FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
February 24, 2022 (revised 02.02.22)

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 Joey Willis, Eagles Nest Baptist Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATIONS – CUP Renewal (city manager)
Consumptive Use Permit renewal presentation by Bolling Engineering LLC.

4. CONSENT AGENDA
Approval of Minutes (city clerk)
(a) January 31, 2022 special
(b) February 10, 2022 regular

5. REGULAR AGENDA
(a) Resolution 2022-009 Highway Maintenance Notice to Proceed MOA Contract Renewal ASB92 – FDOT (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT RENEWAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #ASB92, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; EXTENDING THE AGREEMENT FOR A PERIOD OF THREE YEARS; ACCEPTING $33,057.00 ANNUALLY AS PAYMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2022-010 CRA Redevelopment Plan Proposal – LPG (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION AND CRA BOARD OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF CITY OF FRUITLAND PARK AND CRA FUNDS IN A TOTAL AMOUNT NOT TO EXCEED $25,000.00 WHICH SHALL BE APPORTIONED IN ACCORDANCE WITH FLORIDA LAW FOR DEVELOPMENT OF PLAN DESIGN STANDARDS; APPROVING THE PROPOSAL FROM LPG URBAN & REGIONAL PLANNERS, INC.; AUTHORIZING THE MAYOR TO EXECUTE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2022-011 Mirror Lake Baffle Box Contract – Utility Technicians Inc. (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT DOCUMENTS BETWEEN UTILITY TECHNICIANS, INC. AND THE CITY OF FRUITLAND PARK INCLUSIVE OF THE BID FORM DATED FEBRUARY 2, 2022 AS SUBMITTED BY UTILITY TECHNICIANS, INC. IN RESPONSE TO BID NO. 2021-03 - MIRROR LAKE BAFFLE BOX PROJECT; APPROVING A CONTRACT SUM OF $239,650.00; PROVIDING FOR AN EFFECTIVE DATE

(d) ITB 2021-04 Urick Street Force Main Extension Discussion (city manager/public works director)

Discussion on Invitation to Bid 2021-04 Urick Street Force Main Extension Project. (Postponed from the February 20, 2022 regular meeting.)

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT DOCUMENTS BETWEEN UTILITY TECHNICIANS, INC. AND THE CITY OF FRUITLAND PARK INCLUSIVE OF THE BID FORM DATED FEBRUARY 2, 2022 AS SUBMITTED BY UTILITY TECHNICIANS, INC. IN RESPONSE TO BID NO. 2021-03 - MIRROR LAKE BAFFLE BOX PROJECT; APPROVING A CONTRACT SUM OF $239,650.00; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the February 10, 2022 regular meeting).~~

(e) Utility and Road Projects Discussion (city manager/public works director)
Discussion regarding utility and road projects.

PUBLIC HEARING

(f) Public Hearing - Resolution 2022-006 Major Site Plan Approval – 7-11 Construction (Repealing Resolution 2021-045) – Petitioner: Fruitland Lake Ella LLC (city attorney/city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A SEVEN-ELEVEN; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; REPEALING RESOLUTION 2021-045 AND NOTICE OF A MAJOR SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

(g) Resolution 2022-007 Minor Lot Split W US Hwy 441-Eagles Nest Road Intersection - Fruitland Lake Ella LLC (city attorney/city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING LOT SPLIT APPROVAL OF PROPERTY LOCATED WEST OF THE INTERSECTION OF US HWY 441 AND EAGLES NEST ROAD, FRUITLAND PARK, FLORIDA, OWNED BY FRUITLAND LAKE ELLA LLC; PROVIDING FOR A NOTICE TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

6. (a) City Manager - Economic Development Status Update

(b) City Attorney

i. City of Fruitland Park v. State of Florida Department of Management Services

ii. Michael and Laurie Fewless v. City of Fruitland Park

iii. Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026

7. UNFINISHED BUSINESS

8. PUBLIC COMMENTS

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

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

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

- March 10, 2022, City Commission Regular at 6:00 p.m.;
- March 11, 2022, Lake County League of Cities (LCLC) *St John's River Water Management District* Update, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- March 24, 2022, City Commission Regular at 6:00 p.m.;
- March 25, 2022 Movie on the Lawn *Pan*, 205 W. Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;
- March 26, 2022, *Fruitland Park Day* at 10:00 a.m.

- April 8, 2022, LCLC *Legislative* Update, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- April 8, 2022 Movie on the Lawn *TBD*, 205 W. Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;

- April 14, 2022, City Commission Regular at 6:00 p.m.;
- April 15, 2022, Comedy Night 205 W. Berckman Street, Fruitland Park, Florida 34731 at 8:00 p.m.;
- April 22, 2022, Daddy Daughter Dance, 205 W. Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;
- April 27, 2022, Lake~Sumter Metropolitan Planning Organization (LS~MPO) Governing Board Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.;
- April 28, 2022, City Commission Regular at 6:00 p.m.;

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

Any person requiring 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 – CUP Renewal**
For the Meeting of:	February 24, 2022
Submitted by:	City Manager
Date Submitted:	February 15, 2022
Funds Required:	None
Attachments:	**Power-point presentation**
Item Description:	**Consumptive Use Permit Renewal –** Bolling Engineering LLC
Action to be Taken:	None
Staff's Recommendation:	N/A
Additional Comments:	N/A
City Manager Review:	Yes
Mayor Authorization:	Yes

CITY OF FRUITLAND PARK CUP RENEWAL

BOLLING ENGINEERING, LLC.

FEBRUARY 24, 2022

CUP RENEWAL RECAP

"THREE PRONG" CUP TEST (§ 373.223, F.S.) TO OBTAIN A PERMIT, THE WATER USE….

1. Must be "reasonable – beneficial"
2. Must not interfere with existing legal users
3. Must be consistent with the public interest

CUP Allocation

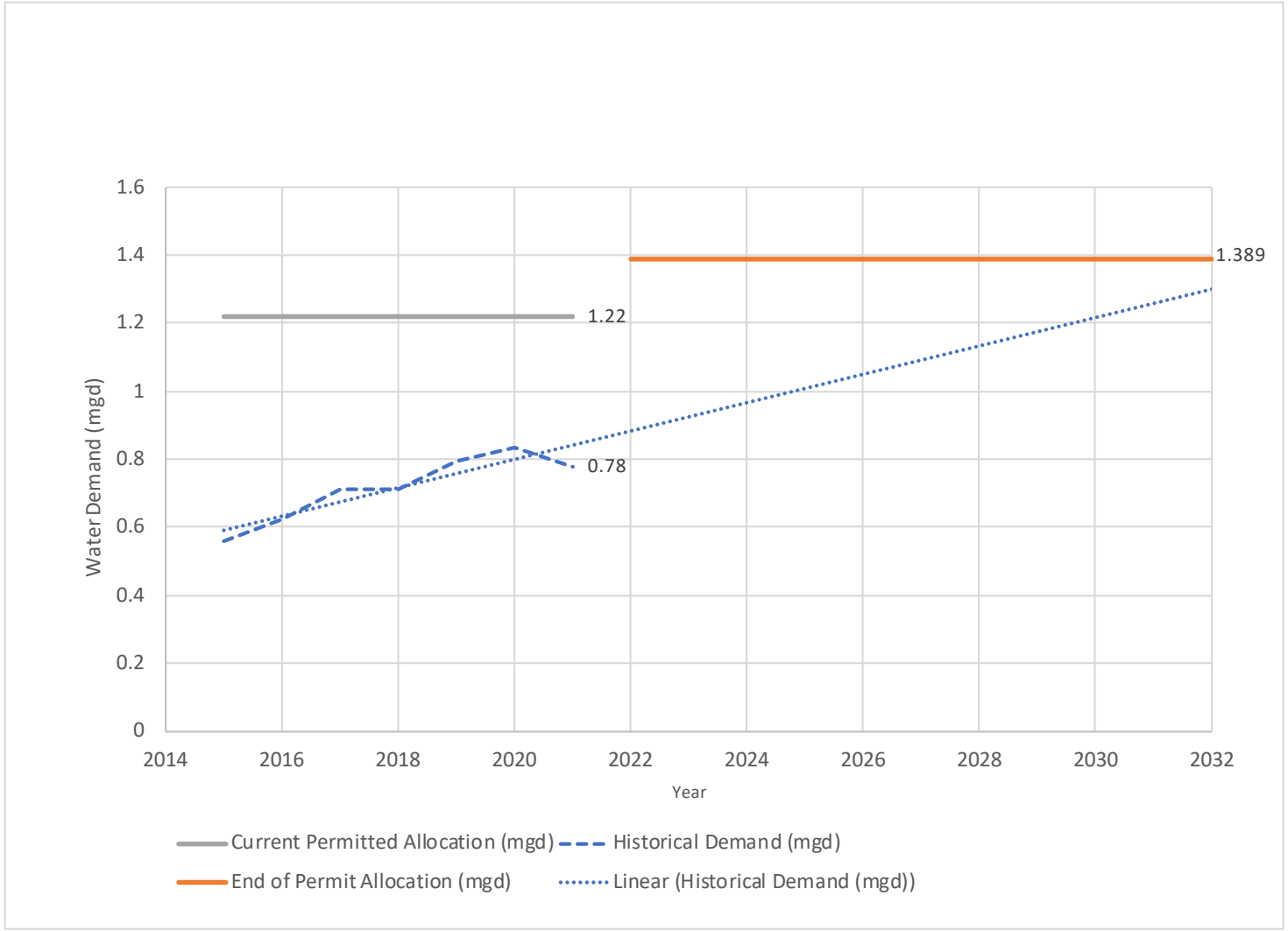
Currently permitted allocation	1.22	mgd
Proposed allocation	1.389	mgd
2021 Demand	0.78	mgd
Available GW to meet future demand	**0.609**	**mgd**
% Increase in allocation over current demand	78%	

Roof Tops

Estimated new homes to be served over the next 10 years		
Proposed allocation	1.389	mgd
2021 Demand	- 0.78	mgd
Additional Allocation	0.609	mgd
Unaccounted for water and utility uses (10%)	-0.061	mgd
Available Allocation to serve new customers	**0.548**	
Number of new homes assuming 12,000 gal/month demand	**1,389**	
Number of new homes assuming 10,000 gal/month demand	**1,667**	

WATER USE SUMMARY

Fruitland Park Historical and Projected Water Demands



CUP DURATION & ALLOCATION

CUP Conditions:

17. Permit expires on **March 8, 2032.**

18. Maximum annual groundwater must not exceed 506.985 million gallons per year **(1.389 mgd, annual average).**

23. Wat**er Conservation Plan**

CUP COMPLIANCE CONDITIONS

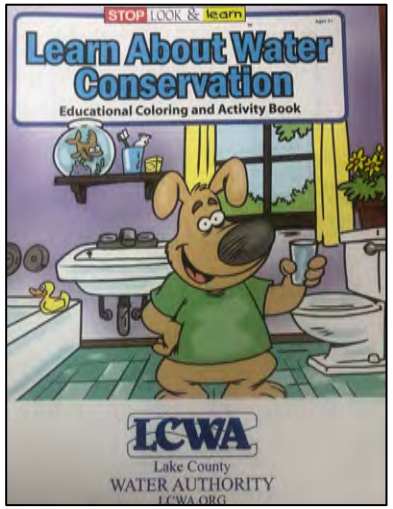
CUP Conditions:

26. **Alternative** wa**ter source (AWS) update** by February 28th 2027and 2032.

27. **Conduct a detailed water audit every five years** and submit it to the District by February 28th 2024, & 2029.

WATER CONSERVATION

- Maintain a Public Education and Outreach
- Post Water Conservation Information on the Website
- Maintain the High Water User Notification Program
- Promote the Landscape Demonstration Garden
- Maintain the Water Loss Control Program
- Enforce of the Irrigation Rule
- Enforce of the Irrigation Standards & BMPs - Ordinances!



QUESTIONS?

CONSUMPTIVE USE TECHNICAL STAFF REPORT
02-Feb-2022
APPLICATION #: 2482-7

Owner: City of Fruitland Park
506 W Berckman St
Fruitland Pk, FL 34731-3239
352-360-6727

Applicant: Gary La Venia
City of Fruitland Park
506 W Berckman St
Fruitland Pk, FL 34731-3239
352-360-6727

Agent: Jennifer C Bolling
Bolling Engineering
PO Box 540576
Orlando, FL 32854-0576
(407) 900-9835

Compliance Contact: Robb Dicus
City of Fruitland Park
506 W Berckman St
Fruitland Pk, FL 34731-3239
(352) 360-6795

Project Name: City of Fruitland Park
County: Lake

Objectors: No

Authorization Statement:
The District authorizes, as limited by the attached conditions, the use of 506.985 million gallons per year (mgy) (1.389 million gallons per day (mgd), annual average) of groundwater from the Upper Floridan aquifer for public supply use (household, commercial/industrial, irrigation, water utility, bulk exports, and unaccounted for) through 2032.

Recommendation: Approval
Reviewers: Mike McGovern; Douglas Hearn

DRAFT

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

ITEM TITLE:	**Draft Regular Meeting Minutes**
For the Meeting of:	February 24, 2022
Submitted by:	City Clerk
Date Submitted:	February 17, 2022
Funds Required:	No
Attachments:	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.

Meeting Minutes

a. January 31, 2022 special
b. February 10, 2022 regular

Action to be Taken:	**Approve the consent agenda.**
Staff's Recommendation:	Approve the meeting minutes as submitted, if there are no corrections.
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

FRUITLAND PARK CITY COMMISSION SPECIAL
DRAFT MEETING MINUTES
January 31, 2022

A special meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, January 31, 2022, at 6:00 p.m.

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

Member Absent: Commissioner John Mobilian

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver, City Treasurer Jeannine Racine; and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Vice Mayor John L. Gunter led in the pledge of allegiance to the flag.

ACTION: 6:00:18 p.m. No action was taken.

2. ROLL CALL

After Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present, he announced the absence of Commissioner Mobilian who will not be attending this evening's meeting and announced the following agenda changes:

Item 3a **Ordinance 2022-002**
Addendum, Exhibit B, revised rate sheets.

Item 4c **Ordinance 2022-003**
Special agenda title should read: "second reading".

ACTION: 6:00:36 p.m. **By unanimous consent, the city commission excused Commissioner John Mobilian's absence from this evening's meeting and accepted the previously cited changes to this evening's agenda.**

3. SPECIAL AGENDA

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

PUBLIC HEARING

(a) Second Reading and Public Hearing – Ordinance 2022-002 Waste Management Contract

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-002, after Ms. Geraci-Carver read the following title, Mayor Cheshire called for interested parties to be heard:

> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN EXTENSION OF ITS SOLID WASTE COLLECTION FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA; ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on January 13, 2022.)

ACTION: 6:01:16 p.m. **A motion was made by Vice Mayor Gunter and seconded by Commissioner Bell that the city commission enact Ordinance 2022-002, as previously cited with addendum removing the rate reflecting *a six-yard dumpster serviced four times per week*, 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 with the city commission members voting as follows:

Vice Mayor	**Yes**
Commissioner DeGrave	**No**
Commissioner Bell	**Yes**
Mayor Cheshire	**Yes**

The motion was declared carried with a three-to-one (3-1) vote.

(b) Second First Reading – Ordinance 2022-003 SRF Loan Program

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-003, after Ms. Geraci-Carver read the following title, Mayor Cheshire called for interested parties to be heard:

> AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING

ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (The first reading was held on January 13, 2022.)

ACTION: 6:02:40 p.m. After much discussion, **a motion was made by Commissioner Bell and seconded by Commissioner DeGrave that the city commission enact Ordinance 2022-003, as previously cited, 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.

4. PUBLIC COMMENTS

There were no members of the public to come before the city commission at this time.

5. OTHER BUSINESS

At Mayor Cheshire's request, Ms. Geraci-Carver confirmed the date of February 15, 2022 to hold an attorney-client session with Mr. Glenn E. Thomas, Lewis Longman Walker PA, attorney retained by the city and the court reporter anticipated to be present at that time. She addressed her intent to make a formal announcement in that regard at the February 10, 2022 regular meeting.

6. ADJOURNMENT

The meeting adjourned at 6:09 p.m.

The minutes were approved at the February 24, 2022, regular meeting.

Signed _____
Esther B. Coulson, City Clerk, MMC

Signed _____
Chris Cheshire, Mayor

FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
February 10, 2022

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, February 10, 2022, at 6:00 p.m.

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

Member Absent: Commissioner Patrick DeGrave

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver, City Treasurer Jeannine Racine; Lieutenant Henry Rains, Police Department; Community Development Director Dwyane Williams; Public Works Director Robb Dicus; Parks and Recreation Director Michelle Yoder; Administrative Assistant Candice Dennis and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Pastor Michael Hux, Heritage Community Church, gave the invocation and Lieutenant Rains led in the pledge of allegiance to the flag.

ACTION: 6:00:18 p.m. No action was taken.

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present; announced the absence of Commissioner DeGrave who will not be in attendance and declared the decorum for this evening's meeting.

ACTION: 6:00:23 p.m. Upon Mayor Cheshire's recommendation, and **by unanimous consent, the city commission excused Commissioner Patrick DeGrave's absence from this evening's meeting.**

3. PROCLAMATION – MEMORIAM

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming *"February 10, 2022 as Marian Leaphart Day"* in the City of Fruitland Park and extended deepest condolences to her family and loved ones.

ACTION: 6:04:35 p.m. After Ms. Lina Tindall, Ms. Leaphart's daughter, accepted the proclamation with gratitude, Commissioner Bell honored Ms. Leaphart where it was a pleasure to have worked with her and that she made the city's life easier.

By unanimous consent, Mayor Cheshire recessed the meeting at 6:08 p.m. until the arrival of the city attorney and reconvened at 6:18 p.m.

Upon Mayor Cheshire's recommendation and **by unanimous consent, the city commission accepted the following changes to this evening's agenda:**

Item 6g **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2022-001**
Ordinance in the packet should read: *2022-001* and not *2021-001*.

and

Item 8 **Unfinished Business – Resolution2022-003**
Laserfiche Avante (Expansion) Upgrade Addendum 1 – Master Services Agreement – MCCi to be addressed by the city attorney.

4. COMMUNITY REDEVELOPMENT AGENCY
As soon as practical at 6:15 p.m. recess to the CRA.

ACTION: 6:19:02 p.m. **By unanimous consent, the city commission recessed its meeting at 6:19 p.m. to the CRA and reconvened at 6:43 p.m.**

5. CONSENT AGENDA
Approval of Minutes - January 27, 2022

ACTION: 6:42:33 p.m. **On motion of Commissioner Mobilian, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the consent agenda.**

6. REGULAR AGENDA

(a) Storm Debris Collection
The city commission considered its action on Lake County's Interlocal Agreement for collection of storm debris from streets and right-of-way.

ACTION: 6:42:55 p.m. After Mr. La Venia gave a background on the storm debris collection, and **on motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission accepted the city manager's recommendation to send in writing to Lake County, the city's agreement to deny utilization of Lake County's services for debris removal from streets and right-of-way as outlined in the subject interlocal agreement.**

(b) ITB 2021-03 Mirror Lake Baffle Box
The city commission considered its action on the Invitation to Bid 2021-03 Mirror Lake Baffle Box proposal.

ACTION: 6:45:39 p.m. After further discussion, and **on motion of Vice Mayor Gutner, seconded by Commissioner Mobilian and unanimously carried, the city commission accepted staff's recommendation and awarded the above-captioned bid to Utility Technicians Inc. as a sole-source, low responsive and responsible bidder for the installation of a stormwater baffle box in the rights-of-way of Mirror Lake Drive and adjacent area for $239,650.**

(c) ITB 2021-04 Urick Street Force Main Extension

The city commission considered its action on the Invitation to Bid 2021-04 Urick Street Force Main Extension proposal.

ACTION: 6:48:25 p.m. After much discussion, and **on motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission accepted staff's recommendation to postpone the above-captioned bid to the next meeting for further information.**

(d) Resolution 2022-008 – Community Center – FY 2021-22 Budget Amendment

Ms. Geraci-Carver read into the record the following title of proposed Resolution 2022-008

> A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE COMMUNITY CENTER BUDGET AND DECREASE THE MUNICIPAL COMPLEX BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Carl Yauk, Villages of Pine Hills (Fruitland Park) resident, questioned the original plans, the total costs and expenditures on the remodeling of the community center.

ACTION: 6:58:07 p.m. After discussion, **a motion was made by Vice Mayor Gunter and seconded by Commissioner Mobilian that the city commission adopt Resolution 2022-008 as previously cited.**

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

(e) Chandelier Installation Quotes - Community Center

The city commission considered its action to approve the following quotes for eight chandeliers already purchased to be installed at the community center:

- Electrical Works - $11,680.00
- Marathon Electric - $9,600.

ACTION: 7:02:31 p.m. **On motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission accepted the Community Redevelopment Agency's recommendation to approve Marathon Electric's quote for $9,600 as the lowest, responsive responsible bidder to install eight chandeliers at the community center.**

(f) Millings and Curbing Quote- Gardenia Park Parking Area at the Recreation Complex

The city commission considered its action on the Bay-to-Bay Construction's quote to install new concrete curbing and millings at Gardenia Park's parking area at the recreation complex.

ACTION: 7:03:02 p.m. After Mr. La Venia gave a background overview on the subject item, **a motion was made by Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission accepted staff's recommendation to approve the millings and curbing quote from Bay-to-Bay Construction as the sole responsive and responsible bidder for $64,400.**

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

QUASI-JUDICIAL PUBLIC HEARING

(g) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2022-001 LDRs

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-001, Ms. Geraci-Carver read into the record the following title and Mayor Cheshire called for interested parties to be heard:

> AN ORDINANCE OF THE CITY OF FRUITLAND PARK, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING AND RESTATING THE LAND DEVELOPMENT CODE OF THE CITY OF FRUITLAND PARK CONSISTING OF CHAPTERS 150 THROUGH 169, INCLUSIVE; RENAMING ZONING CATEGORIES; ADOPTING A NEW ZONING CODE AND ZONING MAP; RETAINING THE VILLAGES OF FRUITLAND PARK LAND DEVELOPMENT REGULATIONS CONTAINING CHAPTERS 150 THROUGH CHAPTER 167, INCLUSIVE, AND APPENDIX 1 THROUGH 4, INCLUSIVE; PROVIDING FOR CONFLICTS, CODIFICATION AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on January 27, 2022.)

ACTION: 7:06:24 p.m. **A motion was made by Commissioner Bell and seconded by Commissioner Mobilian that the city commission enact Ordinance 2022-001 to become effective immediately as provided by law.**

(Brother) Steven Gerard, City of Leesburg and resident of Lorain, Ohio, questioned the possibility of including Citizen Overlay Zones.

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

7. (a) City Manager - Economic Development Status Update

- **PD&E Study**

  Mr. La Venia pointed out to his recent discussions with the City of Leesburg Manager A Minner and referred to the February 9, 2022 letter to the Lake County Board of County Commissioners regarding the Planned Development and Engineering Study for CR 468; a copy of which is filed with the supplemental papers to the minutes of this meeting.

- **Water and Wastewater Impact Fee Study**

  Mr. La Venia referred to the written notification received earlier this day from Mr. Dicus regarding calculations on the equivalent residential unit and provisions under subsection 159.070, rates and charges and billing procedures under the land development regulations; a copy of which is filed with the supplemental papers to the minutes of this meeting.

- **CUP**

  Mr. La Venia addressed his plan to invite Ms. Jennifer "Jen" C. Bolling, Jacobs – Boling Engineering LLC (consultant retained by the city) to address the Consumptive Use Permit as it relates to water for the City of Fruitland Park's (historical section) . He pointed out St. John's River Water Management District's agreement on its proposed increased rates.

- **Public Works Building Status Update Report**

  With respect to the public works building construction, Mr. La Venia pointed out the recent site visit by Mr. Mike Latham, GatorSktch Inc. and conveyed Mr. Dicus' intent to conduct more tests on the inadequate volume water pressure before utilizing booster pumps to increase connection lines at Spring Lake Road and Cook Street. Mr. La Venia referred to previous conservations he had with Ms. Katie Taff, Liberty Partners of Tallahassee Inc. (grant writer retained by the city); pointed out her February 9, 2022 email on the feasibility of pursing the Florida Department of Environmental Protection Alternate Water Supply Grant Funding; and cited reasons on the importance of implementing water connections and infrastructure funding needs due to proposed developments. (A copy of the grant in question is filed under the supplemental papers to the minutes of this meeting.)

ACTION: 7:08:29 p.m. No action was taken.

(b) City Attorney

i. City of Fruitland Park v. State of Florida Department of Management Services

With respect to the State of Florida Department of Management Services case, Ms. Geraci-Carver announced the closed-session scheduled for February 15, 2022 at 6:00 p.m. to discuss settlement and litigation costs in the city commission chambers and then move to the conference room. She described the individuals who are expected to be in attendance.

ACTION: 7:17:47 p.m. No action was taken.

ii. Michael and Laurie Fewless v. City of Fruitland Park

With respect to the Michael and Laurie Fewless case, Ms. Geraci-Carver announced the closed-session scheduled for February 15, 2022 at 6:00 p.m. to discuss settlement and litigation costs in the city commission chambers and then move to the conference room. She described the individuals who are expected to be in attendance.

ACTION: 7:17:47 p.m. No action was taken.

iii. Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026

Ms. Geraci-Carver had nothing to report on the Norman C. Cummins v. Stephen P. Angelillo case.

ACTION: 7:17:47 p.m. No action was taken.

8. UNFINISHED BUSINESS - Resolution 2022-003 - Laserfiche Avante (Expansion) Upgrade Addendum 1 – Master Services Agreement – MCCi

Ms. Geraci-Carver referred to the January 27, 2022 adopted Resolution 2022-003 regarding the Laserfiche Avante (Expansion) for $10,730.76 and reported that said resolution was revised to reflect $10,535 which will be subsequently executed by Mayor Cheshire.

ACTION: 7:18:54 p.m. No action was taken.

9. PUBLIC COMMENTS

Mr. Yauk referred to and questioned the illegal immigrant's provisions in contractual projects.

Ms. Lyssandra M. Silver, Glen of Fruitland Park Homeowners Association (HOA), voiced concerns on Fruitland Park Police Department maintaining compliance on sidewalk blocking (despite the HOA's efforts to enforce same); recognized the motorists' lack of adherence to the posted speed of 15 miles per hour, and addressed the need to maintain roadways as there are potholes in the area.

At Mayor Cheshire's request, Mr. Dicus recognized Lake County's responsibility to maintain Myrtle Lake Avenue roadway; addressed his plan to review the roadway conditions of Calcar Cove, and requested that he be provided with a list of potholes within The Glen.

At Lieutenant Rains' request, Ms. Silver voiced her acceptance to meet with Police Chief Erik Luce and Lieutenant Rains to address law enforcement issues at The Glen's HOA meeting to be held on Tuesday, February 22, 2022 at 6:30 p .m. at Trinity Assembly of God at 200 Urick Street, Fruitland Park, Florida..

Brother Gerard Sidlovsky addressed the possibility of personhood cities as it is known as *the friendly city*; questioned whether the City of Fruitland Park could be known as *the friendly personhood city* and commented on the new approvals of the city's charter review and the marketing of its overlay zone. He provided the pro-life citizen overlay handout; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 7:19:37 p.m. No action was taken.

10. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

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

ACTION: 7:30:05 p.m. No action was taken.

(b) Commissioner DeGrave

Commissioner DeGrave was absent from this evening's meeting.

ACTION: 7:30:07 p.m. No action was taken.

(c) Commissioner Bell

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

ACTION: 7:3011 p.m. No action was taken.

(d) Vice Mayor Gunter, Jr.

Vice Mayor Gunter stated that he has nothing to report at this time.

ACTION: 7:30:14 p.m. No action was taken.

11. MAYOR'S COMMENTS – Dates to Remember

Mayor Cheshire made the following announcements:

- February 11, 2022, Lake County League of Cities (LCLC), *Lake County Parks and Trails Master Plans*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at noon;

- February 11, 2022, *My Girl* Movie Night, Recreation Center Recreation Center, 205 W Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;
- February 12 – 20, 2022, *Love Week* (visit the city's website: https://www.fruitlandpark.org/community/page/2022-love-week)
- February 12, 2022, *5k Love Run*, Recreation Center, 205 W Berckman Street, Fruitland Park, Florida 34731 at 8:00 a.m.;
- February 14, 2022, Lake County Parks and Trails, Conference Room, 2401 Wood lea Road, Tavares, Florida 32778 at 3:30 p.m.;
- February 15, 2022, City Commission Attorney-Client Session at 6:00 p.m.;
- February 18, 2022, Comedy Night, Recreation Center Recreation Center, 205 W Berckman Street, Fruitland Park, Florida 34731 at 8:00 p.m.;
- February 23, 2022, Lake~Sumter Metropolitan Planning Organization (LS~MPO) Governing Board, 1300 Citizens Boulevard, #175, Leesburg, Florida 34748 at 2:00 p.m., and
- February 24, 2022, City Commission Regular at 6:00 p.m.;

ACTION: 7:30:19 p.m.

12. ADJOURNMENT

The meeting adjourned at 7:31 p.m.

The minutes were approved at the February 24, 2022, regular meeting.

Signed _____
Esther B. Coulson, City Clerk, MMC

Signed _____
Chris Cheshire, Mayor

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

ITEM TITLE:	**Resolution 2022-009 – FDOT Highway Maintenance MOA Renewal**
For the Meeting of:	February 24, 2022
Submitted by:	City Attorney/City Manager/Public Works Director
Date Submitted:	February 18, 2022
Funds Required:	
Attachments:	Proposed resolution, MOA renewal and original contract.

Item Description: **Resolution 2022-009 Highway Maintenance Memorandum of Agreement Contract ASB92 -** first and final renewal amendment to the November 1, 2018 agreement for $99,171.

Action to be Taken:	**Adopt Resolution 2022-009.**
Staff's Recommendation:	Approval
Additional Comments:	N/A
City Manager Review:	Yes
Mayor Authorization:	Yes

RESOLUTION 2022-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT RENEWAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #ASB92, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; EXTENDING THE AGREEMENT FOR A PERIOD OF THREE YEARS; ACCEPTING $33,057.00 ANNUALLY AS PAYMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2018 the City Commission of the City of Fruitland Park, Florida entered into the Highway Maintenance Memorandum of Agreement, Contract #ASB92 with the State of Florida Department of Transportation which provides for the City to perform sidewalk improvements and maintenance, as well as slope mowing, large and small machine mowing, tree trimming and removal, chemical grass and weed control, roadside litter removal, road sweeping (mechanical) and edging and sweeping along US 441 from the southern city limits to the north city limits; and

WHEREAS, FDOT has determined it would be in its interest and most practical, expeditious and economical for the City to continue performing such maintenance for an additional three (3) year period;

WHEREAS, FDOT agrees to reimburse the City $33,057.00 annually for a total of $99,171.00;

WHEREAS, it is necessary to enter into a written contract renewal setting forth the terms and conditions of the parties' obligations; and

WHEREAS, the City of Fruitland Park finds it in the public interest and desires to enter into the Contract Renewal of the State of Florida Department of Transportation Highway Maintenance Memorandum of Agreement, Contract #ASB92.
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Contract Renewal of the Department of Transportation Highway Maintenance Memorandum of Agreement, Contract #ASB92 between the State of Florida Department of Transportation and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Contract Renewal.

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 24th day of February 2022, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

_____
Chris Cheshire, Mayor

Attest:

_____
Esther B. Coulson, City Clerk, MMC

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 and legality:

_____
Anita Geraci-Carver, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

Contract No.: ASB92 Renewal: (1st, 2nd, etc.) 1St and Final

Financial Project No(s).: 425548-1-78-02

County(ies): Lake

This Agreement made and entered into this _____ day of _____, 2022, by and between the State of
(This date to be entered by DOT only.)
Florida Department of Transportation, hereinafter called "Department", and the City of Fruiland Park hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 1st day of November, 2018
(This date to be entered by DOT only)
entered into an Agreement whereby the Department retained the Contractor to perform routine maintenance activities in various locations in accordance with Exhibits B & C of the original agreement; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of April, 2022 and ending the 31st day of March, 2025 at a cost of $99,171.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Fruitland Park
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

N/A (SEAL)
Name of Surety

_____ _____
City State

By: N/A
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: District Maintenance Engineer

Legal: _____

Fiscal: ---
Approval as to Availability of Funds

RESOLUTION 2018-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #ASB92, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland desires to make repairs and replacement of existing sidewalk sections of concrete sidewalks along US 441 from the southern city limits to the north city limits; and

WHEREAS, FDOT has determined it would be in its interest and most practical, expeditious and economical for the City to perform the sidewalk improvements and maintenance, as well as slope mowing, large and small machine mowing, tree trimming and removal, chemical grass and weed control, roadside litter removal, road sweeping (mechanical) and edging and sweeping; and

WHEREAS, FDOT agrees to reimburse the City $33,057.00 annually;

WHEREAS, it is necessary to enter into an agreement setting forth the terms and conditions of the parties' obligations; and

WHEREAS, the City of Fruitland Park finds it in the public interest to enter into the Highway Maintenance Memorandum of Agreement, Contract #ASB92; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Highway Maintenance Memorandum of Agreement, Contract #ASB92 with the State of Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Department of Transportation Highway Maintenance Memorandum of Agreement between the State of Florida Department of Transportation and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

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

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

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

City of Fruitland Park

Chris Cheshire, Mayor

Attest:
Esther B. Coulson, City Clerk

Mayor Cheshire	1 (Yes),	(No),	(Abstained),	(Absent)
Vice Mayor Gunter	1 (Yes),	(No),	(Abstained),	(Absent)
Commissioner Lewis	(Yes),	1 (No),	(Abstained),	(Absent)
Commissioner Ranize	1 (Yes),	(No),	(Abstained),	(Absent)
Commissioner Bell	1 (Yes),	(No),	(Abstained),	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION REV. 3/14/2018

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

CONTRACT NO.: ASB92

FINANCIAL PROJECT NO.:425458-1-78-02

This AGREEMENT, entered this 1st day of November, 2018, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Fruitland Park, a political subdivision existing under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 2018-050 dated the 11th day of October, 2018 attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:

   a) MRP Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.
   b) Design Standards, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion.** The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.

COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $8,264.25 per quarter, equating to $33,057.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including MMS breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Philip Maggio. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are

measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:

a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.

b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.

c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Operations Engineer
Name: Philip Maggio, P.E.
Address: 1405 Thomas Avenue Leesburg, FL 34748
Telephone: 352-326-3100
Email: philip.maggio@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Mayor
Name: Chris Cheshire
Address: 506 West Berkman Street
Telephone: 352-360-6727
Email: ccheshire@fruitlandpark.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental **LOCAL GOVERNMENT** in the State of Florida, upon giving prior written notice to the **LOCAL**

GOVERNMENT. In the event that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and

b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Chris Cheshire, Mayor

Printed Name & Title

Attest: _____

Esther B. Coulson, City Clerk

Printed Name & Title

Legal Approval: _____

Anita-Geraci-Carver, City Attorney

DEPARTMENT:

By: _____

Alan Hyman, P.E., Director of Transportation Operations

Attest: _____

NORMA HERRIS

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
11040-000	25/500	Southern City Limits (MP 5.793) to Northern City Limits (MP 9.026)	3.233 Miles

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☐	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☐	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☒	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☐	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☒	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	**Manual Weed Control:** Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	**Chemical Grass and Weed Control:** The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	**Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	**Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	**Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	**Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	**Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	**Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		

To: Geneva.Maynard@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

ASB92

9/25/2018

CONTRACT INFORMATION

Contract:	ASB92
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF FRUITLAND PARK
Vendor ID:	F596031169007
Beginning Date of This Agreement:	04/01/2019
Ending Date of This Agreement:	03/31/2022
Contract Total/Budgetary Ceiling:	ct = $99,171.00
Description:	MOA - CITY OF FRUITLAND PARK

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/25/2018

Action:	Future Year	Future Year
Reviewed or Approved:	*REVIEWED	*REVIEWED
Organization Code:	55054030511	55054030511
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	$33,057.00	$33,057.00
Financial Project:	42545817802	42545817802
Work Activity (FCT):	400	400
CFDA:		
Fiscal Year:	2020	2021
Budget Entity:	55150200	55150200
Category/Category Year:	088712/20	088712/21
Amendment ID:	A001	A001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	/04	/04

Total Amount: $66,114.00

*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

To: Geneva.Maynard@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

ASB92

9/25/2018

CONTRACT INFORMATION

Contract:	ASB92
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Contract Total/Budgetary Ceiling:	ct = $99,171.00
Description:	MOA - CITY OF FRUITLAND PARK

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/25/2018

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55054030511
Expansion Option:	A1
Object Code:	242059
Amount:	$33,057.00
Financial Project:	42545817802
Work Activity (FCT):	400
CFDA:	
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	088712/19
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $33,057.00

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

ITEM TITLE:	**Resolution 2022-010 – CRA Redevelopment Plan Proposal - LPG**
For the Meeting of:	February 24, 2022
Submitted by:	City Attorney/City Manager/Public Works Director
Date Submitted:	February 18, 2022
Funds Required:	$25,000 (20511-30311, $20,000 and 01524-30312, $5,000)
Attachments:	Proposed resolution, LPG Proposal, Professional Services Agreement

Item Description: **Resolution 2022-010 Community Redevelopment Agency Redevelopment Plan Proposal** from LPG Urban & Regional Planners Inc. Recommended for approval at the February 10, 2022 CRA meeting.

Action to be Taken:	**Adopt Resolution** 2022-010.
Staff's Recommendation:	Approval
Additional Comments:	On July 23, 2020, the city commission approved the consulting professional services agreement with LPG.
City Manager Review:	Yes
Mayor Authorization:	Yes

RESOLUTION 2022-010

A RESOLUTION OF THE CITY COMMISSION AND CRA BOARD OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF CITY OF FRUITLAND PARK AND CRA FUNDS IN A TOTAL AMOUNT NOT TO EXCEED $25,000.00 WHICH SHALL BE APPORTIONED IN ACCORDANCE WITH FLORIDA LAW FOR DEVELOPMENT OF PLAN DESIGN STANDARDS; APPROVING THE PROPOSAL FROM LPG URBAN & REGIONAL PLANNERS, INC.; AUTHORIZING THE MAYOR TO EXECUTE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission and CRA Board desire to develop and adopt plan design standards for its CRA district as well as its downtown area;

WHEREAS, the City of Fruitland desires accept the proposal from LPG Urban & Regional Planners, Inc.(LPG) in an amount not to exceed $25,000.00 with payment to be apportioned between the CRA and the City; and

WHEREAS, the City Commission and CRA Board of the City of Fruitland Park, Florida finds it is in the best interest of the City to accept the proposal of LPG as approved by this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The proposal from LPG Urban & Regional Planners, Inc.(LPG) in an amount not to exceed $25,000.00, a copy of which is attached hereto, is accepted and approved

Section 2. The Commission and CRA Board authorize the Mayor to execute the proposal.

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

PASSED AND RESOLVED this _____ day of _____, 2022, by the City Commission and the CRA Board of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____
CHRIS CHESHIRE, MAYOR

ATTEST:

_____
ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire	____(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:

_____
Anita Geraci-Carver, City Attorney

From:	Gary La Venia
To:	Esther Coulson
Subject:	FW: Downtown District
Date:	Monday, January 31, 2022 11:13:27 AM
Attachments:	image001.png

FYI

From: Michael <MichaelR@lpgurp.com>
Sent: Tuesday, January 25, 2022 2:54 PM
To: Gary La Venia <glavenia@fruitlandpark.org>
Cc: Dwayne Williams <dwilliams@fruitlandpark.org>; Greg Beliveau <gregb@lpgurp.com>; Sherie Lindh <sherie@lpgurp.com>
Subject: Downtown District

City Manager La Veina, Good Afternoon.

As per our Planning Services Agreement with the City of Fruitland Park, under Scope of Professional Services 1.B & C we propose a not to exceed fee of $23,000.00 providing the following:

CRA and Downtown District Standards to include

1. Develop design guidelines and identify funding mechanisms;
2. Develop guidelines transitioning downtown and the immediate area to a more inviting, user friendly, pedestrian corridor;
3. Gateway, wayfinding and visibility solutions;
4. Branding, business retention and attraction;
5. Other concepts as desired by City Manager and City Commission.

Services include;

1. Producing an Action Plan;
2. Meeting with staff as needed;
3. Coordinating with Lake County and FDOT as needed;
4. Meeting with Community Leaders as needed;
5. Workshop with City Commission and City Manager as needed.

LPG Urban & Regional Planners are prepared to commence this task with the approval from City Commission anticipating a six (6) month window meeting with staff, City Manager and City Commission as required.

Thank you for the opportunity to serve, The LPG Urban & Regional Planners Team.

Michael Rankin

Michael W. Rankin
Executive Vice President
LPG Urban & Regional Planners, Inc.
1162 Camp Avenue
Mount Dora Florida 32757
michaelr@lpgurp.com
352-638-4407

FRUITLAND PARK DOWNTOWN DISTRICT & CORRIDOR

REDEVELOPMENT PROPOSAL & PLAN

PURPOSE

- PROVIDE A PROACTIVE TOOL FOR COMMUNICATING AND ACHEVING FUTURE VISION AND DESIRED CHARACTER OF THE FRUITLAND PARK DOWNTOWN DISTRICT

VISION

- EMBRACE REVITILIZATION AND ROLE AS A REGIONAL CENTER OF COMMERCE, FEATURING A VIBRANT MIX OF BUSINESSES, HOUSING, INSTITUTIONS, CURTURAL OFFERINGS AND RECREATIONAL AMENITIES ALONG WITH STREETSCAPE AND ENVIRONMENT THAT ATTRACTS RESIDENTS, SHOPPERS AND VISITORS ALIKE. SERVING AS THE GO-TO LOCATION FOR ARTS, ENTERTAINMENT, EVENTS AND RECREATION.
- ADDITIONALLY, IDENTIFY OUTLYING BOUNDARIES OF 441/466/25/BERCKMAN CORRIDORS.

FORMAT

- DESIGN GOALS
- DESIGN GUIDELINES
- DESIGN ELEMENTS

AUDIENCE

- PROPERTY OWNERS
- RESIDENTS
- COMMUNITY LEADERS
- DECISION MAKERS AND STAFF

TASKS

- **BUILDING FORM**
  - HEIGHT, MASSING & PROPORTION
  - SETBACKS
  - CORNERS

TASKS

- **FACADE COMPONENTS**
  - ENTRANCES
  - WINDOWS AND DOORS
  - LIGHTING
  - AWNINGS AND CANOPIES
  - MATERIALS AND COLORS
  - SIGNS
  - PRESERVATION
  - OVERALL DEVELOPMENT

TASKS

- **STREETSCAPE**
  - SIDEWALK AND STREETSCAPE
  - PUBLIC ART

TASKS

- **SITE ENHANCEMENTS**
  - LANDSCAPING
  - SUSTAINABILITY AND STORMWATER
  - CAR PARK AND AMENITIES
  - LOADING & UNLOADING
  - UTILITIES

PRODUCT ROADMAP - 6 MONTHS

WORKSHOP

PRIORITIZE TASKS AND VISION

PRESENT TO COMMISSION

PLANNING AND ZONING

FINAL PRESENTATION TO COMMISSION

ROLLOUT PROGRAM

EXECUTION PLAN

- Team
- Product Budget
- Status Update

UP NEXT

1. COMMISSION APPROVAL
2. MEET WITH STAFF AND SCHEDULE TASKS
3. HOST WORKSHOP
4. DATA ASSEMBLY
5. MEET WITH STAFF
6. PRESENT FINDINGS TO COMMISSION
7. PLANNING AND ZONING
8. COMMISSION PUBLIC HEARING

THANK YOU

MICHAEL W RANKIN
LPG URBAN & REGIONAL PLANNERS, INC
1162 CAMP AVE
MOUNT DORA FLORIDA 32757
MICHAELR@LPGURP.COM
352-638-4407

INSTRUMENT #2020092966
OR BK 5530 PG 752 - 762 (11 PGS)
DATE: 8/25/2020 10:37:18 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $95.00

RESOLUTION 2020-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PLANNING SERVICES AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND LPG URBAN & REGIONAL PLANNERS, INC. FOR PROFESSIONAL PLANNING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY") needs professional planning services in various development and planning projects, and LPG Urban & Regional Planners, Inc. desires to continue providing these services to the City; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it prudent to enter into an agreement with a third-party professional planning group that is capable of providing on-call planning services, special project planning services, GIS technologies, and other services to the City; and

WHEREAS, LPG Urban & Regional Planners, Inc. currently provide such services to the City and the City is very satisfied with its services and desires to continue utilizing its services; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to approve the Planning Services Agreement and finds it is beneficial to the City, its residents, businesses and development community.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Planning Services Agreement, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Planning Services 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 23rd day of July 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

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

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK MMC

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

PLANNING SERVICES AGREEMENT

This Agreement is made and entered into on this 23rd day of July 2020, by and between the **CITY OF FRUITLAND PARK, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 506 W. Berckman Avenue, Fruitland Park, Florida 34731, and **LPG URBAN & REGIONAL PLANNERS, INC.**, a Florida corporation, (hereinafter referred to as "CONSULTANT"), located at 1162 Camp Avenue, Mt. Dora, Florida 32757.

RECITALS

WHEREAS, the CITY desires for CONSULTANT to provide professional planning services to the CITY in various development and planning projects/assignments upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY; and

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

A. The following services will be provided on an as-needed, on-call basis:

- Review of land development applications and supporting documents plans, including but not limited to comprehensive plan amendments, rezoning, annexation, residential and commercial plats, site plans, plats, and other documents submitted to the CITY seeking development approvals.
- Attend meeting with CITY staff and applicants.
- Attend planning and zoning meetings, and city commission meetings.
- Communicate and coordinate with other CITY consultant's.
- Communicate and coordinate with DEO and other governmental agencies relating to planning.

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or designee, or through phone, mail or email communication from the City Manager or designee. It is agreed by the CITY and CONSULTANT that the services outlined below will be compensated in accordance with CONSULTANT'S fee scheduled as **Exhibit A**.

B. Upon request by the CITY, CONSULTANT will provide services such as, but not limited to the following,

- Specific planning guidance including but not limited to review and revise the City's Comprehensive Plan, review and revise the City's land development code, propose new land development regulations as deemed by Consultant to be beneficial to the CITY.
- Creation of specific purpose maps and drawings GIS technologies.
- Preparation of studies to support establishment or updating of Community Redevelopment Plan for the CITY's CRA.
- Such other planning services as may be required and requested by CITY.

C. Upon request for services outlined in paragraph 1.B above, CONSULTANT shall provide the CITY with specific PROPOSAL containing a scope of work and project fee.

D. Upon approval by the CITY, the scope of work and project fee will be specifically set out and incorporated into and become a part of this Agreement.

E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.

F. CONSULTANT is fully responsible under the terms of this Agreement for professional quality relating to planning services furnished to CITY by CONSULTANT.

G. The CITY expressly reserves the right to contract for performance of these services with other consultants.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

A. The services outlined in paragraph 1.A. above will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT in each instance.

B. Such services as described in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written acceptance of the proposal, and shall be completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the Contract time.

3. COMPENSATION AND METHOD OF PAYMENT

A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. above, on the hourly rates outlined in CONSULTANT's fee scheduled as **Exhibit A**.

B. The CONSULTANT reserves the right to propose adjustments in rates or fees on an annual basis to adjust for industry costs. Any changes in rates or fees must be approved by the CITY as a contract amendment.

C. The CONSULTANT shall submit separate invoices/billing statements on or as soon as practical after the first day of each calendar month. CONSULTANT shall submit monthly invoices detailing the services performed and allowable reimbursable expenses incurred during the previous calendar month relating to Work authorized according to paragraph 1.A. above, or as authorized by an executed proposal. Invoices shall be in writing and mailed to the CITY.

D. CONSULTANT shall provide supporting documentation for its invoices as required by the CITY.

E. The CITY shall tender payments in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The CITY reserves the right to withhold payment to the CONSULTANT if the CITY determines that the quantity or quality of the work performed is unacceptable. The CITY shall provide written notice to the CONSULTANT within 10 business days of the CITY'S decision not to pay and the reasons for non-payment.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope of work to be provided. Such changes and method of compensation must be agreed upon in writing by written amendment to this Agreement or proposal issued hereunder prior to any deviation from the terms of the Agreement or proposal including the initiation of any extra work. Such changes shall not bind the CITY unless executed with the same formality as the respective proposal or this Agreement.

5. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for twelve (12) months from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for four additional one (1) year option terms. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 6 below, if CONSULTANT has not completed a task pursuant to paragraph 1.B, then the terms

of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

6. TERMINATION

A. Either the CITY or CONSULTANT may terminate this Agreement without reason by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to not commit itself to any further expenditure of time or resources and deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except any work relating to a particular task that CITY requests CONSULTANT to complete. Then such work shall be delivered to CITY upon completion.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement with ten (10) days advance notice in writing for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

7. INSURANCE

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a $1,000,000 combined single limit for each occurrence, and Professional Liability insurance in an amount no less than $1,000,000 as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

8. NOTICES

All official notices required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

Gary La Venia, City Manager
City of Fruitland Park
506 W. Berckman Avenue
Fruitland Park, FL 34731

If to CONSULTANT:

Greg Beliveau
LPG Urban and Regional Planners, Inc.
1162 Camp Avenue
Mt. Dora, FL 32757

All communications relating to the day-to-day activities of the work under this Agreement shall be exchanged between the CITY and the CONSULTANT'S Project Director.

9. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applications are employed, and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

10. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

11. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

12. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

13. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

14. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

15. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

16. PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the City shall be the property of the City and will be turned over to the City upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

IF THE CONTRACTOR (CONSULTANT) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONSULTANT'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790,

ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, FL 34731.

17. ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and any attachment, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

Anita Geraci-Carver

Print Name:

ATTEST

Esther Coulson, City Clerk

CITY OF FRUITLAND PARK

Chris Cheshire, Mayor

Dated: July 23, 2020

WITNESSES:

Sherie D. Lynch

Print Name:

Elizabeth C Mann

Print Name:

LPG URBAN AND REGIONAL PLANNERS, INC.

Gregory A. Beliveau, President

Dated: Aug 3, 2020

ATTACHMENT A

PUBLIC RATE SCHEDULE

Labor Category	Rate
Principal	$ 155.00/HR.
Landscape Architect	$ 110.00/HR.
Senior Planner	$ 80.00/HR.
GIS Analyst III	$ 75.00/HR.
Planner I	$ 75.00/HR.
Planning Tech	$ 60.00/HR.
Word Processor	$ 50.00/HR.

ATTACHMENT A2

(Revised February 2009)

NON-LABOR CATEGORY	
Mileage	IRS Standard Mileage Rates
Reproduction/Color Copies	at cost
Courier/Express	at cost
Postage	at cost
Outside Consultants	at cost

PLOT PRICING		
A size	8.5 X 11	$ 2.00 each
B size	8.5 X 14	$ 2.00 each
C size	11 X 17	$ 3.50 each
D size	18 X 24	$ 6.00 each
E size	24 X 36	$ 15.00 each
F size	36 X 48	$ 25.00 each
Custom	Custom	$ 1.50 sq. ft.
Custom	Custom	$ 1.50 sq. ft.

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

ITEM TITLE: **Resolution 2022-011 Mirror Lake Baffle Box**

For the Meeting of: February 24, 2022

Submitted by: City Manager

Date Submitted: February 18,2022

Funds Required: 01001 33777 $400,000
Stormwater Budget Baffle Box Grant

Attachments: Proposed resolution and proposal

Item Description: **Invitation to Bid 2021-03.** At the February 10, 2022 regular meeting, the city commission awarded ITB 2021-03 Mirror Lake Baffle Box to the low responsive and responsible bidder and sole source contractor to Utility Technicians Inc. for the installation of a stormwater baffle box in the rights-of-way of Mirror Lake Drive and adjacent area for $239,650.

Action to be Taken: **Adopt Resolution 2022-011.**

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2022-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT DOCUMENTS BETWEEN UTILITY TECHNICIANS, INC. AND THE CITY OF FRUITLAND PARK INCLUSIVE OF THE BID FORM DATED FEBRUARY 2, 2022 AS SUBMITTED BY UTILITY TECHNICIANS, INC. IN RESPONSE TO BID NO. 2021-03 - MIRROR LAKE BAFFLE BOX PROJECT; APPROVING A CONTRACT SUM OF $239,650.00; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the contract documents between the City and Utility Technicians, Inc.to provide and install a baffle box at Mirror Lake in accordance with the engineered design and construction documents, prepared by Halff Associates, Inc.; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to enter into the agreement with Halff for these services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Contract Documents for Mirror Lake Baffle Box Project between Utility Technicians, Inc. and the City of Fruitland Park (the "Agreement"), inclusive of the Bid Form dated February 2, 2022, as submitted by Utility Technicians, Inc. in response to Bid No. 2021-02, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Contract in the sum of $239,650.00.

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

PASSED AND RESOLVED this ____ day of February, 2022, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____
Chris Cheshire, Mayor

ATTEST:

_____

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire _____ (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 and legality:

_____
Anita Geraci-Carver, City Attorney

ORIGINAL

SECTION 00300
BID FORM

DATE SUBMITTED: 2/02/2022

PROJECT IDENTIFICATION: **CITY OF FRUITLAND PARK**
MIRROR LAKE BAFFLE BOX
CITY OF FRUITLAND PARK BID NO. 2021-03

NAME OF BIDDER: Utility Technicians, Inc.

BUSINESS ADDRESS: 630 Goodbar Avenue
Umatilla, FL 32784

Telephone Number: 352-669-5822

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1225516 & CGC061548

THIS BID IS SUBMITTED TO: **Gary LaVenia**
City Manager
CITY OF FRUITLAND PARK
506 West Berkman Street
Fruitland Park, FL 34731

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

   (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. 1	Dated 1/31/22	No._____	Dated_____
No._____	Dated_____	No._____	Dated_____
No._____	Dated_____	No._____	Dated_____
No._____	Dated_____	No._____	Dated_____
No._____	Dated_____	No._____	Dated_____
No._____	Dated_____	No._____	Dated_____

(b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) Bidder has given City Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder submits the following lump sum/unit prices to perform all the work as required by the Drawings and Specifications.

Item	Description	Estimated Quantity	Unit	Unit Price (In Words)	Unit Price (Numbers)	Total Price (Numbers)
1	Mobilization/Demobilization	1	LS	Eighteen Thousand	18,000.00	18,000.00
2	Maintenance of Traffic	1	LS	Six Thousand	6,000.00	6,000.00
3	Survey/As-builts	1	LS	Forty Five Hundred	4,500.00	4,500.00
4	Demo 6" PVC	150	LF	Fifteen	15.00	2,250.00
5	Demo Existing Flume & Inlet	1	LS	Fifty Three Hundred	5,300.00	5,300.00
6	Silt Fence	200	LF	Seven	7.00	1,400.00
7	Turbidity Barrier	100	LF	Twenty Three	23.00	2,300.00
8	30" RCP	60	LF	One Hundred Seventy	170.00	10,200.00
9	Suntree Technologies Baffle Box	1	OnS	Hundred FourteenThousand	114,000.00	114,000.00
10	Earthwork	1	LS	Seventeen Thousand	17,000.00	17,000.00
11	Sod	1,000	SY	Seven	7.00	7,000.00
12	Repair Existing	1	LS	Seven Thousand	7,000.00	7,000.00
13	Testing	1	LS	Seventeen Hundred	1,700.00	1,700.00
14	Drop Manhole	1	EA	Six Thousand	6,000.00	6,000.00
15	Type C Inlet	1	EA	Seven Thousand	7,000.00	7,000.00
16	Type D Curb	30	LF	One Hundred Ten	110.00	3,300.00
17	Type F Curb	100	LF	Seventy	70.00	7,000.00
18	Concrete Flume (6" Depth)	2	CY	Twenty Five Hundred	2,500.00	5,000.00
19	30" MES with Splash Pad	1	EA	Ten Thousand	10,000.00	10,000.00

Subtotal $ 234,950.00

110% Payment and Performance Bond $ 4,700.00

Total Price $ 239,650.00

TOTAL BASE BID PRICE for the Contract (Sum of Items 1-19 plus bonds):

Two Hundred Thirty Nine Thousand Six Hundred Fifty Dollars (In Words)

$ 239,650.00 (In Figures)

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

4. The following documents are attached to and made a condition of this Bid:

   (a) Bid Security (surety bond or cashier's check).
   (b) Power of Attorney (for surety bond only).
   (c) Questionnaire (Bidding Documents, Section 00301).
   (d) Subcontractor Listing (Bidding Documents, Section 00301-A).
   (e) Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420).
   (f) Noncollusion Affidavit (Bidding Documents, Section 00480).
   (g) Trench Safety Affidavit (Bidding Documents, Section 00490).
   (h) A separate sheet or sheets, clearly identified and numbered, of exceptions or deviations from the Specifications.
   (i) Bidder Certification (Bidding Documents, Section 00020)
   (j) Drug Free Work Place Certificate (Bidding Documents, Section 00020)
   (k) Certificate of Insurability

5. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

NAME OF BIDDER: Utility Technicians, Inc.

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

SOLE PROPRIETORSHIP

n/a (SEAL)

(Individual's Signature)

n/a (SEAL)

(Individual's Name)

Doing Business as: _____

Business Address: _____

_____

Telephone No.: _____

Florida License No.: _____

NAME OF BIDDER: Utility Technicians, Inc.

A PARTNERSHIP

n/a (SEAL)

(Partnership Name)

n/a

(General Partner's Signature)

n/a

(General Partner's Name)

Doing Business as:

Business Address:

Telephone No.:

Florida License No.:

NAME OF BIDDER: Utility Technicians, Inc.

A CORPORATION

Utility Technicians, Inc. (SEAL)

(Corporation Name)

Florida

(State of Incorporation)

BY Tait Bennett

(Name of Person Authorized to Sign)

Vice President

(Title)

(Authorized Signature)

(CORPORATE SEAL)

ATTEST

(Treasurer)

Doing Business as: Utility Technicians, Inc.

Business Address: 630 Goodbar Avenue

Umatilla, FL 32784

Telephone No.: 352-669-582
2

Corporation President John Purland

Florida License No.: CUC1225516 & CGC061548

NAME OF BIDDER: Utility Technicians, Inc.

A JOINT VENTURE

By n/a (SEAL)
(Name)

By n/a
(Address)

By n/a (SEAL)
(Name)

By n/a
(Address)

Doing Business as: _____

Business Address: _____

_____

Telephone No.: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

7. List the following in connection with the Surety which is providing the Bid Bond. Surety's Name: Surety's Address:

Surety's Name: The Gray Insurance Company

Surety's Address: P O Box 6202

Metaire, LA 70009-6202

Name and address of Surety's resident agent for service of process in Florida:

Florida Surety Bonds

620 N Wymore Rd, Suite 200, Maitland, FL 32751

END OF SECTION

SECTION 00301
QUESTIONNAIRE

DATE 2/02/2022

PROJECT IDENTIFICATION:
City of Fruitland Park – Mirror Lake Baffle Box

NAME OF BIDDER: Utility Technicians, Inc.

BUSINESS ADDRESS: 630 Goodbar Ave, Umatilla, FL 32784

TELEPHONE NO.: 352-669-5822

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1225516 & CGC061548

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor?

   35 years as UC Contractor and 4 years as General Contractor

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

   City of Umatilla Trowell Avenue Baffle Box in 2021

3. Have you ever failed to complete work awarded to you? If so, where and why?

   No

4. Name three (3) municipalities for which you have performed work and to which you refer:

   City of Umatilla

   City of Eustis

   City of Leesburg

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?

   Yes

6. Will you Subcontract any part of this Work? If so, describe which portions:

Yes, Sodding

7. What equipment do you own that is available for the Work?

Loader and Excavator

8. What equipment will you purchase for the Work?

None

9. What equipment will you rent for the Work?

Crane and large excavator

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

*Financial Summary Attached

11. State the true and exact, correct, and complete name under which you do business. Bidder is:

Utility Technicians, Inc.

END OF SECTION

SECTION 00301-A
SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project.

Firm Name: North Lake Sod, LLC
Address: 974 Hawk Landing, Fruitland Park, FL 34731
Telephone No: ( ) - 352-340-2345
Trade: Sodding **Estimated Dollar Amount:** $2500

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount:** $

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount:** $

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount:** $

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount:** $

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount:** $

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount:** $

END OF SECTION

SECTION 00410
BID BOND

Executed in 3 Counterparts

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Utility Technicians, Inc. as Principal, and The Gray Insurance Company as Surety, are hereby held and firmly bound unto the CITY OF FRUITLAND PARK, as Owner in the penal sum of, (five percent (5%) of the Contract Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 2nd day of February, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF FRUITLAND PARK, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **City of Fruitland Park – Mirror Lake Baffle Box.**
Bid No. 2021-03

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:

   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   2.2 All bids are rejected by Owner, or

   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Utility Technicians, Inc. Trait Bennett

By: _____ (L.S.)

Title: Vice President

Attest: _____ Treasurer
Signature and Title

Surety (Print Full Name):

The Gray Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Gloria A Richards
Signature (attach power of attorney)
Gloria A. Richards*,

Title: Attorney-In-Fact & FL Licensed Resident Agent
*Inquiries: 407-786-7770

Attest: _____
Signature and Title Coralise Medal, Witness

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

Florida Surety Bonds
01/26/2022 09:42 288288002390

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Utility Technicians, Inc.

Project: Bid No. 2021-03, City of Fruitland Park - Mirror Lake Baffle Box

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley, Gloria A. Richards, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 2nd day of February , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 2nd day of February , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

FLORIDA SURETY BONDS, INC. Phone 407-786-7770 Maitland, FL

SECTION 00420
CORPORATE RESOLUTION

I, Mark Ashbaugh, Treasurer of Utility Technicians, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on January 28th, 2022 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to City of Fruitland Park for the construction of Mirror Lake Baffle Box.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICE	OFFICIAL SIGNATURE
John Purland	President	
Tait Bennett	Vice President	
Mark Ashbaugh	Treasurer	

IN WITNESS WHEREOF, I have hereunto subscribed my name as Treasurer and affixed the seal of the corporation this 2nd day of February, 2022

END OF SECTION

SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Lake

Tait Bennett, being first duly sworn deposes and says that:

1. He is the Vice President, of Utility Technicians, Inc., the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By _____

Sworn and subscribed to before me this 1 day of FEBRUARY, 2022, in the State of Florida, County of Lake.

ALEX. S. STEVENS Notary Public

ALEX S. STEVENS
Notary Public-State of Florida
Commission # HH 213244
My Commission Expires
January 04, 2026

My Commission Expires: JAN 04. 2026

END OF SECTION

SECTION 00490
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost

City of Fruitland Park – Mirror Lake Baffle Box

A. Back Sloping

Fifteen Hundred Dollars
(Cost in Words)

TOTAL $ 1,500.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Utility Technicians, Inc. DATE: 2/02/22

BY: _____
Tait Bennett (Vice President)

END OF SECTION

BIDDER CERTIFICATION

"I, the undersigned, certify that I have received all addenda. I understand that timely commencement/delivery may be considered in award of bid, and that cancellation of bid/award will be considered if commencement/delivery time is not met, and that untimely delivery may be cause for assessment of liquidated damages claims. I certify that the equipment or products meet or exceed the Specifications, and that the undersigned declares that I have carefully examined any and all plans, blueprints, specifications, terms and conditions as applicable for this bid, and that I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify that neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare that I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for any fraudulent purpose."

Signature _____ Date Signed 2-2-22

Printed Name Tait Bennett Title Vice President

Title Vice President Telephone Number (352) 669-5822

Company Utility Technicians, Inc. Fax Number (352) 669-6037

Address 630 Goodbar Avenue City/State Umatilla, FL Zip 32784

Email tbennett@utilitytechnicians.com

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

_____
(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein."

_____
Authorized Signature

2/2/22
Date Signed

State of: FLORIDA

County of: LAKE

Sworn to and subscribed before me this 2 day of FEBRUARY, 2022

Personally known X or Produced Identification _____
(Specify Type of Identification)

Alex S. Stevens
Signature of Notary

My Commission Expires JAN. 04, 2026

ALEX S. STEVENS
Notary Public-State of Florida
Commission # HH 213244
My Commission Expires
January 04, 2026

END OF DOCUMENT

Utility Technicians INC

PCI Plastic Composites, Inc.

Lift Stations • Raven & SewperCoat • CCTV

City of Fruitland Park Mirror Lake Stormwater Baffle Box Project /

Similar Completed Projects List

Contract Amount/ Completion Date	Project Name/ Location & Description	Project Owner Information	Project Engineer Information
$84,420.00 September 2018	Lake Umatilla Stormwater Improvement Project Installation of stormwater baffle box and associated storm pipe removal and replacement.	City of Umatilla 1 South Central Avenue Umatilla, FL 32784 Contact: Aaron Mercer- Public Works Director (352) 669-1539	BESH Engineering 902 N Sinclair Avenue Tavares, FL 32778 Contact: Mike Scullion- Project Engineer (352) 343-8481
$446,062.00 May 2019	Tavares Lane Park Wet Well & Forcemain Improvements Installation of a pre-cast concrete wet well and associated pumps, controls and piping including site dewatering and earthwork.	City of Tavares 201 East Main Street Tavares, FL 32778 Contact: Brian Dykes- Utility Inspector (352) 800-9326	Wicks Engineering Services 225 West Main Street Tavares, FL 32778 Contact: Michael Brooks- Project Engineer (352) 343-8667
$122,124.00 November 2020	Rehabilitation of Brevard County Lift Stations M-17 & V-11 Rehabilitation of two existing lift stations and related pipework.	Brevard County 2725 Judge Fran Jamieson Way Bldg C, 3rd Floor, Suite C-303 Viera, FL 32940 Contact: Stephanie Reynold- Procurement Analyst (321) 617-7390	None, Work Scope per Brevard County

630 Goodbar Avenue, Umatilla, FL 32784
Office: 352-669-5822 / Fax: 352-669-6037 / www.utilitytechnicians.com
Lic# CUC1225516 | Lic# CUC1225656

OSD

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PURLAND, JOHN

UTILITY TECHNICIANS, INC.
630 GOODBAR AVENUE
UMATILLA FL 32784

LICENSE NUMBER: CUC1225656

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRAUB, MICHAEL JOHN

UTILITY TECHNICIANS, INC.
630 GOODBAR AVE
UMATILLA FL 32784

LICENSE NUMBER: CGC061548

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2021

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

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

PRODUCER	**CONTACT NAME:** Shelly Moore CIC
Brown & Brown Leesburg	**PHONE (A/C, No, Ext):** (352) 787-2431 **FAX (A/C, No):** (352) 787-9922
1300 Citizens Blvd, Suite 100	**E-MAIL ADDRESS:** Shelly.Moore@bbleesburg.com
Leesburg FL 34748	
INSURED	
Utility Technicians, Inc.	
630 Goodbar Ave.	
Umatilla FL 32784	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Trust Insurance Company	20141
INSURER B :	FCCI Insurance Company	10178
INSURER C :	Bridgefield Casualty Insurance Company	10335
INSURER D :	Tokio Marine Specialty Insurance Company	23850
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 21-22 UTI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL100056206-01	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			CA100056207-01	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB100056210-01	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		196-50882	04/24/2021	04/24/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractor's Pollution			PPK2105330	04/01/2021	04/01/2022	Each Incident Aggregate	$2,000,000 $2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Utility Technicians INC PCI Plastic Composites, Inc.

Lift Stations • Raven & SewperCoat • CCTV

Exhibit D

EQUIPMENT - RESPONSIVENESS / AVAILABILITY

Utility Technicians, Inc. is based in Umatilla, Florida. This central location allows the company to respond to customer needs in all regions of the State. Technicians have easy access to all major highways, expressways, and toll roads, and can respond to any client quickly.

Utility Technicians owns, operates, and maintains equipment needed with its projects, such as excavation machines, dewatering equipment, sewage by-pass equipment, generators, pumps, air compressors, portable tanks, etc. along with a fleet of trucks.

Service trucks are all stored in Umatilla. Constructions trucks and equipment are stored at two facilities, also in Umatilla, with both yards in close proximity to each other. These locations, coupled with the fact that all foreman and field personnel live in this general area, allow quick responsiveness of vehicles and technicians.

Company-Owned Equipment

Four (4) Mini Excavators with Trailers

One (1) Rubber Tire Backhoe / Loader minimum 15,000 lbs.

Four (4) Equipment Transporters

One (1) Jetter/Vac Truck with 600 feet jetter hose

One (1) Pipe line Video Camera Truck with 600 feet capacity, 6" to 24"

One (1) Pressure Grouting and Leak Stopping Rig for Manhole Etc.

One (1) Air Compressor and jack hammer

Two (2) Air Compressor, Sand Blasting, and Safety Equipment

One (1) Road boring up to 4' diameter, 50 feet long

One (1) Well point system, maximum 200 feet

Five (5) Mud Pumps with hoses

Two (2) Trash Pumps with hoses

Two (2) Portable Lift Station Systems

Three (3) Welders

Three (3) Engine-Driven Stand by Pumps (gas, diesel, electric)

Two (2) Sets of Confined Space Entry Equipment

Two (2) 1-ton utility body service body trucks equipped with pipe racks, generator, hand tools, and 3,000 lb. service crane, electrical test equipment, pipe repair fittings up to 2", electrical control panel parts

Three (3) 2-ton utility body construction truck equipped with pipe racks, generator/welder, hand tools, and 5,000 lb. service crane

One (1) construction truck equipped with hand tools and generator/welder

One (1) 2 ton Construction, Manhole Rehab Truck and Trailer

Two (2) 1.5 Ton Flat Bed Trucks

One (1) 5,000 Gallon Portable Sewage Tank Trailer

One (1) 1,500 Gallon Portable Potable Water Hydro Tank Trailer

One (1) 3,500 Gallon Portable Potable Water Hydro Tank Trailer

One (1) 10,000 Gallon Portable Potable Water Hydro Tank Trailer

One (1) Mr. Manhole/Concrete Mixer to replace Manhole Ring and Covers

Misc Compaction Equipment

venue
2784

2.25 m

PROJECT NAME: CITY OF FRUITLAND PARK-
MIRROR LAKE BAFFLE BOX.

HALFF AVO: $43866.75

OWNER/BID NO: CITY OF FRUITLAND PARK/2021-03

Utility Technicians, Inc.

Water and Sewer Specialty Contractor
State Licensed Utility Contractor #CUCO52605

Office (352) 669-5822
Fax (352) 669-6037

630 Goodbar Avenue
Umatilla, Florida 32784

February 2, 2022

Gary LaVenia
City of Fruitland Park
506 W Berkman Street
Fruitland Park, FL 34731

RE: (6) Copies of Schedule of Unit Prices

Dear Mr. LaVenia,

Please find the enclosed copies of the Schedule of Values from our bid submitted February 2, 2022 for the Mirror Lake Baffle Box Project. These are being submitted to you as to comply with the requirements of the project's Contract Documents, "Instructions to Bidders", Paragraph 5.6.

Please contact me if any other information is needed.

Thank you,

Michael Straub
Estimator / Project Manager
Ph. (352) 267-2134

4. Bidder submits the following lump sum/unit prices to perform all the work as required by the Drawings and Specifications.

Item	Description	Estimated Quantity	Unit	Unit Price (In Words)	Unit Price (Numbers)	Total Price (Numbers)
1	Mobilization/Demobilization	1	LS	Eighteen Thousand	18,000.00	18,000.00
2	Maintenance of Traffic	1	LS	Six Thousand	6,000.00	6,000.00
3	Survey/As-builts	1	LS	Forty Five Hundred	4,500.00	4,500.00
4	Demo 6" PVC	150	LF	Fifteen	15.00	2,250.00
5	Demo Existing Flume & Inlet	1	LS	Fifty Three Hundred	5,300.00	5,300.00
6	Silt Fence	200	LF	Seven	7.00	1,400.00
7	Turbidity Barrier	100	LF	Twenty Three	23.00	2,300.00
8	30" RCP	60	LF	One Hundred Seventy	170.00	10,200.00
9	Suntree Technologies Baffle Box	1	Obe	Hundred FourteenThousand	114,000.00	114,000.00
10	Earthwork	1	LS	Seventeen Thousand	17,000.00	17,000.00
11	Sod	1,000	SY	Seven	7.00	7,000.00
12	Repair Existing	1	LS	Seven Thousand	7,000.00	7,000.00
13	Testing	1	LS	Seventeen Hundred	1,700.00	1,700.00
14	Drop Manhole	1	EA	Six Thousand	6,000.00	6,000.00
15	Type C Inlet	1	EA	Seven Thousand	7,000.00	7,000.00
16	Type D Curb	30	LF	One Hundred Ten	110.00	3,300.00
17	Type F Curb	100	LF	Seventy	70.00	7,000.00
18	Concrete Flume (6" Depth)	2	CY	Twenty Five Hundred	2,500.00	5,000.00
19	30" MES with Splash Pad	1	EA	Ten Thousand	10,000.00	10,000.00

Subtotal $ 234,950.00

110% Payment and Performance Bond $ 4,700.00

Total Price $ 239,650.00

TOTAL BASE BID PRICE for the Contract (Sum of Items 1-19 plus bonds):

Two Hundred Thirty Nine Thousand Six Hundred Fifty Dollars (In Words)

$ 239,650.00 (In Figures)

4. Bidder submits the following lump sum/unit prices to perform all the work as required by the Drawings and Specifications.

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3	Survey/As-builts	1	LS	Forty Five Hundred	4,500.00	4,500.00
4	Demo 6" PVC	150	LF	Fifteen	15.00	2,250.00
5	Demo Existing Flume & Inlet	1	LS	Fifty Three Hundred	5,300.00	5,300.00
6	Silt Fence	200	LF	Seven	7.00	1,400.00
7	Turbidity Barrier	100	LF	Twenty Three	23.00	2,300.00
8	30" RCP	60	LF	One Hundred Seventy	170.00	10,200.00
9	Suntree Technologies Baffle Box	1	Ea	One Hundred FourteenThousand	114,000.00	114,000.00
10	Earthwork	1	LS	Seventeen Thousand	17,000.00	17,000.00
11	Sod	1,000	SY	Seven	7.00	7,000.00
12	Repair Existing	1	LS	Seven Thousand	7,000.00	7,000.00
13	Testing	1	LS	Seventeen Hundred	1,700.00	1,700.00
14	Drop Manhole	1	EA	Six Thousand	6,000.00	6,000.00
15	Type C Inlet	1	EA	Seven Thousand	7,000.00	7,000.00
16	Type D Curb	30	LF	One Hundred Ten	110.00	3,300.00
17	Type F Curb	100	LF	Seventy	70.00	7,000.00
18	Concrete Flume (6" Depth)	2	CY	Twenty Five Hundred	2,500.00	5,000.00
19	30" MES with Splash Pad	1	EA	Ten Thousand	10,000.00	10,000.00

Subtotal $ 234,950.00

110% Payment and Performance Bond $ 4,700.00

Total Price $ 239,650.00

TOTAL BASE BID PRICE for the Contract (Sum of Items 1-19 plus bonds):

Two Hundred Thirty Nine Thousand Six Hundred Fifty Dollars (In Words) $ 239,650.00 (In Figures)

4. Bidder submits the following lump sum/unit prices to perform all the work as required by the Drawings and Specifications.

Item	Description	Estimated Quantity	Unit	Unit Price (In Words)	Unit Price (Numbers)	Total Price (Numbers)
1	Mobilization/Demobilization	1	LS	Eighteen Thousand	18,000.00	18,000.00
2	Maintenance of Traffic	1	LS	Six Thousand	6,000.00	6,000.00
3	Survey/As-builts	1	LS	Forty Five Hundred	4,500.00	4,500.00
4	Demo 6" PVC	150	LF	Fifteen	15.00	2,250.00
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7	Turbidity Barrier	100	LF	Twenty Three	23.00	2,300.00
8	30" RCP	60	LF	One Hundred Seventy	170.00	10,200.00
9	Suntree Technologies Baffle Box	1	Ea	One Hundred FourteenThousand	114,000.00	114,000.00
10	Earthwork	1	LS	Seventeen Thousand	17,000.00	17,000.00
11	Sod	1,000	SY	Seven	7.00	7,000.00
12	Repair Existing	1	LS	Seven Thousand	7,000.00	7,000.00
13	Testing	1	LS	Seventeen Hundred	1,700.00	1,700.00
14	Drop Manhole	1	EA	Six Thousand	6,000.00	6,000.00
15	Type C Inlet	1	EA	Seven Thousand	7,000.00	7,000.00
16	Type D Curb	30	LF	One Hundred Ten	110.00	3,300.00
17	Type F Curb	100	LF	Seventy	70.00	7,000.00
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Subtotal $ 234,950.00

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Total Price $ 239,650.00

TOTAL BASE BID PRICE for the Contract (Sum of Items 1-19 plus bonds):

Two Hundred Thirty Nine Thousand Six Hundred Fifty Dollars (In Words)

$ 239,650.00 (In Figures)

RECEIVED
FEB 04 2021
By

11:30 am RE

ATTN: GARY LAVENIA
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

RE: MIRROR LAKE BAFFLE BOX
> COPIES OF SCHEDULE OF VALUES

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

ITEM TITLE: **ITB 2021-04 Urick Street Force Main**
For the Meeting of: February 21, 2022
Submitted by: City Manager
Date Submitted: February 3,2022
Funds Required:
Attachments: Proposal and Bid Opening

Item Description: **Invitation to Bid 2021-04 Urick Street Force Main Extension Project** located in the rights-of-way of Urick Street, CR 468, Berckman Street, Rose Avenue, Hall Street and Poinsettia Avenue received from Cathcart Construction Company – Florida LLC with:

- Intersection of Poinsettia Avenue and Hall Street - $2,608,685
- Intersection of Miller Street and Rose Avenue $1,735,650

This item was postponed from the February 10, 2022 regular meeting for more information.

Action to be Taken:

Staff's Recommendation:

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

SECTION 00300
BID FORM

DATE SUBMITTED: February 2, 2022

PROJECT IDENTIFICATION: **CITY OF FRUITLAND PARK**
URICK STREET FORCE MAIN EXTENSION
CITY OF FRUITLAND PARK BID NO. 2021-04

NAME OF BIDDER: Cathcart Construction Company–Florida, LLC

BUSINESS ADDRESS: 2564 Connection Point, Oviedo, FL 32765

Telephone Number: 407-629-2900

CONTRACTOR'S FLORIDA LICENSE NO.: CGC 051005

THIS BID IS SUBMITTED TO: **Gary La Venia**
City Manager
CITY OF FRUITLAND PARK
506 West Berckman Street
Fruitland Park, FL 34731

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

   (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. 1	Dated 1/10/22	No.	Dated
No. 2	Dated 1/28/22	No.	Dated
No.	Dated	No.	Dated
No.	Dated	No.	Dated
No.	Dated	No.	Dated
No.	Dated	No.	Dated

(b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) Bidder has given City Clerk written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

NAME OF BIDDER: Cathcart Construction Company--Florida, LLC

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. The following documents are attached to and made a condition of this Bid:

- √ (a) Bid Security (surety bond or cashier's check).
- X (b) Power of Attorney (for surety bond only).
- √ (c) Questionnaire (Bidding Documents, Section 00301).
- √ (d) Subcontractor Listing (Bidding Documents, Section 00301-A).
- √ (e) Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420).
- √ (f) Noncollusion Affidavit (Bidding Documents, Section 00480).
- √ (g) Trench Safety Affidavit (Bidding Documents, Section 00490).
- (h) A separate sheet or sheets, clearly identified and numbered, of exceptions or deviations from the Specifications.
- √ (i) Bidder Certification (Bidding Documents, Section 00020)
- √ (j) Drug Free Work Place Certificate (Bidding Documents, Section 00020)
- √ (k) Certificate of Insurability

6. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

NAME OF BIDDER: Cathcart Construction Company--Florida, LLC

A CORPORATION

Cathcart Construction Company--Florida, LLC (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Matt Blanton
(Name of Person Authorized to Sign)

President
(Title)

(Authorized Signature)

(CORPORATE SEAL)

ATTEST
(Secretary)

Doing Business as: Cathcart Construction Company--Florida, LLC

Business Address: 2564 Connection Point, Oviedo, FL 32765

Telephone No.: 407-629-2900

Corporation President Matt Blanton

Florida License No.: CGC051005

City of Fruitland Park
Urick Street Force Main Extension
Bid Form

ALTERNATE BASE BID
FROM: Point of Connection at the instersection of Poinsette Avenue and Hall Street
TO: Point of Termination on Urick Street

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	185,000	185,000
2	MAINTENANCE OF TRAFFIC	1	LS	100,000	100,000
3	CLEARING & GRUBBING R/W	1	LS	150,000	150,000
4	8" C-900, DR18 PVC FORCE MAIN	3240	LF	80	259,200
5	10" C-900, DR18 PVC FORCE MAIN	4880	LF	100	488,000
6	10" DIP FORCE MAIN	70	LF	125	8,750
7	DIRECTIIONAL DRILL 10" PE-3408 SDR11 FORCE MAIN	680	LF	125	85,000
8	DIRECTIIONAL DRILL 12" PE-3408 SDR11 FORCE MAIN	2,120	LF	150	318,000
9	8" PLUG VALVE & BOX	5	EA	8,000	40,000
10	10" PLUG VALVE & BOX	8	EA	9,000	72,000
11	AIR RELEASE VALVE AND VAULT	19	EA	23,000	437,000
12	CONNECT TO EXISTING FORCE MAIN	1	EA	7,500	7,500
13	PIPE FITTINGS	1	LS	60,000	60,000
14	OPEN CUT AND REPAIR ASPHALT ROADWAY	60	SY	100	6,000
15	OPEN CUT AND REPAIR ASPHALT DRIVEWAY	30	SY	100	3000
16	OPEN CUT AND REPAIR CONCRETE DRIVEWAY	210	SY	95	19950
17	OPEN CUT AND REPAIR CONCRETE SIDEWALK	245	SY	85	20,825
18	OPEN CUT AND REPAIR GRAVEL DRIVEWAY	15	SY	75	1125
19	REMOVING AND REINSTALLING 18" CMP	100	LF	100	10,000
20	REMOVING AND REINSTALLING MITERED END SECTION	10	EA	2,000	20,000
21	CONSTRUCTION STAKING/AS-BUILT	1	LS	50,000	50,000
22	PRESSURE TESTING	1	LS	50,000	50,000
23	DENSITY TESTING	1	LS	25,000	25000
24	RESTORATION/BAHIA SOD & WATERING	18767	SY	5	93,835
25	EROSION CONTROL/SILT FENCE	11,500	LF	4	46,000
26	NPDES PERMIT	1	LS	2,500	2,500
27	110% PAYMENT/PERFORMANCE BOND	1	LS	50,000	50,000
	BASE BID TOTAL				1,608,685

1. It shall be the responsibility of the BIDDER to perform whatever tests and/or calculations as are necessary to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis of payment to the Contractor credit to the Owner, for such increase or decrease in the work.

3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case of additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.

City of Fruitland Park
Urick Street Force Main Extension
Bid Form

BASE BID
FROM: Point of Connection at the instersection of W. Miller Street (CR466A) and Rose Avenue
TO: Point of Termination on Urick Street

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	150,000	150,000
2	MAINTENANCE OF TRAFFIC	1	LS	75,000	75,000
3	CLEARING & GRUBBING R/W	1	LS	125,000	125,000
4	4" C-900, DR18 PVC FORCE MAIN	7055	LF	45	317,475-
5	4" DIP FORCE MAIN	—	LF	—	4,550
6	DIRECTIIONAL DRILL 6" PE-3408 SDR11 FORCE MAIN	2600	LF	100	260,000
7	4" PLUG VALVE & BOX	9	EA	3,500	31,500
8	AIR RELEASE VALVE AND VAULT	16	EA	23,000	368,000
9	CONNECT TO EXISTING FORCE MAIN	1	EA	7,500	7,500
10	PIPE FITTINGS	1	LS	30,000	30,000
11	OPEN CUT AND REPAIR ASPHALT ROADWAY	60	SY	100	6,000
12	OPEN CUT AND REPAIR ASPHALT DRIVEWAY	30	SY	100	3,000
13	OPEN CUT AND REPAIR CONCRETE DRIVEWAY	210	SY	95	19,950
14	OPEN CUT AND REPAIR CONCRETE SIDEWALK	245	SY	85	20,825
15	OPEN CUT AND REPAIR GRAVEL DRIVEWAY	15	SY	75	1,125
16	REMOVING AND REINSTALLING 18" CMP	100	LF	100	10,000
17	REMOVING AND REINSTALLING MITERED END SECTION	10	EA	2000	20,000
18	CONSTRUCTION STAKING/AS-BUILT	1	LS	50,000	50,000
19	PRESSURE TESTING	1	LS	50,000	50,000
20	DENSITY TESTING	1	LS	25,000	25,000
21	RESTORATION/BAHIA SOD & WATERING	15,555	SY	5	77,775
22	EROSION CONTROL/SILT FENCE	10,000	LS	4	40,000
23	NPDES PERMIT	1	LS	2,500	2,500
23	110% PAYMENT/PERFORMANCE BOND	1	LS	45,000	45,000
	BASE BID TOTAL				1,735,650-

1. It shall be the responsibility of the BIDDER to perform whatever tests and/or calculations as are necessary to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis of payment to the Contractor credit to the Owner, for such increase or decrease in the work.

3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case of additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.

SECTION 00301
QUESTIONNAIRE

DATE 2/1/22

PROJECT IDENTIFICATION:
City of Fruitland Park – Urick Street Force Main Extension

NAME OF BIDDER: Cathcart Construction Company--Florida, LLC

BUSINESS ADDRESS: 2564 Connection Point, Oviedo, FL 32765

TELEPHONE NO.: 407-629-2900

CONTRACTOR'S FLORIDA LICENSE NO.: CGC 051005

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor?

   30 YEARS

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

   HOLLY AVE IMPROV - CITY of ORANGE CITY, $6,857,000
   6/2020, FORCE MAIN, RECLAIMED WATER, GRAVITY
   SEWER

3. Have you ever failed to complete work awarded to you? If so, where and why?

   NO

4. Name three (3) municipalities for which you have performed work and to which you refer:

   CITY of ORLANDO - (407) 246 3182
   ORANGE COUNTY - (407) 506-2120
   CITY of ST. CLOUD - (407) 957-7344

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?

   YES, NO ISSUES

6. Will you Subcontract any part of this Work? If so, describe which portions:

ASPHALT
DIRECTIONAL DRILL

7. What equipment do you own that is available for the Work?

BACKHOES, LOADER, COMPACTION, TRUCKS

8. What equipment will you purchase for the Work?

NONE

9. What equipment will you rent for the Work?

NONE

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

SEE ATTACHED

11. State the true and exact, correct, and complete name under which you do business. Bidder is:

CATHCART CONSTRUCTION COMPANY, FL, LLC

END OF SECTION

SECTION 00301-A
SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project.

Firm Name: K3 DIRECTIONAL DRILLING, INC.
Address: 8526 SW KANSAS AVE, STUART FL. 34997
Telephone No: (772) 600-7118
Trade: DIRECTIONAL DRILL **Estimated Dollar Amount** 180,000

Firm Name: EM PAVING
Address: 1221 28TH ST, ORLANDO, FL. 32805
Telephone No: (407) 425-2490
Trade: ASPHALT **Estimated Dollar Amount** 10,000

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount**

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount**

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount**

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount**

Firm Name: _____
Address: _____
Telephone No: ( ) -
Trade: _____ **Estimated Dollar Amount**

END OF SECTION

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cathcart Construction Company - * as Principal, and United Fire & Casualty Company as Surety, are hereby held and firmly bound unto the CITY OF FRUITLAND PARK, as Owner in the penal sum of, (five percent (5%) of the Contract Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 2nd day of February, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF FRUITLAND PARK, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **City of Fruitland Park – Urick Street Force Main Extension**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:

   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   2.2 All bids are rejected by Owner, or

   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

* Florida, LLC

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Cathcart Construction Company - Florida, LLC

By: _____ (L.S.)

Matt T. Blanton, President

Title: _____

Attest: _____
Signature and Title

Surety (Print Full Name):

United Fire & Casualty Company (Seal)
Surety's Name and Corporate Seal

By: Gloria A. Richards
Signature (attach power of attorney) Gloria A. Richards*

Title: Attorney-In-Fact & FL Lic. Resident Agent

Attest: Jenna Delgado
Signature and Title Jenna Delgado, Witness

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

* Inquiries: 407-786-7770

END OF SECTION

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 13th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of July, 2021

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 13th day of July, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2022

Patti Waddell
Notary Public
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 2nd day of February, 2022.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

This paper has a colored background and void pantograph.

SECTION 00420
CORPORATE RESOLUTION

I, John Cathcart, Secretary of Cathcart Construction Company–Florida, LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on 2/2, 20 22 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to City of Fruitland Park for the construction of Urick Street Force Main Extension.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICE	OFFICIAL SIGNATURE
John Cathcart	CEO/MM	
Matt Blanton	President	

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 2ND day of February, 2022

END OF SECTION

SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Seminole

Matt Blanton, being first duly sworn deposes and says that:

1. He is the President, of Cathcart Construction Company–Florida, LLC, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By _____

Sworn and subscribed to before me this 1st day of February, 2022, in the State of Florida, County of Seminole.

Cathy R. Owen Notary Public

My Commission Expires: 11/21/2024

Notary Public State of Florida
Cathy R Owen
My Commission HH 052957
Expires 11/21/2024

END OF SECTION

SECTION 00490
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost

City of Fruitland Park - Urick Street Force Main Extension

A. Trench Box

Twenty five Thousand Dollars
(Cost in Words)

TOTAL $ 25,000

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Cathcart Construction Company–Florida, LLC DATE: 2/1/2022

BY: Matt Blanton

END OF SECTION

BIDDER CERTIFICATION

"I, the undersigned, certify that I have received all addenda. I understand that timely commencement/delivery may be considered in award of bid, and that cancellation of bid/award will be considered if commencement/delivery time is not met, and that untimely delivery may be cause for assessment of liquidated damages claims. I certify that the equipment or products meet or exceed the Specifications, and that the undersigned declares that I have carefully examined any and all plans, blueprints, specifications, terms and conditions as applicable for this bid, and that I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify that neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare that I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for any fraudulent purpose."

Signature _____ Date Signed 2/2/22

Printed Name Matt Blanton Title President

Title Matt T. Blanton, President Telephone Number (407) 629-2900

Company Cathcart Construction Company--Florida, LLC Fax Number (321) 203-4900

Address 2564 Connection Point City/State Oviedo, FL Zip 32765

Email mblanton@cathcartconstructioncompany.com

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Cathcart Construction Company–Florida, LLC

(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein."

Matt T. Blanton, President

Authorized Signature

2/1/22

Date Signed

State of: Florida

County of: Seminole

Sworn to (or affirmed) and subscribed before me by means of physical presence or _ online notarization this 1st day of February, 2022

Personally known X or Produced Identification _____

(Specify Type of Identification)

Cathy R Owen

Signature of Notary

My Commission Expires 11/21/2024

Notary Public State of Florida
Cathy R Owen
My Commission HH 052957
Expires 11/21/2024

END OF DOCUMENT

HALFF

ADDENDUM NO. 1

DATE: January 10, 2021

PROJECT NO: 043866.050

PROJECT: City of Fruitland Park – Urick Street Force Main Extension

---

ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

Changes to Plans/Specifications:

1. Contractor shall be required to utilize the most current Davis-Bacon wages and reporting.
2. Permox-CTF may be used as an alternative to Protecto 401.
3. Fusible PVC will not be a accepted as an alternative to HDPE due to County right-of-way requirements.

ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 1

NAME OF BIDDER Cathcart Construction Company--Florida, LLC

SIGNATURE

HALFF

TITLE Matt T. Blanton, President DATE 2/2/22

~~President~~

..., President

HALFF

ADDENDUM NO. 2

DATE: January 28, 2022

PROJECT NO: 043866.050

PROJECT: City of Fruitland Park – Urick Street Force Main Extension

---

ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

Changes to Plans/Specifications:

The bid tally sheet of attendees from the mandatory pre-bid meeting, dated January 19, 2022 is attached.

Ferguson

1. Please clarify the contraction in Spec Section 15117 – Plug Valves.

   Section 1.01 Scope of Work – Item B states all Valves shall be 100% full port eccentric plug valves.

   Section 2.10 Materials and Equipment Item F states Port areas for valves 6 inches and smaller shall be 100% of full pipe area. Valves 8 inches through 30 inches shall have a minimum port area of 80 percent of full pipe area.

   Which port area is correct for the valves on this project?

   Response: Eccentric plug valves shall be 100% full port

2. In reference to the base bid item.

   The Base Bid Bid Form indicates the starting location as the intersection of West Miller & Rose St. Does the Base Bid include the starting point as the Directional Drill across Miller St?

   Response: No. There is an existing 6" stub-out connection at the southeast corner of the Miller Street and Rose Avenue intersection.

   The Base Bid Bid Form Pay Item 5, 4" DIP Force Main. Is this a contingency item? We don't find any locations that would require Ductile based on the starting intersection noted on the bid form. All of the road crossings are directionally drilled with HDPE.

   Response: There is no DIP piping proposed south of Miller Street; therefore, disregard 4" DIP line item in the Base Bid.

HALFF

The Base Bid Bid Form Pay Item 12, Connect to existing FM. Is there an existing FM at that intersection to connect to? What size is it?

Response: There is an existing 6" stub-out connection at the southeast corner of the Miller Street and Rose Avenue intersection at STA 110+08.

Metro Equipment Service, Inc.

1. Please advise whether or not the materials for this project are subject to the American Iron and Steel (AIS) requirements or Buy America requirements.

   Materials are required to be in compliance with American Iron and Steel Act.

2. Please provide the Engineer's estimate for this project.

   Response: The market cost of materials has increased since the Engineer's Estimate was created and is out-of-date with today's market values. The Contractor shall provide their own estimate.

3. The water & sewer infrastructure industry is under a "Force Majeure" situation due to the continuous and significant price increases along with extremely long lead times for all the piping materials, fittings, valves, etc. All these products are experiencing rapid price increases and material shortages with extended lead times mainly caused by the worldwide disruption of the supply chains caused by the COVID 19 pandemic. The material suppliers are not committing to holding prices/quotations and have implemented a policy of "pricing to be determined at time of shipment and subject to availability". These are unprecedented times that appear to be here well into 2022. How this Force Majeure situation will be addressed by the City? The Contractor should be compensated for both time and cost since we cannot secure pricing and lead time for the piping materials, fittings, valves, etc. needed to construct this project. Please advise.

   Response: Section 00300 BID FORM states that, "This Bid will remain subject to acceptance for ninety (90) days after the day of the Bid opening." Contractor shall honor their price for ninety (90) days. Please note that this contract is scheduled to be awarded at the February 10, 2022 city council meeting.

4. Please, provide Soil Borings for this project.

   Response: A Geotechnical Evaluation was not performed for this project.

5. Please provide Engineer's quantities for each Bid item shown in the Bid Form.

   Response: The Contractor shall provide their own quantities estimate for the bid form.

ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2

NAME OF BIDDER Cathcart Construction Company--Florida, LLC

SIGNATURE _____

TITLE Matt T. Blanton, President DATE 2/2/22

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/22

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
2564 CONNECTON PT
OVIEDO, FL 32765

Account #: 157615

REGULATED
License # - GCG051005
Qualifier- JOHN THOMAS CATHCART

MATTHEW T BLANTON (OFFICER)

Receipt #: 1S572021090801185 Amount Paid: $ 45.00 Date Paid: 09/08/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2022

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

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

PRODUCER LRA Insurance 498 S Lake Destiny Dr Orlando FL 32810	CONTACT NAME: Pamela Lawlor PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: plawlor@lrainsurance.com
INSURED Cathcart Construction Company - Florida, LLC 2564 Connection Point Oviedo FL 32765	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Westfield Insurance Company — 24112 INSURER B: Bridgefield Employers Ins Co — 10701 INSURER C: Westchester Surplus Lines Ins Co — 010172 INSURER D: North River Insurance Company INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21/22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	X	Y	TRA0975947	4/7/2021	4/7/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 150,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	Y	TRA0975947	4/7/2021	4/7/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB [X] OCCUR			TRA0975947 - Umbrella	4/7/2021	4/7/2022	EACH OCCURRENCE	$ 2,000,000
D	X EXCESS LIAB [ ] CLAIMS-MADE			5228091792 - Excess Liability	4/7/2021	4/7/2022	AGGREGATE Excess Liability over Umbrella	$ 2,000,000 $ 3,000,000
	[ ] DED [ ] RETENTION $ 0							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	0830-53545	4/7/2021	4/7/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution			G4682765A 005	10/20/2021	10/20/2022	Each Occurrence/Aggregate	$2M ea/$4M agg
A	Inland Marine			TRA0975947	4/7/2021	4/7/2022	Rented/Leased Equipment	250,000

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

RE: BESH Contract No. 043866.050 Bid No. 2021-04
City of Fruitland Park, Owner, the Contractor, Subcontractors, the Engineer, and the Engineer's consultants in the work (all of whom shall be listed as insured of additional insured parties), included as additional insured with respects to the General Liability and Auto Liability coverage where required by written contract. Waiver of Subrogation is included in favor of additional insureds with regards to the Workers Compensation, Auto Liability & General Liability coverage.

CERTIFICATE HOLDER

City of Fruitland Park
902 North Sinclair Avenue
Tavares, FL 32778

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bill Williamson/ANN

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO FL 32765

LICENSE NUMBER: CGC051005

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO FL 32765

LICENSE NUMBER: CUC057230

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cathcart Construction Company--Florida, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2564 Connection Point

Requester's name and address (optional)

6 City, state, and ZIP code
Oviedo, Florida 32765

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 6 - 4 7 4 0 1 5 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/5/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

March 8, 2021

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO, FLORIDA 32765

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, UNDERGROUND UTILITIES (WATER & SEWER)

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Autry, Manager
Contracts Administration Office

AA:cg

Cathcart Construction Company
- Florida, LLC -

Project Name	Owner	Contact	Project Value	Project Description
Wetherbee Road Phase II	Orange County Highway Construction Division 4200 S. John Young Parkway Orlando, FL 32839	Mike Wehrfritz 386-960-5703	$ 9,980,126.00	This project involves construction of a 1.7 mile four-lane urban divided highway with 8,883 LF of storm water drainage system including drainage structures and three retention ponds. Also included is 9,275 LF of force main construction and removal, abandonment and grouting of existing force mains.
South Longwood Septic Abatement Phase 1	City of Longwood 155 W. Warren Avenue Longwood, FL 32750	Richard Kornbluh 407-263-2388 rkornbluh@longwoodfl.org	$ 6,072,622.00	Installation of over 17,000 LF of gravity sewer, 1500 LF of Forece Main. Abatement of over 230 Septic Tanks, waterline adjustments, storm water pipe installation, complete roadway replacement.
Eastern Regional Reclaimed Water Distribution System, Phase II Contract 1B	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	$ 5,206,568.00	Installation of 16000 LF of 42' reclaimed water main, including jack and bore crossings.
CR 54 Utility System Improvements	Chastain-Skillman, Inc 6250 Hazeltine National Dr. Suite C116 Orlando, FL 32822	Mark Addison PE 863-298-4100	$ 5,074,864.00	This project included 24" water lines, sewer lines, and re-use lines approximately 6 miles long. 4500 LF Horizontal Directional Drilling 24" HDPE
Thacker Avenue Widening Phase II	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	John Tulak 407-518-2175 jtulak@kissimmee.org	$ 4,664,000.00	1.4 Mile Multi-lane Urban Road widening with large diameter ERCP and RCP S8x91 and 72"
Downtown Revitalization Project Phase 1	City of St. Cloud 1300 9th Street St. Cloud, FL 34769	Kevin Felblinger 407.957.7344 kfelblinger@stcloud.org	$ 4,404,187.00	Complete Street Scape of New Yark Avenue: Water, Storm, Electrical, landscape, hardscapes, pavers, bricks and lighting
SR 520 Reclaimed and Force Main	Quentin L. Hampton Associates, Inc. PO Drawer 290247, 4401 Eastport Parkway Port Orange, Fl	David King, PE (386)761-6810 david.king@meadhunt.com	$ 4,388,705.00	28,000 lf 20" DIP with 4200 lf 20" FPVC Horixontal Direction Drilling
Fairview Shores North Area, #2895	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	$ 4,316,035.00	This project included water lines, sewer lines, deep excavations, roadway reconstructiona nd extensive maintenance of traffic.
Eastern Regional Reclaimed Water Distribution System, Contract 3	Baldwin Park Development Company 420. S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	$ 4,388,706.00	Installation of 17680 lf of 24" reclaimed water main, including direction al drilling and jack and bore crossings. 2370 lf of 24" FPVC Directonal Drilling
Martin Luther King Boulevard Jr, Phase 2	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	John Tulak 407-518-2175 jtulak@kissimmee.org	$ 4,241,428.00	Project consists of approximately .5 miles of local roadways including storm and utility improvements.
Reclaimed Water Distribution System Expansion, Service to Baldwin Park	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	$ 3,914,041.00	Installed reclaimed water main to Baldwin Park approximately 4 miles long. Jack and Bore under Curry Ford Road. 1250 LF 24" FPVC under pond on OUC ROW
Maitland Boulevard Off-Ramp	City of Maitland 1827 Fennel Street Maitland, FL 32751	Joe Oriolo 407-467-1911	$ 3,777,598.00	Reconstruction of SR 414 off-ramp including roadway construction, 344 LF guardrail, storm drainage, signalization, lighting, landscaping and multiuse trail.
Lake Clinch/Lake Reedy Drainage Connection	Chastain-Skillman, Inc 8402 Laurel Fair Circle, Suite 105 Tampa, FL 33610-7313	Steven A. Dutch, PE 813-621-9229	$ 3,382,900.00	This project involves construction of storm drains along easements and right-of-ways. Constructions also includes: approximately 2, 500 linear feet of 72-inch of storm sewer, 22 drainage structures with catch basins and inlets, box culverts, retaining walls, 7,300 SY sod and 50 LF of guardrails.
Northwest Water Reclamation Facility Rapid Infiltration Basin Recharge System Expansion	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Bill Hank 407-254-9786	$ 3,382,862.00	Expansion of a rapid infiltration basin to include site work, grading, excavation of the infiltration basin area, construction of piping of reuse water from the facility to the basins, electrical and flow control system, concrete weirs, pavement sections and flow attenuation devices such as diffusers.
South Longwood Septic Abatement Phase 2	City of Longwood 155 W. Warren Avenue Longwood, FL 32750	Richard Kornbluh 407-263-2388 rkornbluh@longwoodfl.org	$ 3,050,877.00	Installation of over 10,500 LF of gravity sewer, 3500 LF of 16"Force Main. Abatement of over 129 Septic Tanks, waterline adjustments, storm water pipe installation, complete roadway replacement. 2780 LF of CIPP 8" Gravity Sewer. CIPP lining of 39 Sanitary Services. 2 Lift Stations.
Reclaimed Retrofit Phase II – Alaqua Lakes	Seminole County Environmental Services Dept. 500 W. Lake Mary Blvd, Sanford, FL 32773	Dennis Westrock, PE 407-665-2040	$ 2,999,000.00	37,000 LF of horizontal directional drilling of HDPE 4" – 20". 515 retrofit water meters. 520 reclaimed water meters, 340 LF of jack and bore, 920 LF of 20" DIP
Phase II-B West Road Reconstruction	City of St. Cloud 1300 9th Street St. Cloud, FL 34769	Mark Luthie 407-957-7279	$ 2,891,630.00	This project included water pipes, sewer pipes, roads, storm drainage, earthwork and structures. This wa sin downtown St. Cloud and involved extensive traffic maintenance and coordination with existing utility companies.
Upper Legacy Trail	FDOT District 1 PO Box 1249 Bartow, FL 33831-1249	Doug McClintock (863) 662-9119	$ 2,636,753.90	Installation of 270 LF Bridge (concrete deck), 4 Double barrel box culverts (8'x6') and 2.5 miles of pedestrian and equestrian trails.

Tuscawilla Beautification and Lighting District	City of Winter Springs 890 Northern Way, E-1 Winter Springs, FL 32708	Bill Starmer, Architect 407-977-1080	$ 2,300,000.00	This project was a landscape and beautification project that involved road work, extensive landscaping and irrigation, extensive brick walls and fountain construction.
Utility Infrastructure & Site Restoration - Spring Oaks East Phase 1	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Fl 32701	Trey Sisk 407-571-8082 TSisk@Altamonte.org	$ 2,182,815.00	Removal and replacement of over 5,000 LF of water mains. Removal and replacement of over 15,000 SY of concrete driveways and sidewalks. Removal and replacement of sanitary sewerTraffic calming, brick road entry enhancements and decorative signage throughout neighborhood. CIPP Lining of 1500 LF of 8" Gravity Sewer
Festival Drive Corridor Improvements	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Fl 32701	Trey Sisk 407-571-8082 TSisk@Altamonte.org	$ 2,065,946.55	Decorative improvements to the Festival Drive Cooridor including street lighting, drainage improvements, decorrative signage, decorative sidewalk, brick intersection enhancements, brick and deco sideaawalks, milling and resurfacing.
Spring Oaks West Phase 2	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Fl 32701	Trey Sisk 407-571-8082 TSisk@Altamonte.org	$ 2,062,053.00	Removal and replacement of over 5,400 LF of water mains. Removal and replacement of over 12,000 SY of concrete driveways and sidewalks. Traffic calming, brick road entry enhancements and decorative signage throughout neighborhood. CIPP Lining of 1800 LF of Gravity Sewer
Kissimmee Trail-City Ditch Segments 1A & 1B	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	John Tulak 407-518-2175 jtulak@kissimmee.org	$ 1,911,911.00	Construction of asphalt multi use trail with a 160' steel pedestrian bridge, 11.808 sy sod, 2,470lf type b fencing
Club II-Regional Stormwater Facility	Seminole County Environmental Services Dept. 500 W. Lake Mary Blvd, Sanford, FL 32773	Karle Maye 352-494-0589	$ 1,880,471.00	Construction consists of stormwater facility improvements including permanent erosion control (60,654 sy of sod, check damns, rip rap rubble), 10,627lf of type b fence and drainage improvements
Cargo Road Roadway Improvements-OOCEA 907A	Orange County Expressway Authority	Jose Luyando @ A2 Group, Inc.	$ 1,878,243.00	Project consists of drainage, grubbing, extensice road work, construction of inlets, installation of 837lf guardrail, 641 type b and 4,227 type a fencing and landscaping.
Contract IIA-Raw Water Transmission Main	City of Titusville 555 S. Washington Avenue Titusville, Florida 32796	Jesus Vieiro 321-383-5815 Jesus.vieiro@Titusville.com	$ 1,698,572.91	22,000 LF of Raw Water main, 5640 LF of FPVC Direct Bury and 340 LF of FPVC Directional Drilling
Reuse Retrofit Phase 3	City of Winter Garden 300 W. Plant Street Winter Garden, FL 34787	Jon Williams Asst. City Manager jwilliams@cwgdn.com	$ 1,649,916.00	Installing a retrofit reclaimed water system in Stoneybrook West
Central Winds Park Roadway Enhancements	City of Winter Springs 890 Northern Way, E-1 Winter Springs, FL 32708	Brian Fields, P.E. 407-327-7597 bfields@winter springsfl.org	$ 1,576,019.00	This project included construction of new and improvement to existing roadway. To include utilities, drainage, lighting, landscape, irrigation, decorative pavers, decorative fencing, decorative wall and a round-a-bout
Cady Way Trail Phase II Construction of Trail and Bridges	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 1,576,019.00	This project included construction of bike trail in Orange County between the Seminole County Line and Cady Way, 13,466 sy sod/landscaping.
Baldwin Park-Unit 5 Subdivision Improvements	Baldwin Park Development Company 420. S. Orange Avenue Orlando, FL 32801	John Classe 407-206-7232	$ 1,500,000.00	This project included raw land subdivision improvements requiring clearing, grubbing, road work, water lines, sewer lines, earthwork and drainage.
Burch's Quarters Community Development Project	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 1,420,379.00	Construction includes roadway construction, paving, drainage and utility improvements.
Internation Drive 6-Landing	PBS&J 482 South Keller Road, Orlando, FL 32801	Dave Bowden 407-832-9177	$ 1,400,000.00	This project included extensive utility relocation, clearing road work, heavy maintenance of traffic, water lines, sewer lines, drainage and earthwork. This work was in front of the convention center.
West Crown Point Road	John Cathcart 1056 Willa Springs Road Winter Springs, FL 32708	John Cathcart 407-341-6465	$ 1,400,000.00	This project was a roadway extension job requiring clearing, grubbing, road work, water lines, sewer lines, drainage and earthwork.
M-1 Cancal Utility Improvement	City of West Melbourne 2285 Minton Road West Melbourne, Fl 32904	Keith Mills 321-837-7777 kmills@westmelbourne.org	$ 1,350,000.00	11,000 lf of water main form 8"-16", 30" jack and bore. 1481 lf of 18" FPVS Direction Drilling
E Votaw Road at Thompson Road Intersection Improvements	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 1,300,000.00	Intersection Improvement Project with large diameter RCP drainage (54"-72")
Main Library Basement Underdrain Project	Orange County Library Dist. 101 East Central Blvd. Orlando, Fl 32801	Steve Powell 407-835-7635 powell.steve@ocls.info	$ 1,244,408.00	Installation of over 1100 LF of underdrain in the basement of the Orange County Main Library in Downtown Orlando. Work was completed after library hours will all electric excavators and compaction equipment. Including restoration of the basement, flooring, plumbing and electrical.
Orlando Utilities Commission Access Pads, Roads & Storage Construction	Orlando Utilities Commission 3800 Gardenia Avenue Orlando, FL 32802	Dan Slack 407 434 4125 DSlack@ouc.com	$ 1,201,407.18	Installation of Steel Bridge, access roads and tower pads for OUC Electrical Transmission upgrades. Included 84" and 66" Reinforced Concrete Pipe culvert crossings.

Delegated Grace Avenue and Haines City Trail	Florida DOT Bartow Operations Project Oversite 1	Tim Dewitz 863-519-4111 C 863-272-4915	$ 1,113,000.00	MSE Wall, Trail Construction, Paving and Drainage
Humphries Avenue Improvement	Baldwin Park Development Company 420. S. Orange Avenue Orlando, FL 32801	John Classe 407-206-7232	$ 1,003,949.00	This project included storm water pipe and structures, road work and maintenance of traffic
Sand Lake Hills and Orange Tree Country Club Pump Station & Gravity Main Improvements	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Herb Collado 407-254-9900	$ 1,000,237.00	The work consists of rehabilitation of two existing duplex pump stations, gravity and force mains and manholes. Also included are odor control system, by pass piping, fencing, landscaping, driveways and water services and wet wells, valve vaults and corrosion proof lining.
FDOT Highway 192 Reconstruction in Kissimmee (CCC is sub to Middlesex)	The Middelsex Corp 10801 Cosmonaut Blvd Orlando, FL 32824	Middlesex Telephone: 407-206-0077	$ 1,096,086.00	This project included drainage and utilities reconstruction.
FDOT Haines City Trail	Florida DOT Bartow Operations Project Oversite 1	Tim Dewitz 863-519-4111 C 863-272-4915	$ 1,048,000.00	MSE Walls, Sheet piling, gravity walls, pedestrian trail and drainage
Shadow Bay Storm Drainage Pipe	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	Ken Barrett 407-518-2170	$ 1,000,000.00	This project converted a flood control canal into a large diameter storm pipe. It involved clearing, grubbing, earthwork, drainage, and 23,450 sy sod/grassing.
Eustis- City Wide Traffic Calming	Florida DOT 1495 Thomas Avenue Leesburg, FL 34748	Karen Madrid 352-326-7736	$ 980,000.00	This project was done in the downtown areas of Eustis. It involved rebuilding the roads and drainage in the area. Traffic maintenance was critical for this project.
Sanitary Sewer Collection System Improvements LS 2 Service Area	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Kristina Fries	$ 901,723.00	Installation of 24" Sanitary Sewer Main, Jack n Bore. CIPP lining of 2000 LF of 10 cast sanitary sewer main and brim lateral linings.
Executive Airport Water Main	Orlando Utilities Commission 3800 Gardenia Avenue Orlando, FL 32802	Brad Jewell 407-649-4418	$ 900,000.00	This project constructed a water main that goes under highway 50 in downtown Orlando to the Herndon Airport.
Wetherbee Road Duct Bank	Orlando Utilities Commission 3800 Gardenia Avenue Orlando, FL 32802	Eva Reyes 407-737-4276	$ 854,495.00	This project included the installation of (11) manholes and 6,570 lf of a duct line system and directional bore.
Spring to Spring Trail Phase II Rebid Lake Monroe Trail	Volusia County Leisure Services 123 West Indiana Avenue Deland, Fl 32720-4262	James Yates 386-736-2700	$ 846,987.00	This project constructed a trail between two parks.
Westmoreland	City of Orlando 1010 Woods Avenue Orlando, FL 32805	Howard Elkin, PE 407-246-2289 howard.elkin@cityoforlando.net	$ 838,115.00	Fast Track project to upgrade 17 intersections on Westmoreland to include Removal and Replacement of brick pavers and new storm drainage
Bermuda Estates Capital Drainage Project	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	John Tulak 407-518-2175 jtulak@kissimmee.org	$ 799,575.00	This project included replacing an existing storm water control ditch with a large diameter RCP, erosion control (7,354 sy sod)
Lake of the Woods Drainage Wells	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Charles Conklin 407-246-3184 Charlie.Conklin@cityoforlando.net	$ 730,000.00	This project reconstructed existing frain well systems in Downtown Orlando for flood control. De-mucking Lake of the Woods was a change order to this job.
Hemple Avenue Water Transmission Main	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Charlyn Watts 321-436-0822	$ 719,000.00	This project involved installation of a water transmission main.
Rehab Lift Stations #3104, 3106, 3121 and 3139	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Charlyn Watts 321-436-0822	$ 700,000.00	This project involved reconstruction of four sewer lift stations in areas surrounded by existing structures.
Hillsborough County Water Resource Services Large Diameter Force Main Valve Installation	Hillsborough County 925 E. Twiggs Street Tampa, FL 33602	Lloyd Horton 813-977-6005	$ 681,000.00	Valve Installation/Insertion on active large diameter wastewater force main.
Lift Station 85 & 248 Emergency Repair	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Charles Conklin 407-246-3184	$ 641,982.08	Pump Station Valve Retrofit and 30" Forcemain replacement.
Sea World Master Pump Station Manhole Rehabilitation	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	James Montalvo 407-506-2120	$ 628,000.00	Bypass over 3.5 million gallons of raw sewage. Completely rehabilitate 3-8-12' Diameter Manholes.
Jamestown Sanitary Sewer Project	Seminole County BOCC 534 West Lake Mary Blvd. Sanford, FL 32773	Michelle Cahill 407-665-2387	$ 604,000.00	Installation of a gravity sewer system and a lift station to transmit the collected wastewater to Seminole Countys existing wastewater force main.

Lake Lily Improvements	City of Maitland 1827 Fennel Street Maitland, FL 32751	Anthony Leffin 407-467-1911	$ 600,000.00	This project installed a CDS unit underneath Maitland Avenue at the intersection of highway 17-92. It also included a beautification project and street reconstruction.
Lakemont Emergency Storm Sewer	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Paul Nethercutt 321-229-0294	$ 579,347.00	This project is a rapid response contract with the City of Orlando and involves improvements to the Lakemont Storm Sewer System
436 Wekiva	Florida DOT 133 South Semoran Blvd Orlando, FL 32807	Stephen Bass, FDOT407-832-1354	$ 586,158.00	This project reconstruction of the Wekiva River at SR 436
Cheney Highlands Paving and Drainage	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 570,000.00	This project was a CDBG project where the neighborhood Cheney Highlands was rebuilt. This involved extensive utility conflicts and relocations, storm drainage, roadway contruction and heavy traffic control issues.
Sanitary Sewer Lift Stations 1 and 2	Hartman and Associates 201 East Pine Steet, Suite 1000 Orlando, Fl 32801	John Toomey 407-839-3955	$ 550,000.00	This project involved construction of two sanitary sewer lift stations and backup power. This project was done in low areas near a lake.
Elm Drive Lift Station Replacement	City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707	Edward Alan Ambler, PE, LEED AP 407-262-7725 x 1236	$ 550,000.00	This project involved construction of a sanitary sewer lift station.
Midway Paving and Drainage Improvements	WBQ Design and Engineering, Inc 201 North Magnolia Ave suite 200, Orlando, FL 32801	George Hack 407-839-4300	$ 530,000.00	This project was a CDBG project where Midway was rebuilt. This involved a lot of utility conflicts and relocations, storm drainage, roadway construction and heavy traffic control issues.
Lake Conway Park Water Distribution	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Tony Campbell, Inspector 407-947-9602	$ 528,447.00	This project included installation of 6,700 lf of 8 and 6 inch-PVC water mains, (6) fire hydrants and appurtenances in Lake Conway Park.
Long Pond Road Water Main	Seminole County 520 West Lake Mary Blvd Sanford, Fl 32773	407-665-6510	$ 524,348.00	Water main installation
Stoneybrook Subdivision Wall Improvements	Orange County 400 East South Street Orlando, FL 32801	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 519,950.00	Removal of 990 LF of concrete block wall and replace with 14' high scenic sound wall.
Intersection Improvements at SR 50 and John Young Parkway	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Mike Wehrfritz 407-836-7884	$ 490,000.00	This project widened the intersection at SR 50 and John Young Parkway. All of the work had to eb done at night. It included reconstructing the roads, building turn lanes, signalization and heavy maintenance of traffic.
Hazel Street Drainage Improvements	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Charles Conklin 407-246-3184	$ 420,000.00	This project installed a CDS drainage filter in downtown Orlando near Florida Hospital. It was 40' deep and invovled utility relocation and protection of existing buildings that surrounded the site.
Dunwoody Emergency Storm Water Project	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Chad Clevenger, PE 407-246-3315	$ 413,000.00	Install +/- 100lf of 84" RCP and 80lf of 58x91" ERCP to replace a failing storm water line that was close to encroaching and engulfing buildings.
Plantation Estates Lift Station Improvements #3223	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Charlyn Watts 321-436-0822	$ 380,000.00	This project reconstructed sewer lift station #3223 in Plantation Estates.
Nashville Avenue Pond Restoration	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 375,485.00	This project involved reconstructing a drainage pond that connected to the drain well.
Wildwood Area Road Network Pond C Underdrain & Slurry Trench	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 359,241.00	Installation of 900 LF of bentonite slurry wall for retention pond containment, stormwater catch basins and piping, underdrains, grading and restoration
Emergency Avondale Drainage Well Replacement	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Sophia Smith	$ 349,944.00	Replacement of a 12" Drainwell and installation of 48" RCP and Storm water filtration system.
Lake Island/Lake Killarney Interconnect	City of Winter Park 401 Oark Avenue South Winter Park, FL 32789-4386	Don Marcotte 407-599-3233	$ 330,000.00	This project involved construction of storm water piping connecting Lake Killarney with the Winter Park sinkhole under highway 17-92 in Winter Park.
Goddard Aevnue Drainage Well Replacement and Abandonment	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Mariceka Torres 407-836-7875	$ 325,726.00	Abandon one existing drain well, drilling and construction of replacement drainage well, geophysical logging and flow testing of replacement well, construction of various storm drainage pipes, structures, installation of pre-cast storm water treatment unit and connection of existing storm drainage systems.
SR 528 Force Main Replacement	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Brad Bell 407-836-7276	$ 320,000.00	This project involved replacement of the wastewater force main

Condor Road, Central Blvd and Church Street Paving and Drainage	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 320,000.00	This project was a CDBG project where Condor Road, Central Blvd, and Church Street were rebuilt. This involved extensive utility conflicts and relocations, storm drainage, roadway construction and heavy traffic control issues.
North Orange Avenue Emergency Sanitary Sewer	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Peter Holzer, PE 407-246-3312	$ 308,000.00	Emergency removal and replacement of failed sanitary sewer on Orange Avenue. Including: Sewer by-pass, new sanitrary lines, CIPP lined sanitary sewer & roadway replacement.
Altamonte Springs Parking lot at City Hall	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Fl 32701	George Graves 407-571-8335	$ 280,000.00	This project involved removing and replacing the existing parking lot at the city hall of Altamonte Springs.
Golfway Blvd 42-inch RWM Emergency Repair	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	$ 293,216.00	Repair of 42" Reclaim water main at a depth of 18' in major interssection
Pershing Avenue Harbour Canal Pollutant Removal Structure	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 274,110.00	This project included constructing a drain well for flood control.
Yucatan Drive Drainwell Replacement	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Dave Kincaid 321-229-8211	$ 266,000.00	This project involved the replacement of an existing drainwell.
Iron Bridge Manhole Replacement Project	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Steven Frey 321-229-0280	$ 260,000.00	Replace deteriorated sanitary manhole 22' in depth at the City of Orlandos Iron Bridge Treatment Plant.
Spring Hill Park Phase II	Volusia County Leisure Services 123 West Indiana Avenue Deland, Fl 32720-4262	James Yates 386-736-2700	$ 260,000.00	This project involved park construction in Deland.
South Apopka 13th Street Extension	Orange County 4200 South John Young Parkway Orlando, Fl 32839	John Workman 407-836-7998	$ 260,000.00	This project was a CDBG project where 13th street was rebuilt. This involved extensive utility conflicts and relocations, storm drainage, roadway crossing and reconstruction and heavy traffic control issues.
Deltona Woods Raw Water Main	Volusia County Leisure Services 123 West Indiana Avenue Deland, Fl 32720-4262	Wayne Williamson 386-943-7027	$ 257,300.00	This project constructed a raw water maina nd pump.
Bonnie Lou/Little Lake Barton Drainwell Replacement	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Oscar Bermudez 407 836-7839	$ 249,000.00	This project invovled the replacement of drainwells and the abandonment of existing drainwells.
Van Ness Street Drainage Well Replacement and Abandonment	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Mariceka Torres 407-836-7875	$ 242,045.13	Abandon one existing drain well, drilling and construction of replacement drainage well, geophysical logging and flow testing of replacement well, construction of various storm drainage pipes, structures, installation of pre-cast storm water treatment unit and connection of existing storm drainage systems.
Lake Standish Heights Water Main Improvements	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Tony Campbell, Inspector 407-947-9602	$ 240,000.00	This project constructed a water main in Apopka.
SR 50 Improvements at US 27	Florida DOT 1405 Thomas Avenue Leesburg, FL 34748		$ 240,000.00	This project involved drainage, retaining walls, manholes and sidewalks. This was FDOT's first ever QC2000 project.
Lake Anne Drainage Improvements	Seminole County 520 West Lake Mary Blvd Sanford, Fl 32773	Al Tehrani 407-644-1898	$ 220,000.00	This project invovled drainage improvements near Lake Howell. It included clearing, grubbing, drainage, asphalt, maintenance of traffic, 488 lf guardrails and wall reconstruction.
Colonialtown Neighborhood Center Playground	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Mike Meltzer 407-246-3183	$ 215,440.00	This project consists of the demolition of the existing facility, site grading; procurement and placement of sidewalks, playground equipment, playgroung surface areas, picnic tables, benches, ornamental fencing, sail shade structure, horseshoe court, drinkin fountain, trash receptacles etc.
Fiske Blvd Drainage Improvements	Florida DOT 555 Camp Road Cocoa, FL 32927	Jim Connelly 321-634-6592	$ 210,000.00	This project involved de-silting, rebuilding drainage culverts, headwalls and rip rap construction in Brevard County.
Lake Mann Drainwell Replacement	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Oscar Bermudez 407 836-7839	$ 200,000.00	This project involed the replacement and abandon,ent of existing drainwells.
Orange County Parkign Restorations-Term Contract	Orange County 2010 East Michigan Street Orlando, FL 32806	Don Mullen 407-836-7481	$ 200,000.00	This project was a continuing maintenance contract.
Tilden Road Drainage Improvements	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 190,000.00	This project invovled storm water piping, under drains and fences.

Gravity Sewer Along CR 19a	City of Eustis	Terry Zodke CPH Engineers 407-425-0452	$ 180,000.00	This project involved construction of a gravity sewer along CR 19a in Eustis. A portion of the work involed jack and bore.
Keystone Drive Drain Wells Replacement (CCC was sub for Henderson Wilder)	Orange County 4200 South John Young Parkway Orlando, FL 32839	Maricello Torez	$ 177,133.00	This project included drainage
Little Lake Conway Baffle Box Improvements Project	Orange County 400 East South Street Orlando, FL 32801	John Schmidt 407-836-5647	$ 173,513.00	Installation of Stormwater filtration system.
Heather Glen and University Blvd Intersection Improvements	Orange County 4200 South John Young Parkway Orlando, FL 32839	Mike Wehrfritz 407-836-7884	$ 160,000.00	This project reconstructed hazardous turn lane situations at University Blvd & Rouse Road. This work had to be constructed within a narrow window of time when a school was closed for Christmas.
Kewannee Trail Watermain	Seminole County 520 West Lake Mary Blvd Sanford, Fl 32773	Environmental Sevices, Seminole County	$ 154,000.00	Water main installation
Hermits Trail Roadway Improvements	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Fl 32701	George Graves 407-571-8335	$ 150,000.00	This project involved clearing, grubbing, sheet piling, concrete road pavement, curb, asphalt and drainage.
Fort Smith Boulevard	Volusia County Leisure Services 123 West Indiana Avenue Deland, Fl 32720-4262	Henry Thomas 386-736-9567	$ 150,000.00	This project included adding turn lanes to Fort Smith Road.
Princeton Street Traffic Calming	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	James Salter 321-229-0282	$ 150,000.00	This project in College Park involved reconstructing two intersections of Princeton Street, the addition of brick pavers and constructing crosswalks.
Installation of Two CDS Drainage Filters	City of Crystal River 123 Northwest Highway 19 Crystal River, FL 32629	David Locke 352-795-6149	$ 150,000.00	This project involved the installation of two CDS filters. Water control in spring fed work locations was a problem on the job site.
Hickorynut Lake Drainage Improvements	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 150,000.00	This project was demolition of existing drainage piping and installation of a box culvert under SR 545. This involved extensice maintenance of traffic.
Tilden Road-Replacement Re-use Lines	Louis Dreyfus Citrus 355 9th Street Winter Garden, FL 34787	John Bohmann 407-656-1309	$ 140,000.00	This project involved removing and replacing two 12" re-use lines from the Louis Dreyfus Citrus Plant.
Walker Road Storm Water Outfall	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 140,000.00	This project involved asphalt road construction, storm drainage improvements, curb, fences and a retention pong on the shore of Lake Apopka in order to filter water that was running from Walker Road subdivision into Lake Apopka.
Errol Estates Re-Use Booster Pump Station	City of Apopka	Bob elmquist	$ 130,000.00	This project constructed a re-use booster pump station. The City of Apopka is the hot button.
Dubsdread (CCC was sub to CE James, Inc.)	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Jim Cunningham 407-331-9398	$ 126,944.00	This project involved rebuilding roads.
16" RWM Replacement- Shingle Creek	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Mike Meltzer PE 407-246-3183	$ 124,535.00	Emergency repair and directional drill under neath shingle creek.
Lyndale Boulevard Paving and Drainage	City of Maitland 1776 Independence Lane Maitland, FL 32751	Charles Wallace 407-539-6217	$ 110,000.00	This project is a rapid response contract with the City of Orlando and involves improvements to Lyndale Boulevard including paving, concrete gutters, sidewalk, exfiltrations units, stormsewer pipe, manholes, stormwater inlets, driveway aprons, landscaping and incidental construction.
Greenwood Lakes Cemetery Improvements	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Al Campbell 407-246-3182	$ 100,695.00	This project involved installation of (2) curb inlets, pipe installation and construction of an asphalt roadway.
Merrill Park Additional Parking and Boarwalk	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Fl 32701	George Graves 407-571-8335	$ 100,000.00	This project involved clearing, grubbing, new boardwalk construction and construction of a previous parking lot.
Lake Sherwood Drain Well replacement (CCC was sub for Henderson Wilder)	Orange County	Henderson Wilder 407-277-6079	$ 100,000.00	This project included drain well construction for flood control.
Conserv II 20-inch Butterfly Valve Replacement Project	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Bob Rutter	$ 98,500.00	Emergency repair to non-function valve at treatment plant.

East Altamonte Sidewalks	Seminole County 520 West Lake Mary Blvd Sanford, Fl 32773	Rob Hennan 407-665-7380	$ 90,000.00	This project involved clearing, grubbing, new sidewalks in an existing Altamonte Springs neighborhood.
Rio Vista Drain Well Replacement (CCC was sub for Henderson Wilder)	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Henderson Wilder 407-277-6079	$ 83,000.00	This project included drain well construction for flood control.
Grey Street Water Line Improvements	Orlando Utilities Commission 3800 Gardenia Avenue Orlando, FL 32802	Mike Muller 407-649-4472	$ 80,000.00	This project constructed water lines at Glenwood Middle School near Baldwin Park.
Isle of Pines/Lake Mary Jane Road Outfall Pipe	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	$ 80,000.00	This project was a storm drainage job in which water was collected from the road and flowing the water into Lake Mary Jane.
Big Sand Lake Drain Well (CCC was sub for Henderson Wilder)	Orange County 4200 South John Young Parkway Orlando, Fl 32839	Henderson Wilder 407-277-6079	$ 74,935.00	This project included emergency drain well construction for flood control.
Bear Creek Estates Wall Reconstruction	Seminole County 520 West Lake Mary Blvd Sanford, Fl 32773	Jerry Matthews Engineer 407-665-5646	$ 80,000.00	This project involved the design, demolition and reconstruction of the existing subdivision walls.
Box Culvert De-Silting Under Highway 192	Florida DOT 133 South Semoran Blvd Orlando, FL 32807	Laddie Kemp 407-532-3999	$ 70,000.00	This project involved de-silting and restoring a concrete box culvert.
Indian Wells Stormwater Repairs	Osceola County 1 Courthouse Square Kissimmee, FL 34741	Howard Simmons 407-343-6577	$ 57,000.00	This project invovled the removal of an approximately 60' section of 48" corrugated metal pipe and replaced with 60' of 48" reinforced concrete pipe. Grading and final dressing

Cathcart Construction Company - Florida, LLC
Balance Sheet
December 31, 2020

Current Assets		**Current Liabilities**	
Cash	$ 4,382,349	Accounts Payable & Accrued Liabilities	$ 1,962,229
Trade Accounts Receivable	2,856,349	Billings in Excess of Costs and Profits	1,297,960
Costs and Profit in Excess of Billings	1,438,439	Current portion of long-term debt	1,450,238
Prepayments	81,420		
Current Assets	$ 8,758,557	Current Liabilities	$ 4,710,426
Property & Equipment, net	6,054,302	**Long-Term Debt**	$ 1,350,351
		Members' Equity	
		Class A Units	$ 615,000
		Class B Units	50,000
		Retained Earnings	8,087,082
		Total Members' Equity	$ 8,752,082
Total Assets	$ 14,812,859	**Total Liabilities & Members' Equity**	$ 14,812,859

2/2/22
12:54 PM

Cathcart Construction Company-Florida LLC
2564 Connection Point
Oviedo, FL 32765

Office of the CITY MANAGER
GARY LaVENIA
506 W. BERCKMAN ST.
FRUITLAND PARK, FL. 34731

SEALED BID

CITY OF FRUITLAND PARK BID OPENING

February 2, 2022

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

2:00 p.m.

The advertised Invitation to Bid (ITB) Number 2021-04 for the Urick Street Force Main Extension Project located in the rights-of-way of Urick Street, CR 468, Berckman Street, Rose Avenue, Hall Street and Poinsettia Avenue was held on Wednesday, February 2, 2022 at 2:00 p.m. with Professional Services Review Committee Members City Manager Gary La Venia (moderator); City Treasurer Jeannine Racine, and City Clerk Esther Coulson present.

At 2:00 p.m., the name of the firm, Cathcart Construction Company Florida LLC, -- whose timely qualification bid package was received, formally opened and conditionally accepted for consideration – was announced and recorded on the sheet; a copy of which is filed with the supplemental papers to the minutes of this bid opening.

Mr. La Venia determined that the Review Committee will be meeting on February 7, 2022 at 2:00 p.m. to review the vendor's submitted written response which will be considered at the February 10, 2022 City of Fruitland Park's regular commission meeting at 6:00 p.m.

The proceedings concluded at 2:04 p.m.

This synopsis represents the city clerk's record of the proceedings. Any misunderstandings or incorrect statements, please notify this office within five (5) days of receipt. If no corrections are received within this period, this document will be considered to be an accurate account of the events.

Attest:

Esther Coulson, City Clerk

CITY OF FRUITLAND PARK

BID OPENING

PROJECT: **ITB 2021-04 Urick Street Force Main**

BID DATE: **February 2, 2022 at 2:00 p.m. – City Hall, 506 West Berckman Street, Fruitland Park, Florida 34731**

Name of Company

Cathcart Construction Company Florida LLC, Oviedo

Esther B. Coulson, City Clerk

Gary La Venia, City Manager

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

ITEM TITLE: **Utility and Road Projects Discussion**

For the Meeting of: February 24, 2022

Submitted by: City Manager/Public Works Director

Date Submitted: February 18, 2022

Funds Required:

Attachments: Utility and road projects memorandum, August 3, 2021 Paved Roads Spreadsheet and Paser Asphalt Manual

Item Description: **Utility and road projects discussion.** City commission's direction to schedule roadway projects and earmark future evaluation and projection of roadway and utility needs on costs and projects.

Action to be Taken:

Staff's Recommendation:

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

City of Fruitland Park

506 W. Berckman St. | Fruitland Park, FL 34731 Ph: 352-360-6727
Fax: 352-360-6686

City of Fruitland Park Road Condition Memo

February 2022

Overview:

1) The City of Fruitland Park owns and maintains 213 roads totaling 46 miles of which 45 of those miles are paved asphalt and the remaining 1 mile consist of dirt and gravel roads.

2) 94 of these roads consisting of 20 miles are entirely in the Villages development on the far west side of town and were all built in 2015 making each road approximately 7 years old.

3) The older section of Fruitland Park consists of 119 roads totaling 26 miles of which one mile are dirt/gravel roads and the rest are paved roads.

I have put together a spread sheet of every road in town with total mileage of each road and the last known paving activities of each road. I used records available that have been kept since CRA paving activities were started and progressive satellite imaging from the Lake County property appraisers website to age the roads that I could but there are many other roads in the older section of town that have no known paving history. By looking over these records it appears that most roads have a maximum usable life of about 20 years for a standard residential street before they start showing undesirable conditions. This time frame can be shortened considerably depending on the typical type of vehicle and amount of traffic on the road.

Based on today's pricing it costs the city $95,000 per mile to resurface all existing roads in our community amounting to a cost of $4,275,000 over the course of a twenty year timeframe which would work out to about a $213,000 dollar investment per year to maintain this cycle.

The most pressing issue within the City is the availability to fund roads in the older section of the city that are not within the CRA and will have to be paid for out of the general fund resurface. Areas in the older section of the city that are not able to be paid for out of the CRA contain 5.51 miles of roads of which 3.98 miles are 17 years of age or older at this time, most of these miles are the Wingspread and Glenn subdivisions. Resurfacing these older roads at today's rates will cost the City $378,000 in the near future with the roads of the Villages costing another $1,900,800 in about 15 years. We have made progress over the past few years on areas within the CRA but we still have about 8 miles of resurfacing left in this area at an additional cost of about $760,000.

In my opinion we should try to get funding to repave the non CRA areas in the older section of the city and continue to repave areas within the CRA as needed over the course of the next 4-5 years which would leave a vast majority of the roads within the community with less than 10 years on the surface at

City of Fruitland Park
506 W. Berckman St. | Fruitland Park, FL 34731 Ph: 352-360-6727
Fax: 352-360-6686

that point and then start saving in a fund towards the next round of paving which would be around 15 years from now.

I have included also a pamphlet suggested to me by Commissioner Degrave's which shows ways to grade roads titled PASER Asphalt Roads Manual from the University of Wisconsin-Madison. I have not graded each individual road in town but in general, at this moment I would say that most of our roads would rate good (5-10) or better, with a few in the fair rating of (4-50) and possibly only one falling below that, which is Hall St because I chose to hold off on repaving this the past two years because of the sewer main construction we expect to see happening up this road in the near future. A good comparison would be the condition of CR 468 by City Hall and Cutoff Road which are owned by the county and I would rate as poor (1-3).

Please use this information to discuss amongst yourselves the best course of action towards funding for future paving projects and be mindful that these numbers don't account for future inflation, pricing or growth within the city of the course of these years.

Sincerely,

Robb Dicus

Public Works Director

City of Fruitland Park
506 W. Berckman St. | Fruitland Park, FL 34731 Ph: 352-360-6727
Fax: 352-360-6686

Villages Roads – Consist of 94 total roads all built in 2015

Fruitland Park old section – Consist of 119 total roads

1) 46 total roads paved in the past 10 years
2) 16 total roads paved 10 to 15 years ago
3) 12 total roads paved 15 to 20 years ago
4) 41 roads last repaved at an unknown date
5) 4 Gravel roads

City of Fruitland Park
Street Repair Maintenance
(Old City)

Date:
Sept 24, 2020

Street	Last Repaving	Planned Repaving Date	Condition	Length of Road
ACORN CR	2020	CRA		244Ft .05M
ARECA ST	2017	CRA		529Ft .10M
AMERICAN LN				887Ft .17M
ATLANTIC AVE	2008	CRA		2911Ft .55M
BEAM ST	2010	CRA		305Ft .06M
BELL CREEK LOOP	2018			1845Ft .35M
BENJAMIN CT	2007	CRA		180Ft .03M
E BERCKMAN ST		CRA		1017Ft .19M
W BERCKMAN ST	2015	CRA		2933Ft .56M
BERRYHILL CR	2017			2794Ft .53M

City of Fruitland Park
Street Repair Maintenance
(Old City)

Date:
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BERTOLDI DR	2014	CRA		274Ft .05M
E BIDWELL ST		CRA		835Ft .16M
W BIDWELL ST	2014	CRA		1211Ft .23M
BLUE MOON LN		CRA		501Ft .09M
BOTTOMLEY LN		CRA		556Ft .10M
BRADLEY WAY	2007	CRA		748Ft .14M
BROOKSTONE LN	2002	CRA		1761Ft .33M
BROWN CT		CRA		403Ft .08M
E CATAWBA		CRA		1023Ft .19M
W CATAWBA	2021	CRA		1503Ft 29M
CENTURY AVE	2017	CRA		1506Ft .29M

City of Fruitland Park
Street Repair Maintenance
(Old City)

Date:
Sept 24, 2020

CHELSEA AVE	2007	CRA		1149Ft .22M
CHESTNUT DR	2007	CRA		840Ft .16M
CINDY AVE	2021	CRA		477Ft .09M
CLEAR BROOK CT	2005			491Ft .09M
COLLEGE AVE	2007	CRA		2649Ft .50M
DAYBREAK DR	2005			2068Ft .39M
DEATA CT	2007	CRA		180Ft .03M
DENNIS AVE	2019/2020	CRA		2019 Mary Sue St to Nuzum St repaved / 2020 Mary Sue St to Shiloh St repaved. 1324Ft .25M
DEEPWOODS CT	2005			588 Ft .11M

City of Fruitland Park
Street Repair Maintenance
(Old City)

Date:
Sept 24, 2020

DEER GLEN CT	2005			791Ft .15M
EDITH DR	2007	CRA		1367Ft .26M
ELM AVE	2012	CRA		1294Ft .25M
FOREST ST		CRA		1643Ft .31M
FOREST GLEN DR	2005			2025Ft .38M
E FOUNTAIN ST	2020	CRA		1025Ft .19M
W FOUNTAIN ST	2019	CRA	2020 Repaved Rose to College	2019 College Ave to Iona
repaved / 2020 Iona to Dixie repaved. 943Ft .18M				
FOX HILL RD	2017	CRA		727Ft .14M
E FRUITLAND ST		CRA		699Ft .13M
W FRUITLAND ST		CRA		943Ft .18M
GARDENIA DR		CRA		1351Ft .26M

City of Fruitland Park
Street Repair Maintenance
(Old City)

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GLEN CREEK CT	2005			219Ft .04M
E GRIFFIN ST		CRA		358Ft .07M
W GRIFFIN ST		CRA		362Ft .07M
GRIZZARD ST	2020	CRA		1156Ft .22M
HALL ST		CRA		658Ft .12M
HAMLET CT	2011	Cul de Sac Only CRA	2021 Road Done	1448Ft .27M
HAWK LANDING				3225Ft .61M
HICKORY AVE	2012	CRA		1300Ft .25M
E HILLTOP ST	2020			401Ft .08M
W HILLTOP ST	2021			Cul-de-sac repaved in 2017
1197Ft .23M				
HOOFPRINT CT	2005			962Ft .18M

City of Fruitland Park
Street Repair Maintenance
(Old City)

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N IONA AVE		CRA		1279Ft .24M
S IONA AVE		CRA		432Ft .08M
JAMES AVE	2017	CRA		2184Ft .09M
JEWELL ST	2017	CRA		655Ft .12M
JOSEPHINE ST	2015	CRA		1324Ft .25M
JUDITH AVE	2019	CRA		683Ft .13M
LA BORDE DR	2014	CRA		560Ft .11M
LAKE ST		CRA		662Ft .13M
E LA VISTA	2009	CRA		639Ft .12M
W LA VISTA		CRA		374Ft .07M
E LEAH CT	2007	CRA		260Ft .05M

City of Fruitland Park
Street Repair Maintenance
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W LEAH CT	2007	CRA		334Ft .06M
LECONTE ST	2019	CRA		664Ft .13M
LEMON AVE		CRA		787Ft .15M
LEWIS ST		CRA		1333Ft .25M
LIME ST		CRA		1097Ft .21M
MANDARIN LN		CRA		1875Ft .36M
MAPLE AVE	2012	CRA		1312Ft .25M
MARILYN ST		CRA		432Ft .08M
MARY SUE ST	2017/2020	CRA		2017 Poinsettia to Dennis repaved. 2020 Dennis to Elm repaved / 2012 Elm to Hickory repaved. 2177Ft .41M
MIKE AVE	2020	CRA		477Ft .09M
E MIRROR LK DR		CRA		2811Ft .53M

City of Fruitland Park
Street Repair Maintenance
(Old City)

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W MIRROR LK DR		CRA		2710Ft .51M
MULBERRY ST	2020	CRA		1038Ft .20M
MYRTLE LAKE AVE	2005			4264Ft .81M
MYRTLE LAKE VIEW DR	2005			1377Ft .26M
MYRTLE BREEZES CT	2005			1914Ft .36M
NUZUM ST	2019	CRA		636Ft .12M
OAKWOOD LN	2014	CRA		885Ft .17M
OLD DIXIE AVE		CRA		Gravel Road
821Ft .12M				
OLIVE AVE		CRA		1756Ft .33M
ORANGE ST	2020	CRA		935Ft .18M
OTTER CT				585Ft .11M

City of Fruitland Park
Street Repair Maintenance
(Old City)

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OTTERS POND RD				1284Ft .25M
OTTERS VIEW CT				636Ft .12M
PAGODA RD		CRA		623Ft .12M
PALM ST	2015	CRA		1710Ft .32M
PARK AVE	2009	CRA		877Ft .17M
PASO ALLEY	2005	CRA		426Ft .08M
PATRICIA AVE	2021	CRA		953Ft .18M
PENNSYLVANIA AVE	2017	CRA		2017 Beam St to Palm St repaved. 3160Ft .60M
PHOENIX AVE		CRA		980Ft .19M
PLUMOSA AVE	2019	CRA		981Ft .19M
POINSETTIA AVE	2018	CRA		5622Ft 1.06M

City of Fruitland Park
Street Repair Maintenance
(Old City)

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RAILROAD ST		CRA		Gravel Road
299Ft .06M				
RIDGEWIND CT	2005			Cul-de-sac repaved 2019
370Ft .07M				
RIDGEWOOD DR	2019	CRA		204Ft .04M
ROSE AVE	2015	CRA		2626Ft .50M
RUSER-URY AVE		CRA		481Ft .09M
SEAGLE ST	2007	CRA		457Ft .09M
SEMINOLE AVE		CRA		Gravel Road
1673Ft .32M				
SHILOH ST	2018	CRA		2973Ft .56M
SMITH ST	2019	CRA		631Ft .12M
SOUTHERN DR	2014	CRA		252Ft .05M
SUNNY CT	2020	CRA		984Ft .19M

City of Fruitland Park
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SUNSET WAY		CRA		Gravel Road
1033Ft .20M				
THOMAS ST		CRA		706Ft .13M
TOMMY LN				Dirt Road
879Ft .17M				
TROPIC CR		CRA		1126Ft .21M
N VALLEY RD		CRA		1700Ft .32M
S VALLEY RD		CRA		1328Ft .25M
VICTORIA AVE		CRA		436Ft .08M
N VILLA AVE	2009	CRA		1310Ft .25M
S VILLA AVE	2009	CRA		852Ft .16M
VILLAGE CT	2011	CRA		Cul-de-sac repaved 2011
361Ft .07M				
WILLARD AVE	2014	CRA		2061Ft .39M

City of Fruitland Park
Street Repair Maintenance
(Old City)

Date:
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WILLIAM DR				Cul-de-sac repaved 2014
25A Approach repaved 2020. 634Ft .12M				
WINGSPREAD DR				1233Ft .23M
WOOD DUCK LANE				436Ft .08M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
Sept 24, 2020

Street	Last Repaving	Planned Repaving Date	Condition	Length of Road
BECERRIL CT	2015			454Ft .09M
BECKER AVE	2015			620Ft .12M
BELL TER	2015			758Ft .14M
BEVILL LN	2015			249Ft .05M
BLACKSTOCK WAY	2015			1174Ft .22M
BLAISE TER	2015			682Ft .13M
BLOUNT AVE	2015			743Ft .14M
BORROWMAN AVE	2015			615Ft .12M
BOWLES PL	2015			341Ft .06M
BRINE WAY	2015			1305Ft .25M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
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BRINSON LN	2015			875Ft .17M
BRUSKO DR	2015			1116Ft .21M
BURNS DR	2015			1965Ft .37M
CARVER CT	2015			804Ft .15M
CHANCE CT	2015			483Ft .09M
CLIFFORD CT	2015			635Ft .12M
COLEMAN DR	2015			1740Ft .33M
COLLINS CT	2015			421Ft .08M
COMBS CT	2015			1095Ft .21M
CONSERVATION TRAIL	2015			6275Ft 1.19M
CORSAIR CT	2015			103Ft .02M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
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CREWS CR	2015			50Ft .01M
CYR CT	2015			175Ft .03M
DELK DR	2015			2997Ft .57M
DENICOLA DR	2015			267Ft .05M
DEWITT CIR	2015			3347Ft .63M
DRAKE DR	2015			2859Ft .54M
DRESSENDORFER DR	2015			1459Ft .28M
ELLIOTT AVE	2015			525Ft .10M
FAIRCHILD LN	2015			194Ft .04M
FINK ST	2015			912Ft .17M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
Sept 24, 2020

FLIONE LN	2015			339Ft .06M
GABRIELE PL	2015			240Ft .05M
GOEDKEN DR	2015			233Ft .04M
HALLMARK PATH	2015			1999Ft .38M
HARRIS CT	2015			774Ft .15M
HART DR	2015			703Ft .13M
HASKINS CT	2015			356Ft .07M
HEINY PL	2015			173Ft .03M
HERON CT	2015			335Ft .06M
HIRSCHI AVE	2015			644Ft .12M
HOLLEY TER	2015			678Ft .13M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
Sept 24, 2020

HUTCHESON WAY	2015			1838Ft .35M
INCORVAIA WAY	2015			3210Ft .61M
IVES LN	2015			467Ft .09M
JONES LN	2015			611Ft .12M
JOY LN	2015			496Ft .09M
KAUSKA WAY	2015			4722Ft .89M
KHIRBAT CT	2015			440Ft .08M
KNOWLTON AVE	2015			653Ft .12M
KOLLER CT	2015			992Ft .19M
KRAMER CT	2015			2490Ft .47M
KRANZ AVE	2015			1467Ft .28M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
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KRIETEMEYER PATH	2015			2722Ft .52M
LANE TER	2015			470Ft .09M
LAPE LN	2015			124Ft .02M
LIA LN	2015			638Ft .12M
LIAMS CT	2015			1579Ft .30M
LOWE CT	2015			1414Ft .27M
MANLY PL	2015			656Ft .12M
MARKWARD DR	2015			2091Ft .40M
McCABE ST	2015			985Ft .19M
McDANIEL PL	2015			673Ft .13M
McDONOUGH PL	2015			312Ft .06M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
Sept 24, 2020

McGUIRE RD	2015			798Ft .15M
MILLHORN LOOP	2015			937Ft .18M
MOYER LOOP	2015			10818Ft 2.05M
OROURKE RD	2015			483Ft .09M
PAPE PL	2015			664Ft .13M
PARRISH PL	2015			747Ft .14M
PETERSON PL	2015			825Ft .16M
PISANO WAY	2015			723Ft .14M
PLASTER LN	2015			385Ft .07M
POPE PL	2015			1125Ft .21M
PRIVETT DR	2015			575Ft .11M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
Sept 24, 2020

RISCHITELLI PL	2015			88Ft .02M
RITTER RD	2015			316Ft .06M
SALERNO LN	2015			571Ft .11M
SCHOENACHER ST	2015			339Ft .06M
SHELTON ST	2015			725Ft .14M
STANFORD ST	2015			197Ft .04M
STRADINGER ST	2015			406Ft .08M
THAYER TER	2015			342Ft .06M
TISOT WAY	2015			826Ft .16M
TRUSSLER TER	2015			1310Ft .25M
VASQUEZ AVE	2015			723Ft .14M

City of Fruitland Park
Street Repair Maintenance
(VILLAGES STREETS)

Date:
Sept 24, 2020

VAUGHN WAY	2015			2105Ft .40M
VELTRE WAY	2015			190Ft .04M
WEBSTER WAY	2015			1418Ft .27M
WIECHENS WAY	2015			859Ft .16M
WILSEA PL	2015			877Ft .17M
WISE WAY	2015			4467Ft .85M
WOTRING WAY	2015			773Ft .15M
YODER DR	2015			1199Ft .23M

Pavement Surface Evaluation and Rating

PASER Manual

Asphalt Roads

Transportation Information Center
University of Wisconsin–Madison

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This manual is intended to assist local officials in understanding and rating the surface condition of asphalt pavement. It describes types of defects and provides a simple system to visually rate pavement condition. The rating procedure can be used as condition data for the Wisconsin DOT local road inventory and as part of a computerized pavement management system like PASERWARE.

The PASER system described here and in other T.I.C. publications is based in part on a roadway management system originally developed by Phil Scherer, transportation planner, Northwest Wisconsin Regional Planning Commission.

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Pavement Surface Evaluation and Rating

PASER Manual

Asphalt Roads

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Transportation Information Center
University of Wisconsin–Madison

Pavement Surface Evaluation and Rating

Asphalt PASER Manual

A local highway agency's major goal is to use public funds to provide a comfortable, safe and economical road surface—no simple task. It requires balancing priorities and making difficult decisions in order to manage pavements. Local rural and small city pavements are often managed informally, based on the staff's judgment and experience. While this process is both important and functional, using a slightly more formalized technique can make it easier to manage pavements effectively.

Experience has shown that there are three especially useful steps in managing local roads:

1. Inventory all local roads and streets.
2. Periodically evaluate the condition of all pavements.
3. Use the condition evaluations to set priorities for projects and select alternative treatments.

A comprehensive pavement management system involves collecting data and assessing several road characteristics: roughness (ride), surface distress (condition), surface skid characteristics, and structure (pavement strength and deflection). Planners can combine this condition data with economic analysis to develop short-range and long-range plans for a variety of budget levels. However, many local agencies lack the resources for such a full-scale system.

Since surface condition is the most vital element in any pavement management system, local agencies can use the simplified rating system presented in this ***Asphalt PASER Manual*** to evaluate their roads. The PASER ratings combined with other inventory data (width, length, shoulder, pavement type, etc.) from the WisDOT local roads inventory (WISLR) can be very helpful in planning future budgets and priorities.

WISLR inventory information and PASER ratings can be used in a computerized pavement management system, PASERWARE, developed by the T.I.C and WisDOT. Local officials can use PASERWARE to evaluate whether their annual road budgets are adequate to maintain or improve current road conditions and to select the most cost-effective strategies and priorities for annual projects.

PASER Manuals for gravel, concrete, and other road surfaces, with compatible rating systems are also available (page 29). Together they make a comprehensive condition rating method for all road types. PASER ratings are accepted for WISLR condition data.

Asphalt pavement distress

PASER uses visual inspection to evaluate pavement surface conditions. The key to a useful evaluation is identifying different types of pavement distress and linking them to a cause. Understanding the cause for current conditions is extremely important in selecting an appropriate maintenance or rehabilitation technique.

There are four major categories of common asphalt pavement surface distress:

Surface defects
Raveling, flushing, polishing.

Surface deformation
Rutting, distortion—rippling and shoving, settling, frost heave.

Cracks
Transverse, reflection, slippage, longitudinal, block, and alligator cracks.

Patches and potholes

Deterioration has two general causes: environmental due to weathering and aging, and structural caused by repeated traffic loadings.

Obviously, most pavement deterioration results from both environmental and structural causes. However, it is important to try to distinguish between the two in order to select the most effective rehabilitation techniques.

The rate at which pavement deteriorates depends on its environment, traffic loading conditions, original construction quality, and interim maintenance procedures. Poor quality materials or poor construction procedures can significantly reduce the life of a pavement. As a result, two pavements constructed at the same time may have significantly different lives, or certain portions of a pavement may deteriorate more rapidly than others. On the other hand, timely and effective maintenance can extend a pavement's life. Crack sealing and seal coating can reduce the effect of moisture in aging of asphalt pavement.

With all of these variables, it is easy to see why pavements deteriorate at various rates and why we find them in various stages of disrepair. Recognizing defects and understanding their causes helps us rate pavement condition and select cost-effective repairs. The pavement defects shown on the following pages provide a background for this process.

Periodic inspection is necessary to provide current and useful evaluation data. It is recommended that PASER ratings be updated every two years, and an annual update is even better.

SURFACE DEFECTS

Raveling

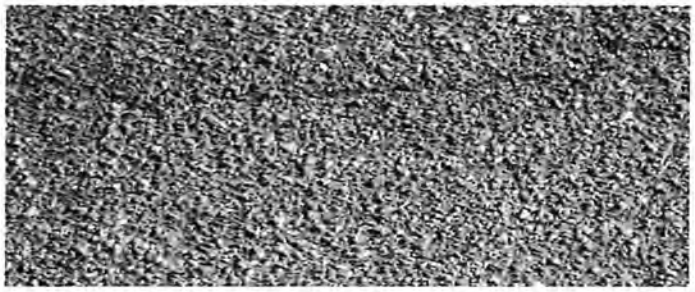
Raveling is progressive loss of pavement material from the surface downward, caused by: stripping of the bituminous film from the aggregate, asphalt hardening due to aging, poor compaction especially in cold weather construction, or insufficient asphalt content. Slight to moderate raveling has loss of fines. Severe raveling has loss of coarse aggregate. Raveling in the wheelpaths can be accelerated by traffic. Protect pavement surfaces from the environment with a sealcoat or a thin overlay if additional strength is required.

Flushing

Flushing is excess asphalt on the surface caused by a poor initial asphalt mix design or by paving or sealcoating over a flushed surface. Repair by blotting with sand or by overlaying with properly designed asphalt mix.

Polishing

Polishing is a smooth slippery surface caused by traffic wearing off sharp edges of aggregates. Repair with sealcoat or thin bituminous overlay using skid-resistant aggregate.



◄ **Slight raveling. Small aggregate particles have worn away exposing tops of large aggregate.**

◄ **Moderate to severe raveling. Erosion further exposes large aggregate.**

◄ **Severe raveling and loss of surface material.**

Polished, worn aggregate needs repair. ▼

► **Flushing. Dark patches show where asphalt has worked to surface.**

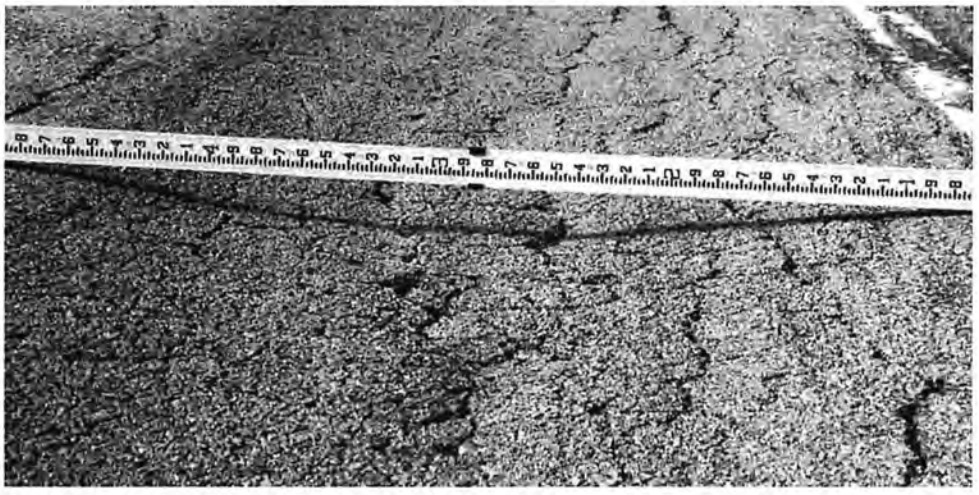
SURFACE DEFORMATION

Rutting

Rutting is displacement of material, creating channels in wheelpaths. It is caused by traffic compaction or displacement of unstable material. Rutting of any severity can cause safety concerns because water can collect in ruts increasing vehicle stopping distances and increasing the chances of hydroplaning. In freezing temperatures ice can form in ruts. Severe rutting (2 inches or more in depth) may be caused by base or subgrade consolidation. Repair minor rutting with microsurfacing or overlays. Severe rutting requires milling the old surface or reconstructing the roadbed before resurfacing.

◄ **Even slight rutting is evident after a rain.**

◄ **Severe rutting over 2" caused by poor mix design.**



◄ **Severe rutting caused by poor base or subgrade.**

Distortion

Shoving or rippling is surfacing material displaced crossways to the direction of traffic. It can develop into washboarding when the asphalt mixture is unstable because of poor quality aggregate or improper mix design. Repair by milling smooth and overlaying with stable asphalt mix.

Other pavement distortions may be caused by settling, frost heave, etc. Patching may provide temporary repair. Permanent correction usually involves removal of unsuitable

▼ **Heavy traffic has shoved pavement into washboard ripples and bumps.**

► **Severe settling from utility trench.**

► **Frost heave damage from spring break-up.**

▼ **Widely spaced, well-sealed cracks.**

subgrade material and reconstruction.

CRACKS

Transverse cracks

A crack at approximately right angles to the center line is a transverse crack. They are often regularly spaced. The cause is movement due to temperature changes and hardening of the asphalt with aging.

Transverse cracks will initially be widely spaced (over 50'). Additional cracking will occur with aging until they are closely spaced (within several feet). These usually begin as hairline or very narrow cracks; with aging they widen. If not properly sealed and maintained, secondary or multiple cracks develop parallel to the initial crack. The crack edges can further deteriorate by raveling and eroding the adjacent pavement.

Prevent water intrusion and damage by sealing cracks which are more than ¼" wide.

◄ **Sealed cracks, a few feet apart.**

▲ **Tight cracks less than ¼" in width.**

▲ **Open crack – ½" or more in width.**

▲ **Water enters unsealed cracks softening pavement and causing secondary cracks.**

▲ **Pavement ravels and erodes along open cracks causing deterioration.**

Reflection cracks

Cracks in overlays reflect the crack pattern in the pavement underneath. They are difficult to prevent and correct. Thick overlays or reconstruction is usually required.

► **Concrete joints reflected through bituminous overlay.**

Slippage cracks

Crescent or rounded cracks in the direction of traffic, caused by slippage between an overlay and an underlying pavement. Slippage is most likely to occur at intersections where traffic is stopping and starting. Repair by removing the top surface and resurfacing using a tack coat.

► **Crescent-shaped cracks characteristic of slippage.**

► **Loss of bond between pavement layers allows traffic to break loose pieces of surface.**

Centerline crack (still tight). ►

Edge cracking from weakened subbase and traffic loads. ▼

Longitudinal cracks

Cracks running in the direction of traffic are longitudinal cracks. Center line or lane cracks are caused by inadequate bonding during construction or reflect cracks in underlying pavement. Longi - tudinal cracks in the wheel path indicate fatigue failure from heavy vehicle loads. Cracks within one foot of the edge are caused by insufficient shoulder support, poor drainage, or frost action. Cracks usually start as hairline or vary narrow and widen and erode with age. Without crack filling, they can ravel, develop multiple cracks, and become wide enough to require patching.

Filling and sealing cracks will reduce moisture penetration and prevent further subgrade weakening. Multiple longitudinal cracks in the wheel path or pavement edge indicate a need for strengthening with an overlay or reconstruction.

► First stage of wheelpath cracking caused by heavy traffic loads.

Load-related cracks in wheel path. ▼

Multiple open, longitudinal cracks that are raveling. ▼

Block cracks

Block cracking is interconnected cracks forming large blocks. Cracks usually intersect at nearly right angles. Blocks may range from one foot to approximately 10' or more across. The closer spacing indicates more advanced aging caused by shrinking and hardening of the asphalt over time. Repair with sealcoating during early stages to reduce weathering of the asphalt. Overlay or reconstruction required in the advanced stages.

► **Large blocks, approximately 10' across.**

► **Intermediate-size block cracking, 1'-5' across with open cracks.**

▲ **Extensive block cracking in an irregular pattern.**

► **Severe block cracking – 1' or smaller blocks. Tight cracks with no raveling.**

Alligator cracks

Interconnected cracks forming small pieces ranging in size from about 1" to 6". This is caused by failure of the surfacing due to traffic loading (fatigue) and very often also due to inadequate base or subgrade support. Repair by excavating localized areas and replacing base and surface. Large areas require reconstruction. Improvements in drainage may often be required.

◄ **Alligator crack pattern. Tight cracks and one patch.**

◄ **Characteristic "chicken wire" crack pattern shows smaller pavement pieces and patching.**

◄ **Open raveled alligator cracking with settlement along lane edge most likely due to very soft subgrade.**

PATCHES AND POTHOLES

Patches

Original surface repaired with new asphalt patch material. This indicates a pavement defect or utility excavation which has been repaired. Patches with cracking, settlement or distortions indicate underlying causes still remain. Recycling or reconstruction are required when extensive patching shows distress.

► **Typical repair of utility excavation. Patch in fair to good condition.**

► **Edge wedging. Pavement edges strengthened with wedges of asphalt. Patch is in very good condition.**

► **Extensive patching in very poor condition.**

Potholes

Holes and loss of pavement material caused by traffic loading, fatigue and inadequate strength. Often combined with poor drainage. Repair by excavating or rebuilding localized potholes. Reconstruction required for extensive defects.

◄ **Small pothole where top course has broken away.**

◄ **Multiple potholes show pavement failure, probably due to poor subgrade soils, frost heave, and bad drainage.**

◄ **Large, isolated potholes extend through base. Note adjacent alligator cracks which commonly deteriorate into potholes.**

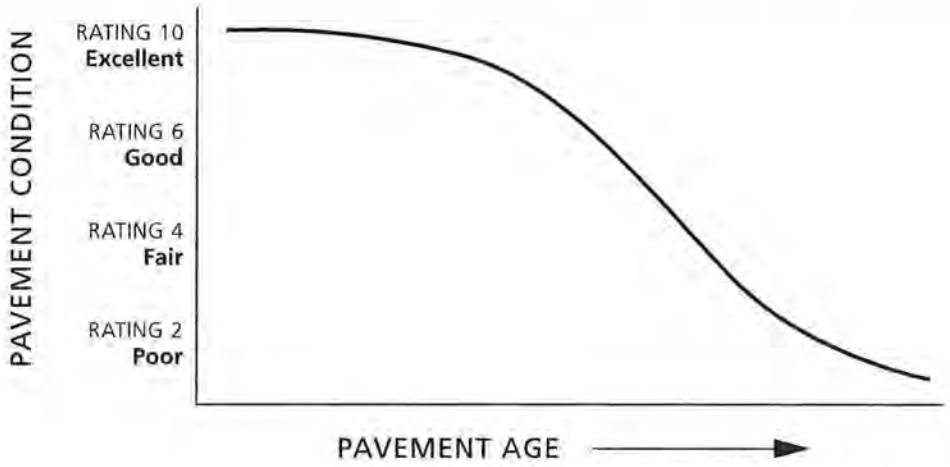
Rating pavement surface condition

With an understanding of surface distress, you can evaluate and rate asphalt pavement surfaces. The rating scale ranges from **10–excellent** condition to **1–failed**. Most pave - ments will deteriorate through the phases listed in the rating scale. The time it takes to go from excellent condition (10) to complete failure (1) depends largely on the quality of the original construction and the amount of heavy traffic loading.

Once significant deterioration begins, it is common to see pavement decline rapidly. This is usually due to a combination of loading and the effects of additional moisture. As a pavement ages and additional cracking develops, more moisture can enter the pavement and accelerate the rate of deterioration.

Look at the photographs in this section to become familiar with the descriptions of the individual rating categories. To evaluate an individual pavement segment, first determine its general condition. Is it relatively new, toward the top end of the scale? In very poor condition and at the bottom of the scale? Or somewhere in between? Next, think generally about the appropriate maintenance method. Use the rating categories outlined below.

Finally, review the individual pavement distress and select the appropriate surface rating. Individual pavements will ***not*** have all of the types of distress listed for any particular rating. They may have only one or two types.



In addition to indicating the surface condition of a road, a given rating also includes a recommendation for needed maintenance or repair. This feature of the rating system facilitates its use and enhances its value as a tool in ongoing road maintenance.

RATINGS ARE RELATED TO NEEDED MAINTENANCE OR REPAIR

Rating 9 & 10	No maintenance required
Rating 8	Little or no maintenance
Rating 7	Routine maintenance, cracksealing and minor patching
Rating 5 & 6	Preservative treatments (sealcoating)
Rating 3 & 4	Structural improvement and leveling (overlay or recycling)
Rating 1 & 2	Reconstruction

Rating system

Surface rating	*Visible distress**	*General condition/ treatment measures*
10 Excellent	None.	New construction.
9 Excellent	None.	Recent overlay. Like new.
8 Very Good	No longitudinal cracks except reflection of paving joints. Occasional transverse cracks, widely spaced (40' or greater). All cracks sealed or tight (open less than 1/4").	Recent sealcoat or new cold mix. Little or no maintenance required.
7 Good	Very slight or no raveling, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transverse cracks (open 1/4") spaced 10' or more apart, little or slight crack raveling. No patching or very few patches in excellent condition.	First signs of aging. Maintain with routine crack filling.
6 Good	Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4"–1/2"). Transverse cracks (open 1/4"–1/2"), some spaced less than 10'. First sign of block cracking. Sight to moderate flushing or polishing. Occasional patching in good condition.	Shows signs of aging. Sound structural condition. Could extend life with sealcoat.
5 Fair	Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transverse cracks (open 1/2" or more) show first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Some patching or edge wedging in good condition.	Surface aging. Sound structural condition. Needs sealcoat or thin non-structural overlay (less than 2")
4 Fair	Severe surface raveling. Multiple longitudinal and transverse cracking with slight raveling. Longitudinal cracking in wheel path. Block cracking (over 50% of surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less).	Significant aging and first signs of need for strengthening. Would benefit from a structural overlay (2" or more).
3 Poor	Closely spaced longitudinal and transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of surface). Patches in fair to poor condition. Moderate rutting or distortion (greater than 1/2" but less than 2" deep). Occasional potholes.	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of overlay.
2 Very Poor	Alligator cracking (over 25% of surface). Severe rutting or distortions (2" or more deep). Extensive patching in poor condition. Potholes.	Severe deterioration. Needs reconstruction with extensive base repair. Pulverization of old pavement is effective.
1 Failed	Severe distress with extensive loss of surface integrity.	Failed. Needs total reconstruction.

** Individual pavements will not have all of the types of distress listed for any particular rating. They may have only one or two types.*

RATING 10 & 9

EXCELLENT —
No maintenance required

Newly constructed or recently overlaid roads are in excellent condition and require no maintenance.

► **RATING 10**
New construction.

► **RATING 9**
Recent overlay, rural.

► **RATING 9**
Recent overlay, urban.

RATING 8

VERY GOOD —
Little or no maintenance required

This category includes roads which have been recently sealcoated or overlaid with new cold mix. It also includes recently constructed or overlaid roads which may show longitudinal or transverse cracks. All cracks are tight or sealed.

◄ **Recent chip seal.**

◄ **Recent slurry seal.**

▲ **New cold mix surface.**

▼ **Widely spaced, sealed cracks.**

RATING 7

GOOD —
Routine crack sealing recommended

Roads show first signs of aging, and they may have very slight raveling. Any longitudinal cracks are along paving joint. Transverse cracks may be approximately 10' or more apart. All cracks are ¼" or less, with little or no crack erosion. Few if any patches, all in very good condition. Maintain a crack sealing program.

► **Tight and sealed transverse and longitudinal cracks. Maintain crack sealing program.**

► **Tight longitudinal crack and sealed transverse cracks.**

► **Transverse cracks about 10' or more apart. Maintain crack sealing program.**

RATING 6

GOOD —
Consider preservative treatment

Roads are in sound structural condition but show definite signs of aging. Seal-coating could extend their useful life. There may be slight surface raveling. Transverse cracks can be frequent, less than 10' apart. Cracks may be 1/4–1/2" and sealed or open. Pavement is generally sound adjacent to cracks. First signs of block cracking may be evident. May have slight or moderate bleeding or polishing. Patches are in good condition.

◄ **Slight surface raveling with tight cracks, less than 10' apart.**

◄ **Transverse cracks less than 10' apart; cracks well-sealed.**

▼ **Large blocks, early signs of raveling and block cracking.**

▼ **Open crack, 1/2" wide; adjoining pavement sound.**

▼ **Moderate flushing.**

RATING 5

FAIR —
Preservative maintenance treatment required

Roads are still in good structural condition but clearly need sealcoating or overlay. They may have moderate to severe surface raveling with significant loss of aggregate. First signs of longitudinal cracks near the edge. First signs of raveling along cracks. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Any patches or edge wedges are in good condition.

▼ **Block cracking with open cracks.**

► **Moderate to severe raveling in wheel paths.**

▼ **Severe flushing.**

▲ **Wedges and patches extensive but in good condition.**

Severe raveling with extreme loss of aggregate. ▼

Load cracking and slight rutting in wheel path. ▼

RATING 4

FAIR —
Structural improvement required

Roads show first signs of needing strengthening by overlay. They have very severe surface raveling which should no longer be sealed. First longitudinal cracking in wheel path. Many transverse cracks and some may be raveling slightly. Over 50% of the surface may have block cracking. Patches are in fair condition. They may have rutting ½" deep or less, or slight distortion.

◄ Longitudinal cracking; early load-related distress in wheel path. Strengthening needed.

▼ Slight rutting; patch in good condition.

▼ Extensive block cracking. Blocks tight and sound.

◄ Slight rutting in wheel path.

RATING 3

POOR—
Structural improvement required

Roads must be strengthened with a structural overlay (2" or more). Will benefit from milling and very likely will require pavement patching and repair beforehand. Cracking will likely be extensive. Raveling and erosion in cracks may be common. Surface may have severe block cracking and show first signs of alligator cracking. Patches are in fair to poor condition. There is moderate distortion or rutting (more than ½" and less than 2" in depth), and occasional potholes.

► **Many wide and raveled cracks indicate need for milling and overlay.**

► **Ruts need mill and overlay.**

► **Open and raveled block cracks.**

RATING 3

POOR — (continued)
Structural improvement required

◄ **Alligator cracking. Edge needs repair and drainage needs improvement prior to rehabilitation.**

▼ **Distortion with patches in poor condition. Repair and overlay.**

RATING 2

VERY POOR—
Reconstruction required

Roads are severely deteriorated and need reconstruction. Surface pulverization and additional base may be cost-effective. These roads have more than 25% alligator cracking, distortion or rutting 2 inches or more in depth, as well as potholes or extensive patches in poor condition.

► **Extensive alligator cracking. Pulverize and rebuild.**

▲ **Severe rutting. Strengthen base and reconstruct.**

▲ **Patches in poor condition, wheelpath rutting. Pulverize, strengthen and reconstruct.**

► **Severe frost damage. Reconstruct.**

RATING 1

FAILED —
Reconstruction required

Roads have failed, showing severe distress and extensive loss of surface integrity.

◄
Potholes from frost damage. Reconstruct.

◄
Potholes and severe alligator cracking. Failed pavement. Reconstruct.

◄
Extensive loss of surface. Rebuild.

Practical advice on rating roads

Inventory and field inspection

Most agencies routinely observe roadway conditions as a part of their normal work and travel. However, an actual inspection means looking at the entire roadway system as a whole and preparing a written summary of conditions. This inspection has many benefits over casual observations. It can be helpful to compare segments, and ratings decisions are likely to be more consistent because the roadway system is considered as a whole within a relatively short time.

An inspection also encourages a review of specific conditions important in roadway maintenance, such as drainage, adequate strength, and safety.

A simple written inventory is useful in making decisions where other people are involved. You do not have to trust your memory, and you can usually answer questions in more detail. Having a written record and objective information also improves your credibility with the public.

Finally, a written inventory is very useful in documenting changing roadway conditions. Without records over several years it is impossible to know if road conditions are improving, holding their own, or declining.

Annual budgets and long range planning are best done when based on actual needs as documented with a written inventory.

The Wisconsin DOT local road inventory (WISLR) is a valuable resource for managing your local roads. Adding PASER surface condition ratings is an important improvement.

Averaging and comparing sections

For evaluation, divide the local road system into individual segments which are similar in construction and condition. Rural segments may vary from ½ mile to a mile long, while sections in urban areas will likely be 1-4 blocks long or more. If you are starting with the WISLR Inventory, the segments have already been established. You may want to review them for consistent road conditions.

Obviously, no roadway segment is entirely consistent. Also, surfaces in one section will not have all of the types of distress listed for any particular rating. They may have only one or two types. Therefore, some averaging is necessary.

The objective is to rate the condition that represents the majority of the roadway. Small or isolated conditions should not influence the rating. It is useful to note these special conditions on the inventory form so this information can be used in planning specific improvement projects. For example, some spot repairs may be required.

Occasionally surface conditions vary significantly within a segment. For example, short sections of good condition may be followed by sections of poor surface conditions. In these cases, it is best to rate the segment according to the worst conditions and note the variation on the form.

The overall purpose of condition rating is to be able to compare each segment relative to all the other segments in your roadway system. On completion you should be able to look at any two pavement segments and find that the better surface has a higher rating.

Within a given rating, say 6, not all pavements will be exactly the same. However, they should all be considered to be in better condition than those with lower ratings, say 5. Sometimes it is helpful in rating a difficult segment to compare it to other previously rated segments. For example, if it is better than one you rated 5 and worse than a typical 7, then a rating of 6 is appropriate. Having all pavement segments rated in the proper relative order is most important and useful.

Assessing drainage conditions

Moisture and poor pavement drainage are significant factors in pavement deterioration. Some assessment of drainage conditions during pavement rating is highly recommended. While you should review drainage in detail at the project level, at this stage simply include an overview drainage evaluation at the same time as you evaluate surface condition.

Urban drainage.

RATING: Excellent

Good rural ditch and driveway culvert. Culvert end needs cleaning.

RATING: Good

High shoulder and no ditch lead to pavement damage. Needs major ditch improvement for a short distance.

RATING: Fair

No drainage leads to failed pavement.

RATING: Poor

Consider both pavement surface drainage and lateral drainage (ditches or storm sewers). Pavement should be able to quickly shed water off the surface into the lateral ditches. Ditches should be large and deep enough to drain the pavement and remove the surface water efficiently into adjacent waterways.

Look at the roadway crown and check for low surface areas that permit ponding. Paved surfaces should have approximately a 2% cross slope or crown across the roadway. This will provide approximately 3" of fall on a 12' traffic lane. Shoulders should have a greater slope to improve surface drainage.

A pavement's ability to carry heavy traffic loads depends on both the pavement materials (asphalt surfacing and granular base) and the strength of the underlying soils. Most soils lose strength when they are very wet. Therefore, it is important to provide drainage to the top layer of the subgrade supporting the pavement structure.

In rural areas, drainage is provided most economically by open ditches that allow soil moisture to drain laterally. As a rule of thumb, the bottom of the ditch ought to be at least one foot below the base course of the pavement in order to drain the soils. This means that minimum ditch depth should be about 2' below the center of the pavement. Deeper ditches, of course, are required to accommodate roadway culverts and maintain the flow line to adjacent drainage channels or streams.

You should also check culverts and storm drain systems. Storm drainage systems that are silted in, have a large accumulation of debris, or are in poor structural condition will also degrade pavement performance.

The T.I.C. publication, ***Drainage Manual: Local Road Assessment and Improvement,*** describes the elements of drainage systems, depicts them in detailed photographs, and explains how to rate their condition. Copies are available from the Transportation Information Center.

Planning annual maintenance and repair budgets

We have found that relating a normal maintenance or rehabilitation procedure to the surface rating scheme helps local officials use the rating system. However, an individual surface rating should not automatically dictate the final maintenance or rehabilitation technique.

You should consider safety, future traffic projections, original construction, and pavement strength since these may dictate a more comprehensive rehabilitation than the rating suggests. On the other hand, it may be appropriate under special conditions to do nothing and let the pavement fully deteriorate, then rebuild when funds are available.

Summary

Using local road funds most efficiently requires good planning and accurate identification of appropriate rehabilitation projects. Assessing roadway conditions is an essential first step in this process. This asphalt pavement surface condition rating procedure has proved effective in improving decision making and using highway funds more efficiently. It can be used directly by local officials and staff. It may be combined with additional testing and data collection in a more comprehensive pavement management system.

Transportation Information Center Publications

Pavement Surface Evaluation and Rating (PASER) Manuals

- **Asphalt PASER Manual,** 28 pp.
- **Brick and Block PASER Manual,** 8 pp.
- **Concrete PASER Manual,** 28 pp.
- **Gravel PASER Manual,** 20 pp.
- **Sealcoat PASER Manual,** 16 pp.
- **Unimproved Roads PASER Manual,** 12 pp.

Drainage Manual
Local Road Assessment and Improvement, 6 pp.

SAFER Manual
Safety Evaluation for Roadways, 40 pp.

Flagger's Handbook (pocket-sized guide), 22 pp.

Work Zone Safety, Guidelines for Construction, Maintenance, and Utility Operations, (pocket-sized guide), 58 pp.

Wisconsin Transportation Bulletins

#1 Understanding and Using Asphalt
#2 How Vehicle Loads Affect Pavement Performance
#3 LCC—Life Cycle Cost Analysis
#4 Road Drainage
#5 Gravel Roads
#6 Using Salt and Sand for Winter Road Maintenance
#7 Signing for Local Roads
#8 Using Weight Limits to Protect Local Roads
#9 Pavement Markings
#10 Seal Coating and Other Asphalt Surface Treatments
#11 Compaction Improves Pavement Performance
#12 Roadway Safety and Guardrail
#13 Dust Control on Unpaved Roads
#14 Mailbox Safety
#15 Culverts-Proper Use and Installation
#16 Geotextiles in Road Construction/Maintenance and Erosion Control
#17 Managing Utility Cuts
#18 Roadway Management and Tort Liability in Wisconsin
#19 The Basics of a Good Road
#20 Using Recovered Materials in Highway Construction
#21 Setting Speed Limits on Local Roads
#22 Pre-wetting and Anti-icing
#23 Meeting Minimum Sign Retroreflectivity Standards

Transportation Information Center
University of Wisconsin–Madison

432 North Lake Street
Madison, WI 53706
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http://tic.engr.wisc.edu

Transportation
Information Center
University of Wisconsin–Madison

PASER

Asphalt Roads

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

ITEM TITLE:	**Public Hearing – Resolution 2022-006 Major Site Plan - 7-Eleven - Petitioner: Lake Ella, LLC**
For the Meeting of:	February 24, 2022
Submitted by:	City Attorney/City Manager/Community Development Director
Date Submitted:	February 15, 2022
Funds Required:	No
Attachments:	Yes. Proposed Resolution 2022-006, development application, legal description, location map, staff report and advertisement affidavit.

Item Description: **Resolution 2022-006** providing major site plan approval with conditions to construct a 7-Eleven and car wash (a 4,650 square-foot convenience store plus a 996 square-foot car wash. The property is located at US Hwy 27/441.

Staff recommends approval with conditions as outlined in Resolution 2022-006 repealing Resolution 2021-045 which was adopted on October 26, 2022. Major changes of the original site plan necessitated a new review and included the following; (1) drainage changes, (2) retention pond changes, (3) ingress/egress changes and (4) changes to property boundaries. Only a portion of the property will be sold for development—minor lot split.

At the February 17, 2022 meeting, the Planning and Zoning Board recommended approval.

Action to be Taken:	**Adopt Resolution 2022-006**
Staff's Recommendation:	Approval.
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

RESOLUTION 2022-006

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A SEVEN-ELEVEN; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; REPEALING RESOLUTION 2021-045 AND NOTICE OF A MAJOR SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fruitland Park Ella, LLC and R.K.M. Development Corp. has filed an application for Major Site Plan Approval to allow for construction of a new Seven-Eleven building on real property located at xxxx US Hwy 27/441, Fruitland Park; and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations, subject to conditions;

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

Section 1. Granting of Major Site Plan Approval.

The application filed by Fruitland Park Ella, LLC and R.K.M. Development Corp. (hereafter referred to as "Applicant"), to allow for construction of a new Seven-Eleven building on real property located at xxxx US Hwy 27/441, Fruitland Park is hereby GRANTED, with conditions, for the following described property:

A portion of Alt. Key Numbers: 274770
A portion of Parcel Id. Numbers: 33-18-24-0001-000-00400

LEGAL DESCRIPTION: See attached Exhibit A.

Section 2. Conditions of Approval.

(1) Prior to the issuance of a building permit, the Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters:

(a) Applicant must obtain a driveway permit from the State of Florida Department of Transportation (FDOT) for connection of the property to US Hwy 27/441.

(b) Applicant must dedicate and convey by right-of-way deed to Lake County right-of-way for Lake Ella Road. Applicant must prepare and provide to Lake County the legal description and sketch of description of the right-of-way as determined by Lake County, along with a copy of the Property boundary survey and title report.

(c) Applicant must cooperate with FDOT and Lake County for the traffic signal modification at the intersection of US Hwy 27/441 and Lake Ella Road, and execute any required agreements relating to same.

(2) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.

(3) The Site Plan is attached hereto and incorporated herein.

(4) Upon compliance with the conditions set forth above, the City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida.

Section 3. Repeal.

Resolution 2021-045 and Notice of a Major Site Plan Approval collectively recorded November 10, 2021 in the Official Record Book 5834, Page 825 – 830 Public Records of Lake County, Florida is hereby repealed.

Section 4. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this _____ day of _____, 2022.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____
CHRIS CHESHIRE, MAYOR

ATTEST:

_____
ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Chairman 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:

_____
Anita Geraci-Carver, City Attorney

EXHIBIT A

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51'42" E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet to the west line of the N/W ¼ of the NE ¼ of the NE ¼ of said section 33; thence S00°16'00"W, along said west line, a distance of 50.00 feet for a point of beginning; thence S89°51'42"E a distance of 353.22 feet; thence S44°44'13"E a distance of 28.23 feet to the west right-of-way line of U.S. Highway 27/441 as shown on Florida Department of Transportation right-of-way map, F.P. NO. 238395-4, section 10040; thence S02°14'34"W, along said west right-of-way line, a distance of 354.23 feet; thence N89°51'34"W a distance of 285.97' feet; thence N00°16'00"E a distance of 305.00 feet; thence N89°45'01"W a distance of 75.00 feet to said west line of the NW ¼ of the NE ¼ of the NE ¼ of section 33; thence N00°16'00"E, along said west line, a distance of 68.84 feet to the point of beginning.

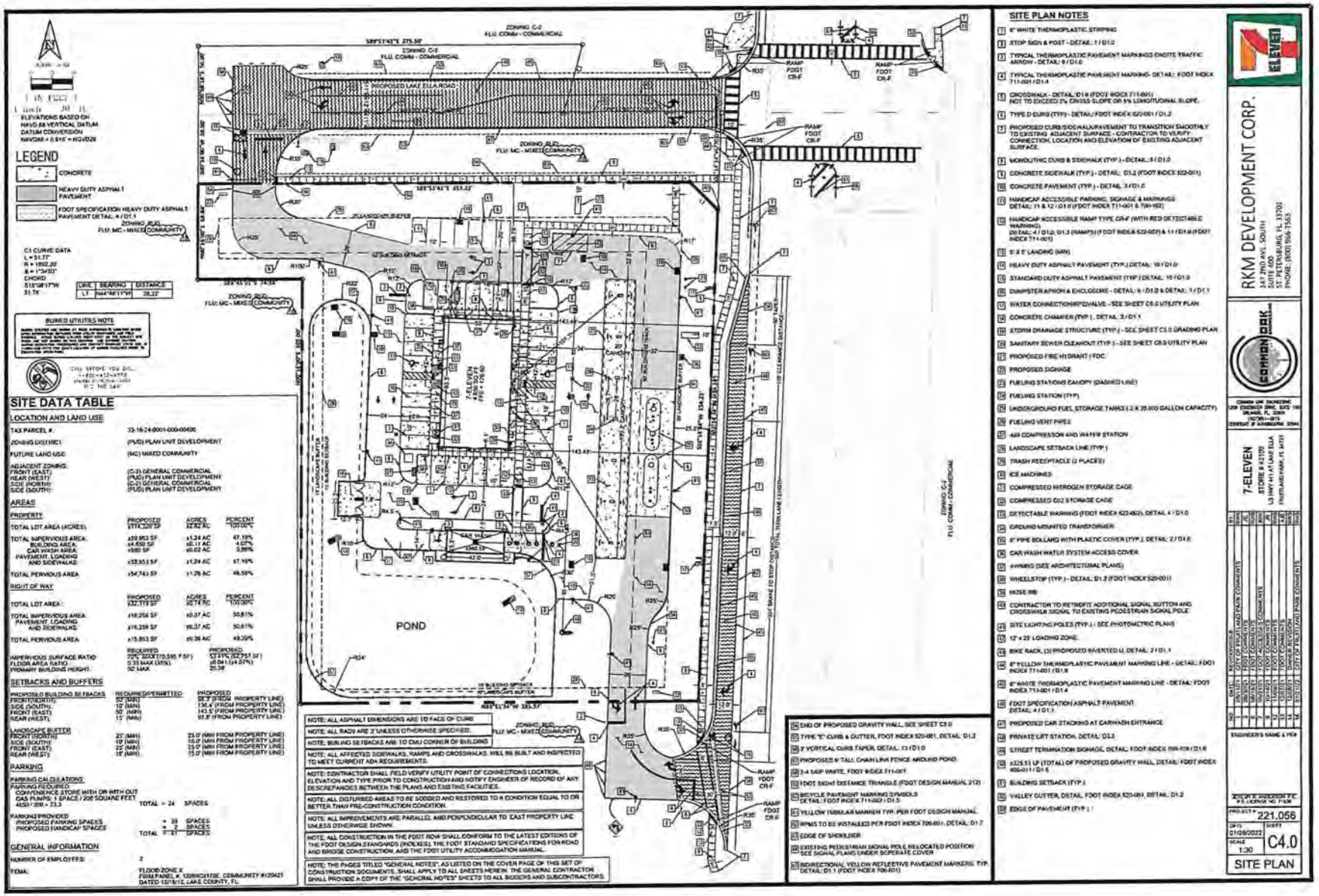

ELEVATIONS BASED ON NAVD 88 VERTICAL DATUM
DATUM CONVERSION
NAVD88 + 0.915' = NGVD29
LEGEND
CONCRETE
HEAVY DUTY ASPHALT PAVEMENT
FDOT SPECIFICATION HEAVY DUTY ASPHALT PAVEMENT DETAIL: 4 / D1.1
ZONING: (MC) MIXED COMMUNITY
FLU: MC - MIXED COMMUNITY
C1 CURVE DATA
L = 51.77'
R = 1902.20'
Δ = 1°34'03"
CHORD
S15°04'17"W
51.76'
CURVE | BEARING | DISTANCE
L1 | N44°46'11"W | 28.22'
BURIED UTILITIES NOTE
CALL BEFORE YOU DIG
1-800-432-4770
SUNSHINE ONE CALL OF FLORIDA, INC.
IT'S THE LAW!
SITE DATA TABLE
LOCATION AND LAND USE
TAX PARCEL #: 33-19-24-0001-000-00400
ZONING DISTRICT: (PUD) PLAN UNIT DEVELOPMENT
FUTURE LAND USE: (MC) MIXED COMMUNITY
ADJACENT ZONING:
FRONT (EAST): (C-3) GENERAL COMMERCIAL
REAR (WEST): (PUD) PLAN UNIT DEVELOPMENT
SIDE (NORTH): (C-3) GENERAL COMMERCIAL
SIDE (SOUTH): (PUD) PLAN UNIT DEVELOPMENT
AREAS
PROPERTY | PROPOSED 217,426 SF | ACRES 32.82 AC | PERCENT 100.00%
TOTAL LOT AREA (ACRES): ±59,953 SF | ±1.24 AC | 47.19%
TOTAL IMPERVIOUS AREA: ±4,830 SF | ±0.11 AC | 4.07%
BUILDING AREA: ±680 SF | ±0.02 AC | 0.86%
CAR WASH AREA: ±53,053 SF | ±1.24 AC | 47.19%
PAVEMENT, LOADING AND SIDEWALKS: ±54,743 SF | ±1.26 AC | 48.59%
TOTAL PERVIOUS AREA
RIGHT OF WAY
PROPOSED | ACRES | PERCENT
TOTAL LOT AREA: ±32,119 SF | 0.74 AC | 100.00%
TOTAL IMPERVIOUS AREA: ±16,256 SF | ±0.37 AC | 50.61%
PAVEMENT, LOADING AND SIDEWALKS: ±16,256 SF | ±0.37 AC | 50.61%
TOTAL PERVIOUS AREA: ±15,863 SF | ±0.36 AC | 49.39%
IMPERVIOUS SURFACE RATIO: REQUIRED 70% MAX (70,595.7 SF) | PROPOSED 12.91% (27,57 SF)
FLOOR AREA RATIO: 0.35 MAX (35%) | ±0.04 (±4.27%)
PRIMARY BUILDING HEIGHT: 50' MAX | 21.38'
SETBACKS AND BUFFERS
PROPOSED BUILDING SETBACKS | REQUIRED/PERMITTED | PROPOSED
FRONT (NORTH): 50' (MIN) | 97.3' (FROM PROPERTY LINE)
SIDE (SOUTH): 10' (MIN) | 136.4' (FROM PROPERTY LINE)
FRONT (EAST): 50' (MIN) | 143.5' (FROM PROPERTY LINE)
REAR (WEST): 15' (MIN) | 97.8' (FROM PROPERTY LINE)
LANDSCAPE BUFFER
FRONT (NORTH): 25' (MIN) | 25.0' (MIN FROM PROPERTY LINE)
SIDE (SOUTH): 10' (MIN) | 15.0' (MIN FROM PROPERTY LINE)
FRONT (EAST): 25' (MIN) | 25.0' (MIN FROM PROPERTY LINE)
REAR (WEST): 15' (MIN) | 15.0' (MIN FROM PROPERTY LINE)
PARKING
PARKING CALCULATIONS:
PARKING REQUIRED:
CONVENIENCE STORE WITH OR WITH OUT GAS PUMPS: 1 SPACE / 200 SQUARE FEET
4653 / 200 = 23.3 TOTAL = 24 SPACES
PARKING PROVIDED
PROPOSED PARKING SPACES = 39 SPACES
PROPOSED HANDICAP SPACES = 2 SPACES
TOTAL = 41 SPACES
GENERAL INFORMATION
NUMBER OF EMPLOYEES: 2
FEMA: FLOOD ZONE X
FIRM PANEL #: 12069C0215E, COMMUNITY #120421
DATED 12/18/12, LAKE COUNTY, FL
POND
NOTE: ALL ASPHALT DIMENSIONS ARE TO FACE OF CURB
NOTE: ALL RADII ARE 3' UNLESS OTHERWISE SPECIFIED.
NOTE: BUILING SETBACKS ARE TO CMU CORNER OF BUILDING
NOTE: ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
NOTE: CONTRACTOR SHALL FIELD VERIFY UTILITY POINT OF CONNECTIONS LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF RECORD OF ANY DESCREPANCIES BETWEEN THE PLANS AND EXISTING FACILITIES.
NOTE: ALL DISTURBED AREAS TO BE SODDED AND RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PRE-CONSTRUCTION CONDITION.
NOTE: ALL IMPROVEMENTS ARE PARALLEL AND PERPENDICULAR TO EAST PROPERTY LINE UNLESS OTHERWISE SHOWN.
NOTE: ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS (INDEXES), THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.
NOTE: THE PAGES TITLED "GENERAL NOTES", AS LISTED ON THE COVER PAGE OF THIS SET OF CONSTRUCTION DOCUMENTS, SHALL APPLY TO ALL SHEETS HEREIN. THE GENERAL CONTRACTOR SHALL PROVIDE A COPY OF THE "GENERAL NOTES" SHEETS TO ALL BIDDERS AND SUBCONTRACTORS.
[34] END OF PROPOSED GRAVITY WALL, SEE SHEET C3.0
[35] TYPE "E" CURB & GUTTER, FDOT INDEX 520-001, DETAIL: D1.2
[36] 2' VERTICAL CURB TAPER, DETAIL: 13 / D1.0
[37] PROPOSED 6' TALL CHAIN LINK FENCE AROUND POND
[38] 2-4 SKIP WHITE, FDOT INDEX 711-001
[39] FDOT SIGHT DISTANCE TRIANGLE (FDOT DESIGN MANUAL 212)
[40] BICYCLE PAVEMENT MARKING SYMBOL, DETAIL: FDOT INDEX 711-002 / D1.3
[41] YELLOW TUBULAR MARKER TYP. PER FDOT DESIGN MANUAL
[42] WINGS TO BE INSTALLED PER FDOT INDEX 706-001, DETAIL: D1.7
[43] EDGE OF SHOULDER
[44] EXISTING PEDESTRIAN SIGNAL POLE RELOCATED TO POSITION SEE SIGNAL PLANS UNDER SEPERATE COVER
[45] BIDIRECTIONAL YELLOW REFLECTIVE PAVEMENT MARKERS, TYP. DETAIL: D1.1 (FDOT INDEX 706-001)
SITE PLAN NOTES
[1] 6" WHITE THERMOPLASTIC STRIPING
[2] STOP SIGN & POST - DETAIL: 1 / D1.0
[3] TYPICAL THERMOPLASTIC PAVEMENT MARKINGS ONSITE TRAFFIC ARROW - DETAIL: 9 / D1.0
[4] TYPICAL THERMOPLASTIC PAVEMENT MARKING- DETAIL: FDOT INDEX 711-001 / D1.4
[5] CROSSWALK - DETAIL: D1.6 (FDOT INDEX 711-001) NOT TO EXCEED 2% CROSS SLOPE OR 5% LONGITUDINAL SLOPE.
[6] TYPE D CURB (TYP) - DETAIL: FDOT INDEX 520-001 / D1.2
[7] PROPOSED CURB/SIDEWALK/PAVEMENT TO TRANSITION SMOOTHLY TO EXISTING ADJACENT SURFACE - CONTRACTOR TO VERIFY CONNECTION, LOCATION AND ELEVATION OF EXISTING ADJACENT SURFACE.
[8] MONOLITHIC CURB & SIDEWALK (TYP.) - DETAIL: 5 / D1.0
[9] CONCRETE SIDEWALK (TYP.) - DETAIL: D1.2 (FDOT INDEX 522-001)
[10] CONCRETE PAVEMENT (TYP.) - DETAIL: 3 / D1.0
[11] HANDICAP ACCESSIBLE PARKING, SIGNAGE & MARKINGS DETAIL: 11 & 12 / D1.0 (FDOT INDEX 711-001 & 700-102)
[12] HANDICAP ACCESSIBLE RAMP TYPE CR-F (WITH RED DETECTABLE WARNING) DETAIL: 4 / D1.2, D1.3 (RAMPS) (FDOT INDEX 522-002) & 11 / D1.0 (FDOT INDEX 711-001)
[13] 5' X 5' LANDING (MIN)
[14] HEAVY DUTY ASPHALT PAVEMENT (TYP.) DETAIL: 10 / D1.0
[15] STANDARD DUTY ASPHALT PAVEMENT (TYP.) DETAIL: 10 / D1.0
[16] DUMPSTER APRON & ENCLOSURE - DETAIL: 6 / D1.0 & DETAIL: 1 / D1.1
[17] WATER CONNECTION/RPZ/VALVE - SEE SHEET C5.0 UTILITY PLAN
[18] CONCRETE CHAMFER (TYP.), DETAIL: 3 / D1.1
[19] STORM DRAINAGE STRUCTURE (TYP.) - SEE SHEET C3.0 GRADING PLAN
[20] SANITARY SEWER CLEANOUT (TYP.) - SEE SHEET C5.0 UTILITY PLAN
[21] PROPOSED FIRE HYDRANT / FDC
[22] PROPOSED SIGNAGE
[23] FUELING STATIONS CANOPY (DASHED LINE)
[24] FUELING STATION (TYP)
[25] UNDERGROUND FUEL STORAGE TANKS (3 X 20,000 GALLON CAPACITY)
[26] FUELING VENT PIPES
[27] 489 COMPRESSOR AND WATER STATION
[28] LANDSCAPE SETBACK LINE (TYP.)
[29] TRASH RECEPTACLE (2 PLACES)
[30] ICE MACHINES
[31] COMPRESSED NITROGEN STORAGE CAGE
[32] COMPRESSED CO2 STORAGE CAGE
[33] DETECTABLE WARNING (FDOT INDEX 522-002), DETAIL: 4 / D1.0
[34] GROUND MOUNTED TRANSFORMER
[35] 6" PIPE BOLLARD WITH PLASTIC COVER (TYP.), DETAIL: 2 / D1.0
[36] CAR WASH WATER SYSTEM ACCESS COVER
[37] AWNING (SEE ARCHITECTURAL PLANS)
[38] WHEELSTOP (TYP.) - DETAIL: D1.2 (FDOT INDEX 520-001)
[39] HOSE BIB
[40] CONTRACTOR TO REPROGRAM ADDITIONAL SIGNAL BUTTON AND CROSSWALK SIGNAL TO EXISTING PEDESTRIAN SIGNAL POLE
[41] SITE LIGHTING POLES (TYP.) - SEE PHOTOMETRIC PLANS
[42] 12' x 25' LOADING ZONE.
[43] BIKE RACK, (3) PROPOSED INVERTED U, DETAIL: 2 / D1.1
[44] 6" YELLOW THERMOPLASTIC PAVEMENT MARKING LINE - DETAIL: FDOT INDEX 711-001 / D1.6
[45] 6" WHITE THERMOPLASTIC PAVEMENT MARKING LINE - DETAIL: FDOT INDEX 711-001 / D1.4
[46] FDOT SPECIFICATION ASPHALT PAVEMENT DETAIL: 4 / D1.1
[47] PROPOSED CAR STACKING AT CARWASH ENTRANCE
[48] PRIVATE LIFT STATION, DETAIL: D3.3
[49] STREET TERMINATION SIGNAGE, DETAIL: FDOT INDEX 700-109 / D1.6
[50] ±325.51 LF (TOTAL) OF PROPOSED GRAVITY WALL, DETAIL: FDOT INDEX 400-011 / D1.5
[51] BUILDING SETBACK (TYP.)
[52] VALLEY GUTTER, DETAIL: FDOT INDEX 520-001, DETAIL: D1.2
[53] EDGE OF PAVEMENT (TYP.)
RAMP FDOT CR-F
ZONING: C-3 FLU: COMM - COMMERCIAL
7-ELEVEN 2455 STORE # 42100 LOT 400 (PARCEL 33-19-24-0001-000-00400)
RKM DEVELOPMENT CORP. 147 2ND AVE. SOUTH SUITE 400 ST. PETERSBURG, FL 33701 PHONE: (800) 556-7353
COMMON ONE ENGINEERING 209 ENDEAVOR DRIVE, SUITE 100 ORLANDO, FL 32826 (407)351-0870 CERTIFICATE OF AUTHORIZATION #29441
7-ELEVEN STORE # 42100 L3 HWY 441 AT LAKE ELLA TRAILER PARK, FL 34731
NO. | DATE | REVISIONS | BY
1 | 06/30/21 | FDOT COMMENTS | JC
2 | 08/13/21 | FDOT COMMENTS | JC
3 | 09/13/21 | FDOT COMMENTS | JC
4 | 10/27/21 | FDOT ACCESS CHANGE NOTE | JC
5 | 11/29/21 | FDOT COMMENTS | MW
6 | 12/29/21 | FDOT COMMENTS | MW
7 | 1/19/22 | FDOT COMMENTS | MW
8 | 2/28/22 | FDOT COMMENTS | MW
9 | 3/31/22 | FDOT COMMENTS | MW
10 | 4/15/22 | FDOT COMMENTS | MW
11 | 5/31/22 | FDOT COMMENTS | MW
12 | 6/15/22 | FDOT COMMENTS | MW
13 | 7/15/22 | FDOT COMMENTS | MW
14 | 8/30/22 | CITY COMMENTS | MW
15 | 9/30/22 | CITY OF FRUITLAND PARK COMMENTS | MW
ENGINEER'S NAME & PE#
JOSEPH E. ROBINSON P.E. P.E. LICENSE NO. 71536
PROJECT # 221.056
DATE 01/26/2022
SCALE 1:30
SHEET C4.0
SITE PLAN

EXHIBIT A

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, range 24 east, Lake County, Florida, being more particularly described as follows:
Commence at the north ¼ corner of said section 33; run thence S89° 51'42" E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet to the west line of the N/W ¼ of the NE ¼ of the NE ¼ of said section 33; thence S00°16'00"W, along said west line, a distance of 50.00 feet for a point of beginning; thence S89°51'42"E a distance of 353.22 feet; thence S44°44'13"E a distance of 28.23 feet to the west right-of-way line of U.S. Highway 27/441 as shown on Florida Department of Transportation right-of-way map, F.P. NO. 238395-4, section 10040; thence S02°14'34"W, along said west right-of-way line, a distance of 354.23 feet; thence N89°51'34"W a distance of 285.97' feet; thence N00°16'00"E a distance of 305.00 feet; thence N89°45'01"W a distance of 75.00 feet to said west line of the NW ¼ of the NE ¼ of the NE ¼ of section 33; thence N00°16'00"E, along said west line, a distance of 68.84 feet to the point of beginning.

Legal Description

We are proposing to split two lots, Fruitland Lake Ella LLC Alt Key 2748770 and Linda Hyatt Alt Key 1282896, into three lots.

1. The first lot we are creating is for the subject 7-Eleven development. It will be created from the parent tract with Alt Key 2748770. The legal description for the proposed 7-Eleven Site is:

7-ELEVEN SITE – A PORTION OF ALT KEY 2748770

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51'42" E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet to the west line of the N/W ¼ of the NE ¼ of the NE ¼ of said section 33; thence S00°16'00"W, along said west line, a distance of 50.00 feet for a point of beginning; thence S89°51'42"E a distance of 353.22 feet; thence S44°44'13"E a distance of 28.23 feet to the west right-of-way line of U.S. Highway 27/441 as shown on Florida Department of Transportation right-of-way map, F.P. NO. 238395-4, section 10040; thence S02°14'34"W, along said west right-of-way line, a distance of 354.23 feet; thence N89°51'34"W a distance of 285.97' feet; thence N00°16'00"E a distance of 305.00 feet; thence N89°45'01"W a distance of 75.00 feet to said west line of the NW ¼ of the NE ¼ of the NE ¼ of section 33; thence N00°16'00"E, along said west line, a distance of 68.84 feet to the point of beginning.

2. The second lot we are proposing is comprised of two separate parcels with two separate Alt Keys. This second lot is for the proposed Lake Ella Roadway Extension and will be dedicated to Lake County. The legal description for the proposed Lake County Tract is:

LAKE COUNTY TRACT – A PORTION OF ALT KEY 1282896 & 2748770

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18 south, range 24 east, and a portion of the southwest ¼ of the southeast ¼ of the southeast ¼ of section 28, township 18 south, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51' 42" E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet to a point on the west line of the southwest ¼ of the southeast ¼ of the southeast ¼ of said section 28 for a point of beginning; thence N00° 08'18" E along said west line a distance of 50.00 feet; thence S89° 51'42" E a distance of 275.50 feet to a non-tangent point on a curve concave northwesterly having a radius of 1892.20 feet, a chord bearing of S15° 08'17"W and a chord distance of 51.76 feet; thence run southwesterly along the arc of said curve through a central angle of 01° 34'03" a distance of 51.77 feet to a point on the north line of the

northwest ¼ of the northeast ¼ of the northeast ¼ of said section 33; thence S89° 51’42”E along said north line a distance of 113.50 feet to the west right of way line of US highway 27/441 as shown on Florida Department of Transportation right of way map, F.P. 238395-4, section 11040; thence S02° 14’34”W along said west right-of-way line a distance of 70.06 feet; thence N44° 44’13”W a distance of 28.23 feet; thence N89 51’42”W a distance of 353.22 feet to the west line of the NW ¼ of the NE ¼ of the NE ¼ of said section 33; thence N00° 16’00” E along said west line a distance of 50.00 fee to the point of beginning.

3. The third lot is the total Fruitland Lake Ella LLC Alt Key 2748770 minus the proposed Fruitland Lake Ella LLC Tract.

FRUITLAND LAKE ELLA LLC TRACT – A PORTION OF ALT KEY 2748770

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, south, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51’42”E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet for a point of beginning; thence continue S89° 51’42” E along the north line of the northwest ¼ of the northeast ¼ of the northeast ¼ of said section 33 a distance of 375.60 feet to the west right-of-way line of US Highway 27/441 as shown on Florida Department of Transportation right of way map F.P. No. 238395-4, section 11040; thence S02° 14’34”W along said west right-of-way line a distance of 424.28 feet; thence N89° 51’34”W a distance of 285.97 feet; thence N00° 16’00”E a distance of 305.00 feet; thence N89° 45’01”W a distance of 75.00 feet to the west line of the NW ¼ of the NE ¼ of the NE ¼ of the NE ¼ of said section 33; thence N00° 16’00” E along said west line a distance of 118.84 feet to the point of beginning.

October 12, 2020

1:1,998

0 0.0225 0.045 0.09 mi

0 0.035 0.07 0.14 km

- County Boundary
- Street Names
- Local Streets
- Subdivision Lot Numbers
- Address Locations
- Property Name
- Tax Parcels Alternate Key
- Tax Parcels
- Surrounding Counties

Lake County Property Appraiser
Lake BCC

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

ITEM TITLE: **Public Hearing – Resolution 2022-007 Minor Lot Split to construct 7-Eleven; 4,650 SF convenience store + 996 SF car wash; property located at xxxx US Hwy 27/441 – Petitioner: Bill Lloyd of 441 Lake Ella, LLC.**

For the Meeting of: February 24, 2022

Submitted by: City Attorney/City Manager/Community Development Director

Date Submitted: February 18, 2022

Funds Required: No

Attachments: Yes. Proposed Resolution 2022-007, development application, legal description, location map, and staff report.

Item Description: **Resolution 2022-007** providing minor site plan approval as the boundaries of the development site to construct a 7-Eleven and car wash has changed. Planning and Zoning Board approved at its February 17, 2022 meeting.

Resolution 2021-045 was adopted at the October 28, 2021 regular meeting and will be repealed with the adoption of the subject resolution. Major changes of the original site plan necessitated a new review and included changes to property boundaries. (Note: only a portion of the property will be sold for development—minor lot split).

Action to be Taken: **Adopt Resolution 2022-007**

Staff's Recommendation: Approval.

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2022-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING LOT SPLIT APPROVAL OF PROPERTY LOCATED WEST OF THE INTERSECTION OF US HWY 441 AND EAGLES NEST ROAD, FRUITLAND PARK, FLORIDA, OWNED BY FRUITLAND LAKE ELLA LLC; PROVIDING FOR A NOTICE TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicants have petitioned for the division of the Property (hereinafter described), into two separate lots with the remaining portion being deeded to Lake County for road right-of-way; and

WHEREAS, the subject property is located west of the intersection of US Hwy 441 and Eagles Nest Road, Fruitland Park; and

WHEREAS, the Planning and Zoning and the City Commission have considered the application in accordance with Sec. 157.050(5)(c) of the City of Fruitland Park Land Development Code;

WHEREAS, the Planning and Zoning recommended approval of the lot split;

WHEREAS, the City Commission finds that the lot split is in compliance with the City's land development regulations.

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

Section 1. Granting of Subdivision of Property (Lot Split) Approval.

Approval of the subdivision of property, Lot Split, for the real property described below is **GRANTED**.

LEGAL DESCRIPTION PARENT PARCEL: That part of the Northwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 22, Township 18 South, Range 24 East, Lake County, Florida lying west of the highway, less and except railroad right-of-way.
Together with that portion of the lands described in that final judgment quieting title recorded in Official Records Book 3578, Page 2451 of the Public Records of Lake County, Florida, lying within the Northwest ¼ of the Northeast ¼ of the Northeast ¼ of the Northeast ¼ of Section 22, Township 18 South, Range 24, East, Lake County, Florida, lying West of the highway.

Parcel Alternate Key No. 2748770

Is subdivided to be:

Parcel 1 (7-Eleven Site)

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51'42" E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet to the west line of the N/W ¼ of the NE ¼ of the NE ¼ of said section 33; thence S00°16'00"W, along said west line, a distance of 50.00 feet for a point of beginning; thence S89°51'42"E a distance of 353.22 feet; thence S44°44'13"E a distance of 28.23 feet to the west right-of-way line of U.S. Highway 27/441 as shown on Florida Department of Transportation right-of-way map, F.P. NO. 238395-4, section 10040; thence S02°14'34"W, along said west right-of-way line, a distance of 354.23 feet; thence N89°51'34"W a distance of 285.97' feet; thence N00°16'00"E a distance of 305.00 feet; thence N89°45'01"W a distance of 75.00 feet to said west line of the NW ¼ of the NE ¼ of the NE ¼ of section 33; thence N00°16'00"E, along said west line, a distance of 68.84 feet to the point of beginning.

Parcel 2 (Fruitland Park Lake Ella LLC)

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, south, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51'42"E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet for a point of beginning; thence continue S89° 51'42" E along the north line of the northwest ¼ of the northeast ¼ of the northeast ¼ of said section 33 a distance of 375.60 feet to the west right-of-way line of US Highway 27/441 as shown on Florida Department of Transportation right of way map F.P. No. 238395-4, section 11040; thence S02° 14'34"W along said west right-of-way line a distance of 424.28 feet; thence N89° 51'34"W a distance of 285.97 feet; thence N00° 16'00"E a distance of 305.00 feet; thence N89° 45'01"W a distance of 75.00 feet to the west line of the NW ¼ of the NE ¼ of the NE ¼ of the NE ¼ of said section 33; thence N00° 16'00" E along said west line a distance of 118.84 feet to the point of beginning.

Section 2. Recording of Notice.

The Community Development Director is directed to record a certified copy of the Notice of Subdivision of Property, a copy of which is attached hereto, in the public records of Lake County, Florida, and provide a copy to the Lake County Property Appraiser.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED this _____ day of _____, 2022, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____
CHRIS CHESHIRE, MAYOR

ATTEST:

_____
ESTHER COULSON, CITY CLERK

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

Approved as to form:

_____
Anita Geraci-Carver, City Attorney

Record and return to:
City of Fruitland Park
Community Development Department
506 W Berckman St.
Fruitland Park, FL 34731

NOTICE OF SUBDIVISION OF PROPERTY

Owner(s): Fruitland Lake Ella LLC
Levy A. Wong
13362 SW 128 Street
Miami, FL 33186

The City of Fruitland Park, a municipal corporation of the State of Florida, hereby grants subdivision approval for a Lot Split pursuant to Sec. 157.050 of the City Land Development Code. The following described property (Parent Parcel):

LEGAL DESCRIPTION PARENT PARCEL: That part of the Northwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 22, Township 18 South, Range 24 East, Lake County, Florida lying west of the highway, less and except railroad right-of-way.

Together with that portion of the lands described in that final judgment quieting title recorded in Official Records Book 3578, Page 2451 of the Public Records of Lake County, Florida, lying within the Northwest ¼ of the Northeast ¼ of the Northeast ¼ of the Northeast ¼ of Section 22, Township 18 South, Range 24, East, Lake County, Florida, lying West of the highway.

Parcel Alternate Key No. 2748770

Is subdivided to be:

Parcel 1 (7-Eleven Site)

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51'42" E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet to the west line of the N/W ¼ of the NE ¼ of the NE ¼ of said section 33; thence S00°16'00"W, along said west line, a distance of 50.00 feet for a point of beginning; thence S89°51'42"E a distance of 353.22 feet; thence S44°44'13"E a distance of 28.23 feet to the west right-of-way line of U.S. Highway 27/441 as shown on Florida Department of Transportation right-of-way map, F.P. NO. 238395-4, section 10040; thence S02°14'34"W, along said west right-of-way line, a distance of 354.23 feet; thence N89°51'34"W a distance of 285.97' feet; thence N00°16'00"E a distance of 305.00 feet; thence N89°45'01"W a distance of 75.00 feet to said west line of the NW ¼ of the NE ¼ of the NE ¼ of section 33; thence N00°16'00"E, along said west line, a distance of 68.84 feet to the point of beginning.

Parcel 2 (Fruitland Park Lake Ella LLC)

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, south, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51'42"E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet for a point of beginning; thence continue S89° 51'42" E along the north line of the northwest ¼ of the northeast ¼ of the northeast ¼ of said section 33 a distance of 375.60 feet to the west right-of-way line of US Highway 27/441 as shown on Florida Department of Transportation right of way map F.P. No. 238395-4, section 11040; thence S02° 14'34"W along said west right-of-way line a distance of 424.28 feet; thence N89° 51'34"W a distance of 285.97 feet; thence N00° 16'00"E a distance of 305.00 feet; thence N89° 45'01"W a distance of 75.00 feet to the west line of the NW ¼ of the NE ¼ of the NE ¼ of the NE ¼ of said section 33; thence N00° 16'00" E along said west line a distance of 118.84 feet to the point of beginning.

also depicted in **Exhibit "A".**

CITY OF FRUITLAND PARK, FLORIDA

_____
Chris Cheshire, Mayor

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this _____ day of _____, 2022, by Chris Cheshire, Mayor of the City of Fruitland Park, on behalf of the municipal corporation, who is [X] personally known to me or [ ] produced _____ as identification.

_____
Notary Public

ATTEST:

_____
Esther Coulson, City Clerk

Approved as to Form:

_____
Anita Geraci-Carver
City Attorney

EXHIBIT A

Boundary Survey/Sketch of Description describing and depicting parent parcel and two resulting parcels

Legal Description

We are proposing to split two lots, Fruitland Lake Ella LLC Alt Key 2748770 and Linda Hyatt Alt Key 1282896, into three lots.

1. The first lot we are creating is for the subject 7-Eleven development. It will be created from the parent tract with Alt Key 2748770. The legal description for the proposed 7-Eleven Site is:

7-ELEVEN SITE – A PORTION OF ALT KEY 2748770

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51'42" E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet to the west line of the N/W ¼ of the NE ¼ of the NE ¼ of said section 33; thence S00°16'00"W, along said west line, a distance of 50.00 feet for a point of beginning; thence S89°51'42"E a distance of 353.22 feet; thence S44°44'13"E a distance of 28.23 feet to the west right-of-way line of U.S. Highway 27/441 as shown on Florida Department of Transportation right-of-way map, F.P. NO. 238395-4, section 10040; thence S02°14'34"W, along said west right-of-way line, a distance of 354.23 feet; thence N89°51'34"W a distance of 285.97' feet; thence N00°16'00"E a distance of 305.00 feet; thence N89°45'01"W a distance of 75.00 feet to said west line of the NW ¼ of the NE ¼ of the NE ¼ of section 33; thence N00°16'00"E, along said west line, a distance of 68.84 feet to the point of beginning.

2. The second lot we are proposing is comprised of two separate parcels with two separate Alt Keys. This second lot is for the proposed Lake Ella Roadway Extension and will be dedicated to Lake County. The legal description for the proposed Lake County Tract is:

LAKE COUNTY TRACT – A PORTION OF ALT KEY 1282896 & 2748770

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18 south, range 24 east, and a portion of the southwest ¼ of the southeast ¼ of the southeast ¼ of section 28, township 18 south, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51' 42" E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet to a point on the west line of the southwest ¼ of the southeast ¼ of the southeast ¼ of said section 28 for a point of beginning; thence N00° 08'18" E along said west line a distance of 50.00 feet; thence S89° 51'42" E a distance of 275.50 feet to a non-tangent point on a curve concave northwesterly having a radius of 1892.20 feet, a chord bearing of S15° 08'17"W and a chord distance of 51.76 feet; thence run southwesterly along the arc of said curve through a central angle of 01° 34'03" a distance of 51.77 feet to a point on the north line of the

northwest ¼ of the northeast ¼ of the northeast ¼ of said section 33; thence S89° 51’42”E along said north line a distance of 113.50 feet to the west right of way line of US highway 27/441 as shown on Florida Department of Transportation right of way map, F.P. 238395-4, section 11040; thence S02° 14’34”W along said west right-of-way line a distance of 70.06 feet; thence N44° 44’13”W a distance of 28.23 feet; thence N89 51’42”W a distance of 353.22 feet to the west line of the NW ¼ of the NE ¼ of the NE ¼ of said section 33; thence N00° 16’00” E along said west line a distance of 50.00 fee to the point of beginning.

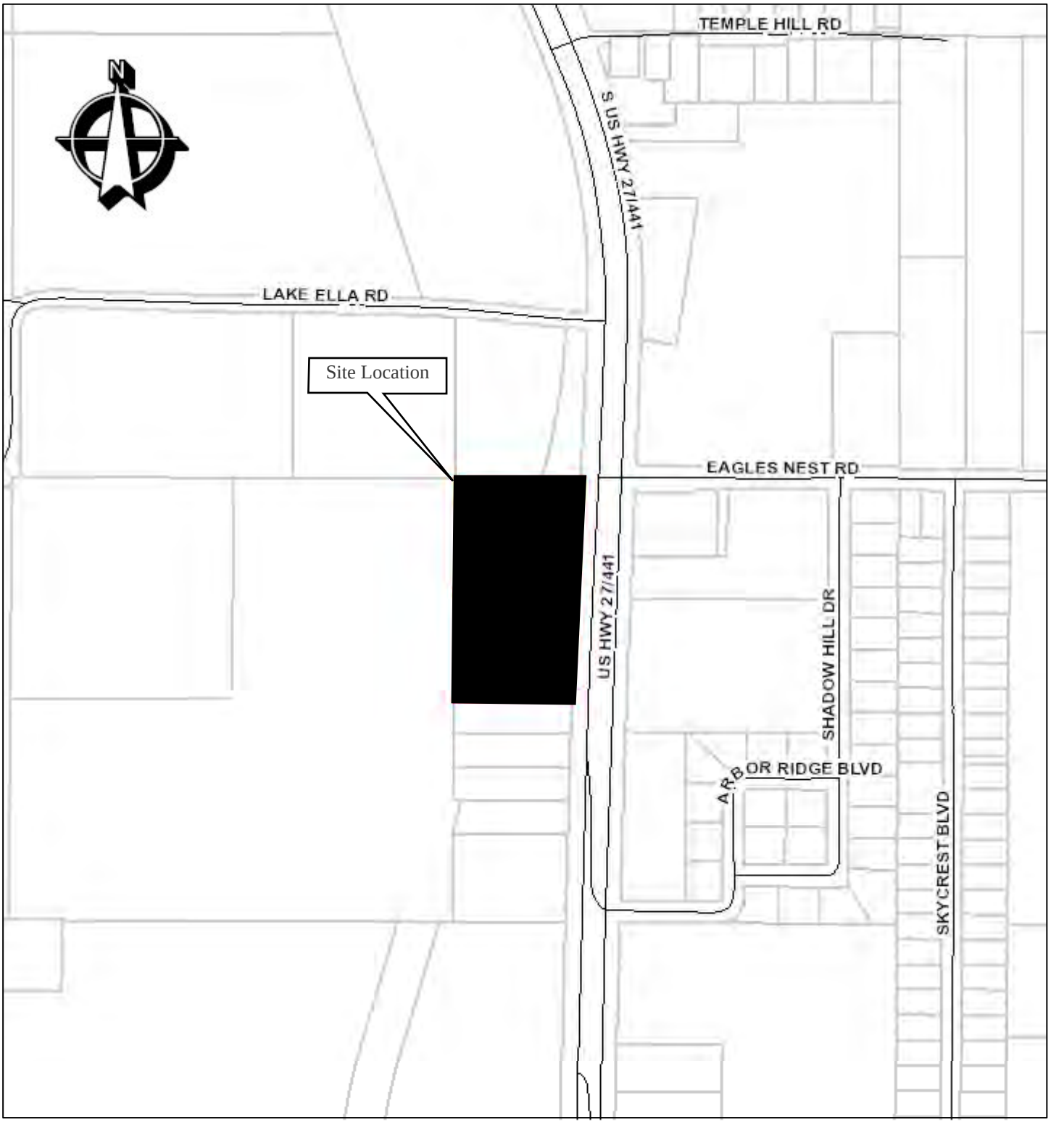
3. The third lot is the total Fruitland Lake Ella LLC Alt Key 2748770 minus the proposed Fruitland Lake Ella LLC Tract.

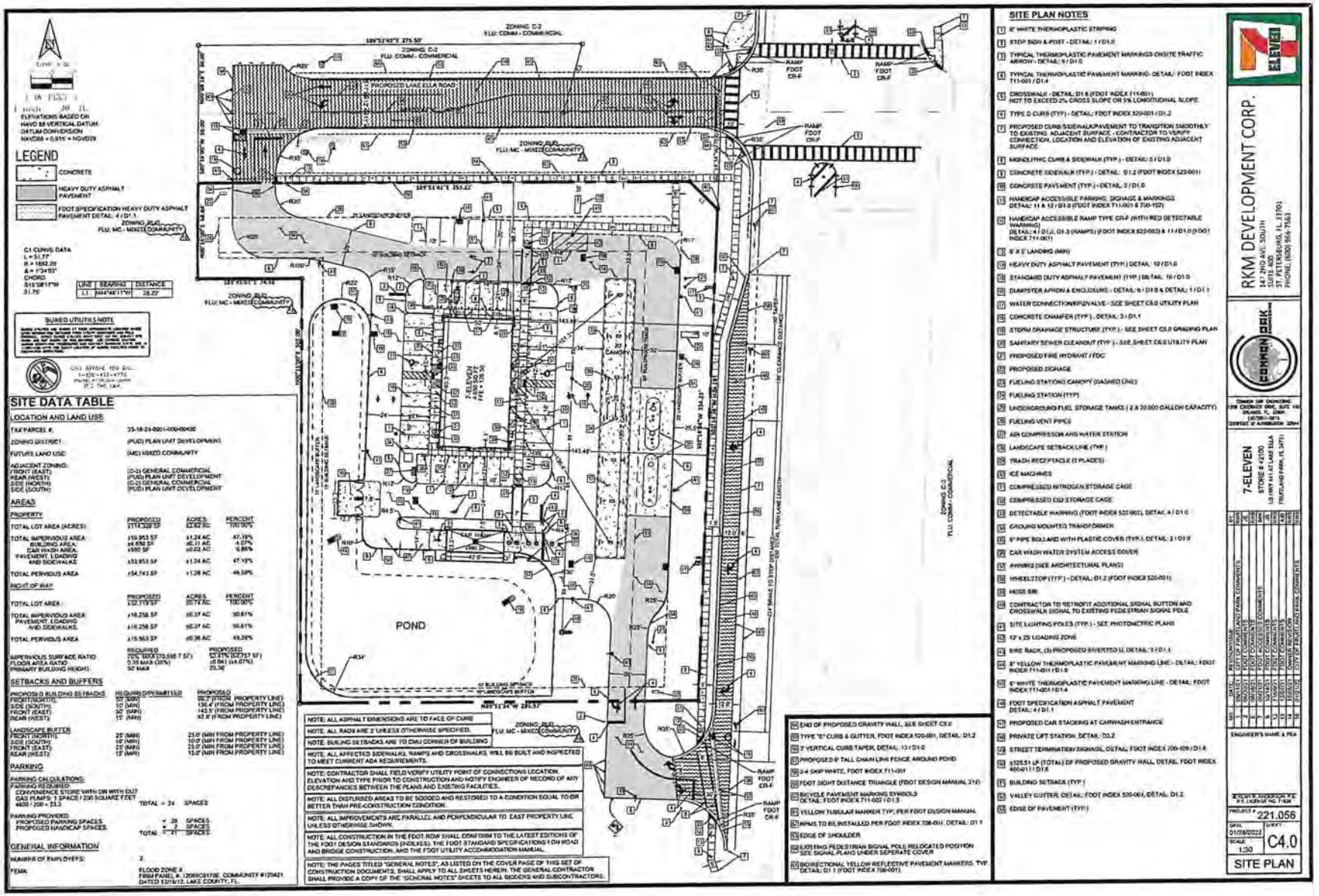
FRUITLAND LAKE ELLA LLC TRACT – A PORTION OF ALT KEY 2748770

A portion of the northwest ¼ of the northeast ¼ of the northeast ¼ of section 33, township 18, south, range 24 east, Lake County, Florida, being more particularly described as follows:

Commence at the north ¼ corner of said section 33; run thence S89° 51’42”E along the north line of the NE ¼ of said section 33, a distance of 1327.14 feet for a point of beginning; thence continue S89° 51’42” E along the north line of the northwest ¼ of the northeast ¼ of the northeast ¼ of said section 33 a distance of 375.60 feet to the west right-of-way line of US Highway 27/441 as shown on Florida Department of Transportation right of way map F.P. No. 238395-4, section 11040; thence S02° 14’34”W along said west right-of-way line a distance of 424.28 feet; thence N89° 51’34”W a distance of 285.97 feet; thence N00° 16’00”E a distance of 305.00 feet; thence N89° 45’01”W a distance of 75.00 feet to the west line of the NW ¼ of the NE ¼ of the NE ¼ of the NE ¼ of said section 33; thence N00° 16’00” E along said west line a distance of 118.84 feet to the point of beginning.

Location Map





ELEVATIONS BASED ON
NAVD 88 VERTICAL DATUM
DATUM CONVERSION
NAVD88 + 0.51' = NGVD29

LEGEND

- CONCRETE
- HEAVY DUTY ASPHALT PAVEMENT
- FDOT SPECIFICATION HEAVY DUTY ASPHALT PAVEMENT DETAIL: 4 / D1.1

C1 CURVE DATA
L = 51.77'
R = 1652.29
Δ = 1°34'03"
CHORD
S13°08'17"W
51.76'

LINE	BEARING	DISTANCE
L1	N44°46'11"W	28.22'

BURIED UTILITIES NOTE

CALL SUNSHINE 1(800) 432-4770
PRIOR TO THE START OF CONSTRUCTION

SITE DATA TABLE

LOCATION AND LAND USE

TAX PARCEL #:	35-18-24-0001-000-00400
ZONING DISTRICT:	(PUD) PLAN UNIT DEVELOPMENT
FUTURE LAND USE:	(MC) MIXED COMMUNITY
ADJACENT ZONING:	
FRONT (EAST)	(C-2) GENERAL COMMERCIAL
REAR (WEST)	(PUD) PLAN UNIT DEVELOPMENT
SIDE (NORTH)	(C-2) GENERAL COMMERCIAL
SIDE (SOUTH)	(PUD) PLAN UNIT DEVELOPMENT

AREAS

PROPERTY	PROPOSED	ACRES	PERCENT
TOTAL LOT AREA (ACRES):	311,428 SF	12.62 Ac.	100.00%
TOTAL IMPERVIOUS AREA:	±59,953 SF	±1.24 AC	47.15%
BUILDING AREA:	±4,650 SF	±0.11 AC	4.07%
CAR WASH AREA:	±980 SF	±0.02 AC	0.86%
PAVEMENT, LOADING AND SIDEWALKS:	±53,953 SF	±1.24 AC	47.15%
TOTAL PERVIOUS AREA	±54,743 SF	±1.26 AC	48.58%

RIGHT OF WAY

	PROPOSED	ACRES	PERCENT
TOTAL LOT AREA :	±32,119 SF	±0.74 Ac.	100.00%
TOTAL IMPERVIOUS AREA	±16,256 SF	±0.37 AC	50.61%
PAVEMENT, LOADING AND SIDEWALKS:	±16,256 SF	±0.37 AC	50.61%
TOTAL PERVIOUS AREA	±15,863 SF	±0.36 AC	49.39%

	REQUIRED	PROPOSED
IMPERVIOUS SURFACE RATIO	70% MAX (310,598.7 SF)	53.11% (327,67 SF)
FLOOR AREA RATIO	0.35 MAX (35%)	±0.041 (±4.07%)
PRIMARY BUILDING HEIGHT:	50' MAX	20.3'

SETBACKS AND BUFFERS

PROPOSED BUILDING SETBACKS	REQUIRED PER PART II.D	PROPOSED
FRONT (NORTH):	50' (MIN)	66.3' (FROM PROPERTY LINE)
SIDE (SOUTH):	10' (MIN)	136.4' (FROM PROPERTY LINE)
FRONT (EAST)	50' (MIN)	143.5' (FROM PROPERTY LINE)
REAR (WEST)	15' (MIN)	67.9' (FROM PROPERTY LINE)

LANDSCAPE BUFFER		
FRONT (NORTH):	25' (MIN)	25.0' (MIN FROM PROPERTY LINE)
SIDE (SOUTH):	10' (MIN)	10.0' (MIN FROM PROPERTY LINE)
FRONT (EAST)	25' (MIN)	23.0' (MIN FROM PROPERTY LINE)
REAR (WEST)	15' (MIN)	15.0' (MIN FROM PROPERTY LINE)

PARKING

PARKING CALCULATIONS:
CONVENIENCE STORE WITH DR WITH D/I7
GAS PUMPS: 1 SPACE / 200 SQUARE FEET
4650 / 200 = 23.3 TOTAL = 24 SPACES

PARKING PROVIDED		
PROPOSED PARKING SPACES	=	38 SPACES
PROPOSED HANDICAP SPACES	=	2 SPACES
TOTAL	=	41 SPACES

GENERAL INFORMATION

NUMBER OF EMPLOYEES: 2

FEMA: FLOOD ZONE X
FIRM PANEL #: 12069C0170E, COMMUNITY #120421
DATED 12/19/12, LAKE COUNTY, FL.

NOTE: ALL ASPHALT DIMENSIONS ARE TO FACE OF CURB

NOTE: ALL RADII ARE 2' UNLESS OTHERWISE SPECIFIED.

NOTE: BUILDING SETBACKS ARE TO CMU CORNER OF BUILDING

NOTE: ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.

NOTE: CONTRACTOR SHALL FIELD VERIFY UTILITY POINT OF CONNECTIONS LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES BETWEEN THE PLANS AND EXISTING FACILITIES.

NOTE: ALL DISTURBED AREAS TO BE SODDED AND RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PRE-CONSTRUCTION CONDITION.

NOTE: ALL IMPROVEMENTS ARE PARALLEL AND PERPENDICULAR TO EAST PROPERTY LINE UNLESS OTHERWISE SHOWN.

NOTE: ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS (INDEXES), THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.

NOTE: THE PAGES TITLED "GENERAL NOTES" AS LISTED ON THE COVER PAGE OF THIS SET OF CONSTRUCTION DOCUMENTS, SHALL APPLY TO ALL SHEETS HEREIN. THE GENERAL CONTRACTOR SHALL PROVIDE A COPY OF THE "GENERAL NOTES" SHEETS TO ALL BIDDERS AND SUBCONTRACTORS.

[34] END OF PROPOSED GRAVITY WALL, SEE SHEET C5.0
[35] TYPE "E" CURB & GUTTER, FDOT INDEX 520-001, DETAIL: D1.2
[36] 7' VERTICAL CURB TAPER, DETAIL: 13 / D1.0
[37] PROPOSED 6' TALL CHAIN LINK FENCE AROUND POND
[38] 2-4 SKIP WHITE, FDOT INDEX 711-001
[39] FDOT SIGHT DISTANCE TRIANGLE (FDOT DESIGN MANUAL 212)
[40] BICYCLE PAVEMENT MARKING SYMBOLS DETAIL: FDOT INDEX 711-002 / D1.3
[41] YELLOW TUBULAR MARKER TYP. PER FDOT DESIGN MANUAL
[42] RPMS TO BE INSTALLED PER FDOT INDEX 706-001, DETAIL: D1.1
[43] EDGE OF SHOULDER
[44] EXISTING PEDESTRIAN SIGNAL POLE RELOCATED POSITION - SEE SIGNAL PLANS UNDER SEPERATE COVER
[45] BIDIRECTIONAL YELLOW REFLECTIVE PAVEMENT MARKERS, TYP. DETAIL: D1.1 (FDOT INDEX 706-001)

SITE PLAN NOTES

[1] 6" WHITE THERMOPLASTIC STRIPING
[2] STOP SIGN & POST - DETAIL: 1 / D1.0
[3] TYPICAL THERMOPLASTIC PAVEMENT MARKINGS ONSITE TRAFFIC ARROW - DETAIL: 9 / D1.0
[4] TYPICAL THERMOPLASTIC PAVEMENT MARKING- DETAIL: FDOT INDEX 711-001 / D1.4
[5] CROSSWALK - DETAIL: D1.6 (FDOT INDEX 711-001) NOT TO EXCEED 2% CROSS SLOPE OR 5% LONGITUDINAL SLOPE.
[6] TYPE D CURB (TYP) - DETAIL: FDOT INDEX 520-001 / D1.2
[7] PROPOSED CURB/SIDEWALK/PAVEMENT TO TRANSITION SMOOTHLY TO EXISTING ADJACENT SURFACE - CONTRACTOR TO VERIFY CONNECTION, LOCATION AND ELEVATION OF EXISTING ADJACENT SURFACE.
[8] MONOLITHIC CURB & SIDEWALK (TYP.) - DETAIL: 5 / D1.0
[9] CONCRETE SIDEWALK (TYP.) - DETAIL: D1.2 (FDOT INDEX 523-001)
[10] CONCRETE PAVEMENT (TYP.) - DETAIL: 3 / D1.0
[11] HANDICAP ACCESSIBLE PARKING, SIGNAGE & MARKINGS DETAIL: 11 & 12 / D1.0 (FDOT INDEX 711-001 & 700-102)
[12] HANDICAP ACCESSIBLE RAMP TYPE CR-F (WITH RED DETECTABLE WARNING) DETAIL: 4 / D1.0, D1.3 (RAMPS) (FDOT INDEX 522-002) & 11 / D1.0 (FDOT INDEX 711-001)
[13] 6' X 6' LANDING (MIN)
[14] HEAVY DUTY ASPHALT PAVEMENT (TYP.) DETAIL: 10 / D1.0
[15] STANDARD DUTY ASPHALT PAVEMENT (TYP.) DETAIL: 10 / D1.0
[16] DUMPSTER APRON & ENCLOSURE - DETAIL: 6 / D1.0 & DETAIL: 1 / D1.1
[17] WATER CONNECTION/RPZ VALVE - SEE SHEET C5.0 UTILITY PLAN
[18] CONCRETE CHAMFER (TYP.) - DETAIL: 3 / D1.1
[19] STORM DRAINAGE STRUCTURE (TYP.) - SEE SHEET C5.0 GRADING PLAN
[20] SANITARY SEWER CLEANOUT (TYP.) - SEE SHEET C5.0 UTILITY PLAN
[21] PROPOSED FIRE HYDRANT / FDC
[22] PROPOSED SIGNAGE
[23] FUELING STATIONS CANOPY (DASHED LINE)
[24] FUELING STATION (TYP)
[25] UNDERGROUND FUEL STORAGE TANKS (2 X 20,000 GALLON CAPACITY)
[26] FUELING VENT PIPES
[27] AIR COMPRESSOR AND WATER STATION
[28] LANDSCAPE SETBACK LINE (TYP.)
[29] TRASH RECEPTACLE (2 PLACES)
[30] ICE MACHINES
[31] COMPRESSED NITROGEN STORAGE CAGE
[32] COMPRESSED CO2 STORAGE CAGE
[33] DETECTABLE WARNING (FDOT INDEX 522-002), DETAIL: 4 / D1.0
[34] GROUND MOUNTED TRANSFORMER
[35] 6" PIPE BOLLARD WITH PLASTIC COVER (TYP.), DETAIL: 2 / D1.0
[36] CAR WASH WATER SYSTEM ACCESS COVER
[37] AWNING (SEE ARCHITECTURAL PLANS)
[38] WHEELSTOP (TYP.) - DETAIL: D1.2 (FDOT INDEX 570-001)
[39] HOSE BIB
[40] CONTRACTOR TO RETROFIT ADDITIONAL SIGNAL BUTTON AND CROSSWALK SIGNAL TO EXISTING PEDESTRIAN SIGNAL POLE
[41] SITE LIGHTING POLES (TYP.) - SEE PHOTOMETRIC PLANS
[42] 12' x 25' LOADING ZONE
[43] BIKE RACK, (3) PROPOSED INVERTED U, DETAIL: 1 / D1.1
[44] 6" YELLOW THERMOPLASTIC PAVEMENT MARKING LINE - DETAIL: FDOT INDEX 711-001 / D1.6
[45] 6" WHITE THERMOPLASTIC PAVEMENT MARKING LINE - DETAIL: FDOT INDEX 711-001 / D1.4
[46] FDOT SPECIFICATION ASPHALT PAVEMENT DETAIL: 4 / D1.1
[47] PROPOSED CAR STACKING AT CARWASH ENTRANCE
[48] PRIVATE LIFT STATION, DETAIL: D3.2
[49] STREET TERMINATION SIGNAGE, DETAIL: FDOT INDEX 700-109 / D1.6
[50] ±325.51 LF (TOTAL) OF PROPOSED GRAVITY WALL, DETAIL: FDOT INDEX 400-011 / D1.0
[51] BUILDING SETBACK (TYP.)
[52] VALLEY GUTTER, DETAIL: FDOT INDEX 520-001, DETAIL: D1.2
[53] EDGE OF PAVEMENT (TYP.)

BY	DATE	REVISION/ISSUE
1	08/31/21	FDOT COMMENTS
2	09/30/21	FDOT COMMENTS
3	10/12/21	FDOT ACCESS COMMENTS
4	10/27/21	FDOT COMMENTS
5	11/19/21	FDOT COMMENTS
6	12/22/21	FDOT COMMENTS
7	1/28/22	FDOT COMMENTS
8	2/23/22	FDOT COMMENTS
9	3/23/22	CITY OF FRUITLAND PARK COMMENTS

ENGINEER'S NAME & PE#

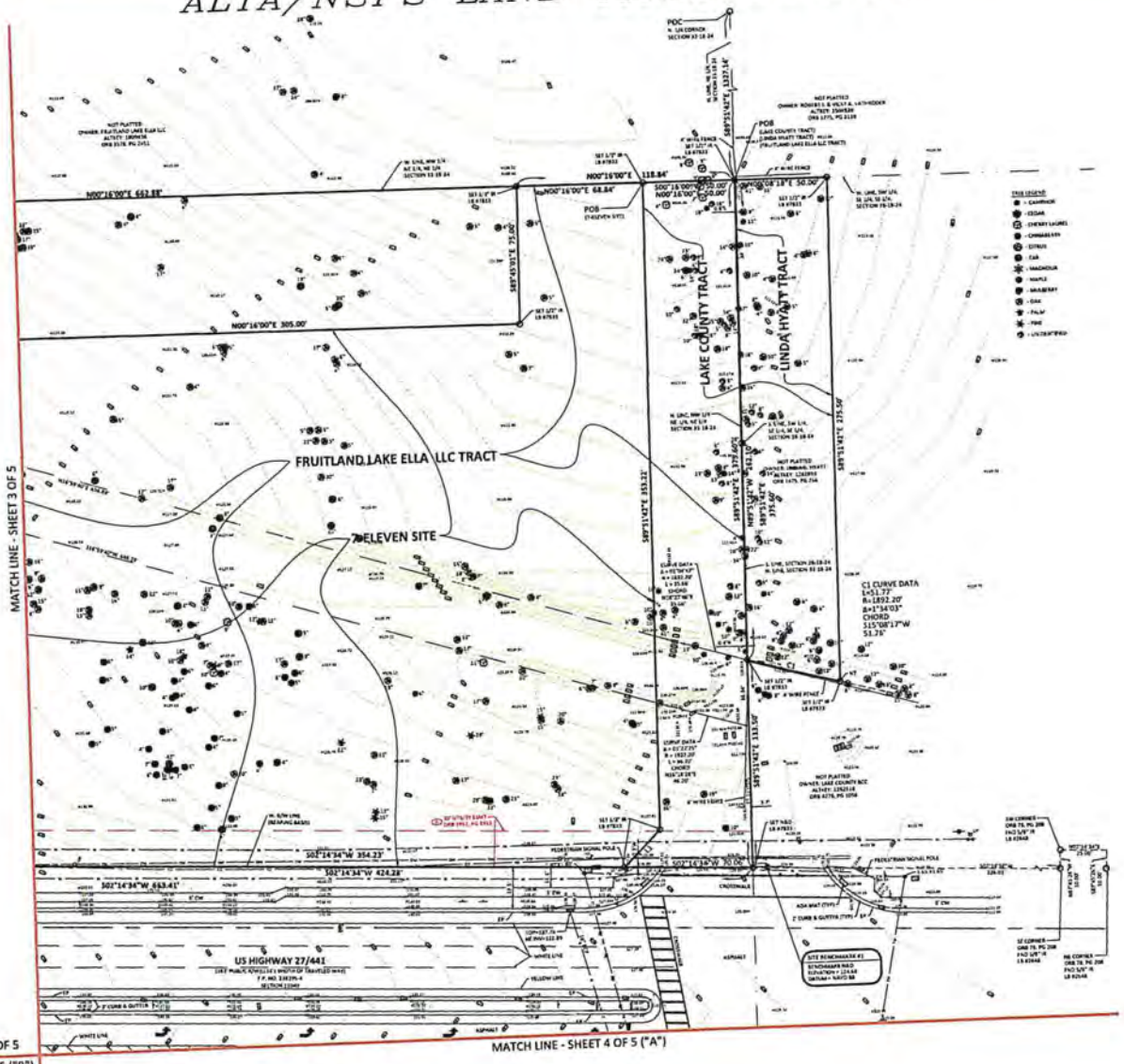
KAREN HENDRON P.E.
P.E. LICENSE NO. 71828

PROJECT # 221.056
DATE 01/28/2022
SCALE 1:30
SHEET C4.0
SITE PLAN

RKM DEVELOPMENT CORP.
147 2ND AVE. SOUTH
SUITE 400
ST. PETERSBURG, FL. 33701
PHONE: (800) 994-7563

COMMON GROUND ENGINEERING
7-ELEVEN
STORE # 42100
US HWY 441 AT LAKE ELLA
FRUITLAND PARK, FL 34731

ALTA/NSPS LAND TITLE SURVEY



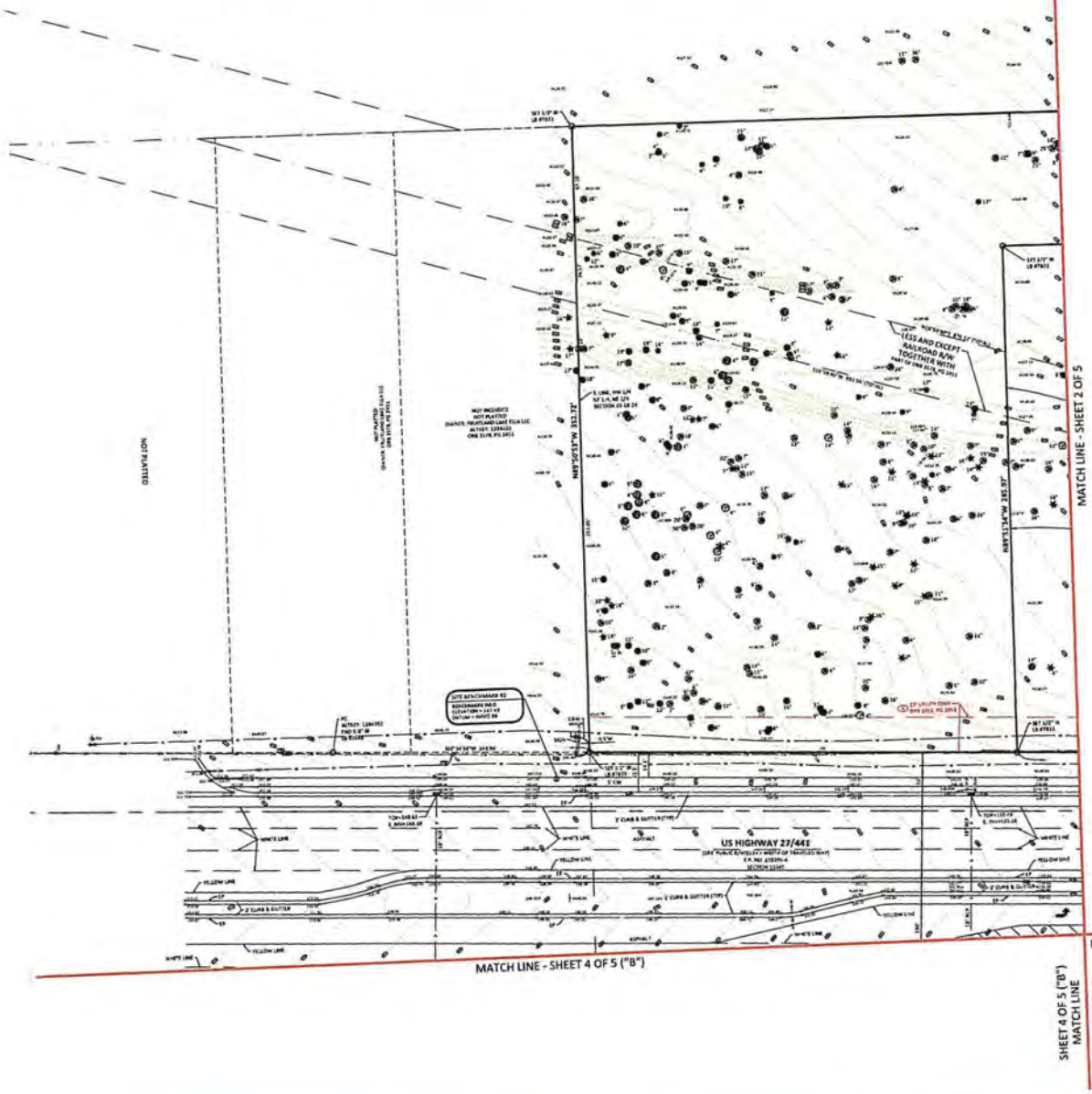
GRAPHIC SCALE
0 30 60
1 INCH = 30 FEET

ADDRESS:
0 US Highway 27/441
Fruitland Park, FL 34731

Job Information
JOB NO. 904020
CF NO. LAK-US HWY 27
FIELD DATE: 12/17/2020
SCALE: 1" = 30'
DRAWN BY: SAH

Altamax Surveying
910 Belle Avenue, Suite 1350
Casselberry, FL 32708
Phone: 407-673-0200
License Business No 7833
www.altamaxsurveying.com

ALTA/NSPS LAND TITLE SURVEY



GRAPHIC SCALE
0 30 60
1 INCH = 30 FEET

ADDRESS:
0 US Highway 27/441
Fruitland Park, FL 34731

Job Information

JOB NO. 904020
CF NO. LAK US HWY 27
FIELD DATE: 12/17/2020
SCALE: 1" = 30'
DRAWN BY: SAH

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No: 7833
www.altamaxsurveying.com

SHEET 3 OF 5

CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.

SITE PLAN AND LOT SPLIT

Owner: **Fruitland Lake Ella LLC**

Applicant: **Bill Lloyd of 441 Lake Ella, LLC**

General Location: **West of US Highway 27/441 & Eagle Nest Road**

Number of Acres: **2.62 ± acres**

Existing Zoning: **C-2**

Existing Land Use: **Mixed Community (MC)**

Date: **February 2, 2022**

Description of Project

The subject property is part of a larger tract of land (5.49 acres) and a lot split will need to be processed simultaneously with the site plan which application has been submitted. The proposed plan is to construct a 4,650 SF 7-11 with associated 980 SF car wash, gas pumps and canopy, parking and stormwater management.

	Surrounding Zoning	Surrounding Land Use
North	C-2	Commercial – High Intensity
South	C-2	Mixed Community
East	C-2	Lake County Urban Medium
West	PUD	Mixed Community

Assessment

The applicant has addressed all outstanding planning issues.

Recommendation

Staff recommends approval subject to engineering approval.

City of Fruitland Park, Florida
Community Development Department
506 W. Berckman St., Fruitland Park, Florida 34731
Tel: (352) 360-6727 Fax: (352) 360-6652
www.fruitlandpark.org

Sta Use Only
Case No.: _____
Fee Paid: _____
Receipt No.: _____

Development Application

Contact Information:

Owner Name: Fruitland Lake Ella, LLC
Address: 13362 SW 128 Street, Miami, FL 33186
Phone: 305-255-3333 Email: _____

Applicant Name: William Lloyd of 441 Lake Ella, LLC
Address: 147 Second Ave S Suite 400, St Petersburg 33701
Phone: 727-895-2150 Email: wcl@rkmdev.com

Engineer Name: Jeremy Anderson
Address: 1209 Edgewater Drive, Suite 100, Orlando,FL 32804
Phone: 407-951-5915 Email: janderson@commonoakengineering.com

Property and Project Information:

PROJECT NAME*: 7-Eleven Fruitland Park
*A project name is required for all submissions. Please choose a name representative of the project for ease of reference.

Property Address: West of intersection of US HWY 441 and Eagles Nest Road
Parcel Number(s): 33-18-24-0001-000-00400 Section: _____ Township: _____ Range _____
Area of Property: 2.62 acres Nearest Intersection: US Hwy 441 & Eagles Nest Road
Existing Zoning: C-2 Existing Future Land Use Designation: General Commercial
Proposed Zoning: C-2 Proposed Future Land Use Designation: Mixed Community
The property is presently used for: Vacant
The property is proposed to be used for: 4,650 sf 7-Eleven with 7 MPDs and 980 sf car wash
Do you currently have City Utilities? Yes

Application Type:

☐ Annexation	☐ Comp Plan Amendment	☐ Rezoning	☐ Planned Development
☐ Variance	☐ Special Exception Use	☐ Conditional Use Permit	☐ Final Plat
☑ Minor Lot Split	☐ Preliminary Plan	☐ Construction Plan	☐ ROW/Plat Vacate
☐ Site Plan	☐ Minor Site Plan	☐ Replat of Subdivision	

Please describe your request in detail: _____

Required Data, Documents, Forms & Fees
Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review.

Printed Name: William Lloyd

Signature: _____ Date: 11/3/22

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must have written authorization from the owner to submit application.

Development Application Checklist

The Following are Required for ALL Development Applications:

☐ Legal Description (Word file req'd) ☐ Current Deed ☐ Aerial Photo

☐ Property Appraiser Information ☐ Electronic Copy of Application ☐ Location Map

Pre-application conferences are strongly encouraged. Submit TWO CDs with ALL documents in pdf; those that are generated as CAD files should be submitted in pdf and dwg formats. . Legal Descriptions should also come with a MS Word file of the legal description. Most maps are accessible through www.lakecountyfl.gov/maps/. Note: All maps are required to depict adjacent properties at a minimum.

Failure to provide adequate maps may delay the application process.

Other Required Analyses and Maps:

Small Scale Comprehensive Plan Amendment Applications:

☐ Justification for Amendment ☐ Environmental Constraints Map ☐ Requested FLU Map

Large Scale Comprehensive Plan Amendment Applications:

Maps: ☐ Environmental Constraints ☐ Soils ☐ Requested FLUM Designation ☐ Requested Zoning Map Designation

Analyses: ☐ Environmental Assessment ☐ Utility Availability Analysis ☐ Urban Sprawl Analysis ☐ School Impact Analysis

☐ Traffic Impact Analysis ☐ Consistency with the Comp Plan ☐ Florida Master Site File sign-off or Archaeological Survey

Rezoning Applications:

☐ Requested Zoning Map ☐ Justification for Rezoning

Planned Development Applications:

Maps/Plans: ☐ Conceptual Plan as Described in LDRs Chapter 154, Section 154.030,10,G ☐ Environmental Constraints

Analyses: ☐ Environmental Assessment ☐ Traffic Impact Analysis ☐ Preliminary Concurrency Analysis

Variance Applications:

☐ Justification for Variance

Special Exception Use Applications:

☐ Justification for Special Exception Use

☐ Site Sketch ☐ List of Special Requirements as Described in LDRs, Chapter 155

Conditional Use Permit Applications:

☐ Proposed List of Conditions and Safeguards

☐ Site Plan as Described in LDRs, Chapter 155 ☐ Written Statement as Described in LDRs, Chapter 155

Subdivision Applications:
(Preliminary Plan, Improvement Plan and Final Plat)

☐ As Described in LDRs, Chapter 157

Minor Subdivision Applications:

☑ As Described in LDRs, Chapter 157

Site Plan Applications:

☐ As Described in LDRs, Chapter 160

The Villages
DAILY SUN

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

Before the undersigned authority personally appeared **Joseph Szabo**, 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 **#1047478** in the matter of

NOTICE OF PUBLIC HEARINGS

was published in said newspaper in the issues of

FEBRUARY 8, 2022

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 8 day of February 2022.

Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification
Type of Identification Produced

ROBIN L. BALDESCHWIELER
MY COMMISSION # HH 092967
EXPIRES: October 10, 2024
Bonded Thru Notary Public Underwriters

Attach

NOTICE OF PUBLIC HEARINGS

RESOLUTION 2022-006

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A SEVEN-ELEVEN; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; REPEALING RESOLUTION 2021-045 AND NOTICE OF A MAJOR SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2022-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING LOT SPLIT APPROVAL OF PROPERTY LOCATED WEST OF THE INTERSECTION OF US HWY 441 AND EAGLES NEST ROAD, FRUITLAND PARK, FLORIDA, OWNED BY FRUITLAND LAKE ELLA LLC; PROVIDING FOR A NOTICE TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolutions will be considered at the following public meetings:

Fruitland Park Planning & Zoning Board Meeting on
February 17, 2022 at 6:00 p.m.
Fruitland Park City Commission Meeting on
February 24, 2022 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. The proposed resolutions and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed resolutions.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statues, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.

Location Map

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a

ITEM TITLE:	**CITY MANAGER'S REPORT**
For the Meeting of:	February 24, 2022
Submitted by:	City Manager
Date Submitted:	February 17, 2022
Funds Required:	None
Attachments:	
Item Description:	**City Manager's Report - Economic Development Status Update**
Action to be Taken:	None
Staff's Recommendation:	N/A
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6b

ITEM TITLE: **CITY ATTORNEY REPORT**
For the Meeting of: February 24, 2022
Submitted by: City Attorney
Date Submitted: February 18, 2022
Funds Required: None
Attachments: None
Item Description: **City Attorney Report**

City of Fruitland Park v. State of Florida – Department of Management Services: On November 16, 2021 the Secretary of the Department of Management Services issued a Final Order. The Order denies the City's exceptions and adopts the ALJ's recommended order in its entirety. The Order also advises the City to discuss payment arrangements with DMS. The initial brief to appeal is due by February 24, 2022. A closed session meeting was held February 15, 2022. Any update will be provided at the meeting.

Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke): On November 29, 2021 the Court entered a Differentiated Civil Case Management Order. It sets forth deadlines for discovery, resolution of pre-trial motions, completion of any mediation or non-binding arbitration, and a deadline within which to hold a trial, as well as other miscellaneous deadlines. It contemplates a trial within 18 months of the complaint being filed. The complaint was filed January 20, 2020. On December 9, 2021 Plaintiff filed an Amended Complaint. The parties stipulated to an extension for the City to file a responsive pleading to the Amended Complaint which was granted by the Judge on December 29, 2021. The City filed an Answer and Affirmative Defenses on January 28, 2022.

Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026 (Judge Davis) On July 12, 2021 Plaintiff filed its Motion for Summary Final Judgment of Mortgage Foreclosure. If Plaintiff's Motion is granted then the property will be scheduled for a foreclosure sale. A hearing on Plaintiff's Motion for Summary Judgment has been scheduled to take place on **March 1, 2022 at 1:30 PM**. On November 17, 2021 the Court entered a Case Management Order establishing completion deadlines for the litigation and contemplates a trial within 12 months of the complaint being filed. The complaint was filed June 19, 2020.

Action to be Taken: N/A
Staff's Recommendation: N/A
Additional Comments:
City Manager Review: Yes
Mayor Authorization: Yes

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 8

ITEM TITLE:	**Public Comments**
For the Meeting of:	February 10, 2022
Submitted by:	City Clerk
Date Submitted:	February 17, 2022
Funds Required:	None
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

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

Select Year: 2020 Go

The 2020 Florida Statutes

Title XIX PUBLIC BUSINESS | Chapter 286 PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS | View Entire Chapter

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, "board or commission" means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) 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;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. 286.011; or

(d) A meeting during which the board or 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.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

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