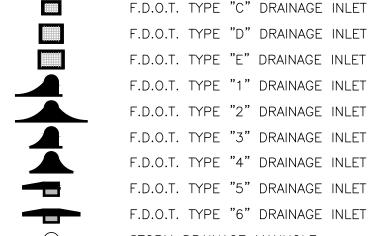
SCREEN/RETAINING WALL, AS NOTED.

BIKE RACK

(#) PARKING COUNT SYMBOL PER ROW

© ROAD CENTERLINE SYMBOL

GRADING & DRAINAGE



STORM DRAINAGE MANHOLE

MITERED END SECTION

STORM DRAINAGE PIPE

DRAINAGE FLOW DIRECTIONAL ARROW

DRAINAGE STRUCTURE BUBBLE

GRADE ELEVATION

UTILITY

DCDA — DOUBLE CHECK
DETECTOR ASSEMBLY

DCVA — DOUBLE CHECK
VALVE ASSEMBLY

RPZ — REDUCED PRESSURE

IOHOI ZONE DEVICE

W DOMESTIC METER

I IRRIGATION METER

GATE VALVE

BLOW—OFF GATE VALVE

REDUCER

WET WELL

11.25° PIPE BEND

→ NET WELL

→ NET WEL

∠ 22.5° PIPE BEND
∠ 30° PIPE BEND

45° PIPE BEND
60° PIPE BEND

节 90° PIPE BEND 干 TEE

FIRE HYDRANT ASSEMBLY
W/ UNOBSTRUCTED AREA
CLEARANCES AS REQUIRED
BY FIRE MARSHALL

FIRE DEPARTMENT CONNECTION

CLEAN OUT

LIFT STATION

GREASE TRAP

GREASE TRAP

SITE LIGHTING

DECORATIVE SITE LIGHTING

UTILITY POLE

REVISIONS

WESTMINSTER PINE RIDGE
ROADWAY AND UTILITY DEVELOPMENT
CONSTRUCTION PLANS
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

DESIGNED BY

GRC

DRAWN BY CHECKED BY APPROVED BY
JV GRC GRC

GENERAL NOTES

16-043
SCALE
N.T.S.

DATE
AUGUST 2017
SHEET NO.

BY

C-2
GAGG

FLORIDA ORGINEERING GROUP INC.

PEROFICATE NO. 180-0006598

No 51335

STATE OF

CHEGOMORICRAWIORD, VIE.

LICENSE, NO. 54335

THIS ITEM HAS BEEN
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SEALED BY (ENGINEER), P.E. ON
(DATE) USING A SHA-1
AUTHENTICATION CODE.

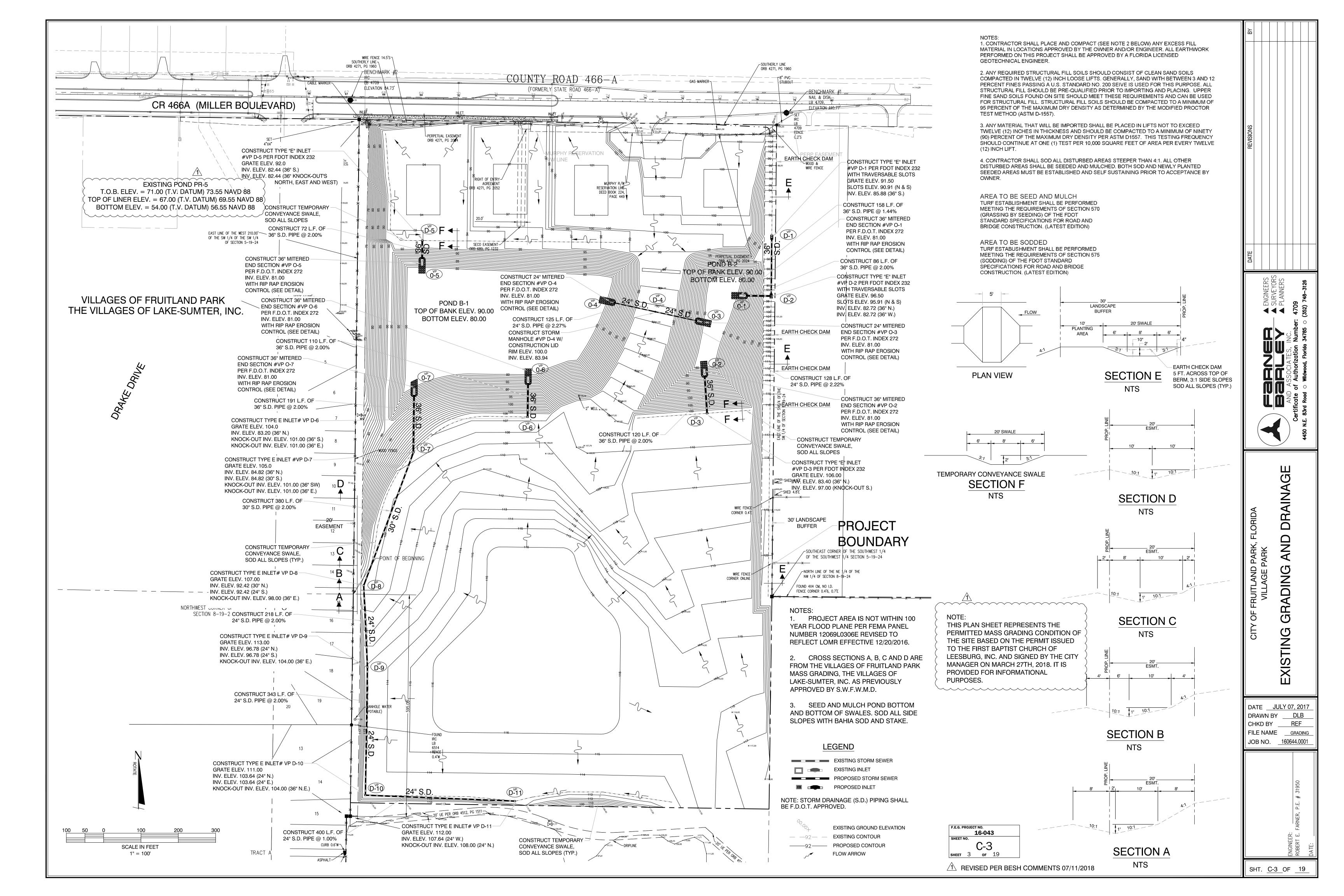
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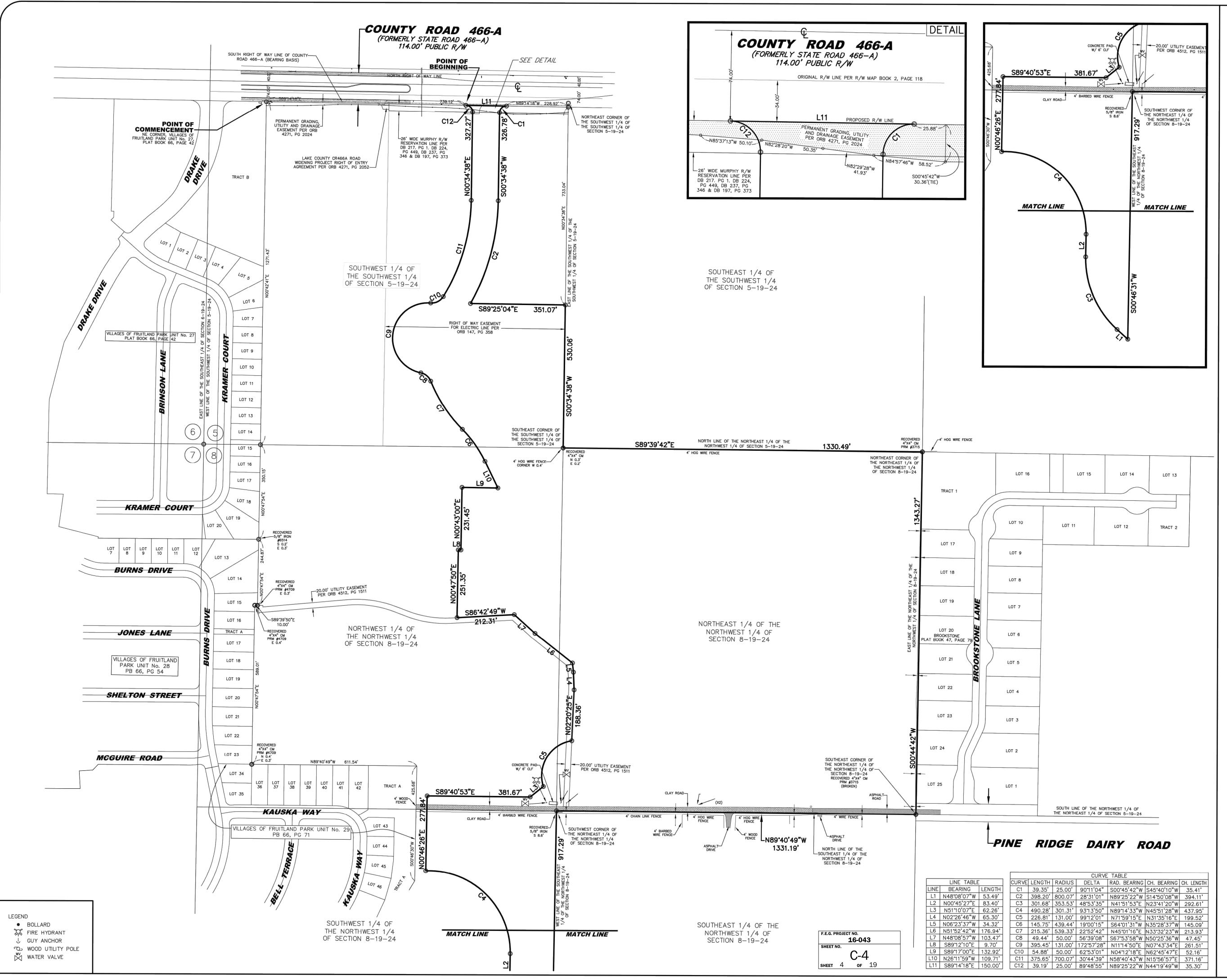
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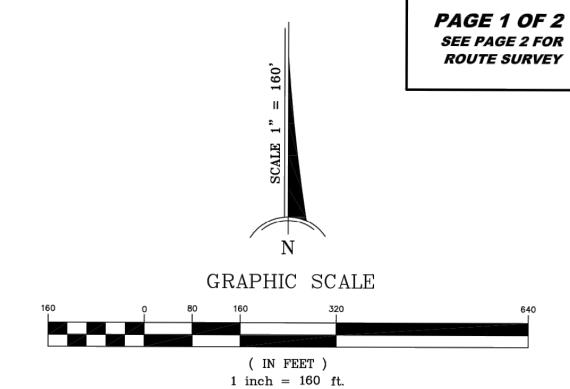
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SIGNED AND SEALED AND THE SHA

AUTHENTICATION CODE MUST BE







BOUNDARY SURVEY

(WRITTEN BY SURVEYOR)

That land lying in Sections 5 and 8, Township 19 South, Range 24 East, Lake County, Florida, described as follows:

Commence at the Northeast corner of Villages of Fruitland Park Unit No. 27, according to the plat thereof as recorded in Plat Book 66, Page 42, Public Records of Lake County, Florida, also being a point on the South right of way line of County Road 466—A; thence run S89*14'18"E along said South right of way line, a distance of 739.12 feet for the Point of Beginning; thence continue S89~14'18"E along said South right of way line, a distance of 150.00 feet to a point on a non—tangent curve, concave to the Southeast, having a radius of 25.00 feet; thence from a radial bearing of S00°45'42"W, run Southwesterly along the arc of said curve through a central angle of 90°11'04, an arc distance of 39.35 feet, having a chord bearing of \$45.40'10"W and a chord distance of 35.41 feet; thence run \$00"34'38"W, a distance of 326.78 feet to the beginning of a curve concave to the West, having a radius of 800.07 feet; thence run Southwesterly along the arc of said curve through a central angle of 28'31'01", an arc distance of 398.20 feet, having a chord bearing of \$14.50.08.W and a chord distance of 394.11 feet; thence run \$89.25.04.E, a distance of 351.07 feet; thence run \$00.34.38.W along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section, a distance of 530.06 feet to the Southeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 5 thence run S89'39'42"E along the North line of the Northeast 1/4 of the Northwest 1/4 of Section 8, a distance of 1330.49 feet to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said section 8; thence run S00°44'42"W along the East line of said Northeast 1/4 of the Northwest 1/4 of Section 8, a distance of 1343.27 feet to the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 8; thence run N89'40'49"W along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 8, a distance of $1\overline{3}31.19$ feet to the Southwest corner of said Northeast 1/4 of the Northwest 1/4 of Section 8; thence feet to the Southwest corner of said Northeast 1/4 of the Northwest 1/4 of Section 8; thence run S00°46′31″W along the West line of said Southeast 1/4 of the Northwest 1/4 of Section 8, a distance of 917.29 feet; thence run N48′08′07″W, a distance of 53.49 feet to the beginning of a curve concave to the Northeast, having a radius of 353.53 feet; thence run Northwesterly along the arc of said curve through a central angle of 48′53′35″, an arc distance of 301.68 feet, having a chord bearing of N23′41′20″W and a chord distance of 292.61 feet; thence run N00°45′27″E, a distance of 83.40 feet to the beginning of a curve concave to the Southwest, having a radius of 301.31 feet; thence run Northwesterly along the arc of said curve through a central angle of 93°13′50″, an arc distance of 301.31 feet, having a chord bearing of N45°51′28″W and a chord distance of 437.95 feet; thence run N00°46′26″E, a distance of 277.84 feet; thence run S89°40′53″E, a distance of 381.67 feet; thence run N51°10′07″E, a distance of 62.26 feet to a point on a non-tangent curve concave to the Southeast, having a distance of 62.26 feet to a point on a non-tangent curve concave to the Southeast, having a radius of 131.00 feet; thence from a radial bearing of N71°59'15"E, run Northeasterly along the arc of said curve through a central angle of 99°12'01', an arc distance of 226.81 feet, having a chord bearing of N31°35'16"E and a chord distance of 199.52 feet; thence run N02°20'25"E, a distance of 188.36 feet; thence run N02°26'46"W, a distance of 65.30 feet; thence run N06°23'37"W, a distance of 34.32 feet; thence run N51°52'42"W, a distance of 176.94 feet; thence run N48°08'57"W, a distance of 103.47 feet; thence run S86'42'49"W, a distance of 212.31 feet; thence run N00°47'50"E, a distance of 251.35 feet; thence run S89°12'10"E, a distance of 9.70 feet; thence run N00°43'00"E, a distance of 231.45 feet; thence run S8917'00"E, a distance of 132.92 feet; thence run N26'11'59"W, a distance of 109.71 feet to the beginning of a curve concave to the Southwest, having a radius of 439.44 feet; thence run Northwesterly along the arc of said curve through a central angle of 19°00'15", an arc distance of 145.75 feet, having a chord bearing of N35'28'37"W and a chord distance of 145.09 feet to a point of reverse curvature of a curve concave to the Northeast, having a radius of 539.33 feet; thence run Northwesterly along the arc of said curve through a central angle of 22'52'42", an arc distance of 215.36 feet, having a chord bearing of N33'32'23"W and a chord distance of 213.93 feet to a point of reverse curvature of a curve concave to the Southwest, having a radius of 50.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 56'39'08", an arc distance of 49.44 feet, having a chord bearing of N50°25'36"W and a chord distance of 47.45 feet to a point of reverse curvature of a curve concave to the East, having a radius of 131.00 feet; thence run Northerly along the arc of said curve through a central angle of 172'57'28", an arc distance of 395.45 feet, having a chord bearing of N07'43'34"E and a chord distance of 261.51 feet; to a point of reverse curvature of a curve concave to the Northwest, having a radius of 50.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 62°53'01", an arc distance of 54.88 feet, having a chord bearing of N62°45'47"E and a chord distance of 52.16 feet to a point of compound curvature of a curve concave to the West, having a radius of 700.07 feet; thence run Northeasterly along the arc of said curve through a central angle of 30'44'39", an arc distance of 375.65 feet, having a chord bearing of N15'56'57"E and a chord distance of 371.16 feet; thence run N00'34'38"E, a distance of 327.27 feet to the beginning of a curve concave to the Southwest, having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 89°48'55", an arc distance of 39.19 feet, having a chord bearing of N44°19'49"W and a chord distance of 35.30 feet to the Point of Beginning. Contains 59.956 Acres, more or less.

- BEARINGS BASED ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466-A AS BEING
- NO UNDERGROUND UTILITIES WERE LOCATED.

Old republic National title Insurance Company's Title Commitment No. 17380, with an effective date of April 6, 2017 @ 11:00 PM. Schedule B-Section II Exceptions:

Items 1 through 12 are standard and/or not survey items.

- Right of Way Easement in favor of Sumter Electric Cooperative, Inc. contained in instrument recorded January I I. 1961, under O.R. Book 147, Page 358, Public Records of Lake County, Florida. *PLOTTED*.
- Permanent Grading, Utility and Drainage Easement recorded in OR. Book 4271, Page 2024, Public Records of Lake County, Florida. PLOTTED.
- Lake County CR466A Road Widening Project Right of Entry Agreement recorded in OR. Book 4271, Page 2052, Public Records of Lake County, Florida. PLOTTED.
- Temporary Easement recorded in OR. Book 4272, Page 1895. Public Records of Lake County, Florida. SUBJECT TO TEMPORARY EASEMENT TO EXPIRE AT THE COMPLETION OF ROADWAY CONSTRUCTION FOR COUNTY ROAD 466A.
- 17. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 217. Page 1. Deed Book 224, Page 449. Deed Book 237. Page 346, and Deed Book 197, Page 373, Public Records of Lake County, Florida. PLOTTED.
- Oil and Gas Mining Lease recorded in Deed Book 226, Page 179 and Transfer recorded in Deed Book 226, Page 173, Public Records of Lake County, Florida. DOES NOT AFFECT SURVEYED PARCEL.
- Rights of the lessees under unrecorded leases.

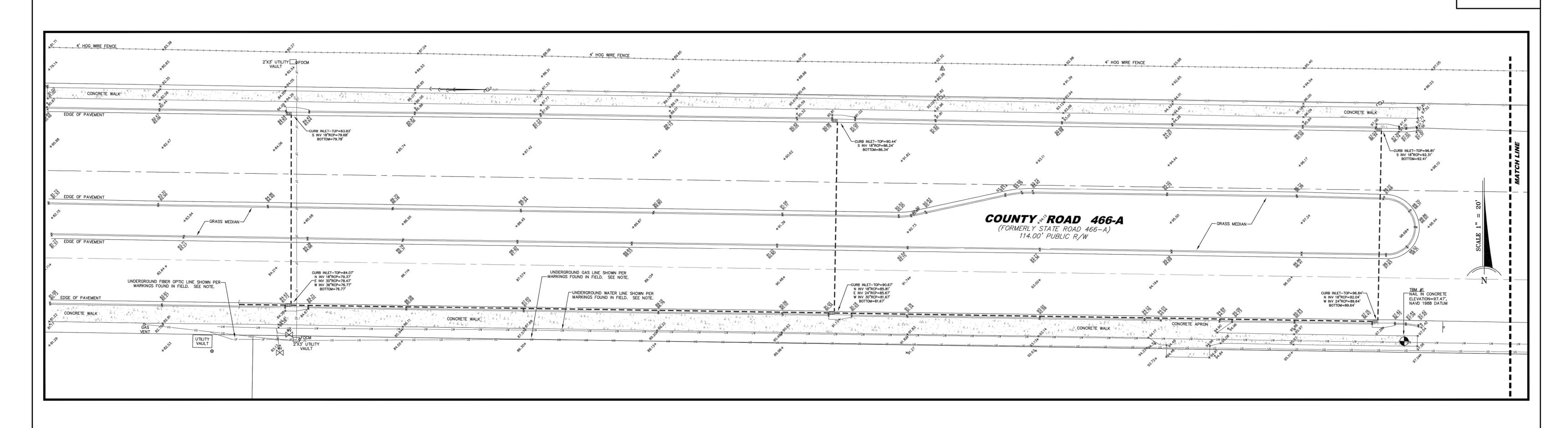
- First Baptist Church of Leesburg, Inc.
- Presbyterian Retirement Communities, Inc.
- Old Republic National Title Insurance Company
- Williams, Smith & Summers, P.A.

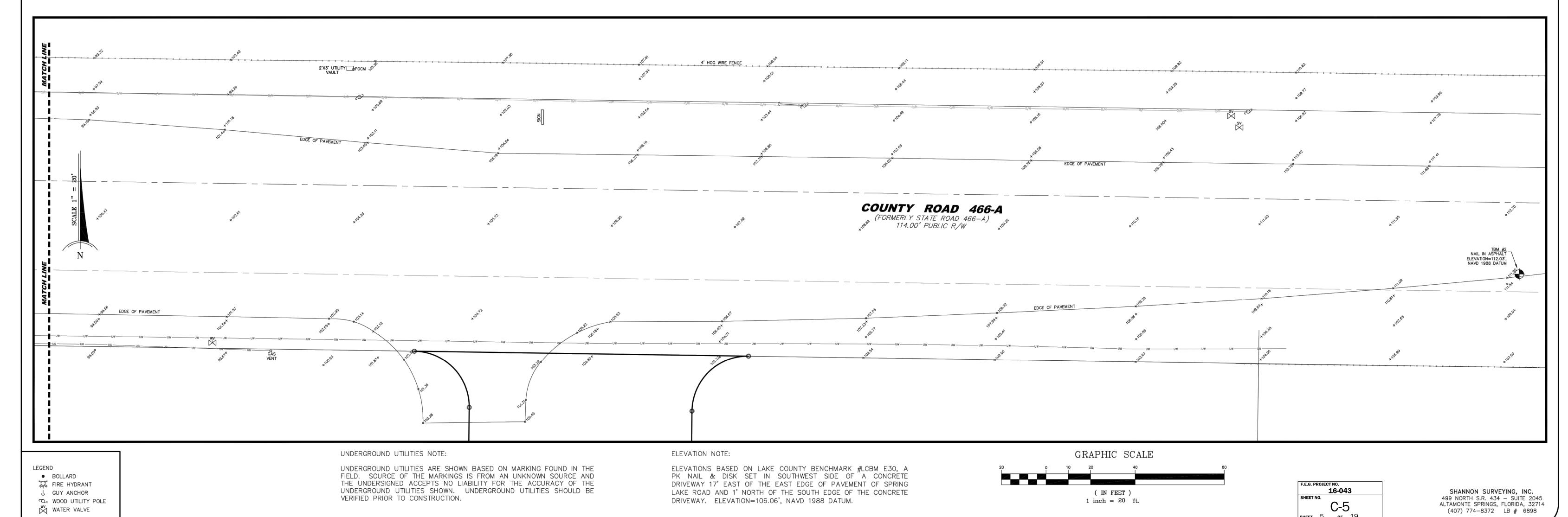
Mateer & Harbert, P.A.

REVISED 11/30/2017 ADD LEGAL DESCRIPTION REVISED 12/18/2017 ADD ORB 4512, PG 1511 REVISED 01/03/2018 ADD CERTS

> SHANNON SURVEYING, INC. 499 NORTH S.R. 434 - SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774-8372 LB # 6898

JAMES R. SHANNON JR., P.L.S. #4671 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER DATE OF SURVEY: 04/18/2017 FIELD BY: <u>DS</u> ____ SCALE: <u>1" = 160'</u> FILE NUMBER: 05-19-24 FRUITLAND-BNDY





LAKE ROAD AND 1' NORTH OF THE SOUTH EDGE OF THE CONCRETE

DRIVEWAY. ELEVATION=106.06', NAVD 1988 DATUM.

(IN FEET)

1 inch = 20 ft.

J GUY ANCHOR

 WOOD UTILITY POLE ₩ WATER VALVE

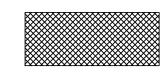
DEMOLITION NOTES

- 1. THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF EXISTING UTILITIES & OTHER FEATURES ARE SHOWN ON THE PLANS ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PLAN PREPARATION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF ALL EXISTING UTILITIES & OTHER FEATURES AFFECTING THE WORK PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY FEG OF ANY DISCREPANCIES WHICH MAY AFFECT THE PROPOSED WORK.
- 2. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE EXCAVATION.
- 3. THE CONTRACTOR SHALL, PRIOR TO INITIATION OF ANY SITE CLEARING OR OTHER CONSTRUCTION ACTIVITIES, INSTALL SILT SCREENS DOWNSTREAM OF ALL AREAS WHICH HAVE POTENTIAL OF EROSION OR SEDIMENT TRANSPORT OFFSITE OR TO WATER BODIES. THE CONTRACTOR SHALL IMPLEMENT OTHER STRUCTURAL EROSION CONTROL MEASURES IF REQUIRED TO PREVENT SEDIMENT TRANSPORT TO OFF—SITE AREAS & WATER BODIES.
- 4. ALL TRASH, DEBRIS, & OTHER MATERIAL REMOVED FROM THE SITE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
- 5. ANY EXCAVATED TRENCHES ARE TO BE BACKFILLED WITH CLEAN SAND COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE (AASHTO T-180). REFER TO GEOTECHNICAL REPORT FOR SPECIFIC COMPACTION REQUIREMENTS UNDER BUILDING & OTHER STRUCTURES.
- 6. ALL EXISTING CONCRETE TO BE REMOVED SHALL BE SAWCUT & REMOVED @ THE FIRST AVAILABLE GOOD JOINT & REPLACED TO MATCH EXISTING.
- 7. THE CONTRACTOR SHALL CONTACT THE GAS UTILITY FOR LOCATION BEFORE EXCAVATION. CHAPTER 17-153 F.S. REQUIRES THAT AN EXCAVATOR NOTIFIES ALL GAS UTILITIES AT LEAST TWO DAYS PRIOR TO EXCAVATING. ALSO CALL 1-800-432-4770 FOR SUNSHINE LOCATES. F.S. 556.101 THROUGH 111.
- 8. CONTRACTOR TO PROVIDE TREE PROTECTION AS REQUIRED BY THE LOCAL JURISDICTION.

DEMOLITION KEYNOTES

- D1. F.D.O.T. TYPE "III" SILT FENCE EROSION CONTROL BARRIER PER INDEX No. 102, TYPICAL.
- D2. REMOVE ASPHALT ENTRANCE
- D3. REMOVE EXISTING ROADWAY STRIPING WITHIN SHOWN BOUNDARY
- D4. REMOVE EXISTING "MERGE" AND ARROW PAVEMENT STRIPING
- D5. REMOVE 5' OF CONCRETE CURB

DEMOLITION LEGEND



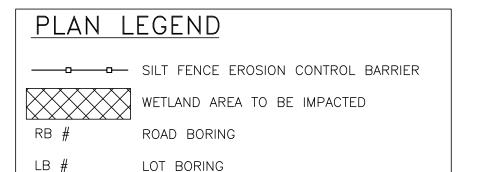
REMOVE EXISTING ASPHALT PAVEMENT, BASE, CURBING & SIDEWALK.



REMOVE EXISTING STRIPING

EROSION CONTROL SITE DESCRIPTION NOTES:

- 1. THE PROPOSED CONSTRUCTION ACTIVITY WILL ENTAIL THE CLEARING & GRUBBING OF A $4.0\pm$ ACRES SITE LOCATED AT MILLER BLVD (C.R.466A), CITY OF FRUITLAND PARK, TO BUILD THE ROADWAY ENTRANCE WITH ITS ASSOCIATED DRAINAGE & UTILITIES.
- 2. THE SEQUENCE OF SOILS DISTURBANCE ACTIVITY IS AS FOLLOWS:
- A. INSTALL SILT FENCE AS SHOWN ON THE PLANS & PROVIDE TREE PROTECTION ON SITE, IF APPLICABLE.
- B. CLEAR & GRUB THE AREA TO BE DISTURBED.
- C. PLACE FILL ON-SITE TO BRING THE SITE UP TO THE PROPOSED GRADES.
- D. BEGIN COMPACTION / STABILIZATION PROCESS.
- 3. THE TOTAL PROJECT SITE AREA IS $4.27\pm$ ACRES & THE AREA TO BE DISTURBED IS $4.27\pm$ ACRES.
- 4. THE EXISTING SOILS ARE: SPARR SAND, 0 TO 5 PERCENT SLOPES; APOPKA SAND, 0 TO 5 PERCENT SLOPES; APOPKA SAND, 5 TO 12 PERCENT SLOPES; CANDLER SAND, 0 TO 5 PERCENT SLOPES; AND CANDLER SAND, 5 TO 12 PERCENT SLOPES. THE QUALITY OF THE STORMWATER DISCHARGE IS CONSISTENT W/ THE RUNOFF GENERATED BY A ROADWAY
- 5. THE TOTAL DRAINAGE AREA FOR THE PROJECT IS APPROXIMATELY 4.27 ACRES.
- 6. THE LATITUDE & LONGITUDE FOR THE DISCHARGE POINTS IS LAT: 28°51'32" LONG: 81°55'59.5". THE RECEIVING WATER BODY IS THE MASTER WET DETENTION PONDS SYSTEM DESIGNED TO RECEIVE STORMWATER RUN-OFF FROM THE SITE. THE MASTER PONDS DISCHARGE IS LANDLOCKED.
- 7. WASTE DISPOSAL SHALL BE IMPLEMENTED IN ACCORDANCE WITH LOCAL, STATE & FEDERAL REGULATIONS. ALL TRUCKS EXITING THE SITE WILL BE HOSED, ITS LOAD COVERED and THE COVER PROPERLY SECURED. THE STORAGE, APPLICATION, GENERATION & MIGRATION OF ALL FERTILIZERS, HERBICIDES, PESTICIDES & TOXIC MATERIAL SHALL BE IN ACCORDANCE W/ LOCAL, STATE & FEDERAL REGULATIONS.
- 8. CONTRACTOR SHALL IDENTIFY THE INDIVIDUAL(S) RESPONSIBLE FOR THE WEEKLY & REQUIRED INSPECTIONS. A REPORTING SYSTEM ENTAILING THE ITEMS TO BE INSPECTED & THEIR CONDITION SHOULD BE DOCUMENTED & PLACED IN A DEDICATED FILING SYSTEM THAT WILL REMAIN ON THE PROJECT SITE, ACCESSIBLE TO THE CONSTRUCTION TEAM & TO THE F.D.E.P. INSPECTORS.
- 9. INSPECTIONS: CONSTRUCTION SITE WILL BE INSPECTED FOR EROSION PROBLEMS DAILY AND AFTER AFTER EACH RAINFALL GREATER THAN 0.5 INCH. A RAIN GAUGE WILL BE ON SITE TO MEASURE THE RAINFALL AMOUNT.



WESTM
ROADWAY AN
CONS
O7/17/2018 REVISED PER BESH COMMENTS 07/11/2018
DATE REVISIONS
BY CHECKED
CITY OF FRU

TOPICATION 16-043

CALE

1" = 60'

ATE

AUGUST 2017

HEET 6 OF 19

FLORIDA STREINE GROUP IN CERTIFICATION OF THE PROPERTY OF T

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ELECTRONICALLY SIGNED AND
SEALED BY (ENGINEER), P.E. ON
(DATE) USING A SHA-1
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LPERP EASEMENT

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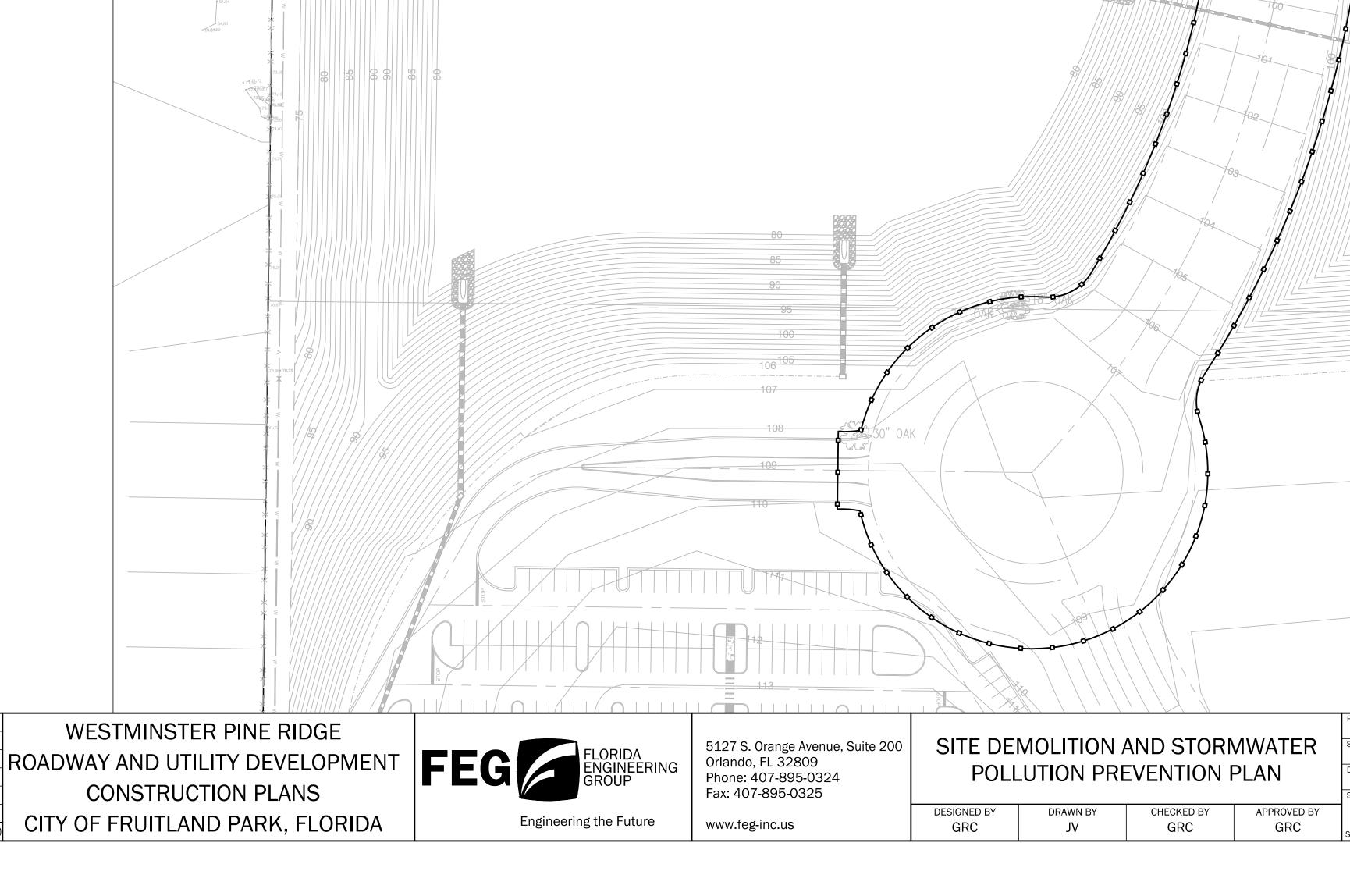
LAURAL

14" LAURAL

OAK CLUSTER

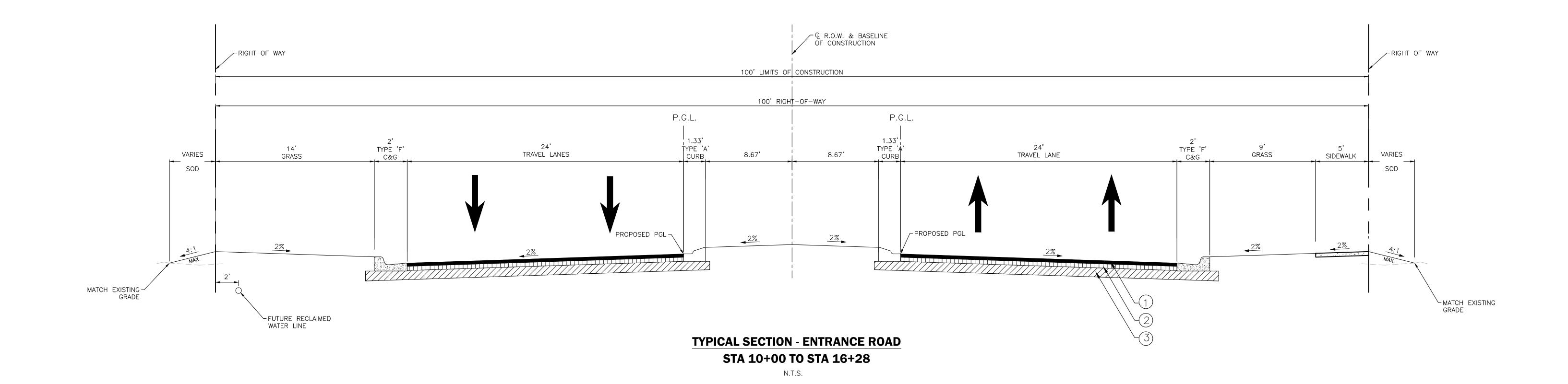
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16-043_DemolitionPlan.dwg



CR 466A (MILLER BOULEVARD)

2 8 8 8



- 1 2 1/2" TYPE SP 12.5 ASPHALTIC CONCRETE COMPACTED TO AN AVERAGE FIELD DENSITY OF 93% OF THE LABORATORY MAX. DENSITY
- 8" LIMEROCK BASE COMPACTED TO A MIN. DENSITY OF 98% OF THE MODIFIED PROCTOR MAX. DRY DENSITY (LBR 100 MIN.)
- (3) 12" STABILIZED SUBGRADE COMPACTED TO A MIN. DENSITY OF 98% OF THE MODIFIED PROCTOR MAX. DRY DENSITY (ASTM D1157) UNDER LIMEROCK - THE UPPER 6" TO BE STABILIZED TO A MIN, LBR OF 40.

16-043

N.T.S.

AUGUST 2017

SHEET 7 OF 19

				RC
				1 ()
07/17/2018	REVISED PER BESH COMMENTS 07/11/2018	JV	GRC	
DATE	REVISIONS	BY	CHECKED	

WESTMINSTER PINE RIDGE ROADWAY AND UTILITY DEVELOPMENT FLORIDA ENGINEERING GROUP CONSTRUCTION PLANS 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

GRC

٦	TYPICAL RO	AD SECTION	1
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY

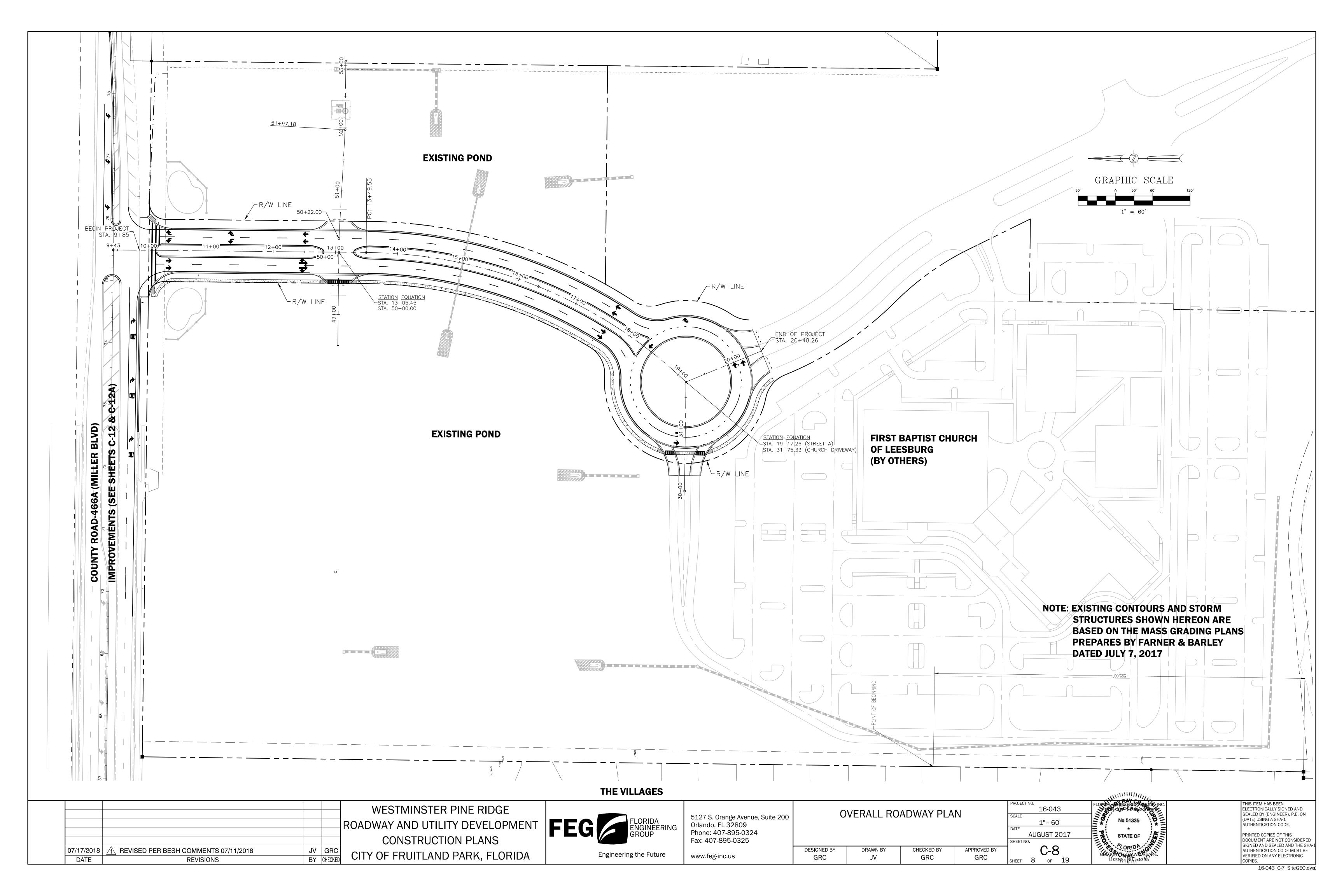
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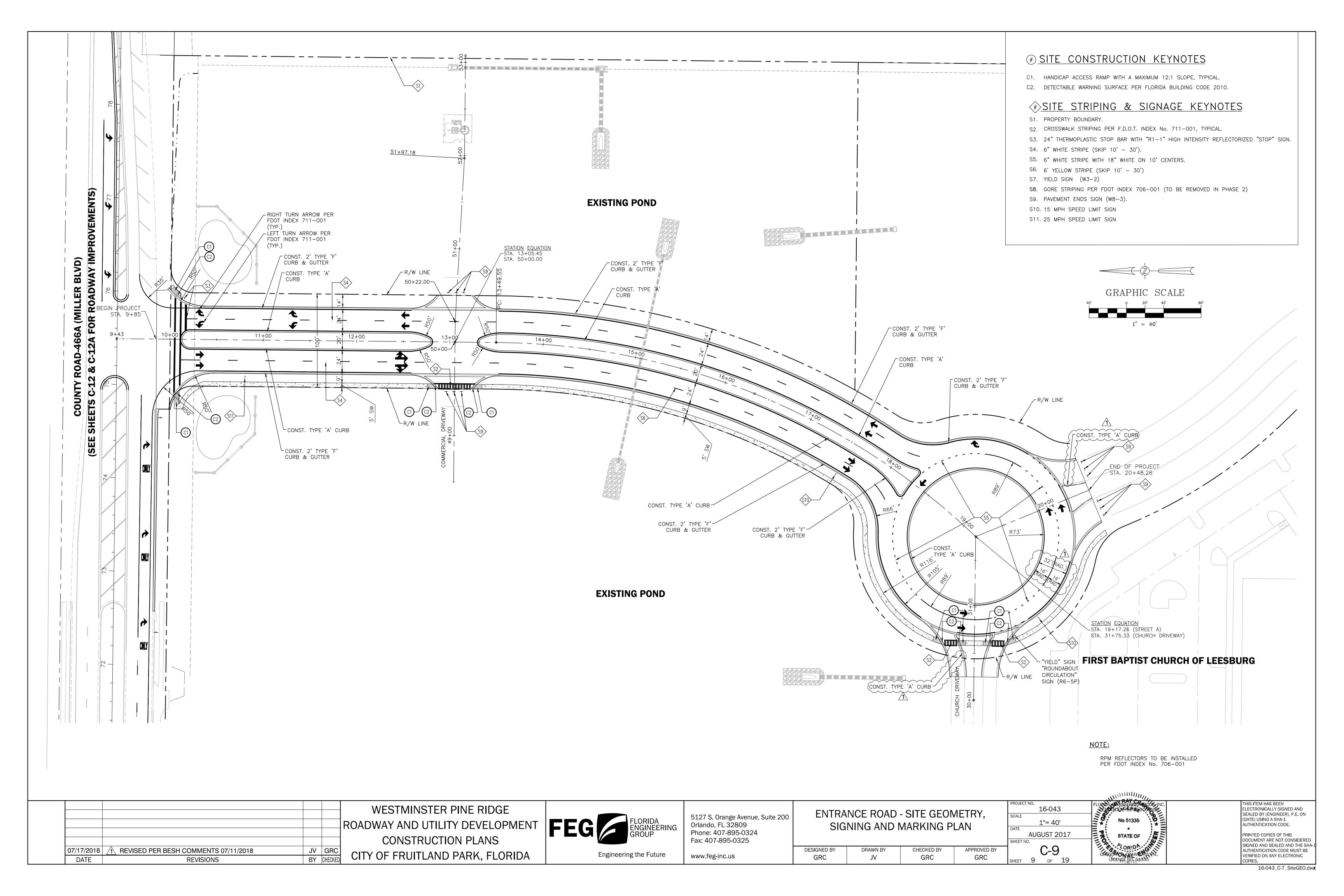
GRC

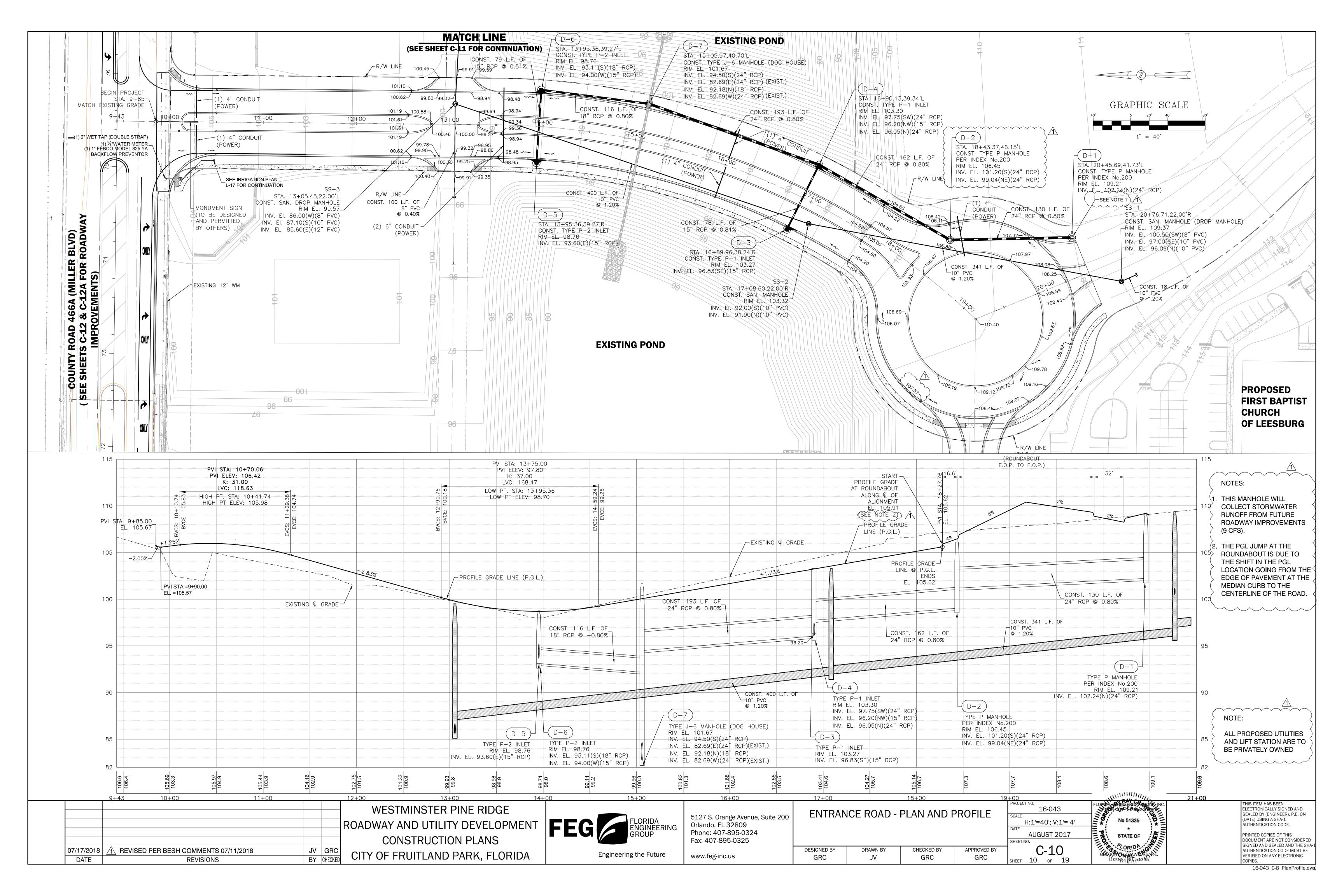
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FLORUA SERV	PROJUETANO	ROUP, INC. 000598
* *	No 51335	8
7	* STATE OF	E
TO THE	CORIDA	CHILL
G RÆ G L	OWONCRAWIE ICENSE NO. 513	RD (P.È. 135

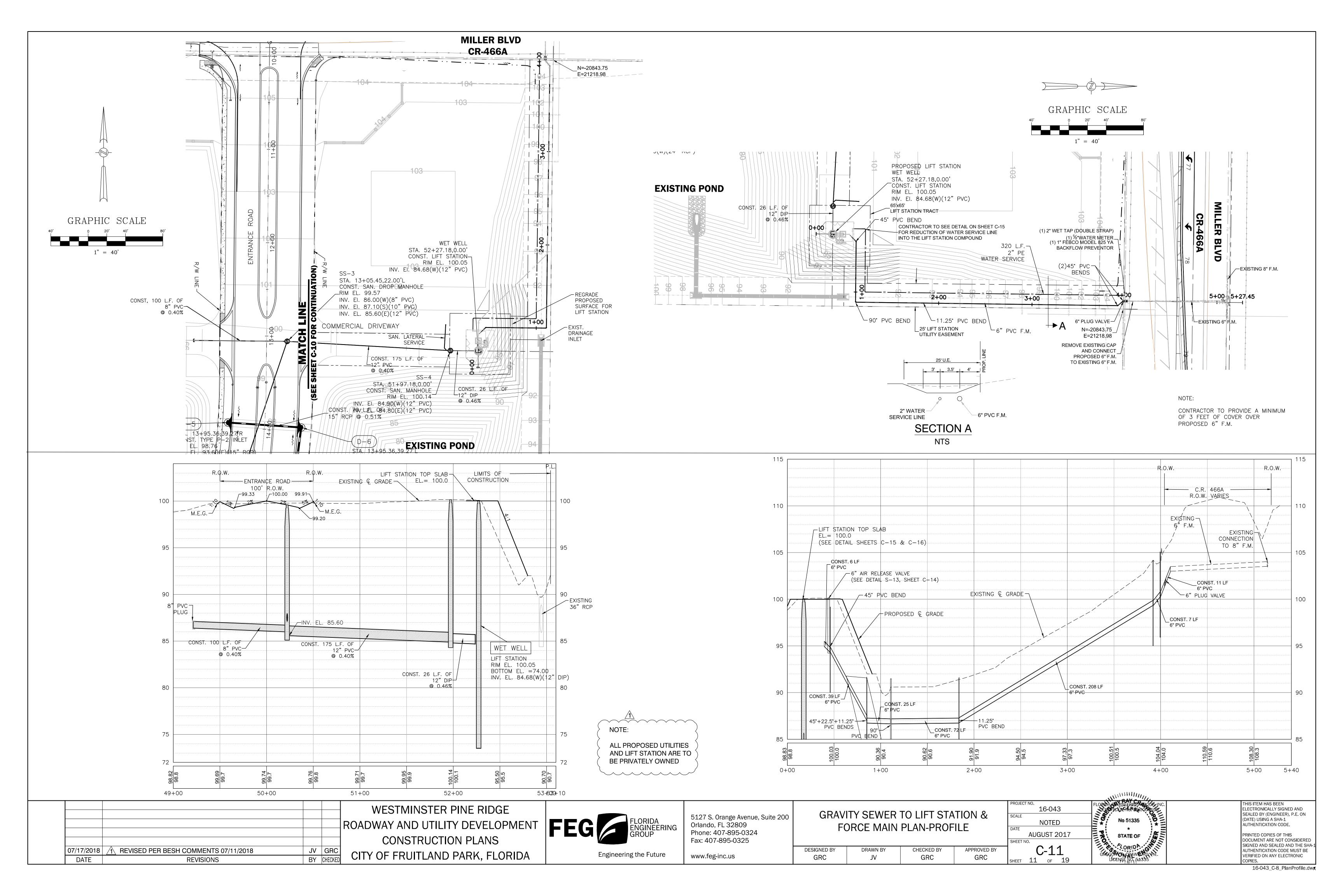
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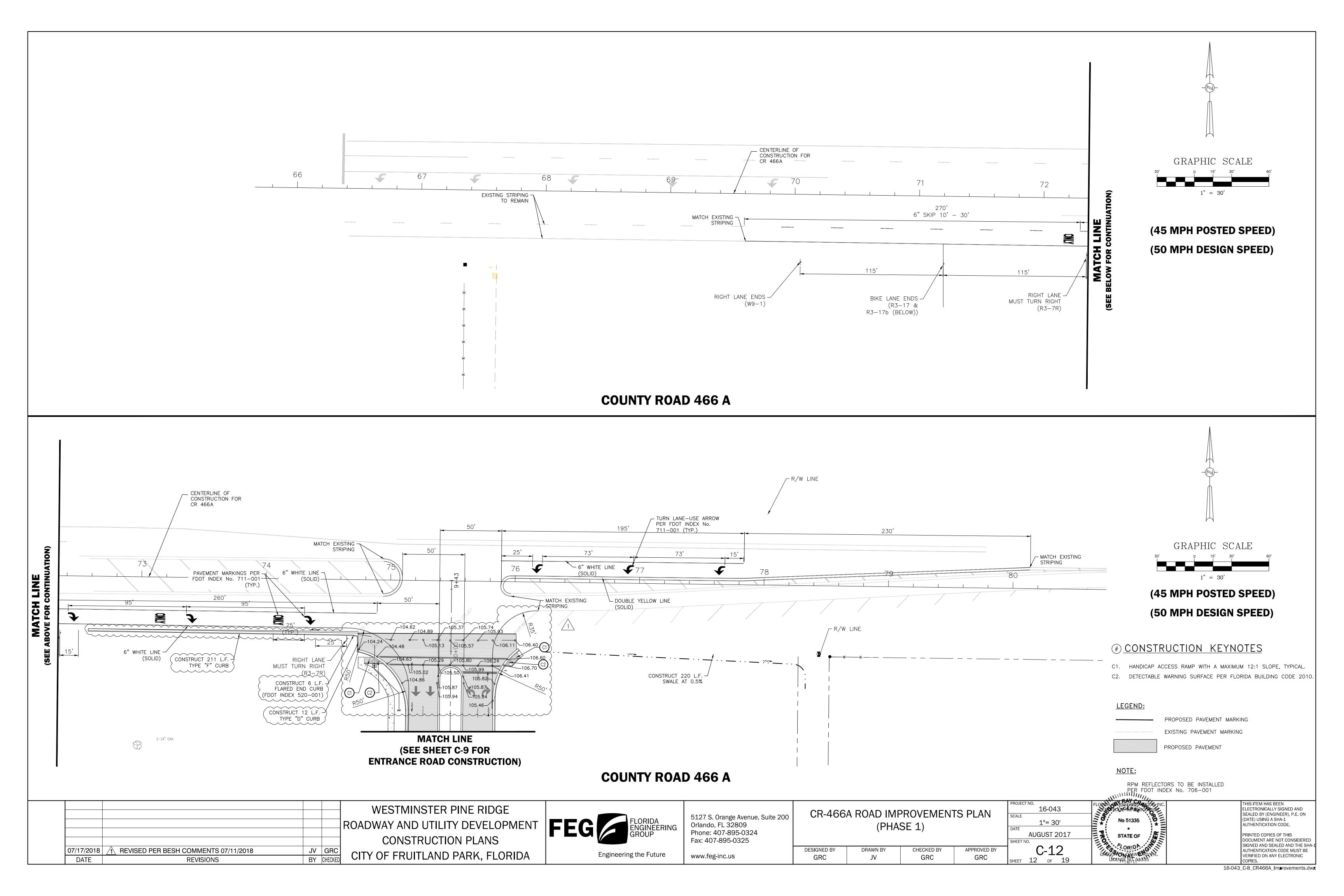
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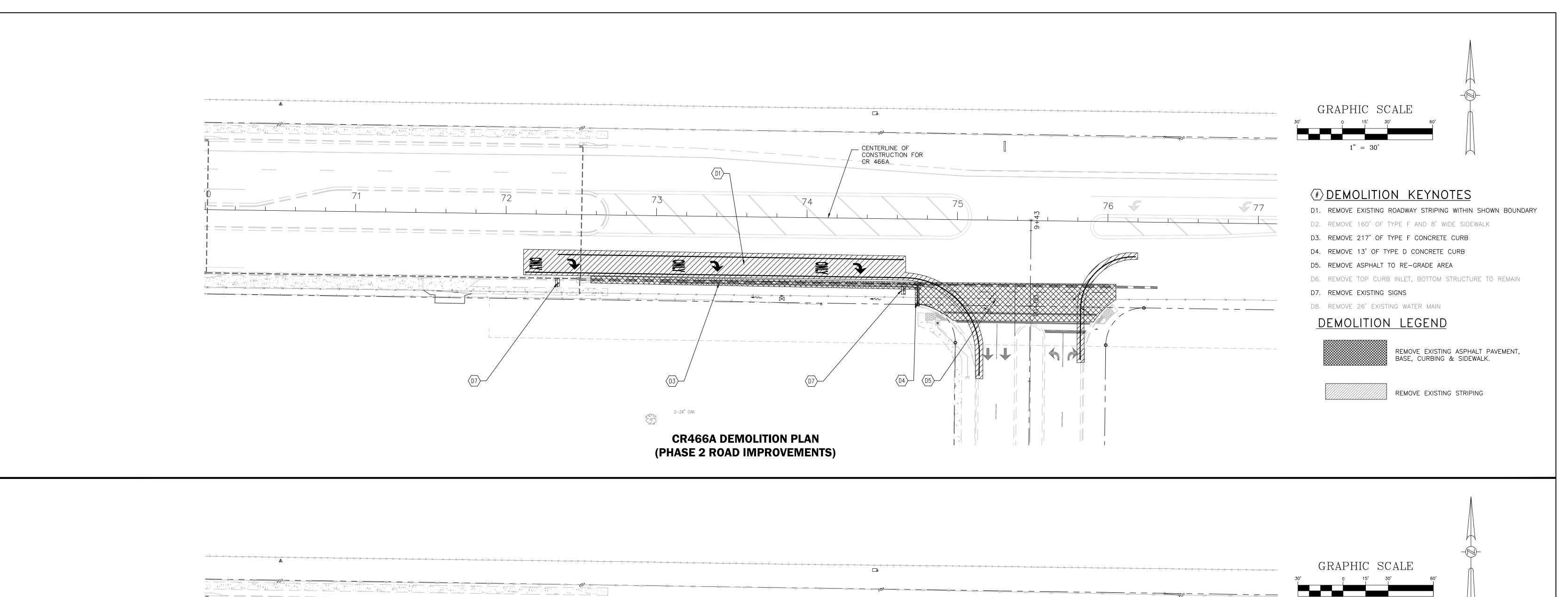


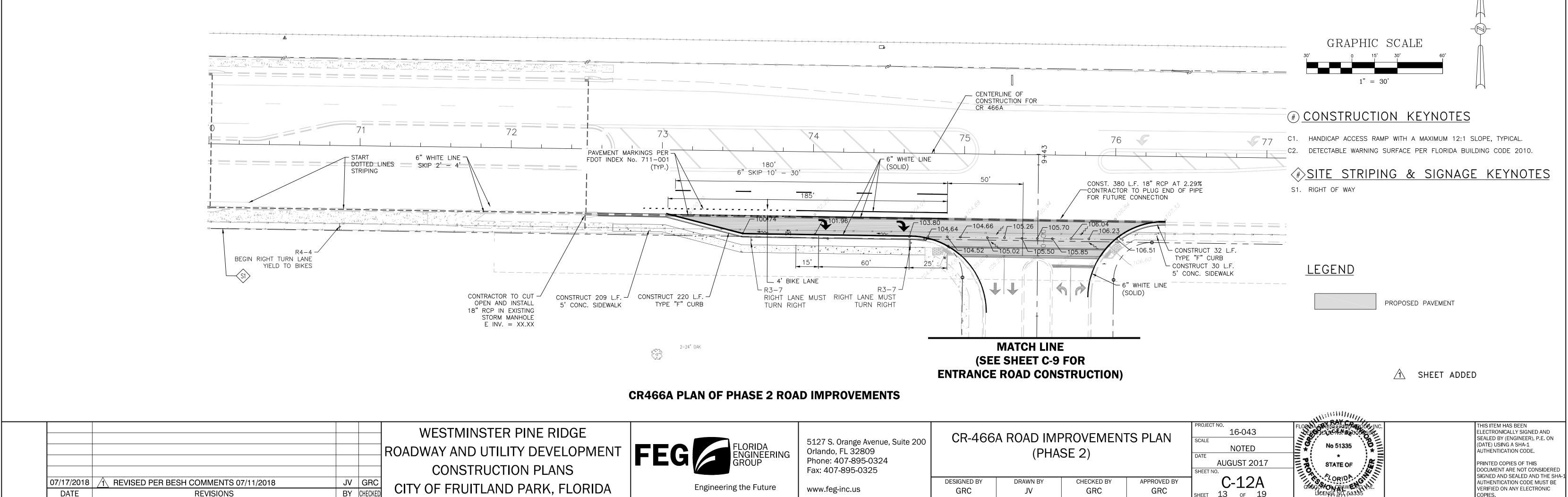






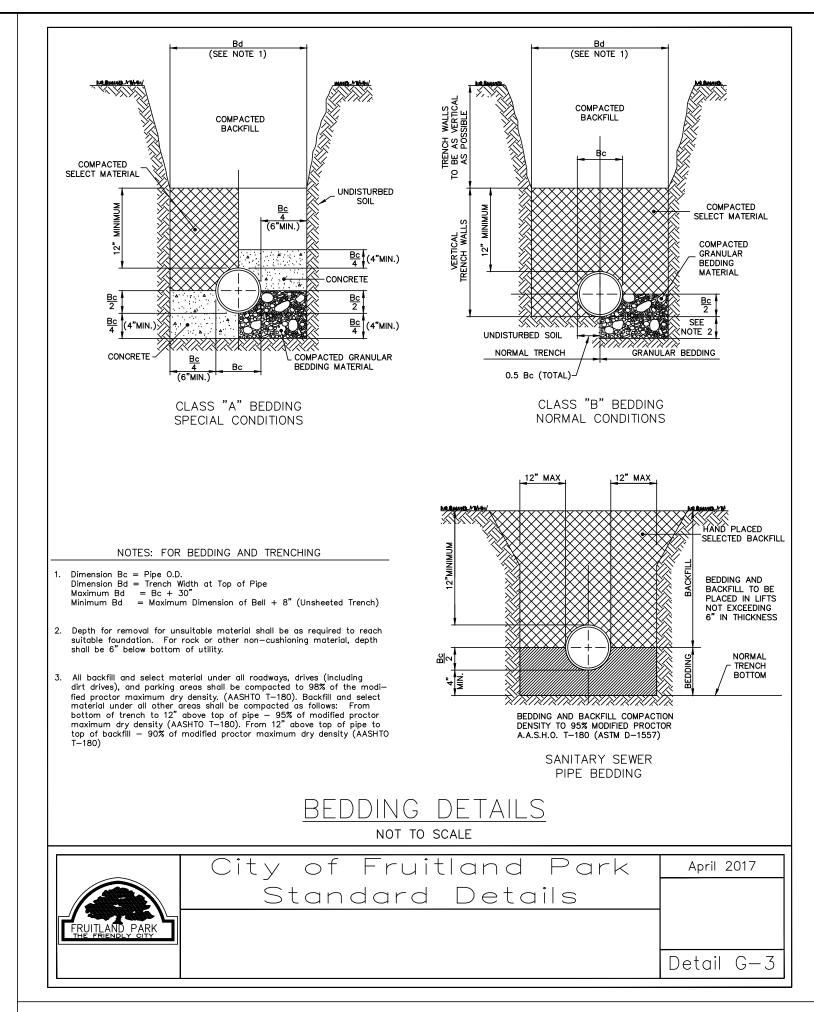


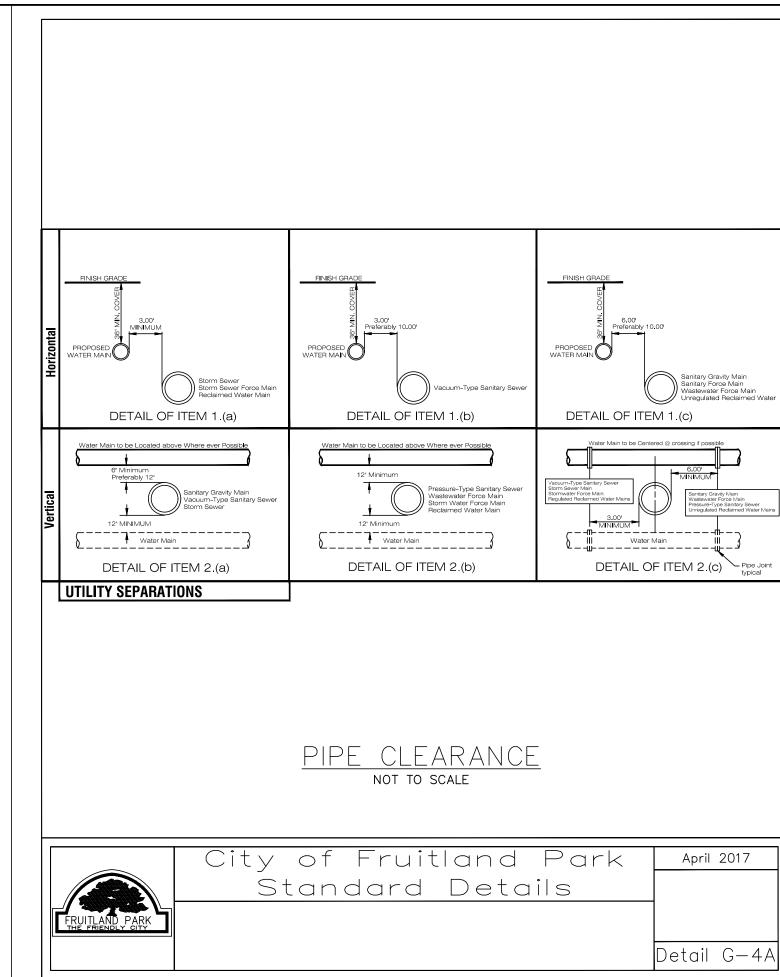


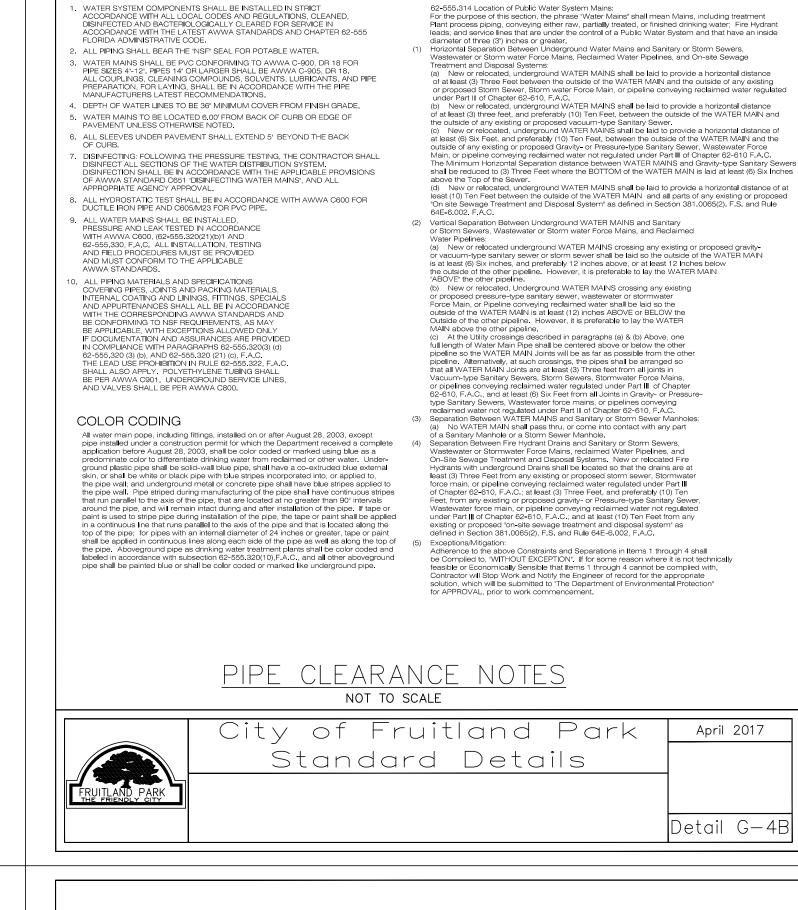


DATE

REVISIONS

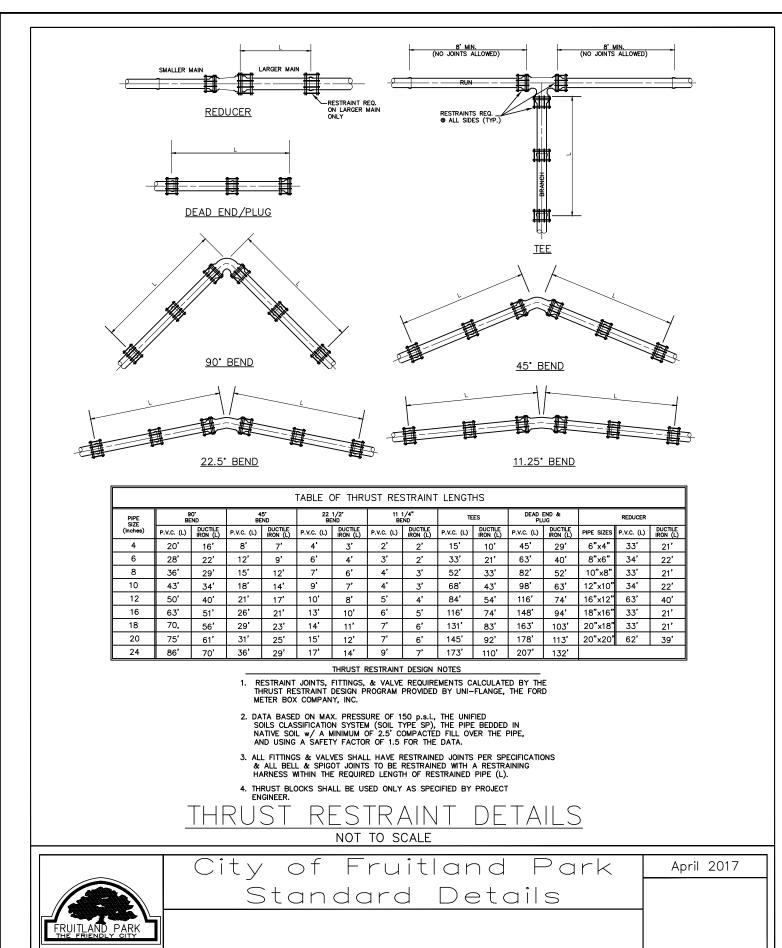


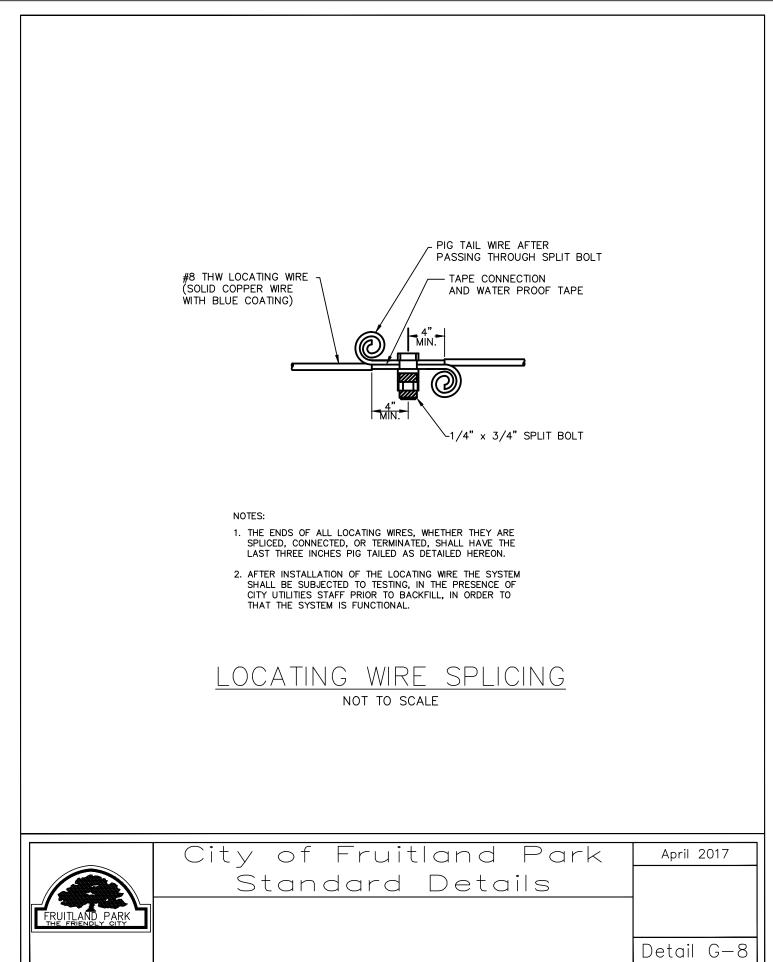


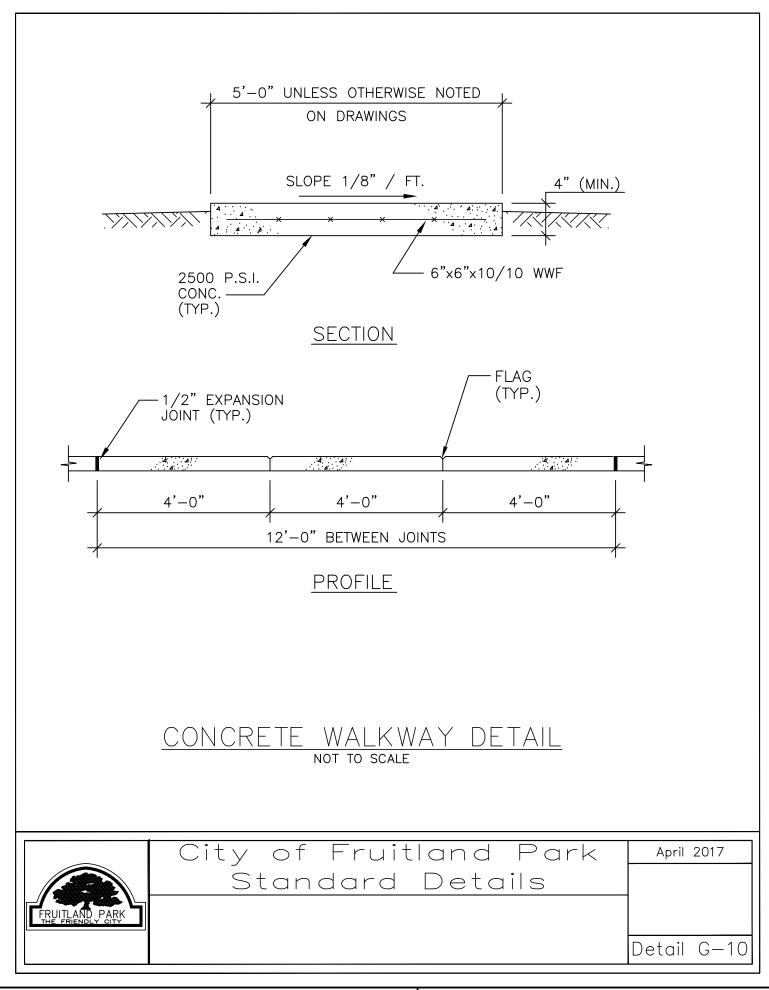


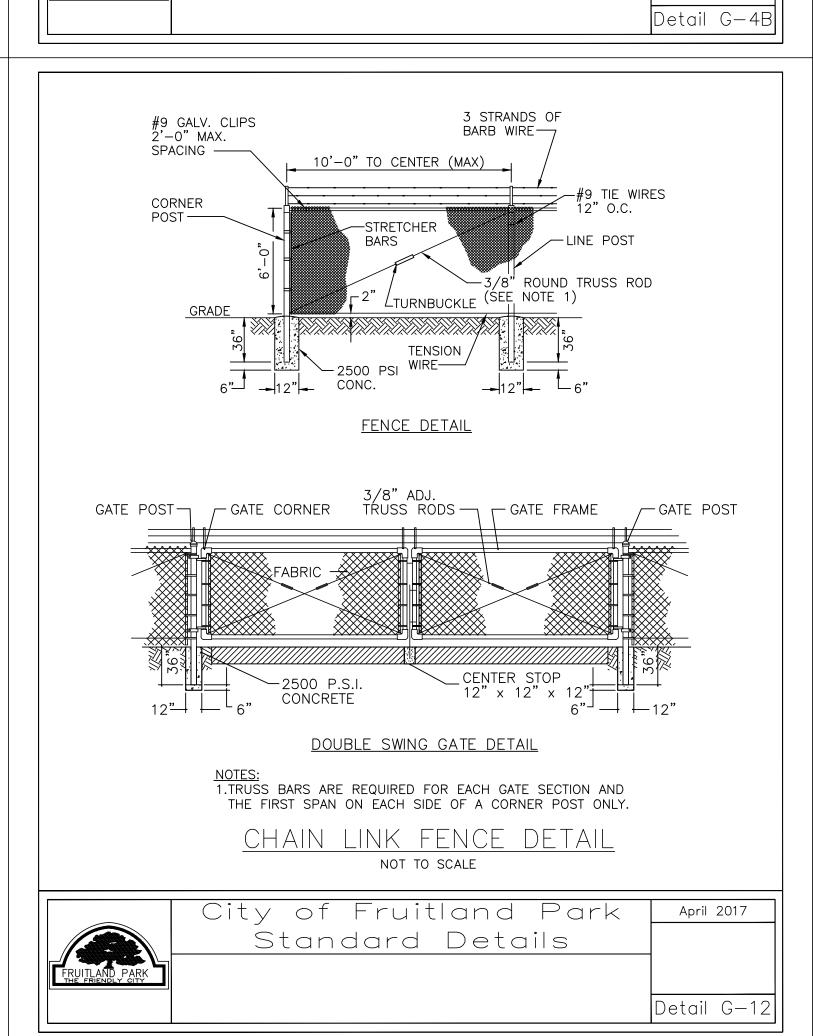
Utility Construction Notes (DEP)

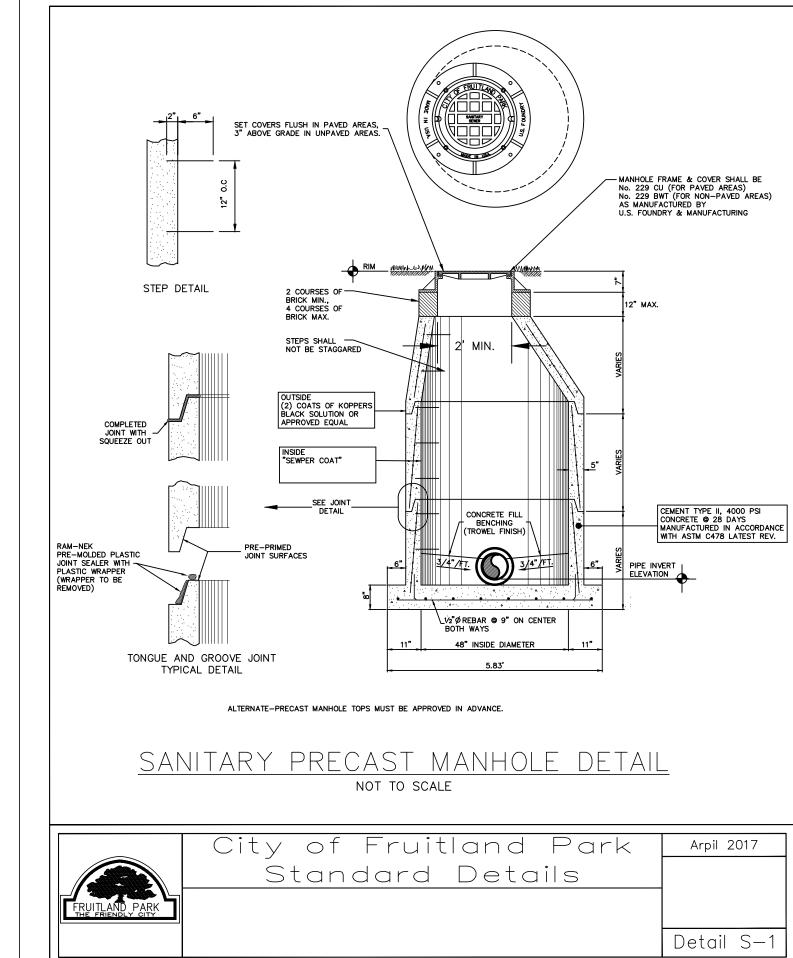
General Water Notes

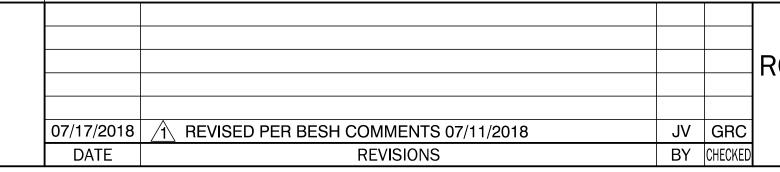












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ROADWAY AND UTILITY DEVELOPMENT
CONSTRUCTION PLANS
CITY OF FRUITLAND PARK, FLORIDA

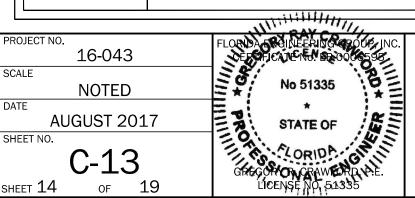


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STANDARD DETAILS (1 OF 2)

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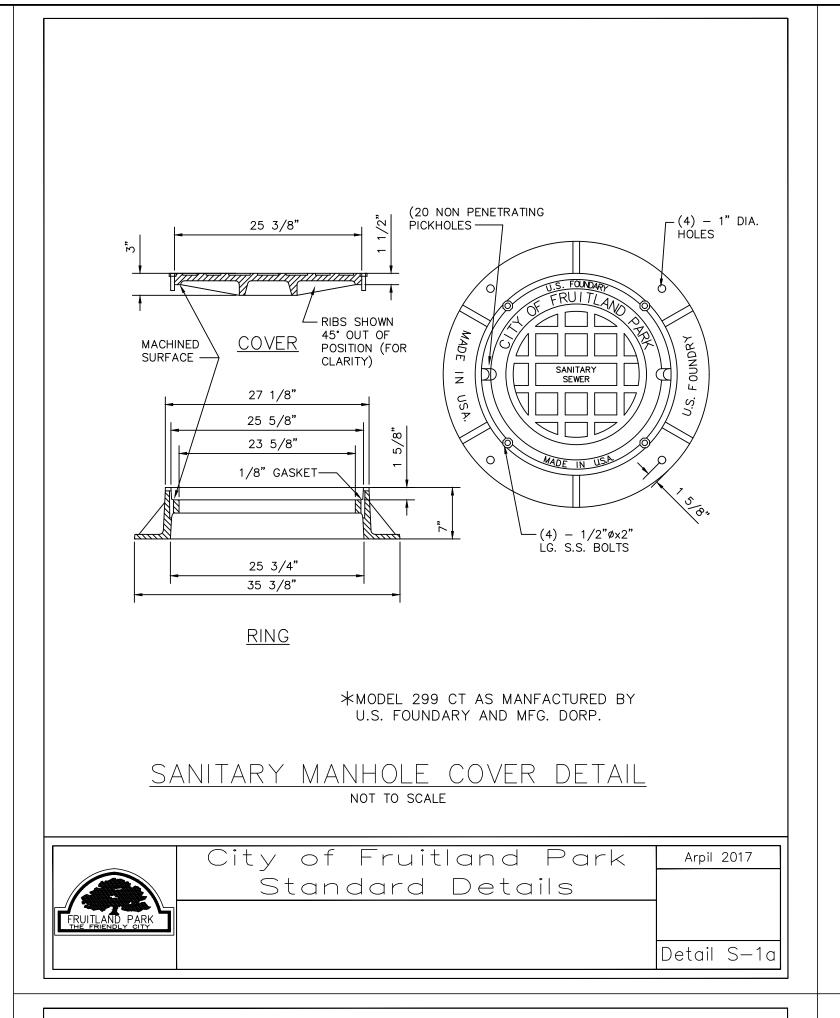


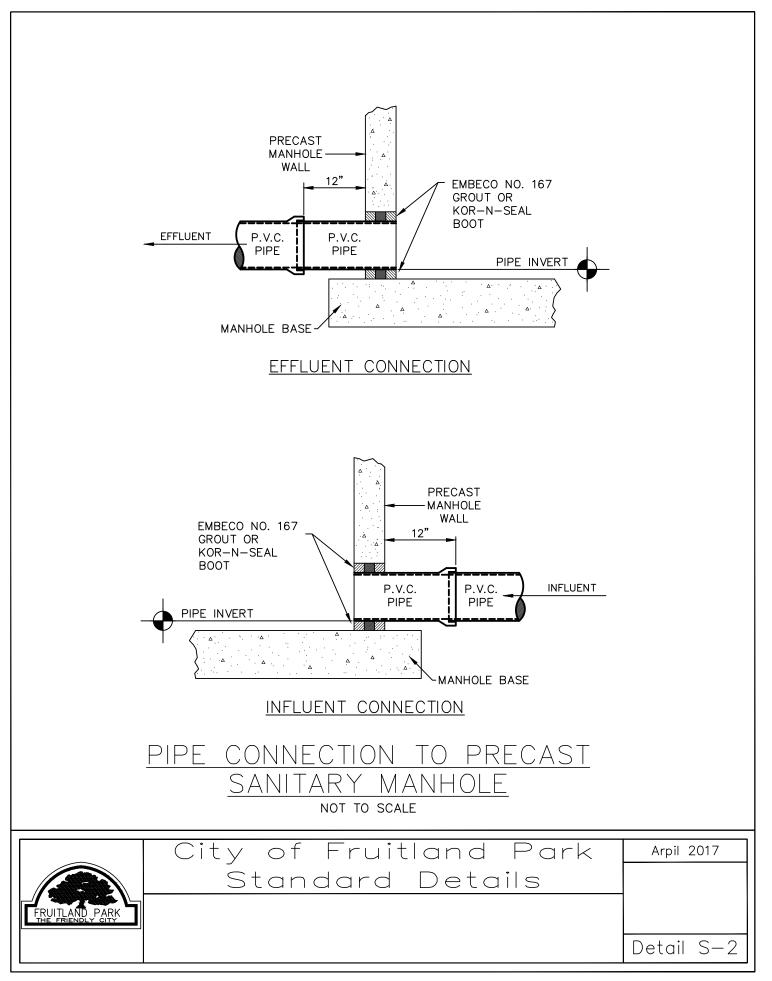
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(DATE) USING A SHA-1
AUTHENTICATION CODE.

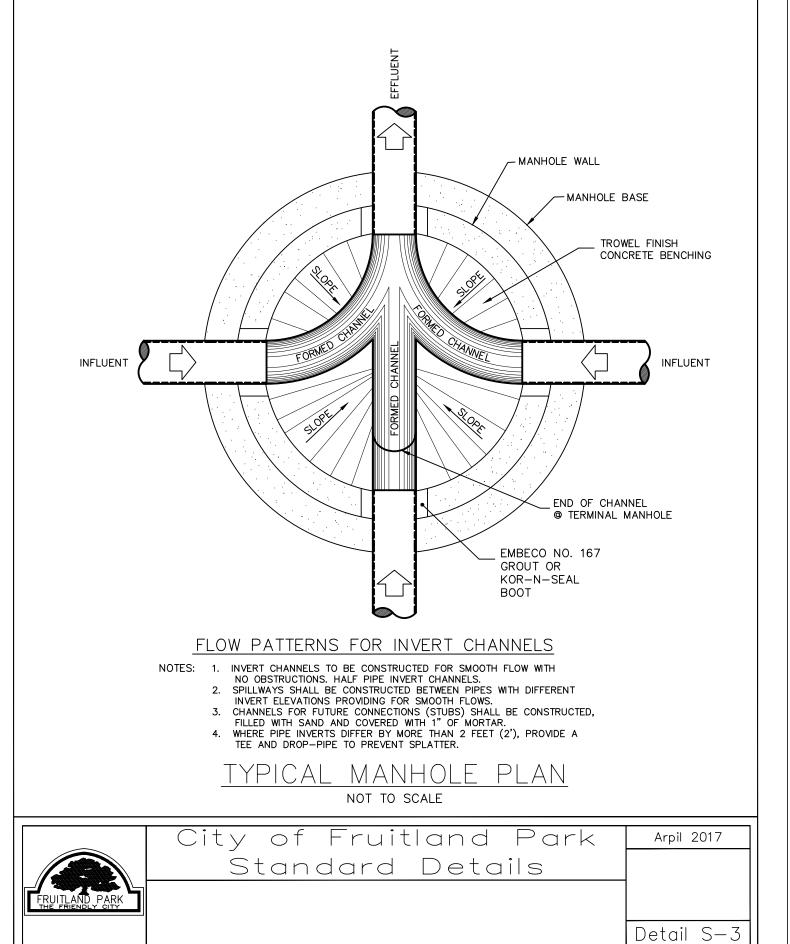
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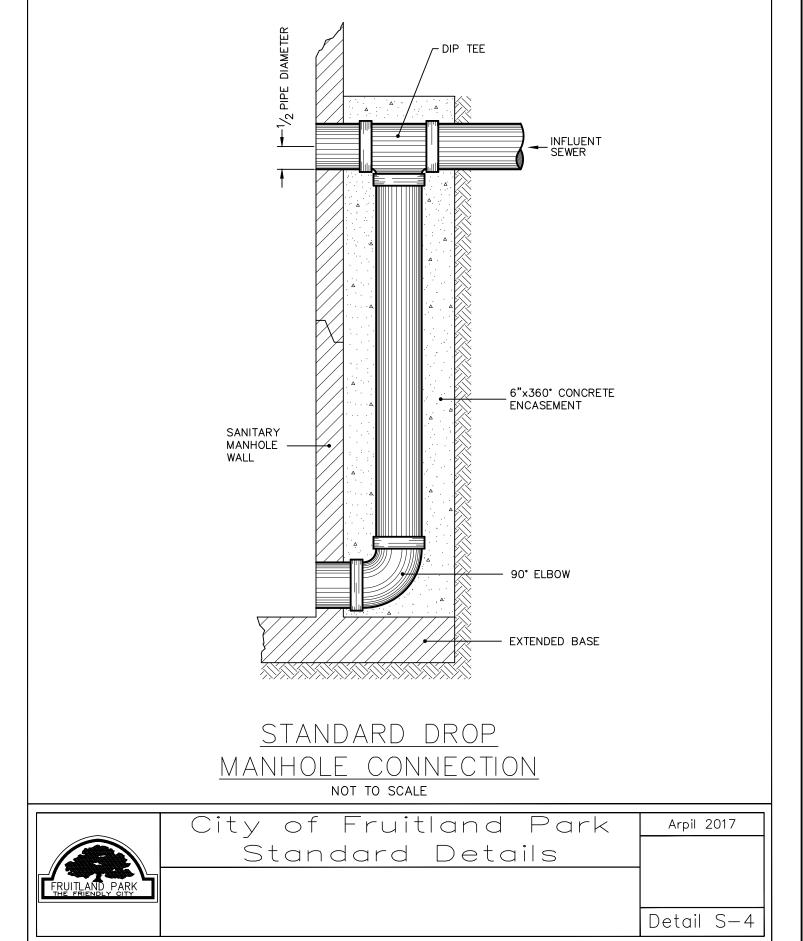
Detail G-6

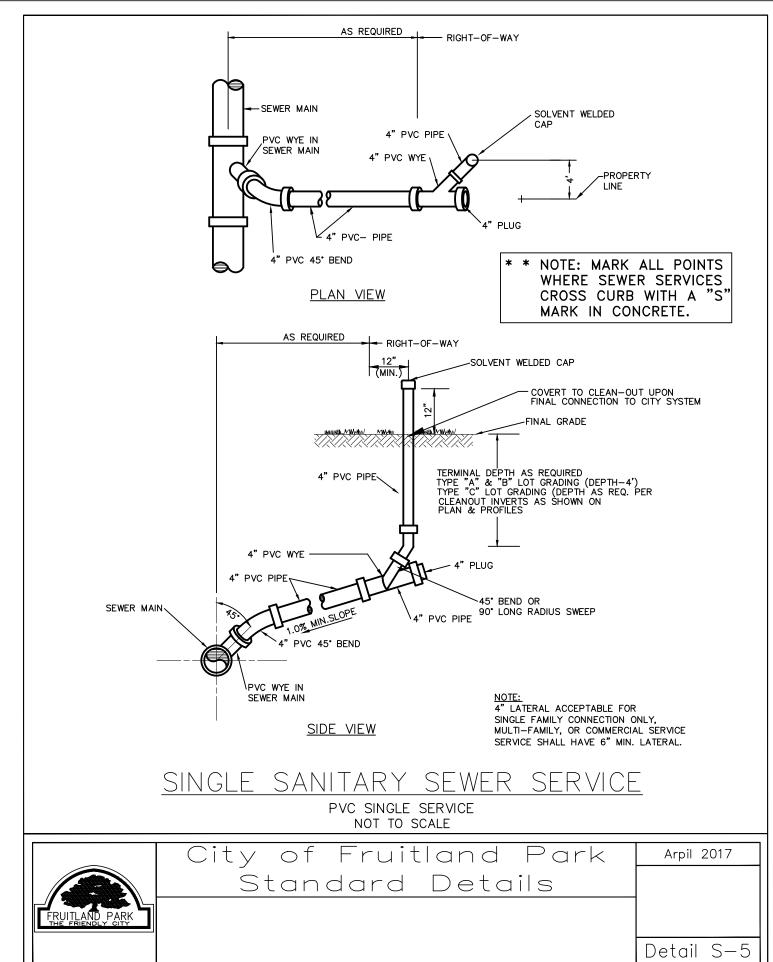
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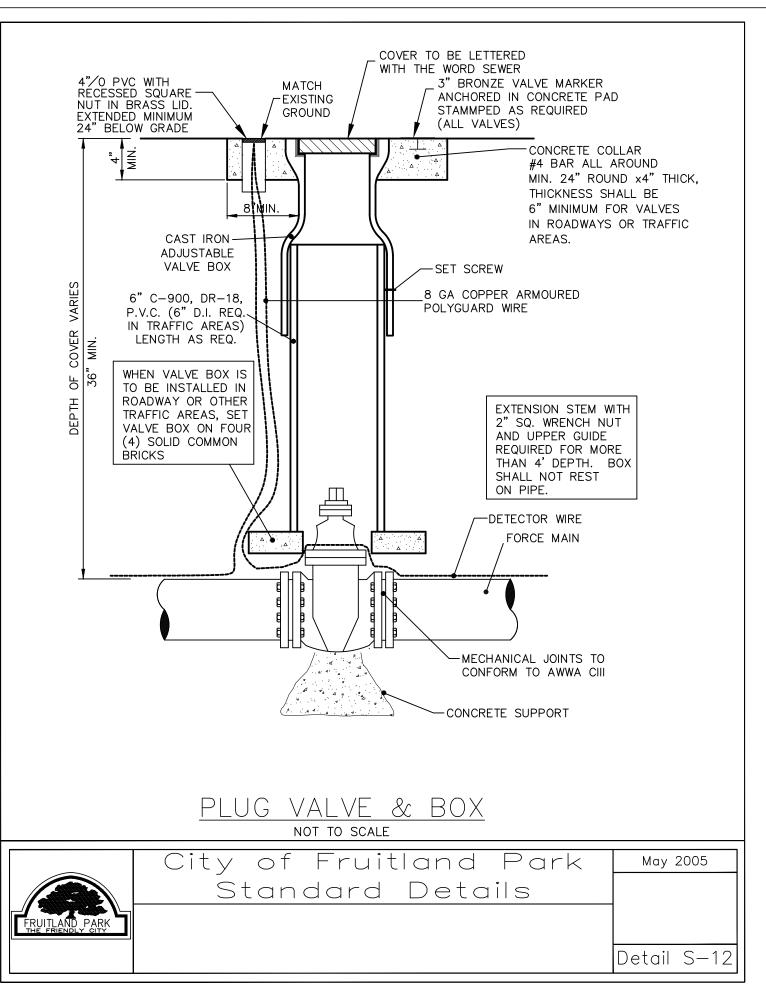


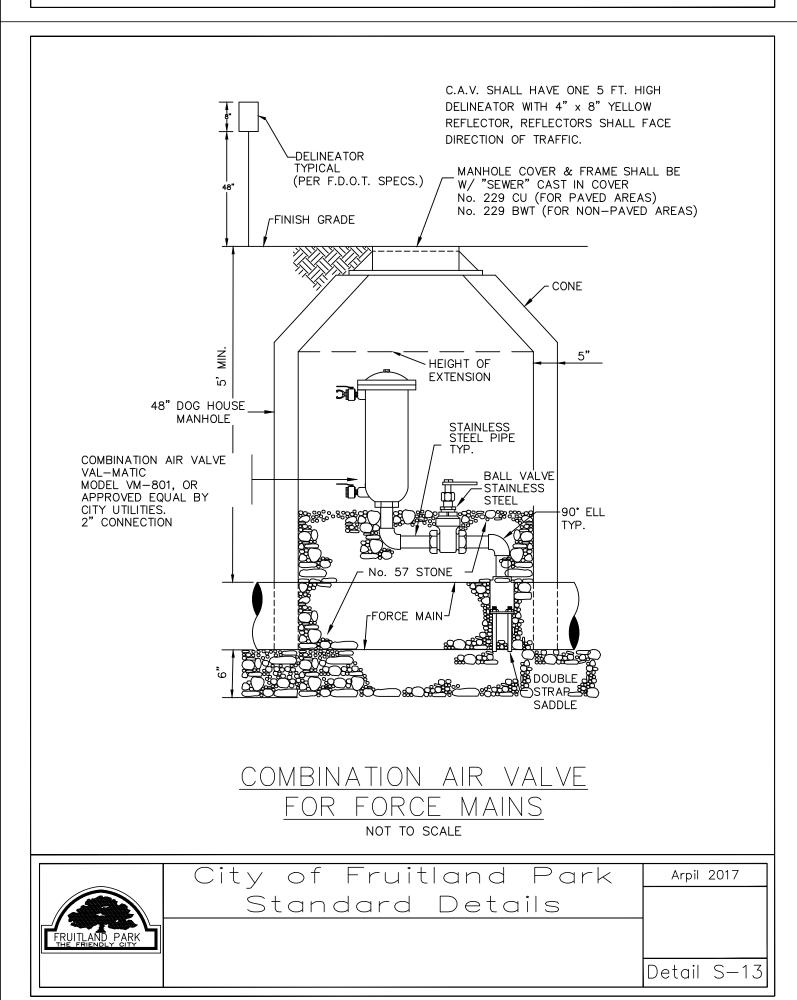




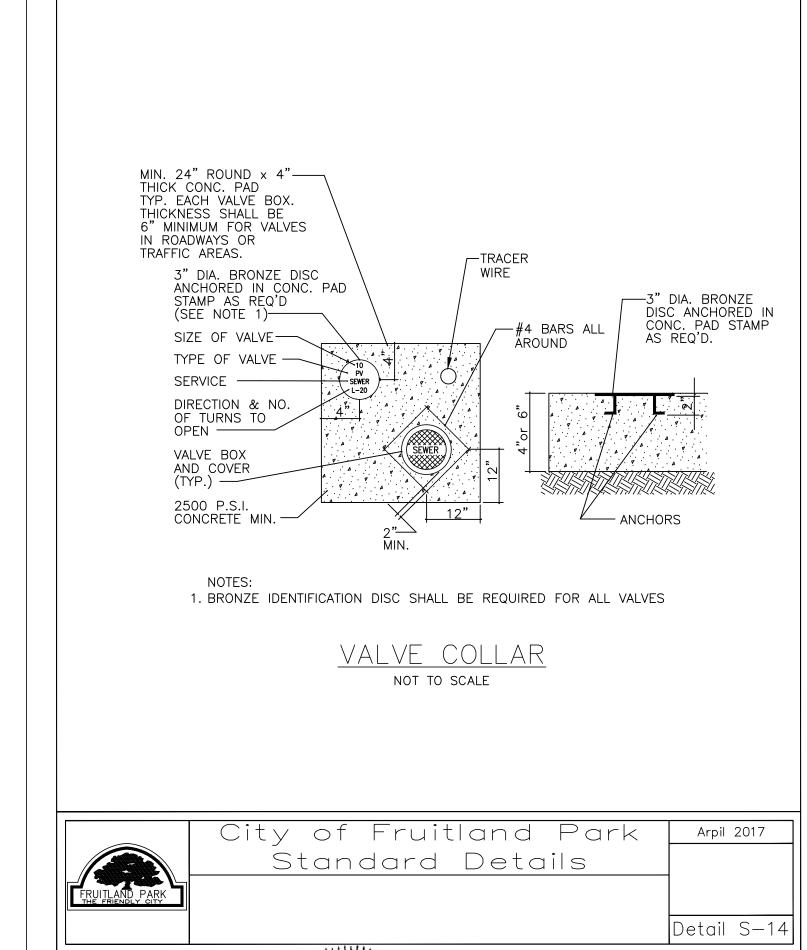


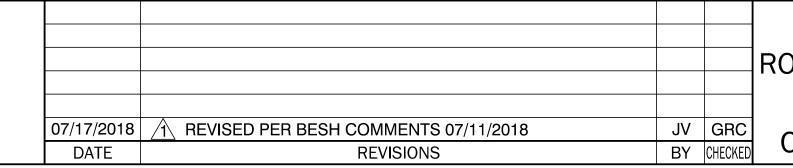






DESIGNED BY





WESTMINSTER PINE RIDGE
ROADWAY AND UTILITY DEVELOPMENT
CONSTRUCTION PLANS
CITY OF FRUITLAND PARK, FLORIDA



5127 S. Orange Avenue, Suite 200 Orlando, FL 32809 Phone: 407-895-0324 Fax: 407-895-0325

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STANDARD DETAILS (2 OF 2)

CHECKED BY

GRC

APPROVED BY

GRC

DRAWN BY

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DATE: Arpil 2017 DETAIL S-1



14"x5' GALV. STEEL PIPE

ISTRAP 1" ALUMINUM

PIPE TO POST w/

의 ISTAINLESS STEEL

TOP SLAB OF LIFT STATION

BANDING STRAP

/Iw/ END CAP

3/4" HOSE BIBB

- 1. PUMPS: SHALL BE HYDROMATIC SUBMERSIBLE PUMPS.PUMPS SHALL HAVE (2) 2" STAINLESS STEEL GUIDE RAILS PER PUMP AND A BPI FRONT DUPLEX SYSTEM.
- 2. LEVEL CONTROLS: SHALL BE IN ACCORDANCE WITH SECTION 8 OF THE CITY UTILITY MANUAL.
- 3. WET WELL ACCESS COVER: SHALL HAVE CLEAR OPENING OF 36"x84" AS MANUFACTURED BY HALLIDAY PRODUCTS OR APPROVED EQUAL. ACCESS FRAME AND COVER SHALL HAVE A 1/4" THICK ONE—PIECE, MILL FINISH, EXTRUDED ALUMINUM FRAME, INCORPORATING A CONTINUOUS CONCRETE ANCHOR. DOOR PANEL(S) SHALL BE 1/4" ALUMINUM DIAMOND PLATE, REINFORCED TO WITHSTAND A LIVE LOAD OF 300 psf. DOOR(S) SHALL OPEN TO 90° AND AUTOMATICALLY LOCK WITH STAINLESS STEEL HOLD OPEN ARMS WITH ALUMINUM RELEASE HANDLES. DOOR(S) SHALL CLOSE FLUSH WITH THE FRAME. UNIT SHALL LOCK WITH A NONCORROSIVE LOCKING BAR. FRAME SHALL SUPPORT GUIDE RAILS AND CABLE HOLDER FOR ELECTRICAL WIRING. ALL ACCESS FRAME, COVER, AND HARDWARE SHALL BE CONSTRUCTED OF STAINLESS STEEL. ALL SURFACES IN CONTACT WITH CONCRETE SHALL HAVE A SHOP COAT OF ZINC CHROMATIC PRIMER APPROVED ALKALI RESISTANT PAINT OR APPROVED PROTECTIVE COATING. DOUBLE DOOR ACCESS COVERS SHALL HAVE REMOVABLE CENTER BAR SUPPORT. COVER MUST BE COMPATIBLE WITH PUMP.
- 4. VALVE VAULT ACCESS COVER: SHALL HAVE CLEAR OPENING OF 36"x84" ACCESS AS MANUFACTURED BY HALLIDAY PRODUCTS OR APPROVED EQUAL. ACCESS FRAME AND COVER SHALL HAVE A 1/4" THICK ONE—PIECE, MILL FINISH, EXTRUDED ALUMINUM FRAME, INCORPORATING A CONTINUOUS CONCRETE ANCHOR. DOOR PANEL(S) SHALL BE 1/4" ALUMINUM DIAMOND PLATE, REINFORCED TO WITHSTAND A LIVE LOAD OF 300 psf. DOOR(S) SHALL OPEN TO 90° AND AUTOMATICALLY LOCK WITH STAINLESS STEEL HOLD OPEN ARMS WITH ALUMINUM RELEASE HANDLES. DOOR(S) SHALL CLOSE FLUSH WITH THE FRAME. UNIT SHALL LOCK WITH A NONCORROSIVE LOCKING BAR. ALL ACCESS FRAME, COVER, HARDWARE, AND FASTENERS SHALL BE CONSTRUCTED OF 316 STAINLESS STEEL. ALL SURFACES IN CONTACT WITH CONCRETE SHALL HAVE A SHOP COAT OF ZINC CHROMATIC PRIMER, APPROVED ALKALI RESISTANT PAINT OR APPROVED PROTECTIVE COATING. DOUBLE DOOR ACCESS COVERS SHALL HAVE REMOVABLE CENTER BAR SUPPORT. COVER MUST BE COMPATIBLE WITH PUMP.
- 5. ELECTRICAL SERVICE ENTRANCE: PROVIDE METER SOCKET AND MAIN DISCONNECT MEETING APPLICABLE ELECTRIC CODES AND REQUIREMENTS OF POWER COMPANY. LIGHTNING AND VOLTAGE SURGE PROTECTION TO BE PROVIDED.**COST FOR THE ELECTRICAL SERVICE AND COORDINATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 6. CONTROL PANEL: SHALL BE IN ACCORDANCE WITH SECTION 8 OF THE CITY UTILITY MANUAL. PANEL SHALL BE EQUIPPED WITH THREE, 2" X 6" ALUMINUM NIPPLES TO THE SEALOFFS, WITH SCH 80 PVC TO WET WELL.
- 7. PAINT: INSIDE AND OUTSIDE OF VALVE VAULT SHALL BE PAINTED WITH TWO COATS OF "POXITAR" OR EQUAL APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS.
- 8. VALVE VAULT: PRECAST CONCRETE 60"x 84" (MINIMUM) INSIDE DIMENSIONS.
- 9. STEEL PLACED IN BOTTOM SLAB IS TO BE IDENTICAL TO THE TOP SLAB EXCEPT THAT DIAGONAL BARS AND OPENINGS ARE ELIMINATED, STEEL IS CONTINUOUS AND SLAB IS SOLID.
- 10. CONTRACTOR TO CONFIRM SERVICE ARRANGEMENTS WITH POWER COMPANY BEFORE COMMENCING WORK. CONTRACTOR TO RUN UNDERGROUND WIRING TO NEAREST TRANSFORMER OR HAND HOLE.
- 11. ALL FASTENERS ON FLANGES AND ETC. INSIDE WET WELL WILL BE STAINLESS STEEL
- 12. DIMENSIONS BETWEEN CENTERLINE OF PIPES ARE STANDARD FOR PIPE SIZES SPECIFIED.
- 13. SHOP DRAWINGS OF ENTIRE INSTALLATION MUST BE APPROVED BY CITY PRIOR TO PLACEMENT OF ORDER.
- 14. PLUG VALVES SHALL BE SERIES 100, AS MANUFACTURED BY DEZURIK CORP., AND CLOW OR APPROVED EQUAL. VALVES SHALL BE CONSTRUCTED WITH RESILIENT FACED PLUGS. ON BY-PASS LINES, VALVES SHALL BEBURIED WITH ACCESS THROUGH CAST IRON VALVE BOXES. VALVES SHALL HAVE A 2" OPERATION NUT. ONE(1) 5' LONG VALVE WRENCH SHALL BE PROVIDED TO THE CITY OF TAVARES PER LIFT STATION. ALL PLUG VALVES 8" AND SMALLER SHALL BE 1/4 TURN TYPE.
- 15. ALL EXPOSED AND EMBEDDED CONDUITS TO BE SCHEDULE 80 PVC.
- 16. ALL EXPOSED METAL SHALL BE PAINTED WITH TWO (2) COATS OF EXTERIOR BLACK ENAMEL PAINT.
- 17. ALL EXTERNAL PIPING SHALL BE DUCTILE IRON CLASS 50 (FLANGED JOINT FOR EXPOSED PIPE & MECHANICAL JOINT FOR BURIED PIPE). ALL INTERNAL WET WELL PIPING FROM THE PUMP DISCHARGE ELBOW TO THE VALVE BOX SHALL BE MINIMUM SDR-11 HDPE.
- 18. ALL DIMENSIONS AND LOCATIONS OF UTILITIES TO BE FIELD VERIFIED BY CONTRACTOR.
- 19. PRESSURE GAUGES SHALL BE STAINLESS STEEL WITH STAINLESS STEEL DIAPHRAGM, LIQUID FILLED, 4" DIAMETER DIAL WITH 0-100 psi RANGE. GAUGES SHALL BE AS MANUFACTURED BY WKA, LOWER MOUNT, TYPE 233.30 AND DIAPHRAGMS SHALL BE AS MANUFACTURED BY HYETT, MODEL 43MCR-01 OR APPROVED EQUALS.
- 20. CHECK VALVES SHALL BE MUELLER, KENNEDY, AMERICAN-DARLING, OR DRESSER WITH OUTSIDE LEVER AND WEIGHT.
- 21. PADLOCKS FOR ACCESS COVERS AND CONTROL PANEL SHALL BE MASTER NO. 4 BRASS PADLOCK, KEYED ALIKE, FURNISH TWO(2) KEYS PER LOCK. BOLTS IN LOCKING DEVICE SHALL BE STAINLESS STEEL.
- 22. WET WELL TO BE LINED WITH SEWPER COAT. ALL JOINTS SHALL BE EXTRUSION WELDED BY CERTIFIED WELDERS.
- 23. SOD ALL AREAS DISTURBED BY CONSTRUCTION.
- 24. ALL ALUMINUM SURFACES IN CONTACT WITH CONCRETE WILL REQUIRE SHOP COATING OF SUITABLE PROTECTIVE COATING TO RESIST CORROSION.
- 25. BYPASS PUMPING: CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BYPASS PUMPING. A BYPASS PUMPING PLAN SHALL BE SUBMITTED AT THE TIME OR PERMIT APPLICATION TO THE ENVIRONMENTAL SERVICES DIRECTOR. CITIZEN CONSIDERATION WILL BE REVIEWED WHEN BYPASS PUMPING EQUIPMENT IS REQUIRED. SOUND ATTENUATING ENCLOSURES MAY BE REQUIRED, AT THE DISCRETION OF THE ENVIRONMENTAL SERVICES DIRECTOR.
- 26. FIELD TESTING: THE CONTRACTOR SHALL FURNISH THE SERVICES OF THE SYSTEM SUPPLIER'S SERVICEMAN, ALL SPECIAL TOOLS, CALIBRATION EQUIPMENT, AND LABOR TO PERFORM THE TESTS. CERTIFIED COPIES OF THE TESTS SHALL BE FURNISHED IN DUPLICATE TO THE CITY ENGINEER PRIOR TO FINAL APPROVAL.

07/17/2018 /1\ REVISED PER BESH COMMENTS 07/11/2018 JV | GRC DATE REVISIONS BY CHECKED

NOTES

COMBO CONTROL/SCADA PANEL-

PER SECTION 8 OF THE CITY

ALUMINUM UNI-STRUT-WITH STAINLESS STEEL

6' HIGH CHAIN LINK

FENCE w/3 STRANDS

OF BARB WIRE ---

SCADA

ANTENNA ——

NOTE: ACTUAL LOCATION OF CONTROL

PANEL SHALL BE FIELD VERIFIED

BY THE CITY OF TAVARES UTILITY

SUPERVISOR PRIOR TO CONSTRUCTION

PIPE STRAPS FOR

PANEL MOUNTING.

UTILITY MANUAL.

1. ALL PIPE CONNECTIONS TO WET WELL

2. FINISH GRADE SHALL BE 6" BELOW

ELEVATIONS INDICATED.

_UMINUM POST

L'ECTRIC METER -

MAIN BREAKER/ DISCONNECT

SCADA

PANEL-

ALARM LIGHT—

3-2" MIN.SCH 80 PVC ----

POWER AND FLOAT

CONTROLS

CONDUIT FOR PUMP CONTROLS,

ALUMINUM POST

EMERGENCY POWER RECEPTACLE

AUDIBLE ALARM HORN-

WET WELL AND VALVE VAULT TOP SLAB

CONTROL

∠ PANEL

SHALL BE D.I.P.

WESTMINSTER PINE RIDGE ROADWAY AND UTILITY DEVELOPMENT CONSTRUCTION PLANS CITY OF FRUITLAND PARK, FLORIDA

30' (MIN.)

[>] 10'−0" I.D. MIN. (

4'-0"

(CLEAR

OPENING)

(MIN. 10' L.F.)

SANITARY SEWER

GROUT FLUSH AND COAT

PLAN VIEW

N.T.S.

w/COAL-TAR EPOXY

BOTH ENDS

D.I.P. INFLUENT



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1" FEBCO MODEL 825YA VERTICAL

PREVENTER, OR APPROVED EQUAL.

1" GALV. STEEL PIPE-

1" WATER SERVICE-

-AIR RELEASE VALVE)

48" O.D. MANHOLE

(CONTRACTOR TO

FIELD ADJUST)

—6" 45° BEND

1 C.F. CONCRETE

HOSE BIBB

2"x1" REDUCER.7

FLOW IN/HORIZONTAL FLOW OUT

CERTIFICATION THAT BACKFLOW

REDUCED PRESSURE BACKFLOW

(INSTALLER SHALL PROVIDE

PREVENTER IS WORKING &

2" WATER SERVICE-

INSTALLED CORRECTLY.)

6' DOUBLE GATE

3'-0"

(CLEAR

OPENING)

1'-9" | 12" | 2'-0" | 8" | 9" |

4" CHECK —

VALVE (TYP.)

4"ø STAINLESS STEEL

PRESSURE GAUGE ----

AND PETCOCK VALVE, TYP.)

DIAPHRAM ISÓLATED

(OIL FILLED w/

4" D.I.P. SOLID-

SLEEVE, M.JxM.J

(TYP.)

(12' WIDE) LOCATION OF

GATE TO BE DETERMINED

BY THE CITY OF TAVARES

<u>5'-0"</u>

4" PLUG VALVE

REDUCER -

CONCRETE APRON

w / W.W.F.

4" THICK, 3000 psi

MIN. LIFT STATION SITE SHALL BE 25' X 25'

STAND BY GENERATOR, MIN. SITE SHALL BE 25' X 35'

IF LIFT STATION IS TO BE EQUIPPED WITH

-EMERGENCY PUMP HOOKUP

MIN. 4" CAMLOCK QUICK

DISCONNECT MALE w/

— 4" WYE (TYP.)

FEMALE CAP

VALVE (TYP.)

4"PLUG

---- 4" 45° BEND

UTITLITY DEPARTMENT

DRAWN BY

DESIGNED BY

16-043 LIFT STATION DETAIL (1 OF 2) NOTED AUGUST 2017 C-15 APPROVED BY CHECKED BY GRC GRC

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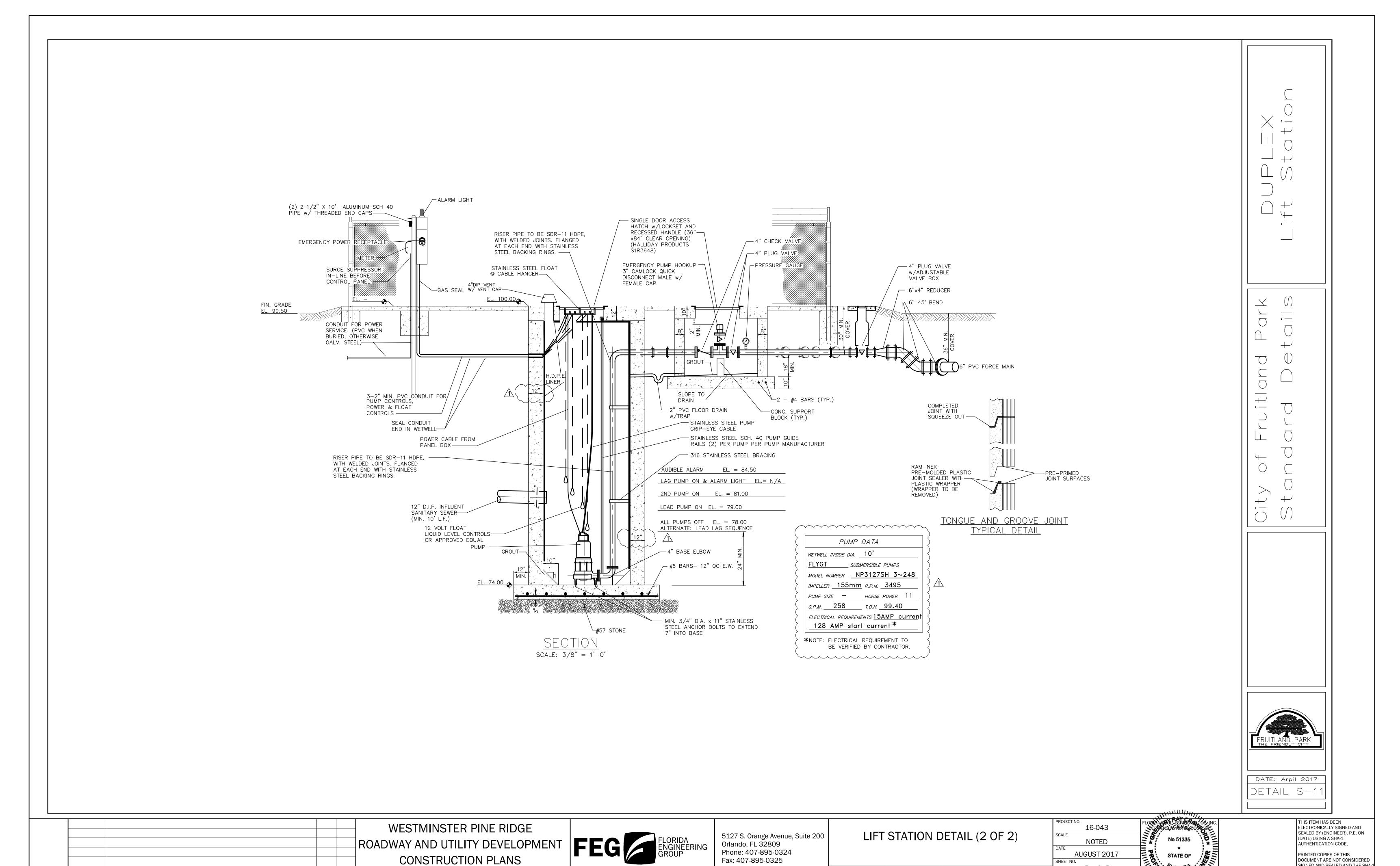
STATE OF

LICENSE

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AUTHENTICATION CODE MUST BE

VERIFIED ON ANY ELECTRONIC



Engineering the Future

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JV GRC

CITY OF FRUITLAND PARK, FLORIDA

07/17/2018

DATE

REVISED PER BESH COMMENTS 07/11/2018

REVISIONS

AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC 16-043_C-10_StandardDetails.dwg

C-16

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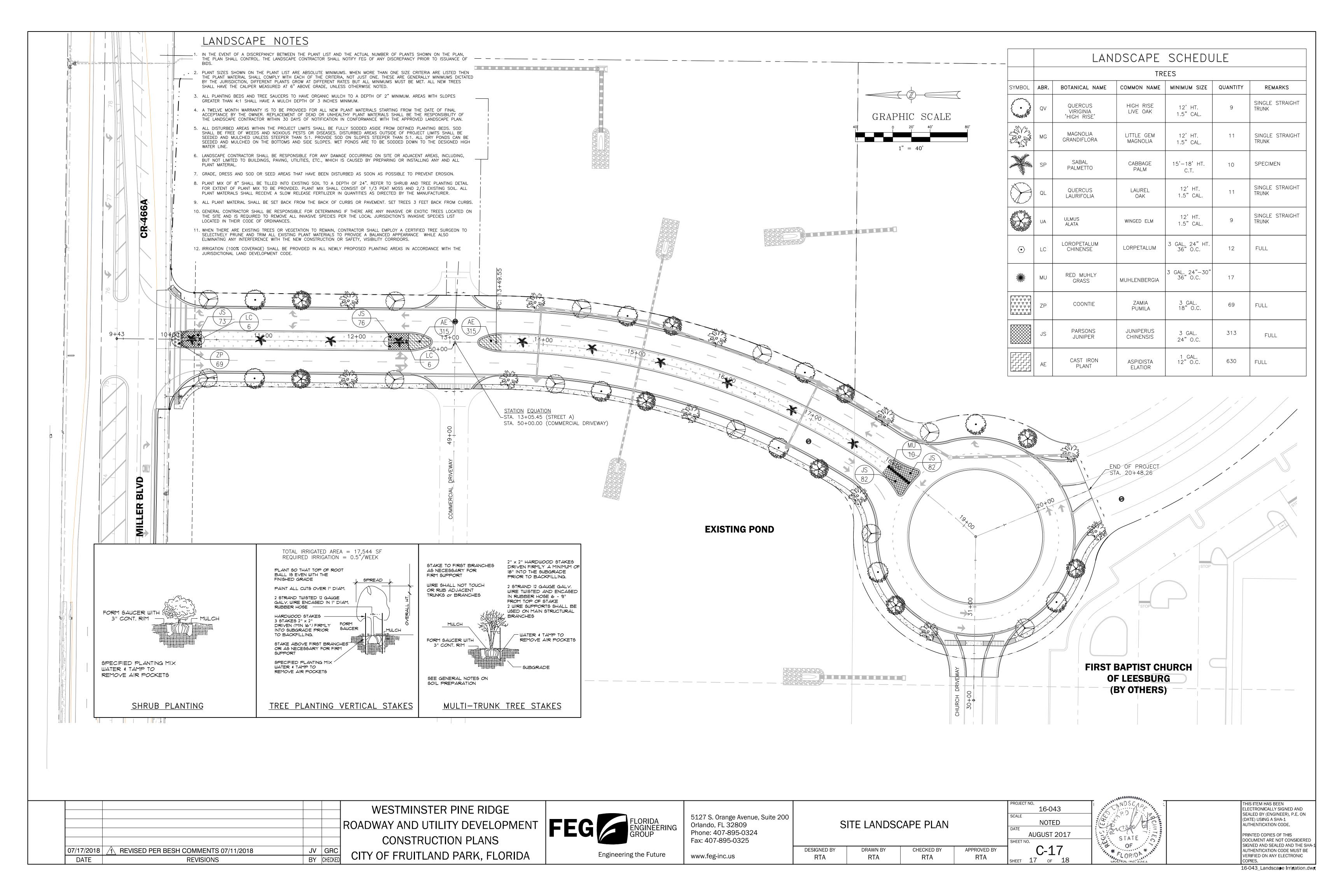
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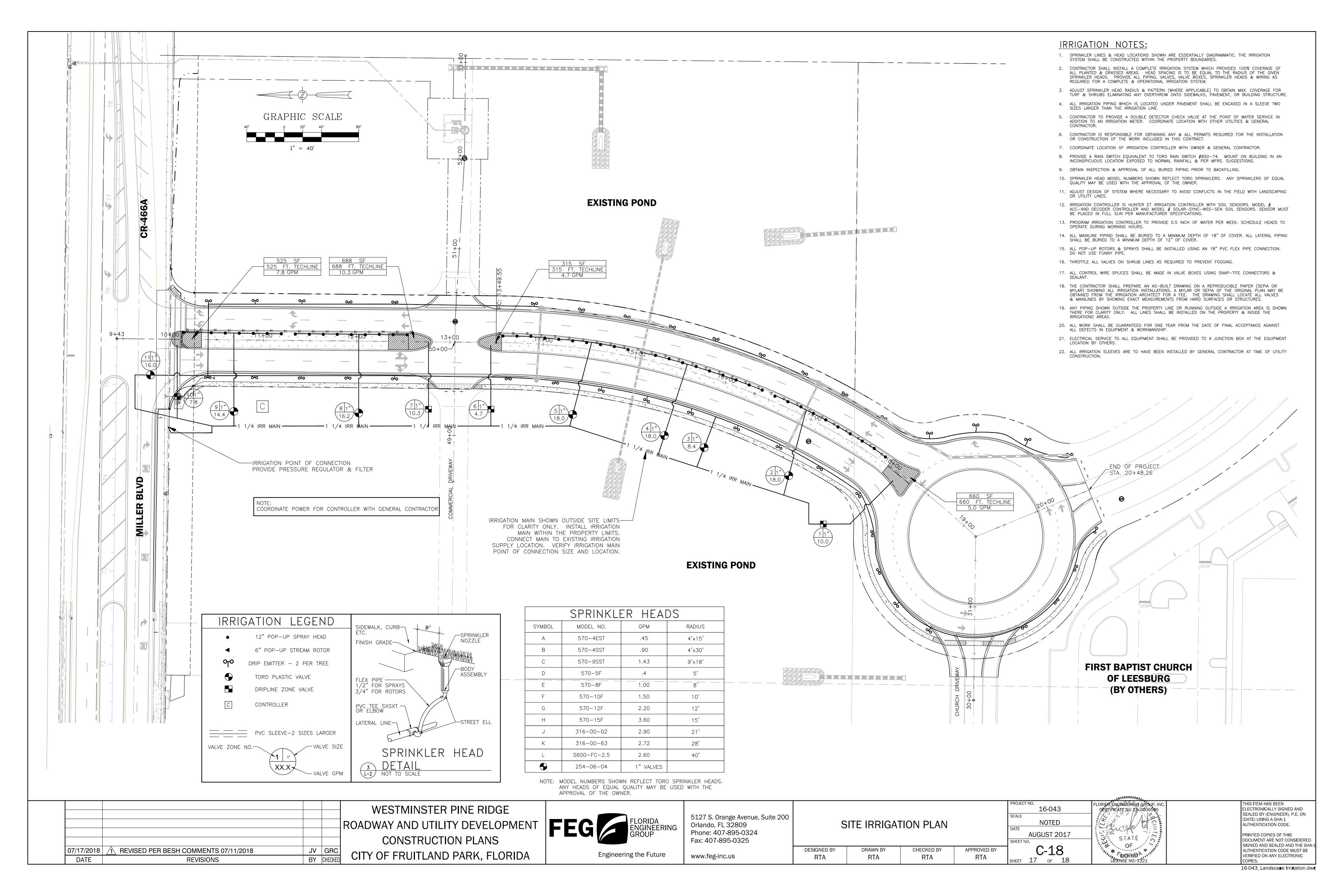
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APPROVED BY

GRC

SIGNED AND SEALED AND THE SHA







AGENDA ITEM NUMBER

4g

AGENDA ITEM SUMMARY SHEET

(Revised)

	5. 15 1 · 5 1 ! · 5	1 2242.252		
ITEM TITLE:	Final Budget Public Hearing – Resolution 2018-058 Adopted Final Millage FY2019			
For the Meeting of:	September 27, 2018	_		
Submitted by:	•			
Date Submitted:	September 24, 2018			
Are Funds Required:	X Yes	No		
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
38.76% increase over FY 2018 g Action to be Taken: Adopt Res	ross taxable value. olution 2018-058 setting the adopted milla	ge rate.		
	ove Resolution 2018-058 setting the adopte	ed millage rate at 3.9134		
mills, which is 0% increase over Additional Comments:	THE RBR OF 3.9134			
wed by:				
City Manager Drized to be placed on the XRe	gular Consent agenda:			
		ayor		

RESOLUTION 2018-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A FINAL OPERATING MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR LAKE COUNTY FOR FISCAL YEAR 2018-2019; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice, a public hearing was held at the Community United Church, Fruitland Park, Lake County, Florida, on September 21, 2018 at 6:00 p.m., at which time the general public was given an opportunity to comment and ask questions pertaining to the tentative budget and millage rate; and

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice a second public hearing was held at the Community United Church, City of Fruitland Park on September 27, 2018, at 6:00 p.m. at which time the general public was given an opportunity to comment and ask questions pertaining to the proposed final budget and millage rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the Lake County Property Appraiser to the City of Fruitland Park as \$682,178,355.

WHEREAS, after public hearings pursuant to section 200.065, Florida Statutes, the City of Fruitland Park is prepared to set a final operating millage rate of 3.9134 mills; and

WHEREAS, the Fiscal Year 2018-19 operating millage rate of 3.9134 is a 0% increase to the current year rolled-back rate of 3.9134.

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

- 1. The City Commission of the City of Fruitland Park, Florida does hereby ratify and set the adopted ad valorem millage rate for the City of Fruitland Park, Lake County, Florida, for the fiscal year 2018-2019 at 3.9134 mills, which is greater than the rolled back of 3.9134 mills by 0%.
- 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED at a public hearing this 27th day of September, 2018, at 6:00 p.m., or as soon thereafter, by the City Commission of the City of Fruitland Park, Florida.

	City of Fruitland Park	_
Attest:	Christopher Cheshire, Mayor	
Esther B. Coulson, CMC, City Clerk		

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)
Mayor Cheshire	(Yes),	(No),	(Abstained),	(Absent)
		(SEAL)		
Approved as to form:				
Anita Geraci-Carver, City	Attorney			



AGENDA ITEM NUMBER

4h

AGENDA ITEM SUMMARY SHEET

(Revised)

ITEM TITLE:	Final Budget Public Hearing – Resolution 2018-059 Adopted Budget FY 2018-19				
For the Meeting of:	September 27, 2018				
Submitted by:	City Treasu	<u> </u>			
Date Submitted:	September 24, 2018				
Are Funds Required:	X	Yes	No		
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
roll back rate. The total appropriate Summary of Funds for the back Action to be Taken: Adopt Reso	reakdown of each	fund.			
Staff's Recommendation: Appro	ove Resolution 201	8-059 setting the adopted	budget at \$10,901,158.		
Additional Comments:					

RESOLUTION 2018-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2018-2019; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice, a public hearing was held at the Community United Methodist Church, Fruitland Park, Lake County, Florida, on September 21, 2018 at 6:00 p.m., at which time the general public was given an opportunity to comment and ask questions pertaining to the tentative budget and millage rate; and

WHEREAS, the City Commission adopted a final millage rate by Resolution 2018-058; and

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice a second public hearing was held at the Community United Methodist Church, City of Fruitland Park on September 27, 2018, at 6:00 p.m. at which time the general public was given an opportunity to comment and ask questions pertaining to the proposed final budget and millage rate; and

WHEREAS, the City of Fruitland Park of Lake County, Florida set forth the appropriations and revenue estimate for the budget for Fiscal Year 2018-2019 in the amount of \$10,901,158.

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

- 1. The City Commission for the City of Fruitland Park, Florida does hereby ratify and adopt the final budget for the 2018-2019 fiscal year for the City of Fruitland Park, Lake County, Florida.
- 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED at a public hearing this 27th day of September, 2018 at 6:00 p.m. or as soon thereafter, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park	
Christopher Cheshire, Mayor	

Attest:

Esther B. Coulson, CMC, City Clerk

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)
Mayor Cheshire	(Yes),	(No),	(Abstained),	(Absent)
Approved as to form:		(SEAL))	
Anita Geraci-Carver, City	Attorney			

CITY OF FRUITLAND PARK FISCAL YEAR 2019 BUDGET

The budget was prepared using a millage rate of 3.9134 (Roll Back Rate RBR)

SUMMARY OF FUNDS REVENUES AND EXPENSES

		Revenues		Expenses
General Fund	\$	7,756,429	\$	7,756,429
Redevelopment Fund	\$	330,665	\$	330,665
Capital Projects Fund	\$	769,414	\$	769,414
Utility Fund	\$	1,922,987	\$	1,922,987
Fire Pension Fund	\$	30,369	\$	30,369
Recreation Fund	\$	91,294	\$	91,294
Total - All Funds	Ś	10,901,158	Ś	10,901,158



AGENDA ITEM NUMBER 5b

AGENDA ITEM SUMMARY SHEET

	City Atto	rney	Report		
For the Meeting of:	September 27, 2018				
Submitted by:	City Attorney				
Date Submitted:	September 21, 2018				
Are Funds Required:		7	Yes	X	No
Account Number:					
Amount Required:					
Balance Remaining:					
Attachments:					
Notice of Claim – James Hartse Notice of Claim – Larry Odum			_		
Action to be Taken					
Action to be Taken Staff's Recommendation:					
Staff's Recommendation:		nsent	agenda:		