

**FRUITLAND PARK CITY COMMISSION  
REGULAR MEETING AGENDA**

**February 27, 2020**

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

**6:00 p.m.**

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

Invocation – Pastor Don Miller, Eagles Nest Baptist Church

Pledge of Allegiance – Scout Troop 143

**2. ROLL CALL**

**3. SPECIAL PRESENTATIONS**

(a) **2020 Love Week**

(b) **5K Love Run**

**4. CONSENT AGENDA**

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

**Approval of Minutes** (city clerk)

February 13, 2020 Special

**5. REGULAR AGENDA**

(a) **Resolution 2020-014 Special Accommodation ADA – American Sign Language Services Inc. Contract** (city attorney/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING ON-SITE INTERPRETING AND VIDEO REMOTE INTERPRETING AGREEMENT PREPARED FOR THE CITY OF FRUITLAND PARK BY AMERICAN SIGN LANGUAGE SERVICES, INC.; PROVIDING FOR RATES FOR SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**(b) Resolution 2020-013 Police Department Radios (Contingency)  
FY 2019-20 Budget Amendment** (city attorney/city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM CONTINGENCY TO POLICE EQUIPMENT PURCHASE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

**PUBLIC HEARING**

**(c) Resolution 2020-012 - Public Hearing - Clean Water Act Wastewater Facility Plan Urick Street Wastewater Force Main Facility Improvements - SRF Loan** (city attorney/city manager/public works)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF URICK STREET WASTEWATER FORCE MAIN IMPROVEMENTS, EFFECTIVE THIS DATE.

**END OF PUBLIC HEARING**

**6. OFFICERS' REPORTS**

**(a) City Manager**

- i. Economic Development Status Update**
- ii. Northwest Lake Community Park Multipurpose Soccer Field Complex**
- iii. Fire Protection and Rescue Services**

**(b) City Attorney**

- i. Notice of Claim – James Hartson**
- ii. City of Fruitland Park v. T. D. Burke**
- iii. City of Fruitland Park v. State of Florida Department of Management Services**
- iv. Michael and Laurie Fewless v. City of Fruitland Park**

**7. PUBLIC COMMENTS**

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

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

**8. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian**

**(b) Commissioner DeGrave**

**(c) Commissioner Bell**

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

**9. MAYOR'S COMMENTS**

**10. ADJOURNMENT**

**DATES TO REMEMBER**

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

March 5, 2020, *Irish Cuisine – It's Not an Oxymoron!*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.;

March 7, 2020, City of Fruitland Park Cornhole Tournament, Fruitland Park City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 9:00 a.m.;

March 9, 2020, Lake County Arts and Cultural Alliance, Economic Prosperity Visit Lake, 20763 US Hwy 27, Groveland, Florida 34736 at 3:00 p.m.;

March 12, 2020, City Commission Regular at 6:00 p.m.;

March 13, 2020, Movie on the Lawn, TBD, City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 6:30 p.m.;

March 13, 2020, *The Kilted Man*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.;

March 17, 2020, *Meet and Greet with Irish Author Martha Geaney*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 2:00 p.m.;

March 26, 2020, City Commission Regular at 6:00 p.m.;

March 27, 2020, *Wills, Trusts, and Why Estate Planning Matters*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.;

March 28, 2020, Fruitland Park Day, City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.;

April 9, 2020, City Commission Regular at 6:00 p.m.;

April 16, 2020, Lake County Library Advisory Board, Tavares Public Library, 100 E. Caroline Street, Tavares, Florida 32778 at 5:00 p.m.;

April 21, 2020, 2020 Lake County Legislative Wrap-Up Breakfast *60 Days of the 2020 Florida Legislature Impacts Lake County*, Bella Collina Country Club, 15920 County Road 455, Mountverde, FL 34756 at 8:00 a.m.;

April 22, 2020, Lake~Sumter MPO Governing Board meeting, 225 W. Guava Street, Lady Lake, Florida 32159 at 2:00 p.m. and

April 23, 2020, City Commission Regular at 6:00 p.m.

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

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

**PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE**

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 3**

**ITEM TITLE:** Special Presentation

**For the Meeting of:** February 27, 2020

**Submitted by:** City Clerk

**Date Submitted:** February 11, 2020

**Funds Required:** No

**Attachments:** None

**Item Description:**

**(a) 2020 Love Week**

**(b) 5k Love Run**

**Action to be Taken:** None

**Staff's Recommendation:** None

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

**CITY OF FRUITLAND PARK  
CONSENT AGENDA ITEM SUMMARY SHEET  
Item Number: 4**

<b>ITEM TITLE:</b>	Draft Regular Meeting Minutes
<b>For the Meeting of:</b>	February 27, 2020
<b>Submitted by:</b>	City Clerk
<b>Date Submitted:</b>	<b>February 19, 2020</b>
<b>Funds Required:</b>	No
<b>Account Number:</b>	N/A
<b>Amount Required:</b>	N/A
<b>Balance Remaining:</b>	N/A
<b>Attachments:</b>	Yes, draft minutes

**Item Description:** 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

Approve the special meeting minutes of February 13, 2020 as submitted if there are no corrections.

**Action to be Taken:** **Approve as submitted.**

**Staff's Recommendation:** Approval

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

**FRUITLAND PARK CITY COMMISSION SPECIAL  
DRAFT MEETING MINUTES**

**February 13, 2020**

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

**7:30 p.m.**

A special meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, February 13, 2020 at 7:30 p.m.

**Members Present:** Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Patrick DeGrave and John Mobilian.

**Also Present:** City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce, Community Development Director Tracy Kelley; Library Director Jo Ann Glendinning; Parks and Recreation Director Michelle Yoder; Deputy Fire Chief Tim Yoder, Fire Department; Human Resources Director Diana Kolcun; Terry Ribble, Assistant Public Works Director; and City Clerk Esther B. Coulson.

**1. CALL TO ORDER**

ACTION: 7:52:33 PM Mayor Cheshire called the meeting to order

**2. ROLL CALL**

ACTION: 6:01:44 PM Mayor Cheshire requested that Ms. Coulson call the roll and a quorum was declared present.

After Mayor Cheshire recognized the following changes to this evening's agenda, **the city commission, by unanimous consent, approved the following revisions to the revised special meeting agenda:**

**Item 4.(a) Resolution 2020-003 - Library (Gardenia) Café Agreement  
Passed and resolved date corrected to read: "this 13<sup>th</sup> day of February 2020".**

**Item 4.(c) Recreation Department Vehicle Quotes for Alan Jay Chevrolet Cadillac Inc. should be corrected to read: "\$28,122" and not "\$428,122" earmarked in the FY 2019-20 recreation budget 01574-60649 for \$30,000.**

**Item 4.(d) Shiloh Cemetery Bids Quotes to be revised to include: Paquette Company, \$35,500; Tri-State Asphalt Corporation \$46,218.80 and CW Roberts Contracting Inc. \$36,472.25 – FY 2019-20, 01573-53901 parks cemetery with \$91,513 currently in the restricted fund, and**

**Item 4.(g) Quasi-Judicial Public Hearing**

**3. CONSENT AGENDA**  
Approval of Minutes

**ACTION:** 7:53:50 PM **On motion of Commissioner Mobilian, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the consent agenda as previously cited.**

**4. SPECIAL AGENDA**

**(a) Resolution 2020-003 - Library (Gardenia) Café Agreement**

Ms. Geraci-Carver read into the record proposed Resolution 2020-003, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE LEASE AGREEMENT BETWEEN FOUNTAIN LAKE PROPERTIES, LLC AND THE CITY OF FRUITLAND PARK FOR OPERATING A CAFÉ WITHIN THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

**ACTION:** 7:54:08 PM and 8:23:02 PM **On motion of Commissioner Bell, seconded by Commissioner DeGrave and unanimously carried, the city commission adopted Resolution 2020-003 as previously cited.** (After Ms. Glendinning acknowledged the presence of Mr. John Gibson, The Rose Plantation, at this evening's meeting; she recognized the expected opening date of the café to commence on the week of February 17, 2020 (with operating hours from 9:30 a.m. to 2:30 p.m., Monday to Friday) and announced the soft opening date of same to be held on Monday, February 24, 2020 at 8:30 a.m.).

**(b) Resolution 2020-009 – Parks and Recreation Fee Schedule**

Ms. Geraci-Carver read into the record proposed Resolution 2020-009, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING FEES FOR THE FRUITLAND PARK COMMUNITY CENTER, BOTH FOR RESIDENTS AND NON-RESIDENTS; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE.

**ACTION:** 7:56:56 PM After discussion, **the city commission, by unanimous consent, directed the city attorney to include provisions in Resolution 2020-009 on the ancillary costs for additional hours and times beyond the rates specified and the possession, sale and consumption of alcoholic beverages with proof of tenant users' liability insurance policy with certificates of same reflecting the daily liability rate for the hazard class.**



Following further deliberations, **a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt the aforementioned Resolution 2020-009, as amended, to include the previously cited ancillary costs.**

Subject to additional discussion, **Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.**

**(c) Recreation Department Vehicle Quotes**

The city commission considered its action on the following 2020 Chevrolet Traverse vehicle quotes for the recreation department:

- Coggin Chevrolet LLC, \$28,088 and
- Alan Jay Chevrolet Cadillac Inc. for \$28,122

After Mr. La Venia gave reasons why the vendor no longer had the 2019 vehicles (addressed before the city commission at its November 14, 2019 regular meeting) and staff having to obtain the subject quotes, he recommended awarding the above-captioned state vehicle quote to Coggin Chevrolet LLC, the lowest, responsive and responsible bidder for \$28,088 together with the trailer hitch for \$595 from either Coggin Chevrolet or Alan Jay Chevrolet Cadillac Inc.

**ACTION: 8:11:25 PM After discussion, and on motion of Commissioner Mobilian, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved staff's recommendations, as previously cited.**

**(d) Shiloh Cemetery Bids**

The city commission considered its action on the following quotes for Shiloh Cemetery:

- Paquette Company, \$35,500;
- Tri-State Asphalt Corporation \$46,218.80 and
- CW Roberts Contracting Inc. \$36,472.25

Mr. La Venia mentioned staff's review of the subject bids and recommended the award to Paquette Company, the lowest, responsive and responsible bidder for \$35,500 to install a roadway through Shiloh Cemetery.

**ACTION: 8:13:22 PM On motion of Commissioner Bell, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved staff's recommendations as previously cited.**

**(e) Resolution 2020-010 – Traffic Safety Grant Revenue and Police Department Equipment Purchase – Budget Amendment FY 2019-20**

Ms. Geraci-Carver read into the record proposed Resolution 2020-010, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE TRAFFIC SAFETY GRANT REVENUE BUDGET AND THE POLICE DEPARTMENT EQUIPMENT PURCHASE GRANT EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

**ACTION:** 8:15:12 PM After discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission adopt Resolution 2020-010 as previously cited.

**Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously carried.**

**(f) October 2019 Financial Report**

Ms. Racine reviewed the October 2019 year-to-date financial report.

**ACTION** 8:17:09 PM **On motion of Commissioner DeGrave seconded by Commissioner Bell and unanimously carried, the city commission accepted the financial report as submitted.** (Commissioner Mobilian confirmed in the affirmative in response to Mayor Cheshire's request that he will inform Mr. Carl Yauk, The Villages of Fruitland Park resident, of the item in question, the subject of his concerns addressed at the January 23, 2020 regular meeting.)

**QUASI-JUDICIAL PUBLIC HEARING**

**By unanimous consent, Mayor Cheshire opened the public hearings at this evening's meeting.**

**(g) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2020-001 – Rezoning – 1217 Miller Boulevard - Developer's Agreement First Amendment: Petitioner G. A., S. T. and V. L. Summers**

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2020-001, Ms. Geraci-Carver read the following title and Mayor Cheshire called for interested parties to be heard:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN THE DEVELOPER'S AGREEMENT BETWEEN CITY OF FRUITLAND PARK, AND GREGORY A. SUMMERS, SANDY T. SUMMERS AND VERNON L. SUMMERS, JR., RELATING TO THE LIMITATION OF C-1**

**USES IN THE C-1 ZONING DISTRICT AND ADDITIONAL BUFFERING; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING DIRECTIONS; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.** (The first reading was held on January 23, 2020.)

**ACTION:** 8:21:08 PM A motion was made by Vice Mayor Gunter and seconded by Commissioner Mobilian that the city commission enact the previously cited Ordinance 2020-001 to become effective immediately as provided by law.

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

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

#### **END OF QUASI-JUDICIAL PUBLIC HEARING**

### **5. OFFICERS' REPORTS**

#### **(a) City Manager**

##### **i. Economic Development Status Update**

Mr. La Venia gave the following status updates:

- Benchmark - is proceeding satisfactorily where it is anticipated that they will be meeting with Ms. Kelley and further information would be forthcoming.
- Florida Medical Industries Inc. – his recent conversations with Mr. Michael “Mike” Whiting, Florida Medical Industries Inc. (the glass thermometer manufacturing company located on 3131 US Highway 441/US27), regarding the concern on the building’s condition – noting the acquisition process of the adjacent property held by the attorney who is foreclosing and his pursuit of clear title prior to the sale– with the plan remove the building’s skin wrap and allow for the high-beam steel construction frame structure on the site to remain anticipated to be finalized by the end of February 2020.

**ACTION:** 8:22:32 PM and 8:25:23 PM No action was taken.

##### **ii. Library Survey**

Mr. La Venia referred to the January 2020 library survey conducted by Ms. Glendinning and his recent discussions with on the concept to adjust the library’s operating hours Monday to Thursday from 9:00 a.m. to 6:00 p.m. to the new time of 9:30 a.m. to 6:30 p.m. which will not impact staffing.

**ACTION:** 8:23:02 PM After discussion, a motion was made by Commissioner Bell and seconded by Commissioner DeGrave that the city commission approve staff's recommendation to change the library's opening hours to 9:30:a.m. to 6:30 p.m. Monday to Thursday and 9:00 a.m. to 5:00 p.m. on Friday.

After discussion, Mayor Cheshire called for a roll call vote and declared the motion carried unanimously.

**(b) City Attorney**

**i. Notice of Claim – James Hartson**

Ms. Geraci-Carver explained that there are no updates relating to James Hartson's notice of claim.

**ACTION:** 8:27:34 PM No action was taken.

**ii. City of Fruitland Park v. T. D. Burke**

With respect to the T. D. Burke case, Ms. Geraci-Carver explained that she needs discovery and answer to questions to submit to opposing council in order to proceed.

**ACTION:** 8:27:50 PM No action was taken.

**iii. City of Fruitland Park v. State of Florida Department of Management Services**

Ms. Geraci-Carver reported that Mr. Glenn E. Thomas, Attorney with Lewis, Longman & Walker, P.A., is handling the lawsuit on the State of Florida Department of Management Services Florida Retirement Systems.

**ACTION:** 8:27:54 PM No action was taken.

**iv. Michael and Laurie Fewless v. City of Fruitland Park**

Ms. Geraci-Carver reported that Mr. Thomas has being assigned to the Michael and Laurie Fewless case by the city's insurance company. She explained that an update will be provided by the next meeting.

**ACTION:** 8:27:58 PM No action was taken.

**6. PUBLIC COMMENTS**

There was no one from the public at this time.

**ACTION:** 8:28:22 PM No action was necessary.

**9. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian – Dale Bogle**

Commissioner Mobilian noted how the late Public Works Director Dale Bogle will be missed.

ACTION: 8:28:39 PM No action was necessary.

**(b) Commissioner DeGrave**

Commissioner DeGrave stated that he has nothing to report at this time.

ACTION: 8:28:55 PM No action was necessary.

**(c) Commissioner Bell – City Newsletter**

**i. Dale Bogle**

Commissioner Bell shared Commissioner Mobilian's sentiments and acknowledged Mr. La Venia's performance at Mr. Bogle's February 6, 2020 memorial service.

ACTION: 8:29:15 PM No action was necessary.

**ii. Northwest Lake Community Park**

Commissioner Bell referred to his attendance at the February 10, 2020 Lake County Parks, Recreation and Trails Advisory Board; noted that the Northwest Lake Community Park update was considered on its agenda and relayed the discussions on the county's plan to approve the allocation of \$50,000 towards the concrete wall and the other \$50,000 for FY 2019-20 which cannot be implemented until the city submits its plan to the county.

After Mr. La Venia addressed his intent to collaborate with Mr. Ribble and Ms. Yoder to obtain additional quotes for the subject wall within 45 days, he recalled providing the plan several times to Mr. Roberto "Bonilla", Lake County Public Works Department, Parks and Trails Division Manager.

ACTION: 8:29:15 PM No action was taken.

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

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

ACTION: 8:31:12 PM No action was taken.

**10. MAYOR'S COMMENTS**

**Dates to Remember**

Mayor Cheshire reviewed the following events:

- February 14, 2020, Movie on the Lawn, Lady and the Tramp, City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 6:30 p.m.;

- February 14, 2020, LCLC *Proposed By-Law Revisions, Committee Membership and Future Topics/Speakers*, Mount Dora Golf Club, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- February 26, 2020, LSMPO Governing Board meeting, 225 W. Guava Street, Lady Lake, Florida 32159 at 2:00 p.m.;
- February 27, 2020, City Commission Regular at 6:00 p.m. and
- February 29, 2020, City of Fruitland Park Cornhole Tournament, Fruitland Park City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 9:00 a.m.

ACTION: 8:31:15

**11. ADJOURNMENT**

**There being no further business to come before the city commission, the meeting adjourned at 8:32 p.m.**

The minutes were approved at the February 27, 2020 regular meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, City Clerk

Signed \_\_\_\_\_  
Chris Cheshire, Mayor

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

**ITEM TITLE:** Resolution 2020—014 Special  
**Accommodation ADA - Contract**  
**For the Meeting of:** February 27, 2020  
**Submitted by:** City Clerk/City Attorney  
**Date Submitted:** February 13, 2020  
**Funds Required:** Fiscal Impact - \$90.00 per hour (two-hour minimum plus travel and applicable special fees)  
**Attachments:** Yes proposed resolution and contract

**Item Description:** Resolution 2020-014 Special  
**Accommodation ADA with American Sign Language Services Inc.** In order to comply with Florida Statutes Subsection 286.26 and Title II of the Americans with Disabilities Act of 1990, the city would need to utilize on-site professional interpreting services at its meetings as an alternative format accessible to individuals who request special accommodations. Rates may vary based on the times and notice requirements.

**Action to be Taken:** Adopt Resolution 2020-014

**Staff's Recommendation:** Approval

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

**RESOLUTION 2020-014**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING ON-SITE INTERPRETING AND VIDEO REMOTE INTERPRETING AGREEMENT PREPARED FOR THE CITY OF FRUITLAND PARK BY AMERICAN SIGN LANGUAGE SERVICES, INC.; PROVIDING FOR RATES FOR SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park desires to enter into a contract with a service provider for on-site interpreting and video remote interpreting; and

**WHEREAS**, American Sign Language Services, Inc. is willing and able to provide on-site interpreting and video remote interpreting services; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds it serves a municipal purpose and will be a benefit to the City to enter into the Agreement with American Sign Language Services, Inc.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The On-Site Interpreting and Video Remote Interpreting Agreement, inclusive of rates for services, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the On-Site Interpreting and Video Remote Interpreting 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 27<sup>th</sup> day of February 2020, by the City Commission of the City of Fruitland Park, Florida.

**SEAL**

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

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CHRIS CHESHIRE, MAYOR



ATTEST:

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ESTHER COULSON, CITY CLERK

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

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Anita Geraci-Carver, City Attorney



# On-Site Interpreting and Video Remote Interpreting Agreement

Prepared For:  
City of Fruitland Park



ASL Services, Inc.  
3700 Commerce Blvd.  
Kissimmee, FL 34741  
 (407) 518-7900  
 (407) 518-7903  
[www.ASLServices.com](http://www.ASLServices.com)

# Interpreting Service Agreement

This Agreement is made between City of Fruitland Park hereafter referred to as **(Client)** and American Sign Language Services Corporation (ASL Services Inc.) hereafter referred to as **(Provider)** to provide professional Interpreting Services for On-Site & VRI Requests. The pricing and terms of this Agreement shall be effective for 2 years from the date of the execution of this Agreement. This Agreement will automatically renew for one-year periods unless terminated in writing by either Party. All invoices for services under this Agreement shall be paid within net15.

## On-Site Interpreter Pricing

**On-Site Interpreting:** Interpreter will appear in person and provide professional sign language interpreting services at the designated location. On-Site interpreting is an optimal choice when a meeting or presentation will require a live interaction with a Deaf individual or group.

Interpreting Fees	
\$ 80.00	Rate Per Hour/Per Interpreter with a 2-hour minimum. Requests must be submitted a minimum of 2-business days to be considered an advanced request – Subject to availability.
Rate + \$10.00/hr.	Monday – Friday (5:00pm – 7:00am) Services provided during weekday evening hours.
Rate + \$10.00/hr.	Saturday – Sunday (7:00am – 5:00pm) Services provided on the weekend during the day.
Rate + \$20.00/hr.	Saturday – Sunday (5:00pm – 7:00am) Services provided on the weekend during the evening hours.
+ \$45.00	Short Notice Fee: Flat Rate applicable for same day/next day requests
Travel	Travel Fees will be billed at the applicable hourly rate. Travel time is dependent on the interpreter's travel time to and from the location of service. <i>(Note: ASLS HQ is headquartered in Central Florida and as a courtesy to local vendors all travel fees are waived for jobs performed in Orange &amp; Osceola Counties in Florida.)</i>
Cancellations	Provider incurs the cost of interpreters once they are booked for an assignment; for this reason, any assignments canceled or rescheduled with less than 25 hours' notice, will be billed in full. Cancellations must have verbal/written confirmation from the ASLS Scheduling team to be considered cancelled.
Special Services Fees	
+\$15.00/hr.	Trilingual (proficient in English/Spanish/Sign Language) Tactile (interpreter for the Deaf and Blind) Deaf Interpreter (DI/CDI)
Federal Holiday's	Federal Holidays are billed at 1.5 times applicable rate

**Please Note:** All efforts to meet same day/week requests will be made but are not guaranteed until scheduling sends an e-mail confirming the request.

**Teamed Assignments:** Two (2) interpreters may be scheduled as needed by provider due to the following factors:

- Duration of assignment
- Assignment intensity and/or content
- Special needs (e.g. tactile interpreting)

For additional teaming information please go to <https://drive.google.com/file/d/0B3DKvZMfFLdVzZpaUtraW5xZG8/view>

## Video Remote Interpreting (VRI) Pricing

**VRI Interpreting:** Interpreter will virtually service the request using Client's desired technology.

\*VRI is an added protection for instances when an on-site Interpreter is not available.

Appointment Type	Price Per-Minute/Per Interpreter	Minimum Duration
Pre-Scheduled (via email)	\$ 2.50	15 Minutes
Same Day/Next Day (via dispatcher)	\$ 2.85	15 Minutes
Cancellations	Provider incurs the cost of interpreters once they are booked for an assignment; for this reason, any assignments canceled or rescheduled with less than 25 hours' notice, will be billed in full. VRI cancellations must be made with the VRI Dispatcher at 1-877-428-3874.	

Client Preferred Method of VRI Technology			
<input type="checkbox"/> ASLS VRI App	<input type="checkbox"/> Zoom	<input type="checkbox"/> FaceTime	<input type="checkbox"/> Other (See addendum)

**Provider will also provide the following VRI Specialty at no additional charge to above rates:**

- Trilingual Interpreters staffed 24/7 (ASL, English, Spanish)
- Other Spoken Languages available upon request & subject to availability.
- CDI or DI (Certified Deaf Interpreter and/or Deaf Interpreter) advance request and subject to availability
- 24/7 live Dispatcher that can assist with any scheduling or technical questions
- Technology Testing – the provider can coordinate testing of equipment to ensure optimal call quality

*I hereby agree to the VRI and On-Site interpreting rates for professional interpreting services rendered by Provider. I am a designated representative that has authority to approve these services. I agree to keep this agreement confidential, and will not release information contained within to any third party. This Agreement incorporates the attached Legal Terms.*

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Date

## Billing Remittance Information

In accordance with the Americans with Disabilities Act ([www.ada.gov](http://www.ada.gov)), your company is directly responsible for payment to Provider. Your company is therefore responsible for providing American Sign Language Corporation with full billing information, so services can be invoiced to Client.

### Company Information

Legal Name: \_\_\_\_\_

Doing Business As (DBA): \_\_\_\_\_

Supplier Diversity (if applicable):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Minority Business Enterprise | <input type="checkbox"/> Women Business Enterprise                               | <input type="checkbox"/> Small Business Enterprise            |
| <input type="checkbox"/> Veteran Business Enterprise  | <input type="checkbox"/> Small Disadvantaged Business                            | <input type="checkbox"/> Woman-Owned Small Business           |
| <input type="checkbox"/> Alaskan Native Corporation   | <input type="checkbox"/> Disadvantaged Business Enterprise                       | <input type="checkbox"/> Disability-Owned Business Enterprise |
| <input type="checkbox"/> SBA 8(A)                     | <input type="checkbox"/> Service Disabled Veteran Business Enterprise            |   |
| <input type="checkbox"/> SBA HUBZone                  | <input type="checkbox"/> Lesbian, Gay, Bisexual, Transgender Business Enterprise |   |

### Billing Information

Name/Department (ATTN): \_\_\_\_\_

Physical Billing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Method of Payment:  Credit Card  Wire Payment  Check

Invoice Remittance Email Address: \_\_\_\_\_

Will all invoices for all locations go to one centralized location?  Yes  No

\*If no, please indicate instructions in the Addendum section below

### Billing Contact Information

Accounts Payable Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext. \_\_\_\_\_ Email Address: \_\_\_\_\_

Accounting Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext. \_\_\_\_\_ Email Address: \_\_\_\_\_

### Additional Invoice Information

Do you require a Purchase Order Number?  Yes  No

Do you require an Authorization Number?  Yes  No

If Medical, do you require patient's information?  Yes  No

*Penny Snyder*

Penny Snyder (Feb 13, 2020)

Authorized Client Signature

Authorized Provider Signature

Date

Feb 13, 2020

Date

## Addendum

Please list any special instructions associated with this Agreement. If no special instructions, please leave blank.

# Legal Terms

## Services and Duties.

Service Provider shall provide to Client the services and deliverables described in this Agreement in accordance with the terms and conditions set forth herein. If the parties desire to include additional services under this Agreement, such services will be set forth in subsequent statements of work signed by authorized representatives by both parties and attached to this Agreement.

## Requests for Services.

Client shall use the attached Sign Language Request Form. Client will furnish Service Provider with a list of names and titles of all individuals authorized to request or cancel services from Service Provider pursuant to this Agreement and shall supplement such list in writing and update periodically as necessary. Service Provider shall not be responsible for any liability arising out of any action by authorized Client representatives in deciding to authorize, not authorize or cancel any request for services hereunder. Client will direct any comments or questions regarding Service Provider's services hereunder including, without limitation, content, scheduling, logistics, changes, comments, materials and feedback, directly to Service Provider. Communication of any such comments or questions to any interpreter furnished by the Service Provider shall not be considered communication to Service Provider. Client acknowledges and agrees that interpreters furnished by Service Provider to Client pursuant to this agreement may be either employees of Service Provider or independent contractors engaged by Service Provider to furnish services hereunder.

## Term

This Agreement is legally binding as of the date signed by both parties ("Effective Date") and shall continue until terminated as provided for herein. The Initial Term ("Initial Term") shall commence on the Effective Date and continue for two years. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, the term shall automatically renew for successive one (1) year terms (each, a "Renewal Term") until such time as a party provides the other party with written notice of termination; provided, however, that: (a) such notice be given no fewer than sixty (60) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.

**Termination for Cause.** Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

**Payments upon Termination.** Upon the termination of this Agreement, Client shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, within 30-days'.

## Billing Terms

Billing will be invoiced via email weekly for the previous week to be paid within thirty (30) calendar days of receipt. If Client does not pay the amount properly due to Service Provider under this Agreement, Service Provider will charge Client interest on the overdue amount at the rate of two percent (2%) per month or the highest rate allowed by law. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Any invoice paid within 10 days shall be discounted by 2%.

## Representations and Warranties

Mutual

### Client and Service Provider each represent and warrant that:

- a. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- b. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- c. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- d. it shall comply with all federal, state, and local laws, or other laws and regulations applicable to it by the performance of its obligations under this Agreement and shall obtain all applicable permits and licenses

required of it in connection with its obligations under this Agreement; and,

- e. there is no outstanding litigation, arbitrated matter, or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

### By Service Provider. Service Provider represents and warrants that:

- a. it will assign qualified interpreters for all on-site interpreting needs. Credentials and/or experience can be provided for any interpreter upon request. Our core group of interpreters has been background checked and/or fingerprinted for safety purposes. All interpreters follow conduct, confidentiality and ethics under RID CPC Specifications. (<http://rid.org/ethics/code-of-professional-conduct/>);
- b. dress and conduct of interpreters shall meet applicable ethical standards and the professional standards set forth in the American Translators Association (ATA) Code of Professional Conduct and Business Practices;
- c. Service Provider shall direct its interpreters to adhere to Client safety procedures, if any, furnished to Service Provider by Client in writing and updated periodically as needed;
- d. it is the lawful licensee or owner of the VRI Services (excluding any Client Data and Customization Materials therein) and has all the necessary rights in the VRI Services to grant the use of the VRI Services to Client;
- e. the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;
- f. Service Provider will, at all times during the term of this Agreement, carry general liability insurance with a reputable carrier with a minimum limit of no less than \$1,000,000 / 2,000,000;

### Client' Data.

Ownership. Client' data ("Client Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) Client data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Client Data is and shall remain the sole and exclusive property of Client and all right, title, and interest in the same is reserved by Client. This Section shall survive the termination of this Agreement.

**Service Provider Use of Client Data.** Service Provider is provided a limited license to Client Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Client Data only to the extent necessary to provide the Services. Service Provider shall: (a) keep and maintain Client Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Client Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Client Data for Service Provider's own purposes or for the benefit of anyone other than Client without Client prior written consent; and (d) Comply with all federal and state laws regarding the confidentiality and security of individually identifiable health information, including the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), commonly known as HIPAA as well as the rules and regulations adopted in connection with HIPAA. This Section shall survive the termination of this Agreement.

**Backup and Recovery of Client Data.** As a part of the Services, Service Provider is responsible for maintaining a backup of Client Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted.

**Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Client Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of Client Data, Service Provider shall, as applicable: (a) notify Client as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Client in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Client.

**Non-Disclosure of Confidential Information.**

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

**Meaning of Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, Client Data shall be deemed to be Confidential Information.

**Obligation of Confidentiality.**

The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

**Cooperation to Prevent Disclosure of Confidential Information.**

Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

**Remedies for Breach of Obligation of Confidentiality.**

Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Client, at the sole election of Client, the immediate termination, without liability to Client, of this Agreement.

**Surrender of Confidential Information upon Termination.**

Upon termination of this Agreement, in whole or in part, each party shall, within sixty (60) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Service Provider shall return Client Data to Client following the timeframe and procedure described further in this Agreement. Should Service Provider or Client determine that the return of any non-Client Data Confidential Information is not feasible, such party shall destroy the non-Client Data Confidential Information and shall certify the same in writing within sixty (60) calendar days from the date of termination to the other party.

**Data Privacy and Information Security.**

Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Client Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Client Data; (c) protect against unauthorized disclosure, access to, or use of the Client Data; (d) ensure the proper disposal of Client Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program be less stringent than the safeguards used by Client.

**Proprietary Rights.**

**No License.** Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, except as may be provided under a license specifically applicable to such Confidential Information.

**Customization Materials.** Service Provider acknowledges that the materials provided by Client for customization shall remain the sole and exclusive property of Client. Service Provider is provided a limited license to Customization Materials for the sole and exclusive purpose of providing the Services.

10.3 The provisions of this Section shall survive the termination of this Agreement.

**Cancellation-No Show.**

Service Provider incurs the cost of interpreters once they are booked for an assignment; for this reason, any assignments canceled or rescheduled with less than 25 hours' notice, will be billed in full. VRI cancellations must be made with the VRI Dispatcher at 1-877-428-3874

Standard wait time for the interpreter is 20 minutes per hourscheduled.

**General.**

**Relationship between Client and Service Provider.** Service Provider represents and warrants that it is an independent contractor with no authority to contract for Client or in any way to bind or to commit Client to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Client. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Client. In recognition of Service Provider's status as an independent contractor, Client shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff. Client shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Client.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to conflicts of law principles. The Parties hereby consent and submit to the jurisdiction of the state and federal courts in Osceola County, Florida in all questions and controversies arising out of this Agreement and agrees that Osceola County is the proper venue for resolution of all disputes. Both parties hereby waive any objection to personal jurisdiction or venue in any forum located in Osceola County.

**Attorneys' Fees and Costs.** In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.

**Compliance with Laws; Client Policies and Procedures.** Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Client policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.

**Cooperation.** Where agreement, approval, acceptance, consent, or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances so that each party may properly accomplish its obligations and responsibilities hereunder.



Service Provider will cooperate with any Client supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Client, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

**Force Majeure; Excused Performance.** Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event and inform the other party of its plans to resume performance, or performance by the delayed party will not be considered excused pursuant to this Section. Service Provider shall provide its current business continuity plan ("Business Continuity Plan") to Client upon Client request.

**Advertising and Publicity.** Service Provider shall not refer to Client directly or indirectly in any advertisement, news release, or publication without prior written approval from Client.

**No Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

**Notices.** Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

**Assignment of Agreement and Succession.** This Agreement may be assigned by Client to a third party only with the prior written approval of Service Provider. This Agreement may be succeeded by Client by merger, acquisition, etc. to a third party without the prior written approval of Service Provider. This Agreement may be assigned by Service Provider to a third party only with the prior written approval of Client. This Agreement may be succeeded by Service Provider by merger, acquisition, etc. to a third party without the prior written approval of Client. In the event of an assignment, the assigning party shall provide written notice of the assignment (which shall include the effective date of the assignment, the full name, physical address, mailing address and telephone number of the assignee) to all other parties no later than thirty (30) business days before the effective date of the assignment. In the event of succession, the party that is being succeeded by another (or its successor in the event that the succession is due to the death of a party that is an individual) shall provide written notice of the succession (which shall include the effective date of the succession, the full name, physical address, mailing address and telephone number of the successor) to all other parties no later than thirty (30) business days after the effective date of the succession. For the purposes of this Agreement, the terms "assigned", "assignment", and "assigning" mean transferring the rights and obligations herein (in whole or in part) to a third party in a manner through which the assignee is now a party to this Agreement in the place and stead of the assignor.

**Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

**Entire Agreement/Amendment.** This Agreement and any attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Client and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

**Cumulative Remedies.** All rights and remedies of the Parties herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

**Electronic Signature.** This Agreement may be signed electronically.

I have read the legal terms and agree to terms contained herein: \_\_\_\_\_

**ADDENDUM TO CONTRACT**

**This addendum is to be added to the American Sign Language Services Inc.'s On-Site Interpreting and Video Remote Interpreting Agreement with the City of Fruitland Park.**

**"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](mailto:ecoulson@fruitlandpark.org), 506 West Berckman Street, Fruitland Park, FL 34731."**

**By signing, you agree that you have read, understood and will comply with all terms, conditions and statements listed. This agreement must be approved by an authorized officer.**

**City of Fruitland Park**

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Title: Mayor

**ASL Services Inc.**

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Title:

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

**ITEM TITLE:** Resolution 2020-013 Budget Amendment  
BT2020-014 Police Radios

**For the Meeting of:** February 27, 2020

**Submitted by:** City Treasurer

**Date Submitted:** February 19, 2020

**Funds Required:** Yes \$21,000 – Radios’ Payment and  
Contingency

**Attachments:** Budget Amendment and Proposed  
Resolution

**Item Description:** Resolution 2020-013 - Budget Amendment  
BY2020-014 adds \$21,000 to the police department equipment purchase  
(01521-60640) and decreases contingency \$21,000 (01513-90990). This  
will leave a balance in contingency of \$44,000. The \$21,000 payment  
was not carried over from the police department budget from FY 2019  
to FY2020. It was an oversight and was excluded.

**Action to be Taken:** Adopt Resolution 2020-013

**Staff’s Recommendation:** Approve Resolution 2020-013 and  
BT2020-014 adding police radios to the  
budget.

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**

RESOLUTION 2020-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM CONTINGENCY TO POLICE EQUIPMENT PURCHASE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2019-20120 budget of the City of Fruitland Park was adopted on September 19, 2019; and

WHEREAS, funds are required for purchase of police radios; and;

WHEREAS, payment to Lake County for the police radios did not carry over to the FY2019-20 budget; and;

WHEREAS, the City Commission desires to amend the 2019-2020 Fiscal Year budget to increase the Police Equipment Purchase budget to \$21,000.

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

Section 1. The budget adopted on September 19, 2019; is amended as set forth in Exhibit "A" attached hereto.

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

PASSED AND RESOLVED this 27<sup>th</sup> day of February 2020 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 Mobillian \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Bell \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver  
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2020-014

To: CITY MANAGER

Date: 19-Feb-2020

Prepared by: Finance Director  
Department Head

Approved: [Signature]  
City Manager

REVENUES:

Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec

EXPENDITURES:

Object name & #	01513-90990 Contingeny	Amount: 21,000	Inc/Dec
Object name & #	01521-60640 PD Equipment Purchase	Amount: 21,000	Inc/Dec
Object name & #		Amount:	Inc/Dec
Object name & #		Amount:	Inc/Dec
Object name & #		Amount:	Inc/Dec
Object name & #		Amount:	Inc/Dec

Explanation: PD Radios' 10 annual payments to Lake County was not budgeted in FY2020

There is \$65,000 in contingency. This will leave \$44,000 in contingency.

Approved by Commission: 2/27/2020  
Date

City Clerk

City Finance Director

Mayor

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

**ITEM TITLE:** Public Hearing - Resolution 2020-012 FDEP SRF Adoption of Wastewater Plan for Urick Road Wastewater Force Main Improvements

**For the Meeting of:** February 27, 2020

**Submitted by:** City Treasurer

**Date Submitted:** December 8, 2019

**Funds Required:** No

**Attachments:** Proposed Resolution 2020-012; BESH's February 11, 2020 Proposal, Loan Analysis and Published Affidavit

**Item Description:** Resolution 2020-012 FDEP State Revolving Fund (SRF) Adoption of Wastewater Plan for Urick Road Wastewater Force Main Improvements. Fruitland Park is applying for an SRF loan for \$991,000 with 80% forgiveness for wastewater lines for Urick Street. The city will only have to pay back \$205,530. Developers (such as Leesburg Fruit's owner Dr Rufus Holloway) are anxious for the city to install wastewater connection lines in order that they may commence with their developments.

**Action to be Taken:** Adopt Resolution 2020-012

**Staff's Recommendation:** Approve Resolution 2020-012, State of Florida Department of Environmental Protection SRF adoption of a wastewater plan for Urick Road Wastewater Force Main Improvements

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

## **RESOLUTION 2020-012**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF URICK STREET WASTEWATER FORCE MAIN IMPROVEMENTS, EFFECTIVE THIS DATE

**WHEREAS**, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities; and Florida Administrative Code requires the formal authorization by City Commission to formally adopt a facility plan outlining necessary Urick Street Wastewater Force Main facility improvements to comply with State of Florida funding requirements; and

**WHEREAS**, formal adoption of the proposed Facility Plan is required for the City of Fruitland Park to participate in the State Revolving Loan Fund Program; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for the purpose of Urick Street Wastewater Force Main Improvements; and

**NOW THEREFORE BE IT RESOLVED** by the City Commission of the City of Fruitland Park, Florida formally approves and adopts the City of Fruitland Park Facility Plan as written and presented to the City Commission on this date, a copy of which is attached as **Exhibit A**.

**SECTION 1. FINDINGS.** The foregoing findings are incorporated herein by reference and made a part hereof.

**Section 2.** The City of Fruitland Park Florida, is authorized to approve the proposed Facility Plan.

**Section 3.** The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.

**Section 4.** The City Manager is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the wastewater facility improvements. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The City Manager is authorized to delegate responsibility to appropriate City Staff to carry out technical, financial, and administrative activities associated with the Facility Plan.

**Section 5.** The legal authority for adoption of this facility plan is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.



**Section 6.** All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**Section 7.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to be invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

**SECTION 8. EFFECTIVE DATE** This Resolution shall take effect upon its approval and adoption by the City Commission.

PASSED AND RESOLVED this 27<sup>th</sup> day of February 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND  
PARK, FLORIDA

\_\_\_\_\_  
CHRIS CHESHIRE, MAYOR

ATTEST:

\_\_\_\_\_  
ESTHER COULSON, CITY CLERK

Mayor Cheshire \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Vice Chairman Gunter \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Mobilian \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Bell \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Approved as to form:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**ENGINEERING PROPOSAL/AGREEMENT**  
**FOR**  
**CITY OF FRUITLAND PARK**  
**LAKE COUNTY, FLORIDA**  
**FOR**  
**URICK STREET FORCE MAIN EXTENSION**

**ENGINEERS:**

BOOTH, ERN, STRAUGHAN & HIOTT, INC.  
902 North Sinclair Avenue  
Tavares, Florida 32778  
(352) 343-8481 - Phone  
(352) 343-8495 - Fax  
[ern@besandh.com](mailto:ern@besandh.com)

**CLIENT:**

Gary LaVenía, City Manager  
City of Fruitland Park  
506 W. Berckman Street  
Fruitland Park, Florida 34731  
(352) 360-6727 - Phone  
(352) 360-6686 - Fax  
[Glavenia@fruitlandpark.org](mailto:Glavenia@fruitlandpark.org)

PROJECT: City of Fruitland Park, Urick Street Force Main Extension  
CLIENT: City of Fruitland Park  
DATE: February 11, 2020

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## ENGINEERING SERVICES PROPOSAL/AGREEMENT

**Scope:** To provide engineering services to design, permit, bid, and construct approximately 11,500 linear feet of 10" and 8" Force Mains from Poinsettia Avenue to Rose Avenue to Berckman Street to CR 468 to Urick Street to Thomas Avenue.

### **TASK 001 LOCATING SERVICES**

BESH will coordinate with Precise Locating Services, Inc. Precise Locating Services, Inc. will provide technicians, equipment, and tools to designate the horizontal positions for, but not limited to, Gas, Buried Power, Water, F.M. Sewer, CATV, Fiber and Telephone, starting at CR 25 West on Urick Street to CR 468, North on CR 468 to Hall Street, then West on Hall Street to Poinsettia Avenue. Route is approximately 11,500 feet.

**Fee: \$27,250.00**

This estimate does not include lane closure, permits, or bonds.

### **TASK 002 ROUTE SURVEY**

Prepare a Route Survey for the extension of proposed force main in the City of Fruitland Park. Route will begin at the intersection of Poinsettia Avenue and Hall Street and proceed East to Rose Avenue. Route will then proceed Southerly along Rose Avenue and County Road 468 to the intersection of Urick Street. Route will then proceed Easterly along Urick Street and end at the intersection with S. Dixie Avenue (Thomas Avenue). (SEE SPECIFIC SURVEY AREAS OF ROUTE LISTED BELOW = APPROXIMATE LENGTH = 11,500 FEET). It is understood that adequate topographic coverage will be collected approximately 5 to 10 feet beyond the route corridor. The survey will include spot elevations to determine 1 foot contour intervals. The survey will also include establishing all of the public rights of way along the stated roadways. All surface improvements will be located within the right of way, including evidence of utilities flagged or marked by others, above ground utilities, driveways, sidewalks, mail boxes, fences, and trees. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey. (UPON COMMENCEMENT OF WORK, PLEASE MAKE SURE THE UTILITIES ARE FLAGGED AND VISIBLE). The total linear feet is approximately 11,500 feet.

**Fee: \$41,250.00**

\*Estimated completion is 35-40 business days upon receipt of a notice to proceed.  
There are no public schools near the proximity of this project.

### **TASK 003 ENGINEERING**

Prepare final engineering drawings for the proposed force main extension along Hall Street from Poinsettia Avenue Eastward to Rose Avenue, along Rose Avenue Southward to Berckman Street, along Berckman Street Westward to CR 468, along CR 468 Southward to Urick Street, and along Urick Street Eastward to Thomas Avenue, approximately 11,500 linear feet. Plans to include cover sheet, 30 scale plan view design drawings with aerial background, erosion control plan, and force main details.

**Fee: \$30,500.00**

PROJECT: City of Fruitland Park, Urick Street Force Main Extension  
CLIENT: City of Fruitland Park  
DATE: February 11, 2020

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**TASK 004 PERMITTING**

- A. Prepare and submit application and supporting documents to Florida Department of Environmental Protection for General Wastewater permit application
- B. Prepare and submit an application to Lake County for a Right of Way Permit.

**Fee: \$8,500.00**

Note: This task includes attendance at meetings as necessary and response to questions to obtain permits.

**TASK 005 CONSTRUCTION ADMINISTRATION/BIDDING ASSISTANCE**

- A. Construction Specifications/Bid Documents

Services to include preparation of construction contract bid documents and prepare final bid evaluations with recommendations to client. Booth, Em, Straughan & Hiott, Inc., shall also prepare final contract documents between Owner and Contractor. Services also includes pre-construction meeting.

Note: The City of Fruitland Park is responsible for advertising the bidding of this project.

- B. Construction Administration

Booth, Em Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Em Straughan & Hiott, Inc., will make three (3) site visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Em Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and field survey as-builts to be provided by Contractor, Booth, Em Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the following State and local agencies as required:

- 1. Lake County
- 2. Florida Department of Environmental Protection.

**Fee: \$16,500.00**

PROJECT: City of Fruitland Park, Urick Street Force Main Extension  
CLIENT: City of Fruitland Park  
DATE: February 11, 2020

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**SUMMARY FEE SCHEDULE**

TASK 001	\$ 27,250.00
TASK 002	\$ 41,250.00
TASK 003	30,500.00
TASK 004	8,500.00
TASK 005	\$ 16,500.00
<b>TOTAL</b>	<b>\$ 124,000.00</b>

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Boundary Survey
2. Topography Survey
3. Geotechnical Investigations
4. NPDES Permitting
5. Sketch and Legals
6. Threatened and Endangered Species Study
7. Advance of permit fees, impact fees, title search fees, recording or advertising fees
8. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., blueprints, copies, mylars, reproductions, postage, etc.
9. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional requests will be billed on an hourly basis based on the attached hourly rate schedule.

**HOURLY RATE SCHEDULE  
(2020)**

Professional Services shall be charged at the following rate schedule:

**ENGINEERING**

PROFESSIONAL ENGINEER (PRINCIPAL)	\$180.00/HOUR
PROFESSIONAL ENGINEER	\$150.00/HOUR
PROJECT ENGINEER	\$120.00/HOUR
ENGINEER TECHNICIAN I	\$110.00/HOUR
ENGINEER TECHNICIAN II	\$85.00/HOUR
BUILDING INSPECTOR	\$75.00/HOUR
CONSTRUCTION ENGINEER	\$95.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

**SURVEYING**

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
4 MAN FIELD CREW	\$195.00/HOUR
3 MAN FIELD CREW	\$155.00/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

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**

Black & White

11 x 17.....\$1.25  
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00  
24 x 36.....\$6.00

**Black & White Copies**

8 ½ x 11.....\$0.10  
8 ½ x 14.....\$0.10  
11 x 17.....\$0.20

**Color Copies**

8 ½ x 11.....\$0.25  
8 ½ x 14.....\$0.25  
11 x 17.....\$0.45

**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**

Fax/Scan.....\$0.05/Page  
Postage (Fed-Ex, Certified Mail, Etc)... @ cost  
Concrete Monuments..... \$11.00  
Rebar..... \$2.00  
Mileage (T/M Projects Only)..... \$0.59

## 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 City of Fruitland Park ("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 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 be 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 31<sup>st</sup> 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 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 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. In the event that any check tendered by client is returned for any reason, Client shall be obligated to pay a returned check fee to BESH in one of the following amounts, whichever is greatest: the sum of \$50.00, the amount charged to BESH by the bank, or 5% of the face amount of the check.

**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, 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 supercedes 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, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL 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 EMPLOYEES OR AGENTS 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](mailto:ecoulson@fruitlandpark.org), 506 West Berckman Street, Fruitland Park, FL 34731.

**AUTHORIZATION TO PROCEED**

**PROPOSAL FOR ENGINEERING, SURVEYING & PERMITTING 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 Amount: \$ \_\_\_\_\_

THIS PROPOSAL/AGREEMENT ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

**Booth, Ern, Straughan & Hiott, Inc.**

**Client**

Signature  \_\_\_\_\_

Signature \_\_\_\_\_

By: Robert A. Ern, Jr., P.E.

By: \_\_\_\_\_

Title: Vice-President

Title: \_\_\_\_\_

## 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:

# City of Fruitland Park

## State Revolving Fund Planning Document For Urick Street Force Main Extension



**December 2019**

**ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS**

902 North Sinclair Avenue ♦ Tavares, Florida 32778

Phone: 352.343.8481 ♦ Fax: 352.343.8495

E-Mail: [Info@besandh.com](mailto:Info@besandh.com) ♦ [www.besandh.com](http://www.besandh.com)

# Section 1: Executive Summary

This planning document was prepared in accordance with the requirements of the Florida Department of Environmental Protection (FDEP) in support of obtaining State Revolving Fund (SRF) loan funding from the clean water section. The planning area includes the City of Fruitland Park's wastewater service area. A wastewater force main serving the Urick Street area was evaluated with the goal of improving access to the City of Fruitland Park's wastewater system.

## 1.1 Project Description

Wastewater collected in the City of Fruitland Park is collected in the municipal sewer system and pumped to the Town of Lady Lake for treatment, or treated on-site where it is generated either in septic tanks or private package wastewater treatment plants. The Fruitland Acres apartment complex currently operates a private package wastewater treatment plant that is failing. Numerous property owners in the vicinity of Urick Street have contacted the City with a desire to develop single family residences, an assisted living facility, and commercial space. Municipal sewer service is currently not available in this area. This project will construct a force main to serve this currently unsewered area of the City.

## 1.2 Justification for Project

The private wastewater treatment plant at the Fruitland Acres apartment complex is in need of significant repair or replacement. Extending sanitary sewer service to the complex provides a cost-effective solution that consolidates treatment and removes a small package wastewater treatment plant from service. The wastewater force main extension will also allow for residential and commercial development in the City of Fruitland Park, leading to additional economic development.

## 1.3 Project Location

The project is located in Lake County along Rose Avenue, Berckman Street, County Road 468, and Urick Street. A location map is presented in **Figure 1-1**.

## 1.4 Scope of Planning Document

The planning document was developed to assess potential options for the construction of a wastewater force main to service the Urick Street area.



# Section 2: Cost Comparison

## 2.1 Development of Alternatives

The goal of the project is to construct a wastewater force main to serve the Urick Street Area. Alternatives were evaluated on both their ability to meet the future needs of the community and the initial capital costs. The three alternatives selected for further evaluation are:

- Alternative 1 – No Action
- Alternative 2 – Dixie Avenue Force Main Route
- Alternative 3 – County Road 468 Force Main Route

## 2.2 Alternative 1 – No Action

Under this alternative the City of Fruitland Park would not construct a wastewater force main.

### 2.2.1 Description of Alternative

The proposed force main would not be constructed. The existing failing package wastewater treatment plant would remain in service. Additional development in the Urick Road area would be constructed using septic tanks.

### 2.2.2 Effectiveness of Alternative

This alternative is not feasible as it does not address the issue of the failing package wastewater treatment plant at Fruitland Acres.

### 2.2.3 Cost of Alternative

As the no action alternative would not adequately provide service to the City's existing users a cost analysis was not prepared.

## 2.3 Alternative 2 – Dixie Avenue Force Main Route

Under this alternative the force main would be constructed primarily along a route following Dixie Avenue.

### 2.3.1 Description of Alternative

An 8" diameter wastewater force main would be constructed on Urick Street running east from Olive Avenue to Dixie Avenue, before turning to run north along Dixie Avenue to Lift Station No. 3 on the corner of Shiloh Street. Lift Station No. 3 would be upgraded to provide larger pumps, electrical service, and generator to accommodate the additional flow from the force main. A map showing the route proposed in this alternative is presented as **Figure 2-1**.

### 2.3.2 Effectiveness of Alternative

Construction of the force main along the Dixie Avenue route would allow for the connection of the Fruitland Acres apartment complex to the City's municipal wastewater treatment system, eliminating the failing private package wastewater treatment plant. However, the Dixie Avenue route follows a heavily congested right of way leading to additional restoration and a higher capital cost.

### 2.3.3 Cost of Alternative

The opinion of probable construction cost for this alternative is approximately \$914,500, with a present worth cost of \$1,122,092. A complete summary of the cost of the Alternative is presented in **Appendix A**.

## 2.4 Alternative 3 – County Road 468 Force Main Route

Under this alternative the City of Fruitland Park would construct a wastewater force main along a route primarily following County Road 468.

### 2.4.1 Description of Alternative

An 8" wastewater force main would be constructed along Urick Street from the intersection with Dixie Avenue to County Road 468. At that point the force main would increase in size to 10" before turning north and running along County Road 468, Willard Avenue, and Rose Avenue before connecting to an existing City force main at the intersection of Rose Avenue and County Road 466A (Miller Street). A map showing the route proposed in this alternative is presented as **Figure 2-2**.

### 2.4.2 Effectiveness of Alternative

Construction of the force main along the County Road 468 route would allow for the connection of the Fruitland Acres apartment complex to the City's municipal wastewater treatment system, eliminating the failing private package wastewater treatment plant. Additionally, this route would allow for additional development within the City's wastewater service area to connect to municipal sewer service.

### 2.4.3 Cost of Alternative

The opinion of probable construction cost for this alternative is approximately \$861,000, with a present worth cost of \$950,600. A complete summary of the cost of the Alternative is presented in **Appendix A**.

# Section 3: Environmental Effects

An environmental investigation was not performed as part of this evaluation as the construction will occur within public rights of way which have already been heavily altered by the construction of the adjacent roadway. A summary of the anticipated environmental benefits and impacts is presented below.

## 3.1 Environmental Benefits

Fruitland Acres is a 36 unit apartment complex currently served by a private package wastewater treatment plant that is failing. This project would allow for consolidation of the wastewater treatment system, by removing the failing package plant and providing municipal wastewater service to the community. The extension of the wastewater force main would also prevent the construction of additional septic tanks in the area with the inevitable future development, protecting groundwater supplies.

## 3.2 Environmental Impacts

Construction of a wastewater force main along Urick Road, County Road 468, Willard Avenue, and Rose Avenue will occur within existing rights of way. An environmental assessment was not conducted as the right of way has already been heavily impacted by the adjacent roadway construction. A list of threatened, endangered, proposed, and candidate species is included in **Appendix B**.

### 3.2.1 Impacts on Flora and Fauna

While a formal environmental assessment was not conducted, construction will occur within the existing road right of way which has already been heavily impacted by the adjacent roadway construction. No significant impacts on flora and fauna are anticipated.

### 3.2.2 Impacts on Surface Water Bodies and Wetlands

There are no surface water bodies or wetlands located in the right of way or within 25 feet of the right of way. No adverse impacts on surface water bodies or wetlands are anticipated as part of this project.

## 3.3 Impact on Minority and Low Income Communities

No impacts on minority or low income communities are anticipated as the proposed improvements will be constructed within the existing right-of-way through primarily undeveloped or commercially zoned land. Upon completion of construction the majority of the improvements will also be buried with little visual impact on the surrounding communities.

# Section 4: Selected Alternatives

The alternative selected for implementation is Alternative 3 – County Road 468 Force Main route. A detailed summary of the selected alternative is presented below.

## 4.1 Existing Utilities

The City of Fruitland Park has an existing 10” wastewater force main the runs along County Road 466A (Miller Street) from Rose Avenue to the western City limits. This force main discharges directly to the City’s old wastewater treatment plant site, which now serves as a repump facility to send wastewater to the Town of Lady Lake for treatment.

## 4.2 Recommended Utility Improvements

The recommended alternative includes the construction of a wastewater force main along Urick Street, County Road 468, Willard Avenue, and Rose Avenue to County Road 466A where it will tie-in to the existing 10” force main. Construction of the wastewater force main will specifically include:

- Construction of approximately 4,000 linear feet of 8” wastewater force main.
- Construction of approximately 5,900 linear feet of 10” wastewater force main.

The project will be constructed within Lake County and City of Fruitland Park right of way. Piping will be PVC installed using open cut installation, with the exception of directional bores using HDPE piping when crossing roadways.

## 4.3 Opinion of Probable Construction Cost

The total opinion of probable construction cost for the projects included within this planning document is \$861,000, which includes a 15 percent contingency. A summary of the opinion of probable construction cost and present worth cost for the selected alternative is presented in **Table 4-1**. A detailed summary of the opinion of probable construction costs and present worth costs is presented in **Appendix A**.

**Table 4-1: Opinion of Probable Construction Cost Summary**

Alternative	Clean Water SRF	Total Present Worth
County Road 468 Route	\$861,000	\$950,600

# Section 5: Public Participation Process

## 5.1 Advertisement of Public Meeting

A discussion of the recommended alternative was advertised as part of the regular City Council meeting on December XX, 2019. The agenda included presentation of the selected recommended alternative, capital costs of constructing the project, and the impact on user charges. A copy of the public meeting notice is included as **Appendix C**.

## 5.2 Input from the Public

No comments were received from the public regarding this project.

# Section 6: Financial Feasibility

## 6.1 Revenue Sources

The City provides water and wastewater service to customers within the City limits. Currently the City serves X,XXX residential and XXX commercial customers. Projected operating revenue for the next three fiscal years is presented in **Table 6-1**.

**Table 6-1: Projected Operating Revenue**

Projected Operating Revenues	FY 2020	FY 2021	FY 2022
Water Rates			
Wastewater Rates			
Fees and Services			
Interest Income			
<b>Total Operating Revenue</b>			

## 6.2 User Charge System

The City bills its customers based on consumption with a tiered rate structure with higher rates for higher levels of consumption. A rate increase was passed on June 13, 2019 as Resolution XX-XX. Rates increases effective October 1, 2020 and October 1, 2021 were included in the resolution. A summary of the water and wastewater rates effective October 1, 2021 is presented in **Table 6-2** below.

**Table 6-2: Water and Wastewater Rates Effective October 1, 2021**

Residential Rate	Water	Wastewater
Base Charge	\$17.10	\$25.00
Block 1 Per 1,000 Gallons	\$3.03	\$5.26
Block 2 Per 1,000 Gallons	\$6.06	N/A
Block 3 Per 1,000 Gallons	\$9.09	N/A
Block 4 Per 1,000 Gallons	\$12.12	N/A
Surcharge Outside City	25%	

## 6.3 Capital Financing Plan

A capital financing plan was prepared in support of the SRF loan requested for the construction of the improvements recommended as part of this planning document. The rates scheduled that took effect on XX are anticipated to be sufficient to cover all debt service. The complete Clean Water SRF Capital Financing Plan is included as **Appendix D**.

# Section 7: Implementation Schedule

The City of Fruitland Park intends to pursue design and construction loans for the Urick Road force main project through the Clean Water State Revolving Loan Fund Program. The major milestones for the implementation of the project are presented below:

- December 2019 – Submit SRF Planning Document & Request for Inclusion
- February 2020 – SRF Priority List Meeting for Design Loan
- March 2020 through June 2020 - Final Design of Recommended Alternative
- June 2020 – Obtain Permits from FDEP & Lake County
- June 2020 – Submit Plans, Specifications, and Permits to FDEP SRF
- August 2020 – SRF Priority List Meeting for Construction Loan
- August 2020 – Advertise for Bids
- October 2020 – Award Construction Contract
- November 2021 through June 2022 – Construction
- July 2022 – Closeout and Certification of Completion
- January 2023 – Begin SRF Loan Repayments to FDEP



## Section 8: Adopting Resolution

Resolution No. XX entitled “A resolution of the City Commission of the City of Fruitland Park, Florida, relating to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF), adoption of the wastewater facility plan for the implementation of Urick Road Wastewater Force Main improvements, effective this date” was unanimously approved by the City Commission on December XX, 2019. A copy of the executed resolution is included as **Appendix E**.

# **APPENDIX A**

## **COST ESTIMATE**

**Appendix A**  
**City of Fruitland Park**  
**Clean Water State Revolving Fund**  
**Engineer's Estimate of Probable Cost**  
**Urick Road Wastewater Force Main**  
**Alternate 2 - Dixie Avenue Route**  
**November 2019**

<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Price</b>
1	Mobilization	1	LS	\$20,000	\$20,000
2	110% Payment and Performance Bond	1	LS	\$12,000	\$12,000
3	Maintenance of Traffic	1	LS	\$7,500	\$7,500
4	Survey/As-Builts	1	LS	\$15,000	\$15,000
5	8" C900 PVC Force Main	9,700	LF	\$45	\$436,500
6	8" Plug Valve and Box	10	EA	\$3,500	\$35,000
7	DIP Fittings	1	LS	\$20,000	\$20,000
8	12" x 4" Tapping Sleeve and Valve	1	EA	\$8,000	\$8,000
9	Combination Air Release Assembly	4	EA	\$9,500	\$38,000
10	Pressure Test Piping	1	LS	\$5,000	\$5,000
11	Density Testing	1	LS	\$7,000	\$7,000
12	Silt Fence	9,900	LF	\$3	\$29,700
13	Open Cut & Repair Asphalt	30	SY	\$60	\$1,800
14	Sod	11,000	SY	\$4	\$44,000
15	Lift Station Modifications	1	LS	\$80,000	\$80,000
16	Lift Station Generator	1	LS	\$35,000	\$35,000
	<b>Subtotal</b>				<b>\$794,500</b>
	Contingency @ 15%				\$120,000
	<b>Subtotal</b>				<b>\$914,500</b>
	Engineering/Surveying @ 15%				\$138,000
	<b>Estimated Total</b>				<b>\$1,052,500</b>

Please note that any opinion of the construction cost estimate prepared by BESH represents its judgement as a design professional and is supplied solely for the general guidance of the client, since BESH has no control over the actual cost of labor and materials, or over competitive bidding, or market conditions. BESH does not guarantee the accuracy of such opinion as compared to contractor bids or actual costs to the client.

**Appendix A**  
**City of Fruitland Park**  
**Clean Water State Revolving Fund**  
**Engineer's Estimate of Probable Cost**  
**Urick Road Wastewater Force Main**  
**Alternate 3 - County Road 468 Route**  
**November 2019**

<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Price</b>
1	Mobilization	1	LS	\$15,000	\$15,000
2	110% Payment and Performance Bond	1	LS	\$10,000	\$10,000
3	Maintenance of Traffic	1	LS	\$7,500	\$7,500
4	Survey/As-Builts	1	LS	\$15,000	\$15,000
5	8" C900 PVC Force Main	4,000	LF	\$45	\$180,000
6	10" C900 PVC Force Main	5,900	LF	\$55	\$324,500
7	8" Plug Valve and Box	4	EA	\$3,500	\$14,000
8	10" Plug Valve and Box	6	EA	\$5,000	\$30,000
9	DIP Fittings	1	LS	\$20,000	\$20,000
10	12" x 4" Tapping Sleeve and Valve	1	EA	\$8,000	\$8,000
11	Combination Air Release Assembly	4	EA	\$9,500	\$38,000
12	Pressure Test Piping	1	LS	\$5,000	\$5,000
13	Density Testing	1	LS	\$7,000	\$7,000
14	Silt Fence	9,900	LF	\$3	\$29,700
15	Open Cut & Repair Asphalt	5	SY	\$60	\$300
16	Sod	11,000	SY	\$4	\$44,000
	<b>Subtotal</b>				<b>\$748,000</b>
	Contingency @ 15%				\$113,000
	<b>Subtotal</b>				<b>\$861,000</b>
	Engineering/Surveying @ 15%				\$130,000
	<b>Estimated Total</b>				<b>\$991,000</b>

Please note that any opinion of the construction cost estimate prepared by BESH represents its judgement as a design professional and is supplied solely for the general guidance of the client, since BESH has no control over the actual cost of labor and materials, or over competitive bidding, or market conditions. BESH does not guarantee the accuracy of such opinion as compared to contractor bids or actual costs to the client.

**Appendix A**  
**Present Worth Cost Analysis**  
**Clean Water State Revolving Fund**  
**Urlick Road Wastewater Force Main**  
**November 2019**

**Alternative 2: Dixie Avenue Route**

Capital Cost	\$914,500
Salvage Value	\$0
Operations & Maintenance Costs	\$9,267
Present Worth Cost	\$1,122,092

**Assumptions:**

Interest Rate	2%
Life Cycle (yrs)	30
Present Worth Factor	22.4
Pump Motor HP Increase	10
Electric Cost	\$0.10
Average Daily Pump Run Time	12
Annual Maintenance	\$6,000

**Alternative 3: County Road 468 Route**

Capital Cost	\$861,000
Salvage Value	\$0
Operations & Maintenance Costs	\$4,000
Present Worth Cost	\$950,600

**Assumptions:**

Interest Rate	2%
Life Cycle (yrs)	30
Present Worth Factor	22.4
Annual Maintenance	\$4,000

# **APPENDIX B**

## **Threatened, Endangered, Proposed, and Candidate Species**



Search  Search here  Search FWS  Search DOI

- Welcome
- Our Strategic Plan
- Area of Responsibility
- Our Office Location
- Contact Us
- Current News Releases
- News Archives
- Landowner Tools
- Programs and Resources
- Partners for Fish and Wildlife
- Coastal Program
- Habitat Conservation Plans
- Federally-listed Species in Florida
- Students & Teachers
- Related Sites of Interest

### Key North Florida Species

- Bald Eagle
- Florida Manatee
- Eastern Indigo Snake
- Florida Scrub-Jay
- Sand Skinks
- Sea Turtles
- Whooping Crane
- Wood Stork

### General Information

- Hunting-Fishing Licenses & Permits

## Federally Listed Species in Lake County, Florida

This information is provided as a guide to project planning, and is not a substitute for site-specific surveys. Such surveys may be needed to assess species' presence or absence, as well as the extent of project effects on listed species and/or designated critical habitat.

The following table lists those federally-listed species known to be present in the county.  
Code Key: E = Endangered, T = Threatened, CH = Critical Habitat Designated, C = Candidate <sup>Note 1</sup>

Category	Species Common Name	Species Scientific Name	Code
<b>Mammals</b>	West Indian (Florida) Manatee	<i>Trichechus manatus latirostris</i>	E/CH
<b>Birds</b>	Everglade Snail Kite	<i>Rostrhamus sociabilis plumbeus</i>	E
	Florida Scrub-jay	<i>Aphelocoma coerulescens</i>	T
	Wood Stork	<i>Mycteria americana</i>	E
	Red-cockaded Woodpecker	<i>Picoides borealis</i>	E
<b>Fish</b>	None		
<b>Reptiles</b>	Gopher Tortoise	<i>Gopherus polyphemus</i>	C
	Sand Skink	<i>Neoseps reynoldsi</i>	T
	Eastern Indigo Snake	<i>Dymarchon corais couperi</i>	T
<b>Amphibians</b>	Striped Newt	<i>Notophthalmus perstriatus</i>	C
<b>Mollusks</b>	None		
<b>Crustaceans</b>	None		
<b>Plants</b>	Britton's Beargrass	<i>Nolina brittoniana</i>	E
	Florida Bonamia	<i>Bonamia grandiflora</i>	T
	Pygmy Fringetree	<i>Chionanthus pygmaeus</i>	E
	Scrub Plum	<i>Prunus geniculata</i>	E
	Lewton's Polygala	<i>Polygala lewtonii</i>	E
	Wide-leaf Warea	<i>Warea Amplexifolia</i>	E
	Papery Whitlow-wort	<i>Paronychia chartacea</i> (= <i>Nyachia pulvinata</i> )	T
	Scrub Wild Buckwheat	<i>Eriogonum longifolium</i> var. <i>gnaphalifolium</i>	T
	Pigeon Wings	<i>Clitoria fragrans</i>	T

▶ [Home](#) ▶ [Species: North Florida County](#) ▶ [Species: South Florida County](#) ▶ [Species: Panhandle County](#)

For a list of State species by county use the Florida Natural Areas Inventory's Tracking Lists at <http://www.fnai.org/trackinglist.cfm>

For State listed species details, please go to <http://myfwc.com/imperiledspecies/>

Note 1. Candidate species receive no statutory protection under the ESA. The FWS encourages cooperative conservation efforts for these species because they are, by definition, species that may warrant future protection under the ESA.

**NOTE:** Bald eagles were removed from the endangered species list in June 2007 because their populations recovered sufficiently. However, the protections under the Bald and Golden Eagle Act (Eagle Act) continue to apply. Please see the eagle information on our [Landowner Tools](#) page or our national website at <http://www.fws.gov/migratorybirds/baldeagle.htm> for information regarding new permit requirements under the Eagle Act.

# **APPENDIX C**

## **PUBLIC MEETING ADVERTISEMENT**



# **APPENDIX D**

# **CLEAN WATER SRF CAPITAL FINANCING PLAN**

# **APPENDIX E**

## **ADOPTING RESOLUTION**

**ASSUMPTIONS THAT COULD BE CHANGED ARE IN BLUE**

Year

2020

SRF Debt Obligation

Clean Water SRF Loan for Urick Street Force Main Extension

Capital Cost

\$200,000

\$200,000

Interest Rate	Construction Period (Years)	Debt Coverage Factor
1.0%	1.5	115%

## **ATTACHMENTS**

<b>ATTACHMENT A</b>	<b>Adopted Water and Sewer Rate Ordinances</b>
<b>ATTACHMENT B</b>	<b>Repayment Schedule for Prior and Parity Liens</b>
<b>ATTACHMENT B(1)</b>	<b>Estimate of Proposed State Revolving Fund (SRF) Loan Debt Service: Clean Water SRF Loan for Urick Street Force Main Extension</b>
<b>ATTACHMENT B(2)</b>	<b>Estimated Payments for Clean Water SRF Loan for Urick Street Force Main Extension</b>
<b>ATTACHMENT C</b>	<b>Audited Fiscal Year 2018 Statement of Revenues, Expenses, and Changes in Fund Net Position</b>
<b>ATTACHMENT D</b>	<b>Unaudited Fiscal Year 2019 Financial Results</b>
<b>ATTACHMENT E</b>	<b>Notes to "Schedule of Actual Revenues and Debt Coverage"</b>
<b>ATTACHMENT F</b>	<b>Notes to "Schedule of Projected Revenues and Debt Coverage for Pledged Revenue"</b>

**Schedule of Actual Revenues and Debt Coverage for Pledged Revenue**

Line No.	Application Reference	Description	Fiscal Year	
			2018 [1]	2019 [2]
	(a)	Operating Revenues:		
1		Water User Rate Revenue	\$703,842	\$740,485
2		Wastewater User Rate Revenue	\$136,620	\$177,260
3		Other Operating Revenue	\$102,737	\$130,332
4	(a)	Water and Wastewater Operating Revenue	\$943,199	\$1,048,076
5	(b)	Interest Income	\$19,018	\$4,509
	(c)	Other Incomes or Revenues		
6		Water Connection Fees / Impact Fees	\$55,251	\$111,541
7		Sewer Connection Fees / Impact Fees	\$31,823	\$247,407
8	(d)	Total Revenues	\$1,049,291	\$1,411,534
		Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)		
9	(e)		783,321	1,189,714
10	(f)	Net Revenues [(f) = (d) - (e)]	\$265,970	\$221,820
11	(g)	Debt Service (including coverage) Excluding SRF Loans	\$14,186	\$14,186
12	(h)	Debt Service (including coverage) for Outstanding SRF Loans	\$158,319	\$158,319
13	(i)	Net Revenues After Debt Service (i = f - g - h)	\$93,465	\$49,315

Footnotes:

[1] Based on information contained in the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending September 30, 2018.

[2] Based on information contained in the City's unaudited operating results for the Fiscal Year 2019.

**ATTACHMENT B**

**SCHEDULE OF PRIOR AND PARITY LIENS**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Include all existing and projected liens on the system. Use additional pages as necessary.

Identify Each Obligation		Coverage	Insured?
#1	Clean Water State Revolving Fund Loan Agreement WW91204P	115%	N/A
#2	Clean Water State Revolving Fund Construction Loan Agreement WW91203S	115%	N/A
#3	Promissory Note FPN 238395-4-52-01, SR 500, Lake County (Department of Transportation Hardship Loan)	100%	N/A
#4	<b>Clean Water State Revolving Fund Loan for Urick Street Force Main Extension (THIS LOAN)</b>	115%	N/A

**Annual Debt Service (Principal Plus Interest)**

Fiscal Year	#1	#2	#3	#4	#5	#6	#7	#8	Total Non-SRF Debt Service w/coverage	Total SRF Debt Service w/coverage
2018	\$16,330	\$121,338	\$14,186	\$0	\$0	\$0	\$0	\$0	\$14,186	\$158,319
2019	\$16,330	\$121,338	\$14,186	\$0	\$0	\$0	\$0	\$0	\$14,186	\$158,319
2020	\$16,330	\$121,338	\$14,186	\$0	\$0	\$0	\$0	\$0	\$14,186	\$158,319
2021	\$16,330	\$121,338	\$14,186	\$0	\$0	\$0	\$0	\$0	\$14,186	\$158,319
2022	\$16,330	\$121,338	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$171,387
2023	\$16,330	\$121,338	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$171,387
2024	\$16,330	\$121,329	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$171,377
2025	\$16,330	\$121,338	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$171,387
2026	\$8,165	\$60,669	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$92,228
2027	\$0	\$0	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$13,069
2028	\$0	\$0	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$13,069
2029	\$0	\$0	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$13,069
2030	\$0	\$0	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$13,069
2031	\$0	\$0	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$13,069
2032	\$0	\$0	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$13,069
2033	\$0	\$0	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$13,069
2034	\$0	\$0	\$14,186	\$11,364	\$0	\$0	\$0	\$0	\$14,186	\$13,069

Supporting debt service schedules on Attachments D(1) through D(10).

**ATTACHMENT B**

**City of Fruitland Park, Florida**

**Repayment Schedule for Prior and Parity Liens**

Line No.	Fiscal Year Ending Sept. 30,	Clean Water State Revolving Fund Loan Agreement WW91204P									
		Beginning Principal Outstanding	Payment			Payment Allocation				Total Payment with Coverage (115%)	Ending Principal Outstanding
			Principal	Interest	Total	Water	Wastewater	Percentage Water	Percentage Wastewater		
1	2006	\$240,718	\$4,359	\$3,806	\$8,165	\$0	\$8,165	0.0%	100.0%	\$9,390	\$236,359
2	2007	236,359	8,926	7,404	16,330	0	16,330	0.0%	100.0%	18,780	227,433
3	2008	227,433	9,210	7,120	16,330	0	16,330	0.0%	100.0%	18,780	218,223
4	2009	218,223	9,506	6,824	16,330	0	16,330	0.0%	100.0%	18,780	208,717
5	2010	208,717	9,811	6,519	16,330	0	16,330	0.0%	100.0%	18,780	198,906
6	2011	198,906	10,124	6,206	16,330	0	16,330	0.0%	100.0%	18,780	188,782
7	2012	188,782	10,446	5,884	16,330	0	16,330	0.0%	100.0%	18,780	178,336
8	2013	178,336	10,779	5,551	16,330	0	16,330	0.0%	100.0%	18,780	167,557
9	2014	167,557	11,122	5,208	16,330	0	16,330	0.0%	100.0%	18,780	156,434
10	2015	156,434	11,477	4,853	16,330	0	16,330	0.0%	100.0%	18,780	144,957
11	2016	144,957	11,842	4,488	16,330	0	16,330	0.0%	100.0%	18,780	133,115
12	2017	133,115	12,219	4,111	16,330	0	16,330	0.0%	100.0%	18,780	120,896
13	2018	120,896	12,609	3,721	16,330	0	16,330	0.0%	100.0%	18,780	108,287
14	2019	108,287	13,010	3,320	16,330	0	16,330	0.0%	100.0%	18,780	95,277
15	2020	95,277	13,424	2,906	16,330	0	16,330	0.0%	100.0%	18,780	81,853
16	2021	81,853	13,852	2,478	16,330	0	16,330	0.0%	100.0%	18,780	68,001
17	2022	68,001	14,293	2,037	16,330	0	16,330	0.0%	100.0%	18,780	53,708
18	2023	53,708	14,748	1,582	16,330	0	16,330	0.0%	100.0%	18,780	38,959
19	2024	38,959	15,218	1,112	16,330	0	16,330	0.0%	100.0%	18,780	23,741
20	2025	23,741	15,703	627	16,330	0	16,330	0.0%	100.0%	18,780	8,038
21	2026	8,038	8,038	127	8,165	0	8,165	0.0%	100.0%	9,390	0
22	2027	0	0	0	0	0	0	0.0%	100.0%	0	0
23	2028	0	0	0	0	0	0	0.0%	100.0%	0	0
24	2029	0	0	0	0	0	0	0.0%	100.0%	0	0
25			<u>\$240,718</u>	<u>\$85,882</u>	<u>\$326,600</u>	<u>\$0</u>	<u>\$326,600</u>			<u>\$375,591</u>	



**ATTACHMENT B**

**City of Fruitland Park, Florida**

**Repayment Schedule for Prior and Parity Liens**

		<b>Clean Water State Revolving Fund Construction Loan Agreement WW91203S</b>									
Fiscal Year	Ending Sept. 30,	Beginning Principal Outstanding	Payment			Payment Allocation				Total Payment with Coverage (115%)	Ending Principal Outstanding
			Principal	Interest	Total	Water	Wastewater	Percentage Water	Percentage Wastewater		
26	2006	\$1,951,787	\$46,428	\$30,161	\$76,589	\$0	\$76,589	0.0%	100.0%	\$88,077	\$1,905,360
27	2007	1,905,360	94,618	58,560	153,178	0	153,178	0.0%	100.0%	176,155	1,810,742
28	2008	1,810,742	97,017	56,161	153,178	0	153,178	0.0%	100.0%	176,155	1,713,724
29	2009	1,713,724	83,987	45,516	129,503	0	129,503	0.0%	100.0%	148,929	1,629,737
30	2010	1,629,737	80,775	40,564	121,338	0	121,338	0.0%	100.0%	139,539	1,548,963
31	2011	1,548,963	82,823	38,516	121,338	0	121,338	0.0%	100.0%	139,539	1,466,140
32	2012	1,466,140	84,923	36,415	121,338	0	121,338	0.0%	100.0%	139,539	1,381,217
33	2013	1,381,217	87,077	34,262	121,338	0	121,338	0.0%	100.0%	139,539	1,294,140
34	2014	1,294,140	89,285	32,054	121,338	0	121,338	0.0%	100.0%	139,539	1,204,855
35	2015	1,204,855	91,549	29,789	121,338	0	121,338	0.0%	100.0%	139,539	1,113,306
36	2016	1,113,306	93,871	27,468	121,338	0	121,338	0.0%	100.0%	139,539	1,019,436
37	2017	1,019,436	96,251	25,087	121,338	0	121,338	0.0%	100.0%	139,539	923,185
38	2018	923,185	98,692	22,647	121,338	0	121,338	0.0%	100.0%	139,539	824,493
39	2019	824,493	101,195	20,144	121,338	0	121,338	0.0%	100.0%	139,539	723,298
40	2020	723,298	103,761	17,578	121,338	0	121,338	0.0%	100.0%	139,539	619,538
41	2021	619,538	106,392	14,947	121,338	0	121,338	0.0%	100.0%	139,539	513,146
42	2022	513,146	109,090	12,249	121,338	0	121,338	0.0%	100.0%	139,539	404,056
43	2023	404,056	111,856	9,482	121,338	0	121,338	0.0%	100.0%	139,539	292,199
44	2024	292,199	114,684	6,646	121,329	0	121,329	0.0%	100.0%	139,529	177,516
45	2025	177,516	117,601	3,737	121,338	0	121,338	0.0%	100.0%	139,539	59,914
46	2026	59,914	59,914	755	60,669	0	60,669	0.0%	100.0%	69,770	0
47	2027	0	0	0	0	0	0	0.0%	100.0%	0	0
48	2028	0	0	0	0	0	0	0.0%	100.0%	0	0
49	2029	0	0	0	0	0	0	0.0%	100.0%	0	0
50			<u>\$1,951,787</u>	<u>\$562,736</u>	<u>\$2,514,524</u>	<u>\$0</u>	<u>\$2,514,524</u>			<u>\$2,891,702</u>	

**ATTACHMENT B**

**City of Fruitland Park, Florida**

**Repayment Schedule for Prior and Parity Liens**

**CLEAN WATER STATE REVOLVING FUND LOAN FOR URICK STREET FORCE MAIN EXTENSION (THIS LOAN)**

Fiscal Year Ending Sept. 30,	Beginning Principal Outstanding	Payment			Payment Allocation				Total Payment with Coverage (115%)	Ending Principal Outstanding	Total SRF Loan Payments	Total SRF Loan Payments with Coverage	
		Principal	Interest	Total	Water	Wastewater	Percentage Water	Percentage Wastewater					
51	2018										\$137,668	\$158,319	
52	2019										137,668	158,319	
53	2020										137,668	158,319	
54	2021										137,668	158,319	
55	2022	\$205,530	\$9,332	\$2,032	\$11,364	\$0	\$11,364	0.0%	100.0%	\$13,069	\$196,198	149,032	171,387
56	2023	196,198	9,425	1,938	11,364	0	11,364	0.0%	100.0%	13,069	186,773	149,032	171,387
57	2024	186,773	9,520	1,844	11,364	0	11,364	0.0%	100.0%	13,069	177,253	149,023	171,377
58	2025	177,253	9,615	1,749	11,364	0	11,364	0.0%	100.0%	13,069	167,637	149,032	171,387
59	2026	167,637	9,712	1,652	11,364	0	11,364	0.0%	100.0%	13,069	157,925	80,198	92,228
60	2027	157,925	9,809	1,555	11,364	0	11,364	0.0%	100.0%	13,069	148,116	11,364	13,069
61	2028	148,116	9,908	1,456	11,364	0	11,364	0.0%	100.0%	13,069	138,209	11,364	13,069
62	2029	138,209	10,007	1,357	11,364	0	11,364	0.0%	100.0%	13,069	128,202	11,364	13,069
63	2030	128,202	10,107	1,257	11,364	0	11,364	0.0%	100.0%	13,069	118,095	11,364	13,069
64	2031	118,095	10,208	1,155	11,364	0	11,364	0.0%	100.0%	13,069	107,886	11,364	13,069
65	2032	107,886	10,311	1,053	11,364	0	11,364	0.0%	100.0%	13,069	97,575	11,364	13,069
66	2033	97,575	10,414	950	11,364	0	11,364	0.0%	100.0%	13,069	87,161	11,364	13,069
67	2034	87,161	10,519	845	11,364	0	11,364	0.0%	100.0%	13,069	76,643	11,364	13,069
68	2035	76,643	10,624	740	11,364	0	11,364	0.0%	100.0%	13,069	66,019	11,364	13,069
69	2036	66,019	10,731	633	11,364	0	11,364	0.0%	100.0%	13,069	55,288	11,364	13,069
70	2037	55,288	10,838	526	11,364	0	11,364	0.0%	100.0%	13,069	44,450	11,364	13,069
71	2038	44,450	10,947	417	11,364	0	11,364	0.0%	100.0%	13,069	33,503	11,364	13,069
72	2039	33,503	11,057	307	11,364	0	11,364	0.0%	100.0%	13,069	22,447	11,364	13,069
73	2040	22,447	11,167	197	11,364	0	11,364	0.0%	100.0%	13,069	11,279	11,364	13,069
74	2041	11,279	11,279	85	11,364	0	11,364	0.0%	100.0%	13,069	0	11,364	13,069
75	2042	0	0	0	0	0	0	0.0%	100.0%	0	0	0	0
76	2043	0	0	0	0	0	0	0.0%	100.0%	0	0	0	0
77	2044	0	0	0	0	0	0	0.0%	100.0%	0	0	0	0
78	2045	0	0	0	0	0	0	0.0%	100.0%	0	0	0	0
79			\$205,530	\$21,749	\$227,279	\$0	\$227,279			\$261,371		\$846,778	\$973,795

**ATTACHMENT B**

**City of Fruitland Park, Florida**

**Repayment Schedule for Prior and Parity Liens**

Fiscal Year	Ending Sept. 30,	Promissory Note FPN 238395-4-52-01, SR 500, Lake County (Department of Transportation Hardship Loan)										Total Non-SRF Loan Payments	Total Non-SRF Loan Payments with Coverage
		Beginning Principal Outstanding	Payment			Payment Allocation				Total Payment with Coverage (100%)	Ending Principal Outstanding		
			Principal	Interest	Total	Water	Wastewater	Percentage Water	Percentage Wastewater				
80	2015	\$425,588	\$14,186	\$0	\$14,186	\$14,186	0	100.0%	0.0%	\$14,186	\$411,402	\$14,186	\$14,186
81	2016	411,402	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	397,215	14,186	14,186
82	2017	397,215	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	383,029	14,186	14,186
83	2018	383,029	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	368,843	14,186	14,186
84	2019	368,843	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	354,657	14,186	14,186
85	2020	354,657	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	340,470	14,186	14,186
86	2021	340,470	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	326,284	14,186	14,186
87	2022	326,284	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	312,098	14,186	14,186
88	2023	312,098	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	297,911	14,186	14,186
89	2024	297,911	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	283,725	14,186	14,186
90	2025	283,725	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	269,539	14,186	14,186
91	2026	269,539	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	255,353	14,186	14,186
92	2027	255,353	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	241,166	14,186	14,186
93	2028	241,166	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	226,980	14,186	14,186
94	2029	226,980	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	212,794	14,186	14,186
95	2030	212,794	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	198,608	14,186	14,186
96	2031	198,608	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	184,421	14,186	14,186
97	2032	184,421	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	170,235	14,186	14,186
98	2033	170,235	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	156,049	14,186	14,186
99	2034	156,049	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	141,863	14,186	14,186
100	2035	141,863	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	127,676	14,186	14,186
101	2036	127,676	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	113,490	14,186	14,186
102	2037	113,490	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	99,304	14,186	14,186
103	2038	99,304	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	85,118	14,186	14,186
104	2039	85,118	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	70,931	14,186	14,186
105	2040	70,931	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	56,745	14,186	14,186
106	2041	56,745	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	42,559	14,186	14,186
107	2042	42,559	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	28,373	14,186	14,186
108	2043	28,373	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	14,186	14,186	14,186
109	2044	14,186	14,186	0	14,186	14,186	0	100.0%	0.0%	14,186	0	14,186	14,186
110	2045	0	0	0	0	0	0	100.0%	0.0%	0	0	0	0
111			\$425,588	\$0	\$425,588	\$425,588	\$0					\$425,588	\$425,588

**ATTACHMENT B(1)**

**Estimate of Proposed State Revolving Fund (SRF) Loan Debt Service:**

**Clean Water SRF Loan for Urick Street Force Main Extension**

Assumed Interest Rate	1.00%
Construction Period - Years	1.5
Assumed Debt Service Coverage Factor**	115%
Capital Cost	<u>\$200,000</u>
Loan Service Fee (2% of capital cost)	<u>4,000</u>
Subtotal	<u>\$204,000</u>
Capitalized Interest*	<u>1,530</u>
Total Cost to be Amortized	<u>\$205,530</u>
Annual Debt Service	\$11,364
Annual Debt Service Including Coverage Factor**	<u><u>13,069</u></u>

\* Estimated Capitalized Interest = Subtotal times interest rate times construction time in years divided by two.

\*\* Coverage Factor is generally 15%. However, it may be higher if other than utility operating revenues are pledged.

ATTACHMENT B(2)

**Estimated Payments for Clean Water SRF Loan for Urick Street Force Main Extension**

Principal Amount: \$205,530 Derived from ATTACHMENT B(1)  
 Annual Interest Rate: 1.00%  
 Semiannual Payments: 40  
 Semiannual Payment: \$5,682

Line No.	Fiscal Year	Semiannual Payment	Beginning Balance	Principal Payment	Interest Payment	Total Payment	Percent Allocable to Water and Wastewater	Amount Allocable to Water and Wastewater	Ending Balance
1	2022	1	\$205,530	\$4,654	\$1,028	\$5,682	100.00%	\$5,682	\$200,876
2	2022	2	200,876	4,678	1,004	5,682	100.00%	5,682	196,198
3	2023	3	196,198	4,701	981	5,682	100.00%	5,682	191,497
4	2023	4	191,497	4,724	957	5,682	100.00%	5,682	186,773
5	2024	5	186,773	4,748	934	5,682	100.00%	5,682	182,024
6	2024	6	182,024	4,772	910	5,682	100.00%	5,682	177,253
7	2025	7	177,253	4,796	886	5,682	100.00%	5,682	172,457
8	2025	8	172,457	4,820	862	5,682	100.00%	5,682	167,637
9	2026	9	167,637	4,844	838	5,682	100.00%	5,682	162,793
10	2026	10	162,793	4,868	814	5,682	100.00%	5,682	157,925
11	2027	11	157,925	4,892	790	5,682	100.00%	5,682	153,033
12	2027	12	153,033	4,917	765	5,682	100.00%	5,682	148,116
13	2028	13	148,116	4,941	741	5,682	100.00%	5,682	143,175
14	2028	14	143,175	4,966	716	5,682	100.00%	5,682	138,209
15	2029	15	138,209	4,991	691	5,682	100.00%	5,682	133,218
16	2029	16	133,218	5,016	666	5,682	100.00%	5,682	128,202
17	2030	17	128,202	5,041	641	5,682	100.00%	5,682	123,161
18	2030	18	123,161	5,066	616	5,682	100.00%	5,682	118,095
19	2031	19	118,095	5,092	590	5,682	100.00%	5,682	113,003
20	2031	20	113,003	5,117	565	5,682	100.00%	5,682	107,886
21	2032	21	107,886	5,143	539	5,682	100.00%	5,682	102,744
22	2032	22	102,744	5,168	514	5,682	100.00%	5,682	97,575
23	2033	23	97,575	5,194	488	5,682	100.00%	5,682	92,381
24	2033	24	92,381	5,220	462	5,682	100.00%	5,682	87,161
25	2034	25	87,161	5,246	436	5,682	100.00%	5,682	81,915
26	2034	26	81,915	5,272	410	5,682	100.00%	5,682	76,643
27	2035	27	76,643	5,299	383	5,682	100.00%	5,682	71,344
28	2035	28	71,344	5,325	357	5,682	100.00%	5,682	66,019
29	2036	29	66,019	5,352	330	5,682	100.00%	5,682	60,667
30	2036	30	60,667	5,379	303	5,682	100.00%	5,682	55,288
31	2037	31	55,288	5,406	276	5,682	100.00%	5,682	49,882
32	2037	32	49,882	5,433	249	5,682	100.00%	5,682	44,450
33	2038	33	44,450	5,460	222	5,682	100.00%	5,682	38,990
34	2038	34	38,990	5,487	195	5,682	100.00%	5,682	33,503
35	2039	35	33,503	5,514	168	5,682	100.00%	5,682	27,989
36	2039	36	27,989	5,542	140	5,682	100.00%	5,682	22,447
37	2040	37	22,447	5,570	112	5,682	100.00%	5,682	16,877
38	2040	38	16,877	5,598	84	5,682	100.00%	5,682	11,279
39	2041	39	11,279	5,626	56	5,682	100.00%	5,682	5,654
40	2041	40	5,654	5,654	28	5,682	100.00%	5,682	0
41	Totals			\$205,530	\$21,749	\$227,279			

## ATTACHMENT E

### **Notes to "Schedule of Actual Revenues and Debt Coverage"**

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Amounts shown are based on information contained in the City's audited Comprehensive Annual Financial Report (CAFR) for the Fiscal Years 2018 and unaudited financial results for Fiscal Year 2019 (Attachments C and D).

Line (a)            The City has historically implemented inflationary rate adjustments on an annual basis.

Lines (g) and (h)    Amounts derived from Schedule of Prior and Parity Liens.

**Schedule of Projected Revenues and Debt Coverage**

Line No.	Application Reference	Description	Fiscal Year			
			2021	2022	2023	2024
	(a)	Operating Revenue				
1		Water Rates	\$1,132,917	\$1,443,005	\$1,469,987	\$1,496,869
2		Wastewater Rates	\$281,888	\$378,887	\$405,486	\$431,985
3		Other Operating Revenue	\$100,000	\$100,000	\$100,000	\$100,000
4	(b)	Interest Income	\$4,500	\$4,500	\$4,500	\$4,500
	(c)	Other Incomes or Revenues				
5		Water Connection Fees / Impact Fees	\$49,250	\$49,250	\$49,250	\$49,250
6		Sewer Connection Fees / Impact Fees	\$154,000	\$154,000	\$154,000	\$154,000
7		Transfers from General Fund	\$100,000	\$0	\$0	\$0
8	(d)	Total Revenues	\$1,822,555	\$2,129,641	\$2,183,223	\$2,236,604
		Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)				
9	(e)		\$1,637,202	\$1,719,062	\$1,805,015	\$1,895,266
10	(f)	Net Revenues (f = d - e)	\$185,353	\$410,579	\$378,208	\$341,338
11	(g)	Existing Debt Service on Non-SRF Projects (including coverage)	\$14,186	\$14,186	\$14,186	\$14,186
12	(h)	Existing SRF Loan Debt Service (including coverage)	\$158,319	\$158,319	\$158,319	\$158,308
13	(i)	Total Existing Debt Service (i = g + h)	\$172,505	\$172,505	\$172,505	\$172,495
14	(j)	Projected Debt Service on Non-SRF Future Projects (including coverage)	\$0	\$0	\$0	\$0
15	(k)	Projected SRF Loan Debt Service (including coverage)	\$0	\$13,069	\$13,069	\$13,069
16	(l)	Total Debt Service (Existing and Projected) (l = i + j + k)	\$172,505	\$185,574	\$185,574	\$185,563
17	(m)	Net Revenues After Debt Service (m = f - l)	\$12,848	\$225,006	\$192,634	\$155,775

## ATTACHMENT F

### Notes to "Schedule of Projected Revenues and Debt Coverage for Pledged Revenue"

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The following revenue adjustments have been adopted by the City Commission and are reflected in the water and wastewater rate structures shown in the rate ordinances in Attachment A:

	Adopted Water Adjustment	Adopted Wastewater Adjustment
Effective July 26, 2019	25.00%	25.00%
Effective October 1, 2020	25.00%	25.00%
Effective October 1, 2021	25.00%	25.00%

Lines (a) through (c) User rate revenue projections based on customer growth projections contained in the most recent utility rate study and the adopted rate adjustments.

Revenues other than from monthly user rates were held constant for purposes of the financial forecast.

Line (e) Operating expenses were escalated from Fiscal Year 2020 budgeted levels at 5% per year. The City has historically budgeted very conservatively.

Lines (g) to (l) Amounts derived from "Schedule of Prior and Parity Liens" and reflect both existing debt obligations and this projected SRF loan.



# The Villages<sup>®</sup> DAILY SUN

Published Daily  
Lady Lake, Florida  
State of Florida  
County Of Lake

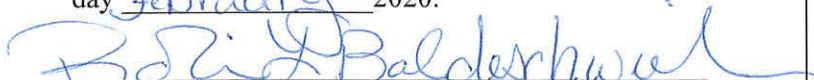
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #931271** in the matter of **RESOLUTION 2020-12**, was published in said newspaper in the issues of

**FEBRUARY 18, 2020**

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

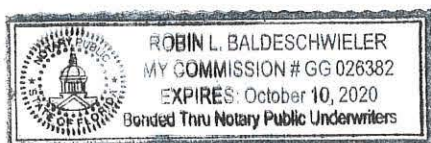
  
(Signature Of Affiant)

Sworn to and subscribed before me this 18  
day February 2020.

  
Robin L. Baldeschwieler, Notary

Personally Known X or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Attach Notice Here



RESOLUTION 2020-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE

IMPLEMENTATION OF URICK STREET WASTEWATER FORCE MAIN IMPROVEMENTS, EFFECTIVE THIS DATE.

As required by the Florida Statutes, Florida Administrative Code and the Clean Water Act, this resolution will be presented for public hearing by the Fruitland Park City Commission at its regular meeting to be held on Thursday, February 27, 2020 at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731 to consider the acceptance of the planning recommendation for the city's wastewater force main improvements project plan for Urick Street. This meeting is open to the public and hearings may be continued as determined by the commission from time to time to a time certain. This resolution may be reviewed or copies of same obtained from the city clerk's office at city hall.

Anyone requiring special accommodations at this meeting because of disability or physical impairment should contact the city clerk's office at city hall (352) 360-6727 at least three (3) business days prior to the hearing. (Florida Statutes 286.26)

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. (Florida Statutes 286.0105)  
#931271 February 18, 2020

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET**

**Item Number: 6a**

<b>ITEM TITLE:</b>	<b>City Manager's Report</b>
<b>For the Meeting of:</b>	February 27, 2020
<b>Submitted by:</b>	City Manager
<b>Date Submitted:</b>	February 19, 2020
<b>Funds Required:</b>	No
<b>Account Number:</b>	N/A
<b>Amount Required:</b>	N/A
<b>Balance Remaining:</b>	N/A
<b>Attachments:</b>	<b>None</b>

**Item Description:** **City manager's report**

- i. Economic Development Status Update**
  
- ii. Northwest Lake Community Park Multipurpose Soccer Field Complex**
  
- iii. Fire Protection and Rescue Services**

**Action to be Taken:** **None**

**Staff's Recommendation:** Approval

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 6bi-iv

<b>ITEM TITLE:</b>	<b>CITY ATTORNEY REPORT</b>
<b>For the Meeting of:</b>	<b>February 27, 2020</b>
<b>Submitted by:</b>	<b>City Attorney</b>
<b>Date Submitted:</b>	<b>February 20, 2020</b>
<b>Funds Required:</b>	<b>None</b>
<b>Attachments:</b>	<b>None</b>
<b>Item Description:</b>	<b>City Attorney Report</b>

**Notice of Claim: James Hartson:** No developments to report. The civil allegation complained of allegedly would have occurred April 16, 2016.

**City of Fruitland Park v. T.D. Burke:** Interrogatories (written questions) are being prepared and will be sent to Mr. Burke's attorney.

**City of Fruitland Park v. State of Florida – Department of Management Services:** On December 26, as previously reported, Mr. Thomas filed the Petition on behalf of the City. Additional information will be provided as available. In the interim if you have any questions, please call my office so we may discuss. I am scheduled to have a telephone conference with attorney Thomas on Friday, February 21, 2020.

**Michael and Laurie Fewless v. City of Fruitland Park:** Plaintiffs filed a two-count complaint against the City alleging negligence and breach of fiduciary duty. Plaintiffs seek in excess of \$600,000.00. The lawsuit arises from the FRS retirement program. The City's insurance carrier has assigned attorney Thomas to defend the City in this action. I am scheduled to have a telephone conference with attorney Thomas on Friday, February 21, 2020.

<b>Action to be Taken:</b>	<b>N/A</b>
<b>Staff's Recommendation:</b>	<b>N/A</b>
<b>Additional Comments:</b>	<b>None</b>
<b>City Manager Review:</b>	<b>Yes</b>
<b>Mayor Authorization:</b>	<b>Yes</b>

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

<b>ITEM TITLE:</b>	<b>Public Comments</b>
<b>For the Meeting of:</b>	February 27, 2020
<b>Submitted by:</b>	City Clerk
<b>Date Submitted:</b>	<b>February 19, 2020</b>
<b>Funds Required:</b>	None
<b>Account Number:</b>	N/A
<b>Amount Required:</b>	N/A
<b>Balance Remaining:</b>	N/A
<b>Attachments:</b>	Yes, Resolution 2013-023, Public Participation Policy

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

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

**Action to be Taken:** **None**

**Staff’s Recommendation:** N/A

**Additional Comments:** N/A

**City Manager Review:** Yes

**Mayor Authorization:** Yes

**RESOLUTION 2013 -023**

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

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

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

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

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

Sec. 1.        Citizen's Rights

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

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

1.        An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2.        An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3.        A meeting that is exempt from §286.011; or
4.        A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2.        Suspension and Amendment of these Rules

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

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

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

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

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

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



Christopher J. Bell, Mayor

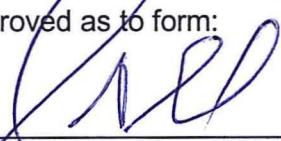
ATTEST:

  
MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:

  
SCOTT A. GERKEN, City Attorney