

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

April 28, 2022 (Revised April 25, 2022)

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 – Reverend Daryl W. Allen, Community United Methodist Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. RECESS TO THE LOCAL PLANNING AGENCY (city clerk)

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

4. SPECIAL PRESENTATIONS

(a) American Legion Post 219 Check Presentation (city manager/police chief)

(b) Proclamation - Teacher Appreciation Week May 2 to 6, 2022 (city clerk)

(c) Proclamation - Motorcycle Safety Awareness Month May 2022 (city clerk)

5. CONSENT AGENDA

(a) Approval of Minutes (city clerk)
April 14, 2022 regular meeting

(b) Resolution 2022-016 Calling for Regular Election (city attorney/city clerk)

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CALLING FOR A REGULAR ELECTION TO FILL VACANCIES ON THE CITY COMMISSION; SETTING AN ELECTION DATE; NAMING THE VACANCIES TO BE FILLED; ESTABLISHING A POLLING LOCATION; ESTABLISHING A QUALIFYING PERIOD; ESTABLISHING ELECTION PROCEDURES; PROVIDING FOR ELECTION ARRANGEMENTS; AND

PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the April 14, 2022 meeting.)

6. REGULAR AGENDA

- (a) Resolution 2022-018 NW Lake Community Park – Restroom** (city attorney/city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF \$175,000.00 TO LEESBURG CONCRETE COMPANY, INC. FOR PRE-CAST, PREFABRICATED RESTROOMS FOR NORTHWEST LAKE COMMUNITY PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

- (b) Resolution 2022-019 Master Equity Lease Agreement - Enterprise Fleet Management** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF \$35,649.20 TO ENTERPRISE FOR LEASE OF 2022 CHEVROLET SILVERADO 1500 LTD WORK TRUCK AS MORE PARTICULARLY DESCRIBED IN QUOTE NO. 6296031, OPEN-END (EQUITY) LEASE RATE QUOTE; APPROVING MASTER EQUITY LEASE AGREEMENT AND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT BETWEEN ENTERPRISE FM TRUST AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion to consider Invitation to Bid 2021-04 Urick Street Force Main Extension. (Postponed from February 10, 24, March 10, and 24, 2022.)

PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

- (d) First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-011 Boundary Amendment (Annexation) – North of Myrtle Avenue and West of CR 468 - Petitioner: Crystal Lake Land Holdings LLC**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.83± ACRES OF LAND GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND WEST OF CR 468; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on May 12, 2022.)

- (e) First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-009 SSCPA – North of Myrtle Lake Avenue and East of Myrtle Lake View Drive - Petitioner: Crystal Lake Land Holdings LLC** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM RESIDENTIAL TO CITY SINGLE FAMILY MEDIUM DENSITY OF 24.83+/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S

ERRORS; REPEALING ALL ORDINANCES IN CONFLICT
HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.
(The second reading will be held on May 12, 2022.)

- (f) **First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-010 Rezoning - PUD – North of Myrtle Lake Avenue and East of Myrtle Lake View Drive – Petitioner: Crystal Lake Land Holdings LLC** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 24.83 +/- ACRES OF PROPERTY FROM LAKE COUNTY R-3 TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.
(The second reading will be held on May 12, 2022.)

- (g) **First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-012 – First Amended and Restated Master Development Agreement - Lake Ella and South to Spring Lake Road – Petitioner: Lake Saunders Groves Land LLP** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2006-13 TO ADOPT A FIRST AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 135.7 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on May 12, 2022.)

END OF QUASI-JUDICIAL PUBLIC HEARING

SUPPLEMENTAL AGENDA ITEM

- (h) First Reading and Public Hearing – Ordinance 2022-013 Water and Wastewater Impact Fee** (city attorney/city manager/city treasurer)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 37 OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK TO ADOPT NEW IMPACT FEE STUDIES FOR WATER AND WASTEWATER AND TO ADOPT NEW IMPACT FEE RATES FOR WATER AND WASTEWATER; INCLUDING PROVISIONS FOR CHANGES IN SIZE AND USE, ALTERNATIVE CALCULATIONS, APPEAL, PENALTIES AND LIENS, AND DISPOSITION OF FUNDS NOT EXPENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. (The second reading will be held on May 12, 2022.)

END OF PUBLIC HEARING

- 7. (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**

8. UNFINISHED BUSINESS

9. 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.

10. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

11. MAYOR'S COMMENTS

12. ADJOURNMENT

DATES TO REMEMBER

- May 9, 2022, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails, Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.;
- May 12, 2022, City Commission regular meeting at 6:00 p.m.
- May 13, 2022, Lake County League of Cities (LCLC) *Legislative Update*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- May 21, 2022 Mommy and Son Mess *Messy Obstacle Course*, 205 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m., and
- May 26, 2022, City Commission regular meeting at 6:00 p.m.

- June 9, 2022, City Commission regular meeting at 6:00 p.m.
- June 9, 2022, LCLC Lake County Property Appraiser, *Lake County Preliminary Tax Roll*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- June 22, 2022, Lake~Sumter Metropolitan Planning Organization, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.
- June 23, 2022, City Commission regular meeting 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:	Local Planning Agency (LPA) Meeting
For the Meeting of:	April 28, 2022
Submitted by:	City Clerk
Date Submitted:	April 14, 2022
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, LPA Establishment
Item Description:	LPA Establishment Ordinance 226 and Florida Statutes 163.3174
Action to be Taken:	As soon as practical, recess to the Local Planning Agency meeting.
Staff's Recommendation:	N/A
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

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

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

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

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

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

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

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

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

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

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

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

Section 7. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

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

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

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

Jack Deulh
Mayor or Chairman

ATTEST:

Lois A. Lowery, City Clerk

FIRST READING: June 24, 1976

SECOND READING: Waived

THIRD READING: Waived

Select Year:

The 2020 Florida Statutes

[Title XI](#)
 COUNTY ORGANIZATION AND INTERGOVERNMENTAL
 RELATIONS

[Chapter 163](#)
 INTERGOVERNMENTAL
 PROGRAMS

[View Entire
 Chapter](#)

163.3174 Local planning agency.—

(1) The governing body of each local government, individually or in combination as provided in s. [163.3171](#), shall designate and by ordinance establish a “local planning agency,” unless the agency is otherwise established by law. Notwithstanding any special act to the contrary, all local planning agencies or equivalent agencies that first review rezoning and comprehensive plan amendments in each municipality and county shall include a representative of the school district appointed by the school board as a nonvoting member of the local planning agency or equivalent agency to attend those meetings at which the agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. However, this subsection does not prevent the governing body of the local government from granting voting status to the school board member. The governing body may designate itself as the local planning agency pursuant to this subsection with the addition of a nonvoting school board representative. All local planning agencies shall provide opportunities for involvement by applicable community college boards, which may be accomplished by formal representation, membership on technical advisory committees, or other appropriate means. The local planning agency shall prepare the comprehensive plan or plan amendment after hearings to be held after public notice and shall make recommendations to the governing body regarding the adoption or amendment of the plan. The agency may be a local planning commission, the planning department of the local government, or other instrumentality, including a countywide planning entity established by special act or a council of local government officials created pursuant to s. [163.02](#), provided the composition of the council is fairly representative of all the governing bodies in the county or planning area; however:

(a) If a joint planning entity is in existence on the effective date of this act which authorizes the governing bodies to adopt and enforce a land use plan effective throughout the joint planning area, that entity shall be the agency for those local governments until such time as the authority of the joint planning entity is modified by law.

(b) In the case of chartered counties, the planning responsibility between the county and the several municipalities therein shall be as stipulated in the charter.

(2) Nothing in this act shall prevent the governing body of a local government that participates in creating a local planning agency serving two or more jurisdictions from continuing or creating its own local planning agency. Any such governing body which continues or creates its own local planning agency may designate which local planning agency functions, powers, and duties will be performed by each such local planning agency.

(3) The governing body or bodies shall appropriate funds for salaries, fees, and expenses necessary in the conduct of the work of the local planning agency and shall also establish a schedule of fees to be charged by the agency. To accomplish the purposes and activities authorized by this act, the local planning agency, with the approval of the governing body or bodies and in accord with the fiscal practices thereof, may expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; however, acceptance of loans must be approved by the governing bodies involved.

(4) The local planning agency shall have the general responsibility for the conduct of the comprehensive planning program. Specifically, the local planning agency shall:

(a) Be the agency responsible for the preparation of the comprehensive plan or plan amendment and shall make recommendations to the governing body regarding the adoption or amendment of such plan. During the preparation of

the plan or plan amendment and prior to any recommendation to the governing body, the local planning agency shall hold at least one public hearing, with public notice, on the proposed plan or plan amendment. The governing body in cooperation with the local planning agency may designate any agency, committee, department, or person to prepare the comprehensive plan or plan amendment, but final recommendation of the adoption of such plan or plan amendment to the governing body shall be the responsibility of the local planning agency.

(b) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the governing body such changes in the comprehensive plan as may from time to time be required, including the periodic evaluation and appraisal of the comprehensive plan required by s. [163.3191](#).

(c) Review proposed land development regulations, land development codes, or amendments thereto, and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or element or portion thereof, when the local planning agency is serving as the land development regulation commission or the local government requires review by both the local planning agency and the land development regulation commission.

(d) Perform any other functions, duties, and responsibilities assigned to it by the governing body or by general or special law.

(5) All meetings of the local planning agency shall be public meetings, and agency records shall be public records.

History.—s. 6, ch. 75-257; s. 1, ch. 77-223; s. 5, ch. 85-55; s. 2, ch. 92-129; s. 9, ch. 95-310; s. 9, ch. 95-341; s. 1, ch. 2002-296; s. 10, ch. 2011-139; s. 2, ch. 2012-99.

ORDINANCE 2003-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; AMENDING CHAPTER 152, SECTION 152.110 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF FRUITLAND PARK TO PROVIDE FOR A REPRESENTATIVE FROM THE LAKE COUNTY SCHOOL DISTRICT AS A NON-VOTING MEMBER ON THE CITY OF FRUITLAND PARK'S LOCAL PLANNING AGENCY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, recent amendments to the Local Government Comprehensive Planning and Land Development Regulation Act (F.S. 163.3161, et seq.) require that a representative from the Lake County School District serve as a non-voting member on the City of Fruitland Park's Local Planning Agency; and

WHEREAS, the City Commission of the City of Fruitland Park desires to make the necessary amendments to the Land Development Regulations to authorize a representative from the Lake County School Board to serve as a non-voting member on the City's Local Planning Agency; and

WHEREAS, the City Commission desires that the School Board approve the School Board member from District #2 (Fruitland Park's district) as the School Board's representative on the Local Planning Agency.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FRUITLAND PARK, FLORIDA.

SECTION 1. Chapter 152, Section 152.110 of the Land Development Regulations of the City of Fruitland Park is hereby amended to read as follows:

Section 152.110: LOCAL LAND PLANNING AGENCY

Designation and establishment of Local Land Planning Agency. Pursuant to, and in accordance with Section 163.3174, Florida Statutes (the Local Government Comprehensive Planning Act of 1975) the City Commission is hereby designated and established as the Local Planning Agency for the incorporated territory of the city. Additionally, the Local Planning Agency shall include one (1) non-voting representative of the Lake County School District appointed by the Lake County School Board.

a) Public Meetings and Records.

All meetings of the Local Planning Agency shall be public meeting and all agency records shall be public records. The Local Planning Agency shall encourage public participation.

b) Appropriation of Funds.

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

c) Powers and Duties.

The Local Planning Agency, in accordance with the Local Government Comprehensive Planning Act of 1975, Section 163.3161 through 163.3111, Florida Statutes shall:

- 1) Conduct the comprehensive planning program and prepare the comprehensive plan or elements or portions thereof for the city.
- 2) Coordinate the comprehensive plan or elements or portions thereof with the comprehensive plans of other appropriate local governments and the state.
- 3) Recommend the comprehensive plan or elements or portions thereof to the City Commission for adoption.
- 4) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the City Commission such changes in the comprehensive plan as may be required from time to time.

SECTION 2. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. The provisions of this ordinance are intended to be incorporated into the Land Development Regulations of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 4. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 5. This ordinance shall be effective upon passage.

PASSED AND ORDAINED this 24th (ma) day of April (m), 2003 by the City Commission of the City of Fruitland Park, Florida.

William R. White
WILLIAM R. WHITE, MAYOR

ATTEST:

Marge Strausbaugh
Marge Strausbaugh, CMC,
City Clerk

Passed First Reading 3-27-03

Passed Second Reading 4-24-03 (m)

Approved as to form and legality:

Scott A. Gerken
Scott A. Gerken, City Attorney



**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4a-c**

ITEM TITLE: Special Presentations
For the Meeting of: April 28, 2022
Submitted by: City Clerk/City Manager/Police Chief
Date Submitted: April 28, 2022
Amount Required:
Attachments: Proclamations

Item Descriptions:

- (a) **Check Presentation - American Legion Post 219** (city manager/police chief)
Commander Larry Miller, John Gella Memorial Unit 219 American Legion, will be presenting a check to the police department as a result of the March 26, 2022 Dave Robey Memorial VetFest Ceremony honoring the police department and first responders.

- (b) **Proclamation - *Teacher Appreciation Week May 2 to 6, 2022*** (city clerk)

- (c) **Proclamation - *Motorcycle Safety Awareness Month May 2022*** (city clerk)

Action to be Taken:

Staff's Recommendation:

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes



Proclamation

WHEREAS, the National Parent Teacher Association -- the oldest and largest child advocacy nonprofit organization comprises millions of families, students, teachers, administrators, and business and community leaders -- share a commitment to improve the education, health, and safety of all children who have faced challenging, yet innovative times in their learning and development; and

WHEREAS, Operation Bless Fruitland Park, an ongoing program supported by the city commission since 2015, was launched to create an attitude of generosity in working together to make a difference within the Fruitland Park community with the focus on working together on impacting the schools, its students, families and school staff where the local school is the center of activity; and

WHEREAS, the PTA, the National Education Association (NEA) and Bless Fruitland Park have teamed up to celebrate *Teachers' Appreciation Week* from May 2 to 6, 2022 in honor of teachers recognizing the important contributions they make, and

WHEREAS, Operation Bless Fruitland Park has continued to work annually with city staff, fostered teamwork with volunteer groups, and coordinated with local organizations setting aside each day, during the first week in May as *Teachers' Appreciation Week*, to celebrate and honor our teachers who have diversified their abilities and skills to provide classroom educational activities, and

WHEREAS, teachers have influence in the lives of millions of children every day in schools across the country where their work and impact extend beyond classroom boundaries; and

WHEREAS, teachers touch the hearts of our students in a special way and make a lasting difference on their lives; and

WHEREAS, teachers are honored for going beyond the call of duty to make a positive impact on our children's learning and development;

NOW, THEREFORE, BE IT RESOLVED that I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, do hereby declare May 2nd to 6th, 2022 as *Teachers' Appreciation Week* and express appreciation and gratitude to the teachers celebrating the daily sacrifices they make for every child.

Dated this 28th day of April 2022.

Chris Cheshire, Mayor

Attest: Esther B. Coulson, City Clerk



Proclamation

WHEREAS, Florida's climate and scenery make motorcycle riding an attraction in the Sunshine State where riders consider our roadways to be some of the nation's best for riding; and

WHEREAS, motorcycles are increasingly used as a regular means of transportation; and

WHEREAS, the motorcycle is an important form of transportation for commuting, touring and recreation; and

WHEREAS, according to a data from the United States Department of Transportation National Highway Traffic Safety Administration, in 2020, 5,579 motorcyclists were killed in traffic accidents; and

WHEREAS, motorcycles can easily be hidden in traffic; therefore, it is important for motorists to search the traffic around them and always expect to see motorcycles; and

WHEREAS, studies have shown that formal education, training and safe driving and riding practices serve to improve all road users' vigilance and decrease the risk of fatalities and injuries on Florida's roadways, and

WHEREAS, motorcyclists and motorists must be vigilant in their efforts to share the road and ensure the safety of everyone; and

WHEREAS, Motorcycle Safety Awareness Month raises public awareness for a lifetime of safer riding experience;

NOW, THEREFORE, be it proclaimed that I "Chris Cheshire, Mayor of the City of Fruitland Park, Florida", on behalf of the city commissioners, do hereby proclaim the month of May 2022 as "MOTORCYCLE SAFETY AWARENESS MONTH" and that motorists and riders should commit to safe driving and riding as well as our role in ensuring a safe motorcycle-riding environment.

DATED this 28th day of April 2022.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

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

ITEM TITLE: Draft Meeting Minutes and Resolution 2022-016
For the Meeting of: April 28, 2022
Submitted by: City Clerk/City Attorney/City Manager
Date Submitted: April 18, 2022
Funds Required: No
Attachments: Draft minutes, proposed resolution and qualifying notice for publication

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.

a. **Meeting Minutes** (city clerk)
April 14, 2022 regular

b. **Resolution 2022-016 Calling for Regular Election** (city attorney/city clerk)
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CALLING FOR A REGULAR ELECTION TO FILL VACANCIES ON THE CITY COMMISSION; SETTING AN ELECTION DATE; NAMING THE VACANCIES TO BE FILLED; ESTABLISHING A POLLING LOCATION; ESTABLISHING A QUALIFYING PERIOD; ESTABLISHING ELECTION PROCEDURES; PROVIDING FOR ELECTION ARRANGEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Action to be Taken: Approve the consent agenda.

Staff's Recommendation: Approval.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
April 14, 2022**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, April 14, 2022 at 6:00 p.m.

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

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, Library Director JoAnn Glendinning; Library Circulation Manager Terry Dohrn, and Library Circulation Doreen Tewksbury; Human Resources Director Betty McHale; 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 Shannon Back, Village Park Campus of First Baptist Church, gave the invocation and Lieutenant Rains led in the pledge of allegiance to the flag.

ACTION: 6:01.03 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 noted Item 4.(c) Resolution 2022-016 Calling for Regular Election to be postponed.

ACTION 6:02:52 p.m. **By unanimous consent and upon Mayor Cheshire's recommendation, the city commission accepted the above-captioned change on this evening's agenda.**

3. SPECIAL PRESENTATIONS

(a) National Library Week, April 3 to 9, 2022 Proclamation

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming April 3 to 9, 2022 as "National Library Week" in the City of Fruitland Park and encouraged all residents to connect with their library by visiting online or in person to access resources and services.

ACTION: 6:03:21 p.m. After Mses. Glendinning, Dohrn, and Tewksbury, accepted the proclamation with gratitude, the city commission members recognized the recent reopening of the Gardenia Park Café.

(b) Enterprise Fleet Management Presentation

Mr. Jacob B. Romig, Enterprise Fleet Management Inc., gave a power-point presentation on the lease benefits of the enterprise fleet management program including the safety features, fuel and cost efficiency, city image and resale market value, and the proposed plan.

ACTION: 6:06:44 p.m. After much discussion and by unanimous consent, the city commission accepted the monthly lease of four Chevrolet Silverado 1500 work trucks and directed staff to communicate with the City of Mount Dora and The Villages Community Development District on their Enterprise Fleet Management Programs; include the monthly financing vehicle lease in the FY 2022-23 proposed budget, and authorized the city attorney to review Enterprise Fleet Management's Master Equity Lease Agreement with an annual term for consideration at the April 28, 2022 regular meeting.

(c) Hawthorne Development Presentation

Mr. La Venia announced that the developer will not be attending and giving a presentation on the Hawthorne development project.

ACTION: 6:42:42 p.m. No action was taken.

4. CONSENT AGENDA

The city commission considered its action to approve the following consent agenda items.

(a) Approval of Minutes - March 24, 2022 regular meeting

(b) Resolution 2022-015 PRM Board of Directors Alternate Appointment
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING THE HUMAN RESOURCES DIRECTOR TO SERVE AS THE ALTERNATE ON THE BOARD OF DIRECTORS OF PUBLIC RISK MANAGEMENT OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2022-016 Calling for Regular Election
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CALLING FOR A REGULAR ELECTION TO FILL VACANCIES ON THE CITY COMMISSION; SETTING AN ELECTION DATE; NAMING THE VACANCIES TO BE FILLED; ESTABLISHING A POLLING LOCATION; ESTABLISHING A QUALIFYING PERIOD; ESTABLISHING ELECTION PROCEDURES; PROVIDING FOR ELECTION ARRANGEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:42:51 p.m. and 6:43:17 p.m. **By unanimous consent, the city commission withdraw Item 4.(c), Resolution 2022-016 from the consent agenda.**

After discussion, and **on motion of Commissioner DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the consent agenda as previously cited with the exception of Resolution 2022-016 and for Resolution 2022-015, authorized staff to communicate with Public Risk Management of Florida Inc. to determine whether the city's appointed representative member and alternate of its P&C Board be identified by their positions instead of named individuals.**

After Mr. La Venia introduced Human Resources Director Ms. McHale and highlighted her qualifications and background, the city commission welcomed her to the city.

On motion of Commissioner Mobilian, seconded by Commissioner Bell and unanimously carried, the city commission postponed its action to adopt Resolution 2022-016, as previously cited, to the April 28, 2022 regular meeting at the city clerk's request.

5. REGULAR AGENDA

(a) February 2022 Financial Report

Ms. Racine reviewed the February 2022 financial report.

ACTION: 6:45:45 p.m. **On motion of Commissioner DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the previously cited financial report as submitted.**

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

PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

(b) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2022-004 SCCPA- 0.287± Acres - LC Urban Medium–SFMD – N Register Road-E US Hwy 27/441 – Petitioner: Countryside Baptist Church Ministries Inc.

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-004, after Ms. Geraci-Carver read the following title into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE DESIGNATION FROM

LAKE COUNTY URBAN MEDIUM TO SINGLE FAMILY MEDIUM DENSITY ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 0.287± ACRES OF PROPERTY LOCATED AT 2811 REGISTER ROAD GENERALLY LOCATED NORTH OF REGISTER ROAD AND EAST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on March 24, 2022.)

ACTION: 6:49:41 p.m. A motion was made by Vice-Mayor Gunter and seconded by Commissioner Mobilian that the city commission enact Ordinance 2022-004 as previously cited to become effective upon the 31st day after enactment unless timely challenged.

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. (Said ordinance will become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3187, Florida Statutes. No development permits or land uses dependent on the amendment may be issued or commence before it has become effective.)

(c) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2022-005 SCCPA - 0.686± Acres - LC Urban Medium-I- 2811 Register Road – Petitioner: Countryside Baptist Church Ministries Inc.**

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-005, after Ms. Geraci-Carver read the following title into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE DESIGNATION FROM LAKE COUNTY URBAN MEDIUM TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 0.686± ACRES OF PROPERTY LOCATED AT 2811 REGISTER

ROAD GENERALLY LOCATED NORTH OF REGISTER ROAD AND EAST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was be held on March 24, 2022.)

ACTION: 6:51:26 p.m. **A motion was made by Commissioner DeGrave and seconded by Commissioner Bell that the city commission enact Ordinance 2002-005 as previously cited to become effective upon the 31st day after enactment unless timely challenged.**

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. (Said ordinance will become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3187, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.)

(d) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2022-006 Rezoning 0.686± Acres - R7-PFD – 2811 Register Road – Petitioner: Countryside Baptist Church Ministries Inc.

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-006, after Ms. Geraci-Carver read the following title into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 0.686± ACRES OF PROPERTY LOCATED AT 2811 REGISTER ROAD, FRUITLAND PARK, FLORIDA FROM LAKE COUNTY R-7 ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUBLIC FACILITIES DISTRICT WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was be held on March 24, 2022.)

ACTION: 6:53:11 p.m. A motion was made by Commissioner Mobilian and seconded by Vice-Mayor Gunter that the city commission enact Ordinance 2022-006 as previously cited to become effective 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.

(e) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2022-007– Rezoning - 0.287± Acres – 2811 Register Road – Petitioner: Countryside Baptist Church Ministries Inc.

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-007, after Ms. Geraci-Carver read the following title into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 0.287± ACRES OF PROPERTY LOCATED AT 2811 REGISTER ROAD, FRUITLAND PARK, FLORIDA FROM LAKE COUNTY R-1 ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF R-2 WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER’S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was be held on March 24, 2022.)

ACTION: 6:54:29 p.m. A motion was made by Commissioner Bell and seconded by Commissioner DeGrave that the city commission enact Ordinance 2022-007 as previously cited to become effective 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.

(f) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2022-008 Boundary Amendment – 0.973± Acres – 2811 Register Road – Petitioner: Countryside Baptist Church Ministries Inc.

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2022-008, after Ms. Geraci-Carver read the following title into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 0.973± ACRES OF LAND GENERALLY LOCATED NORTH OF REGISTER ROAD AND EAST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was be held on March 24, 2022.)

ACTION: 6:55:41 p.m. A motion was made by Vice-Mayor Gunter and seconded by Commissioner Mobilian that the city commission enact Ordinance 2022-008 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

(g) Public Hearing Resolution 2022-012 Variance – 2811 Register Road – Petitioner: Countryside Baptist Church Ministries Inc.

It now being the time advertised to hold a public hearing to consider the adoption of Resolution 2022-012, after Ms. Geraci-Carver read the following title into the record, Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS PERTAINING TO SETBACK STANDARDS FROM 20' TO 15', AND REQUIREMENT PERTAINING TO THE MINIMUM LIVING AREA FROM 1200 SQUARE FEET TO

944 SQUARE FEET FOR AN EXISTING RESIDENCE ON THE SUBJECT PROPERTY LOCATED AT 2811 REGISTER ROAD AND OWNED BY COUNTRYSIDE BAPTIST CHURCH INCORPORATED, PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:57:04 p.m. A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2022-012 as previously cited.

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

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

6. (a) City Manager

i. Economic Development Status Update - Urick Street Force Main Extension – SRF Loan

Mr. La Venia referred to the recent meeting he had with Mr. Michael "Mike" C. Scullion, Halff Associates Inc. (engineers, surveyors and land planners retained by the city), regarding the ability to obtain a State Revolving Fund (SRF) loan to finance the construction of Urick Street Force Main extension and gave reasons for the city commission to award the invitation to bid 2021-04 Urick Street Force Main Extension at the April 28, 2022 regular meeting.

After Mr. La Venia described at length the SRF borrowing process and impending developments (to which it was suggested to focus same along the CR466A corridor), he relayed his recommendations to proceed.

ACTION: 6:59:09 p.m. After extensive discussions, the city commission, by unanimous consent, authorized staff to present for consideration on the April 28, 2022 agenda, the State Revolving Fund contract with reasonable interest rate, amortization schedule of 20 years; provide a separate sheet revealing the estimated water and wastewater impact fees within the next two to four years, and directed the city treasurer to notify utility users of the increased impact fee rates through their water utility bills.

ii. Fire Inspections Status Update

Mr. La Venia referred to the March 30, 2022 letter from Mr. Dan Hickey, Fire Prevention and Inspections, regarding his cancellation of his Liability Insurance, Fire Prevention and Inspections LLC, contract with the city; a copy of which is filed with the supplemental papers to the minutes of this meeting.

Mr. La Venia explained that he has sought the county on a proposal for fire inspection services and addressed the plan to invite county fire rescue staff to give a presentation before the city commission.

After discussion on fire inspections, reference was made to the Fire Prevention Life Safety Code Ordinance 2020-012 to which Ms. Geraci-Carver indicated that she would review same; addressed the need for the interlocal agreement (ILA) for fire inspection services with the county, and pointed out the revision to the Lake County Fire Rescue Fire Protection and Services ILA.

ACTION: 7:18:05 p.m. No action was taken.

iii. City Hall Entrance

Mr. La Venia gave a report on the city hall entrance doors which were recently reviewed by the insurance adjustor, glass contactor, and electricians; noted the replacement cost of approximately \$60,000 with \$50,000 available coverage according to the driver's insurance and indicated that with the contractor's existing specifications, the estimated time for replacement is within three months.

ACTION: 7:28:22 p.m. No action was taken.

iv. Community Development Director

Later in the meeting, Mr. La Venia recognized Mr. Williams' attendance at this evening's meeting to be his last and indicated that for good reason, he will be moving on.

Mr. La Venia expressed his gratitude by announcing that it has truly been a pleasure working with Mr. Williams as he is a consummate professional who brought an air of professionalism and expertise to the office which was much needed; and that he is going to be missed

ACTION: 7:30:35 p.m. The city commission wished him well.

(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 addressed the attempts to schedule the case noting that dates are not available.

ACTION: 7:30:10 p.m. No action was taken.

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

Regarding the Michal and Lawrie Fewless case, Ms. Geraci-Carver addressed the attempts to schedule the case noting that dates are not available.

ACTION: 7:30:10 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

Relating to the Norman C. Cummins v. Stephen P. Angelillo case, Ms. Geraci-Carver explained that she will be able to provide an update at the next meeting as the foreclosure sale is anticipated in two weeks.

ACTION: 7:30:10 p.m. No action was taken.

7. UNFINISHED BUSINESS

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

ACTION: 7:31:22 p.m. No action was taken.

8. PUBLIC COMMENTS

There was no public comments before the city commission at this time.

ACTION: 7:31:48 p.m. No action was taken.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

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

ACTION: 7:32:03 p.m. No action was taken.

(b) Commissioner DeGrave

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

ACTION: 7:32:08 p.m. No action was taken.

(c) **Commissioner Bell**

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

ACTION: 7:32:10 p.m. No action was taken.

(d) **Vice Mayor Gunter, Jr. – Public Safety Building Design**

Vice Mayor Gunter gave reasons why he proposed relocating the design of the public safety building and parking from the proposed construction area to accommodate city-related community events to which Mr. La Venia addressed the increased costs to the redesign and the city commission recognized other options to host the city's events.

ACTION: 7:28:22 p.m. No action was taken.

10. MAYOR'S COMMENTS

(a) **CR 466A Phase III Project**

Mayor Cheshire relayed the county's recent request to prepare a letter to apply for FY 2023 appropriated federal funds of \$3.6 million for the CR 466A Phase III project and if approved, said funds would be supplanted towards road impact fees.

Mayor Cheshire recalled the presentation by District 5 Lake County Commissioner "Josh" Joshua Blake and Public Works Department Director Fred Schneider at the December 12, 2019 regular meeting on the CR 466A Roadway Improvements and the county's public works FY 2019-20 Four and Five-Rated Priority Projects Listings.

ACTION: 7:36:17 p.m. After much discussion and **by unanimous consent, the city commission authorized the city manager to write a letter to 11th District of Florida Congressman "Dan" Daniel Webster to support Community Project Funds and a letter to the Lake County Board of County Commissioners to endorse same in securing appropriated federal funds for the aforementioned project. Additionally, upon Commissioner DeGrave's suggestion, the city commission, by unanimous consent, authorized the city manager to write another letter to the county commission citing the city's roads that urgently need attention and urge its support to retain the funds in the area.**

(b) **Fruitland Park Benefits**

Mayor Cheshire voiced concerns on the problems in seeking and retaining respectable quality professional staff and addressed the need for the city's existing employee health and benefit plans to be more competitive for existing and future employees.

ACTION: 7:40:31 p.m. After discussion and **by unanimous consent, the city commission agreed to review, during its FY 2022-23 budget process, its existing employee health and benefit especially family plans to be more**

competitive and stagger same in a short duration as quickly as possible. Additionally, the city commission directed staff to conduct a survey of other local municipalities on their health and benefit plans.

(c) Excused Absence – May 12, 2022

Mayor Cheshire gave reasons why he will not be in attendance at the May 12, 2022 regular meeting and that Vice Mayor Gunter will be presiding.

ACTION: 7:44:15 p.m. No action was taken.

(d) Dates to Remember

Mayor Cheshire announced the following events:

- April 15, 2022, Comedy Night, 205 Berckman Street, Fruitland Park, Florida 34731 at 8:00 p.m.;
- April 22, 2022, *Bows Bowties* Daddy Daughter Dance, 205 W. Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;
- April 27, 2022, LS-MPO Governing Board Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.;
- April 28, 2022, City Commission regular meeting at 6:00 p.m.;

- May 9, 2022, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails, Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.;
- May 12, 2022, City Commission regular meeting at 6:00 p.m.;
- May 13, 2022, Lake County League of Cities *Legislative Update*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- May 21, 2022 *Mommy and Son Mess Messy Obstacle Course*, 205 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m., and
- May 26, 2022, City Commission regular meeting at 6:00 p.m.

ACTION: 7:44:27 p.m. No action was taken.

11. ADJOURNMENT

The meeting adjourned at 7:45 p.m.

The minutes were approved at the April 14, 2022, regular meeting.

Signed
Esther B. Coulson, City Clerk, MMC

Signed
Chris Cheshire, Mayor

RESOLUTION 2022-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CALLING FOR A REGULAR ELECTION TO FILL VACANCIES ON THE CITY COMMISSION; SETTING AN ELECTION DATE; NAMING THE VACANCIES TO BE FILLED; ESTABLISHING A POLLING LOCATION; ESTABLISHING A QUALIFYING PERIOD; ESTABLISHING ELECTION PROCEDURES; PROVIDING FOR ELECTION ARRANGEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park enacted Ordinance 2015-024 establishing five district numbers differentiating five commission districts to be placed on an election ballot; and

WHEREAS, the term of office of Commissioner, currently held by Patrick DeGrave, seated as District 1, expires in November of 2022; and

WHEREAS, the term of office of Commissioner, currently held by John Mobilian, seated as District 2, expires in November of 2022; and

WHEREAS, the City Commission of the City of Fruitland Park desires to establish dates for a qualifying period, the polling locations and date, and to provide for election arrangements and procedures; and

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

Section 1. A Primary Election will be held on Tuesday, August 23, 2022, if necessary, and a General Election will be held on Tuesday, November 8, 2022.

Section 2. The Commission Seats, Districts 1 and 2, respectively, to be filled for a term of four (4) years, by regular election, shall be that currently held by Commissioner Patrick DeGrave and Commissioner John Mobilian.

Section 3. The electors of the City of Fruitland Park shall be polled at

- Lake County Voting Precinct 20, Moyer Village Recreation Center, 3000 Moyer Loop, The Villages, Florida;
- Lake County Voting Precinct 25, Community Center, 201 West Berckman Street, Fruitland Park, Florida; and
- Lake County Voting Precinct 67, Calvary Baptist Church, 3720 Eagles Nest Road, Fruitland Park, Florida.

Section 4. The qualifying period for the election shall commence at 12:00 noon on Monday, June 13, 2022 and end at 12:00 noon on Friday, June 17, 2022.

Section 5. The election shall be conducted in accordance with the applicable provisions of the City of Fruitland Park’s Charter and Code of Ordinances, and Florida Statutes.

Section 6. The City Clerk shall make all necessary election arrangements with the Supervisor of Elections for Lake County.

Section 7. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park.

PASSED AND RESOLVED this 28th day of April, 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 Lewis	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Ranize	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

NOTICE OF QUALIFICATION OF THE 2022 ELECTION OF THE CITY OF FRUITLAND PARK

I, CHRIS CHESHIRE, Mayor of the City of Fruitland Park, Florida, pursuant to Section 34-19, Code of Ordinances of the City of Fruitland Park, do hereby give notice that a Primary Election will be held on Tuesday, August 23, 2022, if one is necessary, and that a General Election will be held on Tuesday, November 8, 2022, for the purpose of electing two commissioners. The Commission Seats, Groups 1 and 2 respectively to be filled for a term of four (4) years, by regular election, shall be that currently held by Patrick DeGrave and John Mobilian. The electors of the City of Fruitland Park shall be polled at Lake County Voting Precinct 20, Moyer Village Recreation Center, The Villages, Florida, Lake County Voting Precinct 25, Community Center 201 West Berckman Street, Fruitland Park, Florida, and Voting Precinct 67, Calvary Baptist Church, 3740 Eagles Nest Road, Fruitland Park, Florida.

The qualifying period shall commence at 12:00 p.m. noon on Monday, June 13, 2022 and end at 12:00 p.m. noon on Friday, June 17, 2022. An application to qualify may be obtained at the Office of City Clerk, 506 West Berckman Street, Fruitland Park, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Fruitland Park to be affixed, at City Hall, in Fruitland Park, this 28th day of April 2022.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

SEAL

Esther B. Coulson, City Clerk, MMC

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a**

ITEM TITLE: Resolution 2022-018 Northwest Lake Community Park Restroom Quote – Leesburg Concrete Company Inc.

For the Meeting of: April 28, 2022

Submitted by: City Manager/Parks and Recreation Director

Date Submitted: April 13, 2022

Amount Required:

Attachments: Proposed resolution, contract and Lake County Agenda Item

Item Description: Resolution 2022-018 Pre-Cast, Prefabricated Concrete Structure Northwest Lake Community Park Restroom for \$175,000 to Leesburg Concrete Company Inc., a piggyback contract with Lake County.

Action to be Taken: Adopt Resolution 2022-018

Staff's Recommendation: Approval.

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2022-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF \$175,000.00 TO LEESBURG CONCRETE COMPANY, INC. FOR PRE-CAST, PREFABRICATED RESTROOMS FOR NORTHWEST LAKE COMMUNITY PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County issued a competitive bid and awarded a contract (22-908B) to Leesburg Concrete Company, Inc. for the on-call provision and installation of pre-cast structures, including prefabricated restrooms and the contract remains open;

WHEREAS, the City of Fruitland desires to piggyback off of the County contract with Leesburg Concrete Company, Inc. for the installation of a pre-cast, prefabricated restroom at Northwest Lake Community Park; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the expenditure.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission authorizes expenditure in the amount of \$175,000.00 to Leesburg Concrete Company, Inc. pursuant to Lake County Contract 22-908B for pre-cast, prefabricated restrooms and installation at Northwest Lake Community Park.

Section 2. The Commission authorizes the City Manager to execute any necessary documents, including a contract consistent with the terms of Lake County Contract 22-908B, to effectuate the purchase.

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 28th day of April 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:

Anita Geraci-Carver, City Attorney

P-2022/0063

**CONTRACT FOR
PRE-CAST CONCRETE STRUCTURES
RFP #22-908B**

This contract is between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Leesburg Concrete Company, Incorporated., a Florida for profit corporation, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Request for Proposals (RFP) #22-908 seeking firms or individuals qualified to provide pre-cast concrete structures on an as-needed basis; and

WHEREAS, the CONTRACTOR wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, the parties hereby agree as follows:

1. The above recitals are incorporated into this contract.
2. Scope of Services. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to provide as-needed pre-cast concrete structures and related services (the "Service") in accordance with the Scope of Services, as modified or clarified by any addendums and attached hereto and incorporated herein as **Exhibit A**. There is no guaranteed minimum or maximum expenditure under this contract. The Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.
3. Term. This contract will become effective upon signature of the last party to sign it. This contract will remain in effect for an initial term of one year. The contract prices will prevail for the full duration of the initial term. Prior to, or upon completion, of the initial term, the COUNTY shall have the option to renew this contract for two additional two-year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. The parties acknowledge that the term may be extended until the completion of any express and implied warranty periods provided within this contract.
4. Payment: COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligation hereunder as provided in the pricing sheet attached as **Exhibit B**. Contract prices will prevail for the full duration of the Contract. Prior to the completion of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics.
5. Invoice: The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed 30 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service.
6. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONTRACTOR will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

7. Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation.

8. Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONTRACTOR will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

9. Funding: In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

10. Price Redeterminations: CONTRACTOR may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations will be made within 30-calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one year. Unless otherwise expressly set forth in the Contract, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Contract. The following apply:

A. Basis for Price Redeterminations. The CONTRACTOR may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The COUNTY will have the right to audit the CONTRACTOR'S records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the CONTRACTOR will refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the CONTRACTOR'S employees or subcontractors performing work or services pursuant to the contract.

C. Fuel Price Redetermination. If the price of fuel increases by a minimum of 10% percent, the CONTRACTOR may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the CONTRACTOR will be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of 10% percent. Failure to make such petition may be grounds for contract termination and will entitle the COUNTY to a refund of the cumulative increase in pay to the CONTRACTOR due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the

commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the CONTRACTOR’S operations in connection with the CONTRACTOR’S performance of the contract.

D. All Price Redeterminations will be calculated as demonstrated in this example:
Contractor indicated on the Submittal Form that 30% of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI \$200.50
Base index PPI - \$179.20
PPI increase dollars \$21.30
PPI increase percentage ($\$21.30 / \$179.20 = .1189$) 11.9%
Unit cost of the service is: \$100.00
30% of \$100.00 is directly attributed to the redetermination category \$30.00
 $\$30.00 \times 11.9\% = \3.57
New unit price is
($\$100 + \3.57) \$103.57

E. Expiration Upon Failure to Agree to Price Redetermination. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the contract will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR’S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the contract. If the contract expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

11. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY’S Project Manager. It is agreed to by the parties that the COUNTY’S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and about the character, quality, amount and value of any work done, and materials furnished, under or by reason of this contract. The COUNTY’S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

12. Contract Documents.

A. Definitions: For purposes of this contract, the term “contract documents” includes all bid documents, drawings, the Scope of Services, attachments to this contract, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services: CONTRACTOR will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other contractors on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

D. Errors and Omissions: CONTRACTOR will not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, CONTRACTOR will immediately notify the COUNTY in writing of such errors or omissions. In the event CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, CONTRACTOR will be deemed to have waived any claim for increased time or compensation CONTRACTOR may have had and CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

13. Contractor Personnel

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the contract documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this contract; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this 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.

C. Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work on the Service if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

D. Superintendent: CONTRACTOR will have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent will supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Subcontractors:

- i. CONTRACTOR will be responsible to the COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.
- ii. All subcontractors, for as long as the subcontractor is working on the job site, will have at least one supervisor/foreman on the job site that will speak and understand English.
- iii. CONTRACTOR will cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.
- iv. CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

F. Emergency Contact: CONTRACTOR will have a responsible person available at, or reasonably near, the Service on a 24-hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this contract.

G. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR will contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than 24 hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide written notice within the 24-hour limitation noted above, CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

14. Safety:

A. CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR will be notified immediately. CONTRACTOR will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONTRACTOR will confine all equipment, materials and operations to the Service site and areas identified in the contract documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

J. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance

- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- iv. The primary route of entry and symptoms of exposure.
- v. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- vi. The emergency procedure for spills, fire, disposal and first aid.
- vii. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- viii. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

15. Underground Utilities: Any required ground digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

16. General Inspection Requirements:

A. CONTRACTOR will furnish the COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

- i. If the COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.
- ii. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven calendar days, the COUNTY may take any action necessary, including

correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR'S expense or terminating this contract. CONTRACTOR will not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract documents.

B. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work and additional compensation due the COUNTY. CONTRACTOR will not be allowed an extension of the term of this contract because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.

C. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this contract. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the contract price for such work or materials necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

D. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this contract.

17. Service Materials and Storage:

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, will be new, unused, of recent manufacture, and suitable for its intended purpose. All goods will be assembled, serviced, and ready for operation when delivered. In the event any of the materials supplied by CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to CONTRACTOR at CONTRACTOR'S expense and this contract may be terminated, or (2) the COUNTY may require CONTRACTOR to replace the materials at CONTRACTOR'S expense.

B. Materials will be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, will not be used in the work, and will be removed from the site by CONTRACTOR at CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of CONTRACTOR and CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, CONTRACTOR will furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

D. All unusable materials and debris will be removed from the premises at the end of each workday and disposed of in an appropriate manner.

18. Time for Completion and Extensions:

A. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify the COUNTY in writing within 24 hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

C. If CONTRACTOR complies with the 24-hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. CONTRACTOR will cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact CONTRACTOR'S construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

19. Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this contract. The amount of the change will be computed from such values and added to or deducted from the contract price.

B. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY. If CONTRACTOR disagrees with the COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original contract, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum 5% markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

C. The COUNTY will not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order will represent full and complete compensation to CONTRACTOR for labor, materials, incidental expenses, overhead, profit, costs and time associated with the work authorized by such change order.

D. Execution by CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

E. Upon receipt of an approved change order, changes in the Scope of Services will be promptly performed. All changes in work will be performed under the terms and conditions of this contract.

F. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

20. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONTRACTOR will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

21. Acceptance of the Work and Final Payment: The work and services rendered under this contract will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the COUNTY and will be in compliance with the terms herein, in accord with the specifications and of the highest quality. Any goods or services purchased under this contract may be tested/inspected for compliance with the specifications listed.

22. Final Inspection: When all materials have been furnished, all work has been performed, and the construction contemplated by this contract has been satisfactorily completed, the COUNTY will make the final inspection. The final inspection will be completed within five business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY will notify CONTRACTOR, if necessary, of any deficiencies with the Service, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

23. Maintenance of Work: CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance will be maintained until final acceptance by the COUNTY.

24. Final Acceptance: When the Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties will make an inspection of the Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR will have 10 calendar days to correct all deficiencies. An \$80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. The COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this contract has been completely performed by CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to CONTRACTOR in accordance with this contract, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

25. Waiver of Claims: CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

26. Termination of Contractor's Responsibilities: This contract will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this contract.

27. Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONTRACTOR be discovered after the final payment has been made, to claim and recover from CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

28. Warranties:

A. All warranties will begin on the date of the COUNTY'S acceptance of the Service which will be the date final payment is issued to CONTRACTOR and will last for a period of 12 months unless otherwise specified in the Scope of

Services, plans or specifications. CONTRACTOR will obtain and assign to the COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Service.

B. CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement will remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

C. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within 60 days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five calendar days after the COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its contract and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this contract, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

F. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing the Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Service specific in this Contract is complete and the Liquidated damages Sum is satisfied.

29. **Sanitation:** If the Service does not involve interior work, CONTRACTOR will be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use will be strictly enforced. The location of these conveniences will be subject to the COUNTY’S Project Manager’s approval. All such facilities will be installed and maintained by CONTRACTOR in accordance with applicable federal, state, and local laws.

30. **Submittals and Equal Products:**

A. Submittals of products required for the Service assigned to CONTRACTOR hereunder, will be supplied to the COUNTY for pre-approval prior to the start of the work. These documents will be provided to the COUNTY at least one week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name and has not been notated as a “No Substitute” item, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. If CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to the COUNTY. The COUNTY will make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated “No Substitute.”

C. Unless CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished will be clearly identified. A formal submittal for the alternate/shop drawings will be submitted. The evaluation of the alternate and the determination on acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in CONTRACTOR’S response. To ensure that sufficient information is available, CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

31. **Fees:** The following is a list of fees that may be assessed to CONTRACTOR during the term of this contract. These fees are assessed to help offset the additional costs associated with the COUNTY’S labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

32. Termination: This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

33. Assignment of Contract: This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this contract and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

34. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

Coverage must be provided on a per project basis.

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000.
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

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

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD
OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

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

35. Indemnity: The CONTRACTOR will indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. CONTRACTOR agrees to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Contract.

36. Independent Contractor: CONTRACTOR, and all its employees, agree that they will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, or partner of, or in a joint venture with, the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and will not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

37. Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

38. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this Contract, CONTRACTOR will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONTRACTOR by the COUNTY pursuant to this contract.

39. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

40. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

41. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

42. Accuracy: During this contract, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

43. Right to Audit:

A. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY'S choosing. The CONTRACTOR will provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONTRACTOR will retain all records pertaining to this contract and upon request make them available to the COUNTY for three complete calendar years following expiration of the contract. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

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

44. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

45. Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established if necessary, because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of \$250.00 per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

46. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the contract will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

47. Protection of Property:

A. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest will be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property will either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

B. If the Service is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

48. Risk of Loss: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party.

49. Accident Notification: If in the course of completing work as part of this contract there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

50. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

51. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

52. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

53. The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

54. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

55. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

56. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Contract.

57. During the term of this contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or

manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this contract is conditioned upon the veracity of this statement of assurance.

58. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.

59. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

60. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

61. The CONTRACTOR will act as the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

62. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

63. Wherever provision is made in this contract for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to the CONTRACTOR:

Kirk Rouse
Leesburg Concrete Company Incorporated
1335 Thomas Avenue
Leesburg, Florida 34748

If to the COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

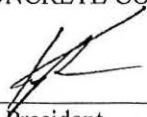
64. Scope of Contract. This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding

any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications. This contract contains the following exhibits, all of which are incorporated herein:

- Exhibit A Scope of Services
- Exhibit B Pricing Sheet

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

LEESBURG CONCRETE COMPANY, INCORPORATED

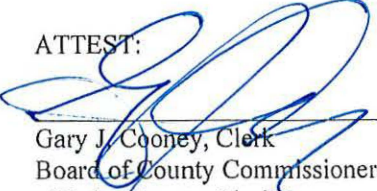


Kirkland Rouse, President
License No. CBC1254153

This 28 day of February, 2022.


LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:



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





Sean M. Parks, Chairman

This 12th day of April, 2022.

Approved as to form and legality:



Melanie Marsh, County Attorney

RECORDED
2022 APR 11 PM 4:11
CLERK OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

**EXHIBIT A – SCOPE OF SERVICES
PRECAST CONCRETE STRUCTURES AT COUNTY PARKS**

22-908

1. SCOPE OF SERVICES

- 1.1. Contractor shall provide turnkey, precast concrete restrooms and similar structures and install on a Contractor-provided foundation on an as needed basis. There is no guarantee of expenditure.
- 1.2. All work shall conform to manufacturer's structural requirements and specifications provided or implied in this Exhibit and related documents.
- 1.3. Specifications included in this exhibit and related documents describe various functions and classes of work required for project completion. Omissions of inherent technical functions or classes of work will not relieve Contractor from furnishing, installing, or performing required work for satisfactory completion.
- 1.4. Specifications shall include but not be limited to structural integrity, materials used, design loads, finishing options, available accessories, delivery methods, site procedures, other execution procedures and other information

2. PRECAST STRUCTURE SPECIFICATIONS

2.1. General

Structures shall have engineering calculations/drawings designed and sealed by a professional engineer licensed to practice in the State of Florida.

2.2. Precast Structure Specifications

Structures shall be delivered and placed on a Contractor-provided stone foundation constructed in accordance with manufacturer's recommendations with all necessary openings.

2.3. Material May be Maintenance Certified

Materials supplied by Contractor may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) provided materials are warranted for merchantability and carry a warranty equal to new products. In the event any of the materials are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Contractor at the Contractor's expense; or (2) require Contractor to replace the materials at Contractor's expense. Contractor's supplier of maintenance certified equipment should be easily identifiable by the County.

2.4. Catalogs and Price Lists Should be Submitted with Offer

Contractor shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the County upon request.

3. CONTRACTOR'S RESPONSIBILITIES.

- 3.1. Contractor shall be appropriately licensed to perform all tasks related to this service.
- 3.2. Contractor shall furnish all labor, material, and equipment needed for satisfactory contract performance.
 - 3.2.1. All material, workmanship, and equipment are subject to the inspection and approval of the County's Project Manager.

PRECAST CONCRETE STRUCTURES AT COUNTY PARKS

- 3.3. Contractor shall be responsible for obtaining signed/sealed engineering building plans and any associated expenses.
- 3.4. Contractor shall furnish plans to the Building Services Division to obtain all required building permits.
 - 3.4.1. Contractor shall be responsible for obtaining all permits and fees associated with the installation and full functionality of precast structures.
 - 3.4.2. Contractor shall provide a copy of all obtained permits to the County Project Manager prior to start construction.
 - 3.4.3. Contractor shall be responsible for installing a permit posting box unit so approved plans and permits are on site for inspectors.
- 3.5. Contractor shall conform to all relevant Federal, State, and County regulations.
 - 3.5.1. Any fines levied for failure to comply will be borne solely by the Contractor.
- 3.6. No work may be done on weekends or between the hours of 5:00 p.m. and 8:00 a.m.
 - 3.6.1. The County Project Manager may allow an exception when it is deemed necessary.
- 3.7. Contractor shall be responsible for the Maintenance Of Traffic (MOT) while complying with FDOT and other agency requirements.
 - 3.7.1. County reserves the right to cease operation if Contractor is deficient.
 - 3.7.2. Contractor shall provide a minimal inconvenience to the public and traffic.
 - 3.7.3. If Contractor utilizes roadways with slow moving equipment, no more than three (3) vehicles shall be backed up behind them before pulling to the side to let traffic pass.
 - 3.7.4. All costs associated with MOT shall be included in Contractor's price.
 - 3.7.5. All lane closures shall have the prior approval of the County Project Manager. No road closures shall be allowed except in the case of emergencies.
 - 3.7.6. Contractor shall be financially responsible for an off-duty police officer as needed.
- 3.8. Contractor shall be responsible to connect all utilities, if any, up to a maximum of 50' from the desired install location and shall be also responsible to obtain all necessary utility permits.
 - 3.8.1. Contractor shall be responsible to locate all underground utilities as needed.
- 3.9. Contractor shall be responsible for all site clearing and rough grading including, excavation for sub-base.
 - 3.9.1. Contractor shall be responsible for all necessary clean fill material, grading and compaction to level site area before construction of precast concrete building.
 - 3.9.2. Contractor shall protect all existing vegetation on or adjacent to the site unless it interferes with the project as confirmed by the County Project Manager.
 - 3.9.3. Contractor shall be responsible for re-grading and re-sodding areas disturbed during the work being completed. No grass seeding allowed.

PRECAST CONCRETE STRUCTURES AT COUNTY PARKS

- 3.10. Contractor shall be responsible to repair any damage caused during project work to sidewalks, curbs, pipes, drains, and other items.
- 3.10.1. County Project Manager will confirm acceptance of repairs.
- 3.10.2. If the repair is not in accordance with County standards, the County will make the repair and deduct the associated cost from the amount owed to Contractor.
- 3.11. Contractor shall deliver precast concrete building to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100-ton crane.
- 3.12. The Contractor shall be responsible for planning and providing perimeter site fencing and signage as required to ensure the safety and security of the site from the public, including site neighbors and visitors, children, and staff during construction as well as after hours. If applicable, site facilities must remain open for public use during work.
- 3.13. Contractor shall be responsible for any needed dumpsters for otherwise discarded material.
- 3.13.1. Discarded material must be removed daily with jobsite remaining clean.
- 3.13.2. No discarded construction material shall remain on site or be illegally dumped.
- 3.14. Contractor shall provide adequate general user training to County personnel on the appropriate use of the materials or products as necessary.
- 3.15. Construction supported by state or federal funding may require Contractor to give employment/subcontracting preference. Contractor shall work in good faith with the County Project Manager to meet any funding source requirements including completion of any required documentation.

[The remainder of this page intentionally left blank]

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide furnish, and install turn-key precast concrete structures. Services will be performed in accordance with the specifications listed and implied.

Alterations to locked cells may result in disqualification of submission.

Item	Description	Price
1	10' x 12' x 8'h storage building	\$61,684.00
2	30' x 8' x 8'h dugout	\$78,173.00
3	31' x 8' x 8'h dugout with storage	\$89,276.00
4	Blue Ridge Single Dry Vault Restroom	\$82,389.00
5	Sierra Outback Double Dry Vault Restroom	\$113,219.00
6	Logan Single Plumbed Restroom	\$81,028.00
7	Carson Double Plumbed Restroom	\$107,240.00
8	Sierra Outback Double Plumbed Restroom	\$113,510.00
9	Northlake Triple Plumbed Restroom	\$154,463.00
10	Volusia 6 stall Plumbed Restroom	\$239,188.00
11	20' x 24' x 8'h Concession with Four Stall Restroom	\$203,763.00
12	24' x 30' x 8'h Concession with Eight Stall Restroom	\$268,745.00
13	20' x 24' Site Assembled Panelized Building	\$92,053.00
14	20' x 30' Site Assembled Panelized Building	\$111,162.00

Additive Accessories and Options (Provide and Install)

Item	Description	Price
1	Xelerator Hand Dryer Model XLBW	\$1,090.00
2	2 Ton Bard HVAC with Heat and thermostat	\$5,895.00
3	Kohler china Soho White wall mounted sink	\$492.00
4	American Std Model # 3695.128 rear discharge toilet	\$1,030.00
5	Stainless steel urinal Acorn Engineering # 1709HEU	\$2,174.00
6	Stainless steel pit toilet Acorn Engineering #2131	\$1,430.00
7	Kohler K4991-ET-0 Bardon china urinal	\$498.00
8	Koala Kare Baby Changing St model # KKP-KB200-00	\$505.00

9	Electrical Package : 100 Amp panel with GE 12 circuit 24 space 100 Amp Main Breaker Load Center Interior <u>LED</u> lights (3) Portfolio 26.5 inch white <u>LED</u> with light diffusing shield. Exterior (2) Utilitech Pro 180 2-head motion activate <u>LED</u> flood light. (1) GFCI outlet.	\$4,475.00
9a	Price for each additional interior <u>LED</u> light	\$325.00
9b	Price for each additional GFCI outlet	\$156.00
10	SA 12" Centrifugal fiberglass exhaust fan, electric power is provided in building	\$587.00
11	4" deep concrete sidewalk with Fibermesh priced per sqft	\$15.00
12	6" deep concrete sidewalk with Fibermesh priced per sqft	\$18.00
13	200 Ton Crane Upcharge, 50' reach, per installation effort	\$9,000.00

Other fees not listed that could potentially be invoiced under this contract.

Item	Description	Price
1	Additional Freight and Labor outside of Lake County in the case of another entity is piggybacking this bid	\$5,900.00
2		
3		
4		
5		
6		

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 03/01/2022

TO: Jennifer Barker, County Manager

THRU:

Roberto Bonilla, Director, Office of Parks and Trails

BY: William Ponko, Senior Contracting Officer

SUBJECT: Pre-Cast Concrete Structures

MEETING DATE: 4/12/2022

ITEM TYPE: Consent Item

ITEM ID: 17820

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contracts 22-908A, and 22-908B for pre-cast concrete structures on an as-needed basis to Advanced Commercial Contractors, LLC (Eustis, FL), and Leesburg Concrete Company, Inc. (Leesburg, FL).
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$175,000 (expenditure) and is within, and will not exceed, the Fiscal Year Budget.

BACKGROUND SUMMARY: Procurement Services, in coordination with the Office of Parks & Trails, issued Request for Qualifications (RSQ) 22-908 for the on-call provision and installation of pre-cast structures, such as dugouts and prefabricated restrooms, primarily at County parks and potentially other County facilities. The contracts provide for a one-year initial term and two option periods of two years each and replace expiring contract 16-0214.

Responses were received from two vendors as shown on the attached solicitation respondent list. An evaluation completed by County staff confirmed that both proposals were responsive to the terms and conditions of the RSQ, and that each vendor has a satisfactory record of performance on previous County contracts.

Staff recommends awarding the following: Advanced Commercial Contractors, LLC and Leesburg Concrete Company, Inc.

Fiscal Impact: Estimated \$175,000 annually (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Various	Various	Various	Various		\$175,000

Advertised Date:

Paper:

Attachments:

1.	Solicitation Respondent Listing 22-908
2.	Award Recommendation 22-908
3.	ACC Contract 22-908A-signed
4.	Leesburg Concrete Contract 22-908B-signed

STAFF APPROVALS AND DATES:

William Ponko	Created/Initiated - 3/1/2022
Ron Falanga	Approved - 3/1/2022
Anita Ellis	Approved - 3/1/2022
Grace Burgos	Approved - 3/9/2022
Miranda Lanoue	Approved - 3/9/2022
Angela Harrold	Approved - 3/9/2022
Roberto Bonilla	Approved - 3/9/2022
Cari Branco	Approved - 3/16/2022
Allison Teslia	Approved - 3/21/2022
Melanie Marsh	Approved - 3/23/2022
Jennifer Barker	Approved - 4/5/2022
Misty Spahn	Final Approval - 4/5/2022

ACTION TAKEN BY BOARD:

Action: New

Other:

Continued/Deferred Until:



Solicitation Number: **22-908**

Solicitation Title: **Pre-Cast Restrooms and Buildings Re-Bid**

Open Date: **Jan 6, 2022, 12:00:00 AM**

Close Date: **Feb 8, 2022, 3:00:00 PM**

Firm Name	Location
Advanced Commercial Contractors, Inc.	Eustis, FL
Leesburg Concrete Company Incorporated	Leesburg, FL

Award Recommendation Number AR-22-908-1

Solicitation Number: 22-908

Title: Pre-Cast Concrete Structures

Recommended Vendor: Advanced Commercial Contractors, Inc. / Leesburg Concrete Company, Inc.

Total number of responses: 2

Total number of acceptable responses received: 2

Contract Type: Term Contract

Is this purchase related to Information Technology? No

Vehicle Purchase? No

Is Federal or Grant Funded? No

Award Recommendation Type: RFP

Award Recommendation Basis: Highest Ranked

Comments:

Contracting Officer Comments:

Funding sources:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount	Federal Or Grant Funded
2nd Renewal Sales Tax	3050	2952750	860620	N/A	AS NEEDED	No

Last Fiscal Year Spend \$0.00

Fiscal Year Budget \$150,000.00

Initiator Name: Bill Ponko

Date: 2/17/2022 12:41:07 PM

Step 2 - Project Manager: Melving Isaac

Date: 2/17/2022 12:50:45 PM

Step 3 - Financial Approval: Grace Burgos BB

Date: 2/25/2022 10:36:21 AM

Step 4 - Division Manager: Bobby Bonilla

Date: 2/25/2022 4:10:35 PM

Step 10 - Contracting Officer Review: Bill Ponko

Date: 2/25/2022 4:15:31 PM

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6b**

ITEM TITLE: Resolution 2022-019 Chevrolet Silverado - Lease Agreement – Enterprise FM Trust

For the Meeting of: April 28, 2022

Submitted by: City Attorney/City Manager/Public Works Director

Date Submitted: April 21, 2022

Amount Required: \$35,649.20 – 01524 30462 (See additional comments below.)

Attachments: Proposed resolution, lease rate quote, master equity lease agreement, amendment to agreement, and risk management application.

Item Description: Resolution 2022-019 – 2022 Chevrolet Silverado 1500 LTD Work Truck Lease Agreement with Enterprise FM Trust (Quote Number 6296031).

Action to be Taken: Adopt Resolution 2022-019.

Staff’s Recommendation: Approval.

Additional Comments: The city commission authorized the monthly financing vehicle lease in the proposed FY 2022-23 proposed budget and the monthly lease of a Chevrolet Silverado 1500 at the April 14, 2022 regular meeting.

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2022-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF \$35,649.20 TO ENTERPRISE FOR LEASE OF 2022 CHEVROLET SILVERADO 1500 LTD WORK TRUCK AS MORE PARTICULARLY DESCRIBED IN QUOTE NO. 6296031, OPEN-END (EQUITY) LEASE RATE QUOTE; APPROVING MASTER EQUITY LEASE AGREEMENT AND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT BETWEEN ENTERPRISE FM TRUST AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sourcewell issued a competitive bid and awarded a contract (060616-EFM) to Enterprise Fleet Management for leasing of and sales of vehicles and the contract remains open; and

WHEREAS, the City of Fruitland desires to piggyback off of the contract with Enterprise Fleet Management for leasing of and sales of vehicles, including the lease of a 2022 Chevrolet Silverado 1500 LTD work truck; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the expenditure and enter into a Master Equity Lease Agreement and Amendment to Master Equity Lease Agreement with Enterprise Fleet Management.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission authorizes expenditure in the amount of \$35,649.20 to Enterprise Fleet Management in accordance with Quote No. 6296031 pursuant to Sourcewell Contract 060616-EFM for lease of a 2022 Chevrolet Silverado 1500 LTD work truck.

Section 2. The Master Equity Lease Agreement and Amendment to Master Equity Lease Agreement between Enterprise Fleet Management and the City of Fruitland Park, Florida, **copies of which are attached hereto**, are approved.

Section 3. The Commission authorizes the City Manager to execute any necessary documents, including the Master Equity Lease Agreement and Amendment to Master Equity Lease Agreement with the terms of Sourcewell Contract 060616-EFM, to effectuate the lease.

Section 4. 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 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



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of April, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Fruitland Park, Florida ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Fruitland Park, Florida (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

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(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: <u>City of Fruitland Park, Florida</u>	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: <u>Gary La Venia</u>	Signature: _____
Title: <u>City Manager</u>	By: _____
Address: <u>506 West Berckman Street</u>	Title: _____
<u>Fruitland Park, FL 34731</u>	Address: _____
_____	_____
Date Signed: _____	Date Signed: _____

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AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

City Manager

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for **City of Fruitland Park, Florida** _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Gary La Venia

Print Name

City Manager

Title

Signature

City of Fruitland Park, Florida

Company Name

Date

Prepared For: City of Fruitland Park, Florida

Date 04/19/2022
AE/AM JR8

Unit #

Year 2022 **Make** Chevrolet **Model** Silverado 1500 LTD
Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type In-Stock **Term** 12 **State** FL **Customer#** 619594

\$ 23,814.20	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 116.55 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Summit White
Interior Color (0 I) Jet Black w/Vinyl Seat Trim
Lic. Plate Type Unknown
GVWR 0

\$ 23,814.20	Total Capitalized Amount (Delivered Price)
\$ 238.14	Depreciation Reserve @ <u>1.0000%</u>
\$ 141.20	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 379.34	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 38.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 38.00 Additional Services SubTotal

\$ 0.00	Sales Tax <u>7.0000%</u>	State <u>FL</u>
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\$ 417.34 Total Monthly Rental Including Additional Services

\$ 20,956.52	Reduced Book Value at <u>12</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Fruitland Park, Florida

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2022 Chevrolet Silverado 1500 LTD Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC18753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$32,962.3	\$34,300.00
Total Options	\$991.90	\$1,090.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$35,649.20	\$37,085.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
 Interior: H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AE7	40/20/40 Front Split Bench Seat	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CTT	Hitch Guidance	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GRILL	Black Grille	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: 2.7L Turbo	Included	Included
MQE	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Vinyl Seat Trim	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
UQF	6-Speaker Audio System	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
Z82	Trailer Package	\$359.45	\$395.00
ZLQ	WT Fleet Convenience Package	\$632.45	\$695.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-levelling Headlights: auto-leveling headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer

Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Edge Cust #: 619594

Submitted By: Jacob Romig

Group/Branch: 1GL1



Risk Management Application

1 Applicant Name: City of Fruitland Park, FL
2 Address: 506 W Berckman St
3 City: Fruitland Park, State: FL, Zip: 34731
4 Phone: 352-360-6727
5 Web Address: fruitlandpark.org
6 Applicant Insurance Contact: Jeannine Racine
7 Contact Phone: 352-360-6727, Contact Email: jracine@fruitlandpark.org
8 List any and all subsidiaries:

12 Describe your business and how the company vehicles are used: Local municipality. Vehicles are for Public Works and Leisure Services
13 Radius of Territory/Operation: 3.7 square miles, Avg Annual Mileage: 5,000
14 Are any vehicles equipped with movable or aftermarket equipment? (check all that apply)
15 Are any vehicles used for transporting hazardous, flammable, explosive materials or chemicals?
16 Does your company carry a motor carrier permit?
17 If any vehicles are used to tow trailers, indicate:
18 Where are the vehicles garaged at night?

19 Provide Current AUTO Insurance Information:
Current Auto Carrier:
Current Umbrella Carrier:
20 Quote Physical Damage and Auto Liability:
21 Please Select Desired Auto Liability Insurance Limits
Auto Liability Limit:
Uninsured/Underinsured Motorists:
Physical Damage Management Options:
Comprehensive:
Collision:
**Loaner Car:

*If left blank a quote will not be provided.

HIRED AUTO: an auto the applicant leases, hires, rents or borrows i.e. vehicle rented for business travel.

22 How often do you rent vehicles: Never Occasionally Daily Weekly Monthly

23 What is the approximate annual cost of renting vehicles:

24 What is the purpose of renting vehicles: Vehicle in Shop Busy/Special Need Travel

25 What type of vehicles do you rent:

26 Quote this coverage: Liability and Physical Damage Liability Only Physical Damage Only No

*If left blank a quote will not be provided.

NON-OWNED: vehicles the company does not own, lease or rent; i.e. reimbursed driver, employee taking personal vehicle to bank.

27 Are any employees on reimbursement, mileage allowance or use their personal vehicle for company business: Yes No

If Yes, how many employees:

28 Do you require your employees to maintain liability insurance: Yes No

If Yes, what limits are required:

29 Quote this coverage: Yes No

*If left blank a quote will not be provided.

30 Are there any autonomous vehicles in your fleet: Yes No

31 If yes, are they: Aftermarket OEM

32 Has any driver been licensed in the US less than 3 years: Yes No

33 Does applicant have any of the following: Driver Safety Program Company Car Policy Telematics Program

Provide copy if applicable.

34 Are employees permitted to use vehicles for personal use: Yes No

If Yes, who is permitted to use the vehicles: Employee Only Spouse/Partner Family Members No Policy

35 Are any Drivers not covered by Workers Compensation? Yes No

36 List the number of vehicles in your fleet over the past 4 years:

Current Year	22
Past Year 1	22
Past Year 2	22
Past Year 3	22

Required Attachments

- A **Loss History** - 4 policy years including current year
Must have current valuation date - Include all subsidiaries
- B **Vehicle List** - include all leased, owned or financed vehicles (See next tab)
Yr/Make/Model/VIN/Cost New/Garaging Locations -City/State/Zip
- C **Drivers List** - include all employees driving vehicles for company business (See last tab)
Name/Date of Birth/Driver's License Number/State

All driving records will be obtained from the applicable State Motor Vehicle Record Department. The Applicant, as referred to on page 1, hereby represents that they have obtained proper authorization from all employees and/or agents to have such driving records obtained and reviewed for underwriting purposes. The undersigned represents that the statement made and information provided are true to the best of their knowledge and that they are authorized to sign on behalf of the Applicant. This application does not evidence coverage. If accepted by the insurance company, coverage is effective on the date issued as shown on the policy Declarations page.

Fraud Warnings:

(All States except: AR; CO; DC; FL; HI; KY; LA; ME; MD; NJ; NY; OH; OK; OR; PA; TN; and WA) Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Arkansas - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

District of Columbia - It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement or claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Hawaii – For your protection, Hawaii Law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Kentucky – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland – Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio – Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against any insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

Oklahoma – Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon – Any person who, with intent to defraud or knowingly that his is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee – It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington – It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Applicant Signature/Title

Date

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6c**

ITEM TITLE: ITB 2021-04 Urick Street Force Main Discussion
For the Meeting of: April 28, 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, 24, March 10, and 24, 2022 regular meetings for more information.

Action to be Taken: **Approve awarding ITB 2021-04 to Cathcart Construction Company – Florida LLC as the sole source responsive bidder.**

Staff's Recommendation: **Award the bid.**

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. <u>1</u>	Dated <u>1/10/22</u>	No. _____	Dated _____
No. <u>2</u>	Dated <u>1/28/22</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

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

- (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).
- ✗(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 (Signature)
(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 intersection 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	76	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	DIRECTIONAL DRILL 10" PE-3408 SDR11 FORCE MAIN	680	LF	125	85,000
8	DIRECTIONAL 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	3,000
16	OPEN CUT AND REPAIR CONCRETE DRIVEWAY	210	SY	95	19,950
17	OPEN CUT AND REPAIR CONCRETE SIDEWALK	245	SY	85	20,825
18	OPEN CUT AND REPAIR GRAVEL DRIVEWAY	15	SY	75	1,125
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	25,000
24	RESTORATION/BAHIA SOD & WATERING	18,767	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					2,608,685

- 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.
- 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.
- 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 intersection 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	7035	LF	45	317,475-
5	4" DIP FORCE MAIN	-	LF	-	4,550
6	DIRECTIONAL 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	2,000	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?

HOLY 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) 640-7118
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.

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: _____

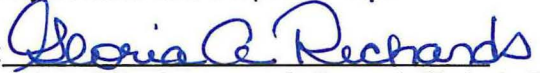
Attest:  _____

Signature and Title


Surety (Print Full Name):

United Fire & Casualty Company (Seal)

Surety's Name and Corporate Seal

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

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

Attest:  _____
 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



(original on file at Home Office of Company - See Certification)

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 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 of 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
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

**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, 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 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:

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

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.

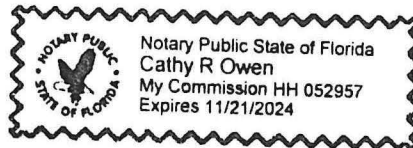
By _____

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



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

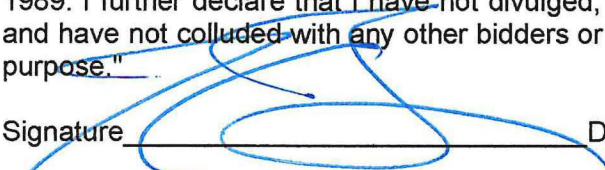
BY: Matt Blanton



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

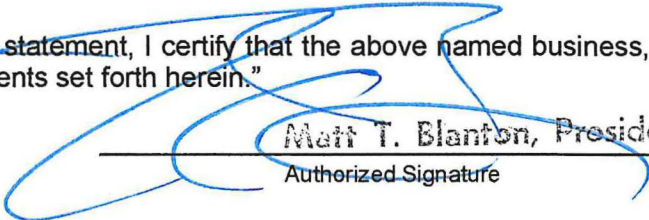
DRUG FREE WORKPLACE CERTIFICATE

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



END OF DOCUMENT



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. Permax-CTF may be used as an alternative to Protecto 401.
3. Fusible PVC will not be 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  _____



TITLE Matt T. Blanton, President
President
President

DATE 2/2/22



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.



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	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westfield Insurance Company	NAIC # 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 CERTIFICATION 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	TRA0975947	4/7/2021	4/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	TRA0975947	4/7/2021	4/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			TRA0975947 - Umbrella	4/7/2021	4/7/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Excess Liability over Umbrella \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0830-53545	4/7/2021	4/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 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**CANCELLATION**

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



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



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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.

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Request for Taxpayer Identification Number and Certification

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

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

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> P </u> <small>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.</small> <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, 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://fdotwpl.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,

Darlens 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 Force 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 58x91 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 York 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 Horizontal 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 reconstruction and 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 directional drilling and jack and bore crossings. 2370 lf of 24" FPVC Directional 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. Construction 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 - Alauqa 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 was in 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.

Tusawilla 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 Corridor including street lighting, drainage improvements, decorative 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 dams, 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, extensive 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 Veirol 321-383-5815 Jesus.veiro@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@cwgd.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 Canca Utility Improvement	City of West Melbourne 2285 Minton Road West Melbourne, FL 32904	Keith Mills 321- 837-7777 kmills@westmelbourn e.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 519-4111 863-272-4915	863- C	\$ 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 254-9900	407-	\$ 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 Middlesex 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 519-4111 863-272-4915	863- C	\$ 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 737-4276	407-	\$ 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 246-3184 Charlie.Conklin@cityoforlando.net	407-	\$ 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 246-3184	407-	\$ 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 506-2120	407-	\$ 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 construction 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 Oak 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 sanitary 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 intersection
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 main and 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 involved 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 involved 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, playground 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 involved the replacement and abandonment 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 involved 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 involved 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 extensive 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 pond 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.
Dubsread (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 665-7380	407-	\$ 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 836-7949 julie.naditz@ocfl.net	407-	\$ 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 532-3999	407-	\$ 70,000.00	This project involved de-silting and restoring a concrete box culvert.
Indian Wells Stormwater Repairs	Osceola County Courthouse Square Kissimmee, FL 34741	1 Howard Simmons 407-343-6577		\$ 57,000.00	This project involved 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	<u>\$ 8,758,557</u>	Current Liabilities	<u>\$ 4,710,426</u>
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	<u>\$ 8,752,082</u>
Total Assets	<u><u>\$ 14,812,859</u></u>	Total Liabilities & Members' Equity	<u><u>\$ 14,812,859</u></u>

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

2/2/22
12:54 PM
R

Office of the CITY manager
GARY La VENA
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.

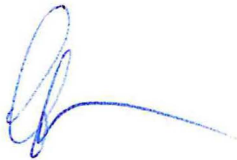
At 2:00 p.m., the name of the firm, Cathcart Construction Company Florida LLC, -- whose timely qualification bid package was received, formally opened and conditionally accepted for consideration – was announced and recorded on the sheet; a copy of which is filed with the supplemental papers to the minutes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



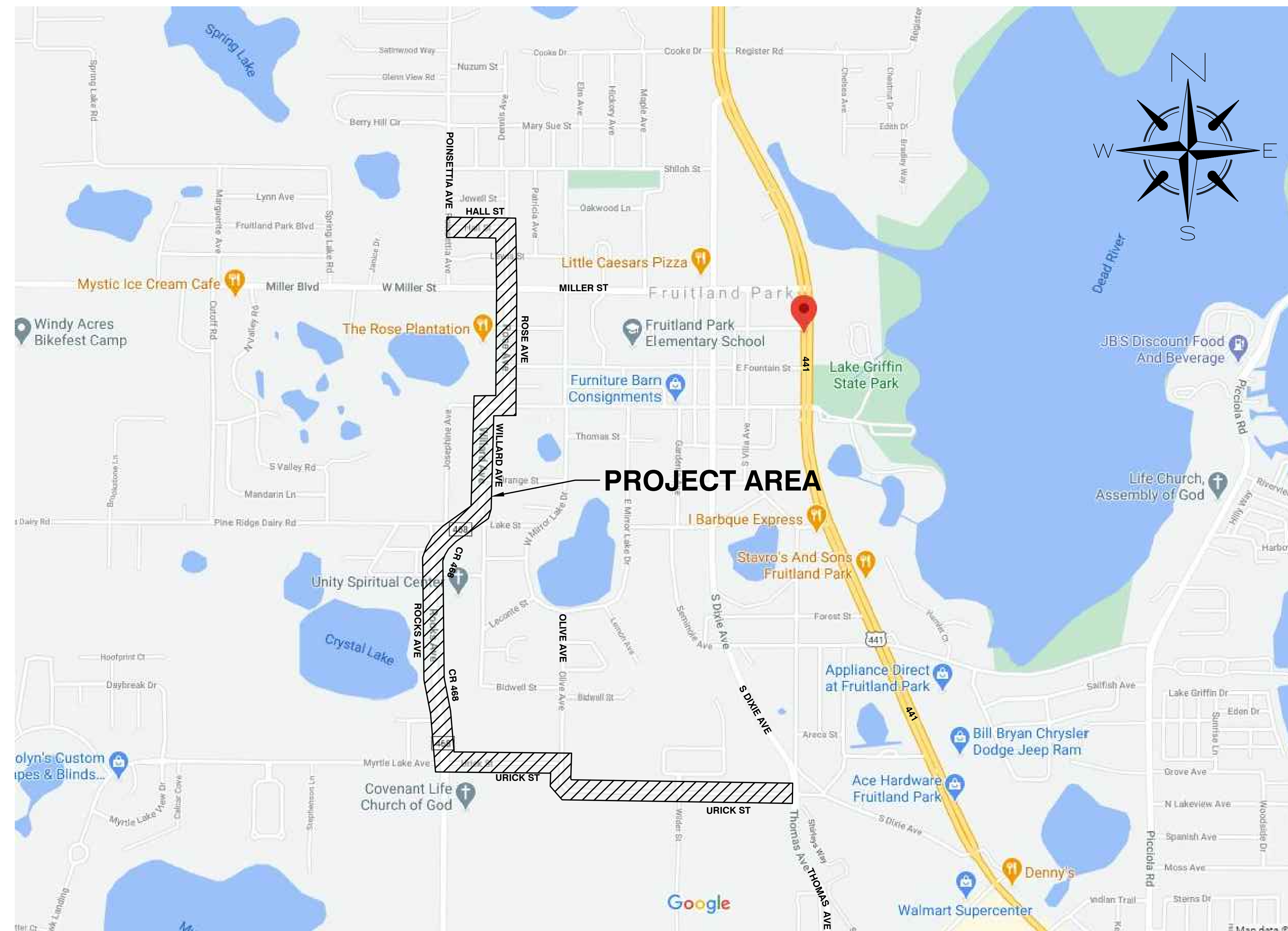
Gary La Venia, City Manager

CONSTRUCTION PLANS FOR CITY OF FRUITLAND PARK URICK STREET FORCE MAIN EXTENSION

DATE	ISSUE	BY
01-01-2021	60% REVIEW SET	
02-25-2021	FDEP PERMITTING SET	



LAKE COUNTY, FLORIDA



VICINITY MAP
NOT TO SCALE



CONTRACTOR SHALL CALL
SUNSHINE 811
AT LEAST 48 HOURS PRIOR TO EXCAVATION
1 (800) 432-4770

Index Of Sheets

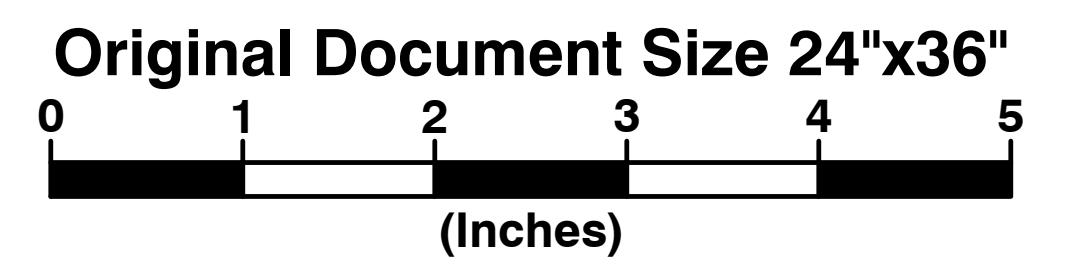
1	Cover Sheet
2	Key Map
3	General Notes
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- | | |
|--|--|
| CHRIS CHESHIRE
MAYOR
DISTRICT 3 | JOHN L. GUNTER JR
VICE MAYOR
DISTRICT 4 |
| PATRICK DEGRAVE
COMMISSIONER
DISTRICT 1 | CHRIS BELL
COMMISSIONER
DISTRICT 5 |
| JOHN MOBILIAN
COMMISSIONER
DISTRICT 2 | ROBB DICUS
DIRECTOR OF PUBLIC WORKS |
| GARY LA VENIA
CITY MANAGER | ANITA GERACI-CARVER
CITY ATTORNEY |
| ESTHER B COULSON
CITY CLERK | |

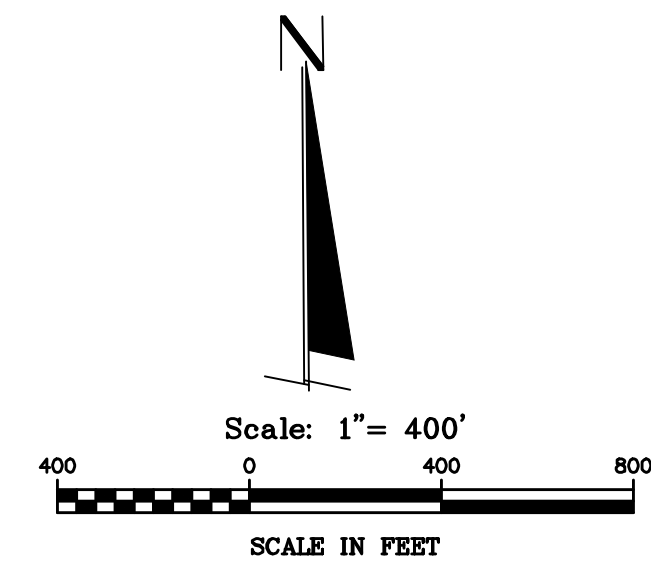
CLIENT:
CITY OF FRUITLAND PARK, FLORIDA
202 WEST BERCKMAN STREET
FRUITLAND PARK, FLORIDA 34731
ROBB DICUS, DIRECTOR OF PUBLIC WORKS
(352) 360-6795

ENGINEER:
BESH HALFF
902 SINCLAIR AVENUE
TAVARES, FL. 32778
TROY MITCHELL, P.E., PROJECT ENGINEER
(352) 343-8481

SURVEYOR:
BESH HALFF
902 SINCLAIR AVENUE
TAVARES, FL. 32778
JOHN T. MCGLOHORN, PSM
(352) 343-8481



FEBRUARY 25, 2021, FDEP PERMITTING SET



REVISION	DATE

CITY OF FRUITLAND PARK
**URICK STREET FORCEMAIN
EXTENSION**

KEY MAP



**BESH
HALFF**

Office: 352.343.8481
Tallahassee, Florida 32378
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	NOVEMBER 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	TEM
JOB NO.:	081040.0077
FILE NAME:	Sheet 2

Troy Mitchell, P.E.
Registered Eng 60190

UTILITY GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO LAKE COUNTY AND THE CITY OF FRUITLAND PARK STANDARDS.
- THE CONTRACTOR SHALL ENSURE ALL NECESSARY PERMITS ARE IN HAND BEFORE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SATISFYING ALL REQUIREMENTS OF REGULATORY AGENCY PERMITS IN REGARD TO CONSTRUCTION ACTIVITIES AND CONDITIONS STATED THEREIN.
- UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS OR IN THE SPECIFICATIONS, ALL ITEMS NOTED TO BE REMOVED SHALL REMAIN THE PROPERTY OF CITY OF FRUITLAND PARK (OWNER). ALL ITEMS REMOVED SHALL BE STORED BY THE CONTRACTOR ON-SITE AS DIRECTED BY THE OWNER OR ENGINEER.
- LIMITS OF CONSTRUCTION FOR THIS PROJECT SHALL BE THE AREA SHOWN WITHIN THE PROPERTY BOUNDS. IF PERMITTED BY THE OWNER, SPOIL AREAS SHALL BE AS INDICATED ON THE DRAWINGS. CONSTRUCTION STORAGE AREAS FOR THE CONTRACTOR ARE AS DESIGNATED ON THE SITE PLAN.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES SHOWN AND NOT SHOWN PRIOR TO ANY CONSTRUCTION. ANY CONFLICTS OR DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED PERMITS PRIOR TO INITIATING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR HORIZONTAL AND VERTICAL CONTROL DATA.
- NO DEVIATIONS FROM THESE PLANS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
- ALL PIPING ABOVE GRADE SHALL UTILIZE FLANGED CONNECTIONS.
- UTILITY SEPARATION SHALL BE AS REQUIRED IN CHAPTER 62-555.314 F.A.C.
- WHERE A CONNECTION IS TO BE MADE IN THE FIELD TO AN EXISTING PIPE, THE CONTRACTOR WILL EXCAVATE THE AREA TO VERIFY THE TYPE OF PIPE AND THE PIPE SIZE, AND OBTAIN THE OWNER'S APPROVAL OF THE PROPOSED METHOD OF CONNECTION PRIOR TO ORDERING AND INSTALLING MATERIALS.
- ALL WATER OR SEWER SERVICE CONNECTIONS, INTERRUPTIONS OR RELOCATION'S SHALL BE COORDINATED IN ADVANCE WITH FIELD REPRESENTATIVES OF THE CITY OF FRUITLAND PARK.
- CONTRACTOR SHALL PROVIDE TEMPORARY THRUST RESTRAINT, BRACING, TEST PLUGS AND/OR OTHER DEVICES NECESSARY TO SUCCESSFULLY COMPLETE PRESSURE TESTING OF ALL PRESSURE PIPING SYSTEMS.
- ALL BURIED PIPING SPECIFIED TO BE PRESSURE TESTED, EXCEPT FLANGED, WELDED, OR SCREWED PIPING, SHALL BE PROVIDED WITH RESTRAINING DEVICES AT ALL DIRECTION CHANGES, UNLESS OTHERWISE NOTED. SEE THRUST RESTRAINT SPECIFICATION DETAILS AND NOTES.
- ALL AREAS WHERE LANDSCAPING, SOD, OR IRRIGATION HAS BEEN REMOVED OR DISTURBED BY CONTRACTOR'S OPERATIONS SHALL BE RESODDED, LANDSCAPED, OR REPAIRED WITH LIKE KIND.
- ALL EXISTING PROPERTY, FENCING, DRIVEWAYS, PIPING, SIDEWALKS, SIGNS AND OTHER ITEMS SHALL BE RESTORED TO ORIGINAL LINE AND GRADE UNLESS APPROVED BY THE ENGINEER. ACCESS TO ADJOINING PROPERTY ALONG THE PROPOSED ROUTE SHALL BE MAINTAINED AT ALL TIMES.
- THE SHOWN LOCATIONS OF RIGHTS-OF-WAY AND UTILITIES ARE APPROXIMATE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO EXACTLY LOCATE ALL RIGHTS-OF-WAY AND UTILITY LINES IN THE CONSTRUCTION AREA PRIOR TO EXCAVATION. ANY DAMAGE TO ANY EXISTING UTILITY, STRUCTURE OR SERVICE SHALL BE REPAIRED, AT THE CONTRACTOR'S EXPENSE, IN A MANNER APPROVED BY THE RESPECTIVE UTILITY OWNER.
- TRAFFIC SHALL BE MAINTAINED AT ALL TIMES AS PER FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ROADWAY AND TRAFFIC DESIGN STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- REMOVAL OF TREES GREATER THEN 4-INCH BASAL DIAMETER SHALL BE ONLY AS DIRECTED BY THE OWNER/ENGINEER. CONTRACTOR SHALL LIMIT TO A MINIMUM THE AMOUNT OF TREE REMOVAL, CLEARING AND GRUBBING REQUIRED BY TRIMMING TREES WHEREVER POSSIBLE.
- CONTRACTOR SHALL NOTIFY AND COORDINATE WITH AFFECTED PROPERTY OWNERS AND OWNER/ENGINEER ONE WEEK IN ADVANCE OF TREE CLEARING AND GRUBBING. ALL DEBRIS FROM TREE CLEARING AND GRUBBING SHALL BE REMOVED.
- CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE, ELEVATIONS AND ALIGNMENT FOR FUTURE CONNECTIONS AS SHOWN ON THE DRAWINGS.
- WHERE MINIMUM SEPARATIONS BETWEEN UTILITIES IS REQUIRED, THE DISTANCE MEASURED IS FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
- ALL PIPING AND/OR APPURTENANCES CONNECTING TO ADJACENT CONSTRUCTION SHALL BE PLUGGED IF ADJACENT WORK HAS NOT BEEN COMPLETED.
- THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AT ALL INTERSECTIONS OF PROPOSED WORK AND EXISTING UTILITIES. THE EXPLORATORY EXCAVATIONS SHALL BE MADE 48 HOURS IN ADVANCE OF THE WORK. IF THERE IS A POTENTIAL CONFLICT, THE CONTRACTOR IS TO NOTIFY THE ENGINEER IMMEDIATELY. INFORMATION ON THE OBSTRUCTION TO BE FURNISHED BY THE CONTRACTOR SHALL INCLUDE: LOCATION, ELEVATION, UTILITY TYPE, MATERIAL AND SIZE.
- THE CONTRACTOR PRIOR TO EXCAVATING IN THE VICINITY OF A GAS PIPELINE SHALL NOTIFY THE GAS UTILITY OWNER IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES, PROTECTION OF UNDERGROUND PIPELINES, F.S. 553.851, CH. 77-143.
- FORCE MAIN SHALL HAVE A MINIMUM OF 36 INCHES COVER OVER TOP OF PIPE. COVER SHALL VARY TO PROVIDE UNIFORM GRADIENT OR SLOPE TO PIPE. WHERE THIS MINIMUM COVER CANNOT BE MAINTAINED BECAUSE OF EXISTING STRUCTURES OR CONDITIONS, D.I.P. CLASS 52 ENCASED IN CONCRETE SHALL BE USED UNTIL THE REQUIRED COVER IS REGAINED.
- CONTRACTOR TO COORDINATE OPEN CUTTING OF EXISTING DRIVEWAYS WITH PROPERTY OWNERS SO AS TO MINIMIZE IMPACTS AND MAINTAIN ACCESS AT ALL TIMES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING LANE/ROAD CLOSURE INFORMATION TO ALL LOCAL EMERGENCY SERVICE AGENCIES A MINIMUM OF 24 HOURS PRIOR TO SAID CLOSURES.
- THE SITE WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 2010 FLORIDA FIRE PREVENTION CODES.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE GIVEN TO THE CONTRACTOR AS A CONVENIENCE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS TO THOSE UTILITIES WITH THE UTILITY OWNERS. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED IN THE FIELD BY UTILITY COMPANY. THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY OWNER DURING A RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF SAID UTILITIES, SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION SHALL BE ALLOWED.
- ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER IN WRITING, WITHIN 48 HOURS OF DISCOVERY. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO SUCH DIFFERING CONDITIONS WILL BE ALLOWED IF THEY FAIL TO PROVIDE WRITTEN NOTIFICATION.
- ALL WORK SHALL BE OPEN TO AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE OWNER, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER AND REGULATORY AGENCIES. ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO REQUIRED INSPECTIONS.
- ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL SHALL BE REPORTED TO THE ENGINEER/OWNER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY ENGINEER/OWNER.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ENGINEERING AND AGENCY APPROVAL PRIOR TO PROCUREMENT OF MATERIALS.
- CONTRACTOR TO SUBMIT COPIES OF ALL TESTING REPORTS TO THE OWNER AND ENGINEER FOR ACCEPTANCE AND CERTIFICATIONS.
- ANY PUBLIC LAND CORNER, WITHIN THE LIMITS OF CONSTRUCTION, IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT YET BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER WITHOUT DELAY. DISTURBED MONUMENTATION SHALL BE RESTORED BY A FLORIDA LICENSED LAND SURVEYOR AT CONTRACTOR'S EXPENSE.
- ALL AREAS WHERE PAVEMENT, BUILDING SLABS, FOUNDATIONS, UTILITIES, CONDUIITS, AND/OR UTILITY STRUCTURES HAVE BEEN REMOVED SHALL BE BACKFILLED WITH SELECT BACKFILL MATERIAL. ALL SELECT BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED PER THE REQUIREMENTS OF THE LOCAL JURISDICTION.
- DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL TAKE SPECIAL CARE AND PROVIDE ADEQUATE PROTECTION IN ORDER TO MINIMIZE DAMAGE TO VEGETATION, SURFACED AREAS, AND STRUCTURES WITHIN R/W, EASEMENTS, AND ADJOINING PROPERTIES, AND TAKE FULL RESPONSIBILITY FOR THE REPLACEMENT OR REPAIR THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL MAKE GOOD ALL DAMAGE TO PAVEMENT, BUILDINGS, TELEPHONE OR OTHER CABLES, SANITARY PIPES, OR OTHER STRUCTURES BEYOND THE LIMITS OF THIS PROJECT WHICH MAY BE ENCOUNTERED WHETHER OR NOT SHOWN ON THE DRAWINGS.
- TEMPORARY FACILITIES: THE CONTRACTOR SHALL FURNISH SANITARY SEWER, WATER AND ELECTRIC POWER AS REQUIRED FOR THE CONSTRUCTION ACTIVITIES SHOWN IN THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL TEMPORARY CONNECTIONS AND FOR REMOVING SAME CONNECTIONS AT COMPLETION OF THE PROJECT.
- ALL HYDROSTATIC TEST SHALL BE IN ACCORDANCE WITH AWWA C600 FOR DUCTILE IRON PIPE AND C605/M23 FOR PVC PIPE.
- ALL OFFSITE PIPING BELOW GRADE SHALL UTILIZE RESTRAINED MECHANICAL JOINT CONNECTIONS, AND BE RESTRAINED IN ACCORDANCE WITH THE ATTACHED THRUST RESTRAINT TABLE.
- ALL ONSITE PIPING BELOW GRADE SHALL BE RESTRAINED MECHANICAL JOINT.
- IN THE EVENT THAT THE POTABLE WATER SYSTEM IS CONTAMINATED (I.E., WATER DOES NOT MEET FEDERAL AND STATE REQUIREMENTS) DUE TO CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL BE RESPONSIBLE, UNDER THE DIRECTION OF THE OWNER, OR STATE AND LOCAL REGULATORY AGENCY FOR CORRECTING ANY SUCH CONTAMINATION PROBLEM INCLUDING DISINFECTION, TESTING AND OTHER CORRECTIVE ACTION.
- THE PUBLIC WORKS DEPARTMENT MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO ANY WORK ON EXISTING CITY OF FRUITLAND PARK UTILITIES. THE CONTRACTOR MUST CONTACT, DALE BOGLE, COLLECTION AND DISTRIBUTION SUPERVISOR, AT HIS OFFICE (352) 308-5579.
- CONTRACTOR SHALL PROVIDE AN EMERGENCY CONTACT NUMBER LIST FOR KEY SITE PERSONNEL.
- ENGINEER OF RECORD REVIEWED SHOP DRAWING SUBMITTALS ARE REQUIRED FOR ALL WATER, SEWER/ RECLAIMED AND STORMWATER SYSTEMS TO BE DEDICATED TO THE CITY OF FRUITLAND PARK. TWO SETS ARE REQUIRED FOR REVIEW. ONE SET WILL BE RETURNED TO THE ENGINEER OF RECORD.
- OFF-SITE OR ROADWAY RIGHT-OF-WAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CONDITIONS OF THE APPROVED R/W PERMIT(S). A COPY OF THE APPROVED R/W PERMIT MUST BE KEPT ON-SITE AND READILY AVAILABLE DURING ALL CONSTRUCTION ACTIVITIES WITH THE R/W.
- THE PUBLIC WORKS DEPARTMENT MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO UTILITY TESTING. THE CONTRACTOR MUST CONTACT ROBB DICUS, PUBLIC WORKS DIRECTOR, AT HIS OFFICE (352) 360-6795. HYDROSTATIC TESTING SHALL BE PER THE APPLICABLE PROVISIONS AS SET FORTH IN AWWA STANDARDS (MINIMUM 150 PSI @ 2 HOURS - POTABLE/ RECLAIMED AND MINIMUM 100 PSI @ 2 HOURS -- FORCE MAINS).
- EARTHWORK, PAVEMENT AND CONCRETE CONSTRUCTION NOT SPECIFICALLY ADDRESSED BY THE CITY LDC, SHALL BE CURRENT OR YEAR 2000 FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, WHICHEVER IS MORE STRINGENT. [HTTP://WWW.DOT.STATE.FL.US/SPECIFICATIONSOFFICE/LOCALARCHIVES.HTM](http://www.dot.state.fl.us/specificationsoffice/localarchives.htm)
- COPIES OF ALL MATERIALS AND COMPACTION TESTING PER THE YEAR 2000 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MUST BE PROVIDED PRIOR TO CLOSEOUT.
- THE PUBLIC SERVICES DEPARTMENT REQUIRES A PRE-CLOSEOUT FIELD REVIEW WITH THE CONTRACTOR. THE CONTRACTOR MUST CONTACT PUBLIC WORKS DEPARTMENT AT (352) 360-6795, TO COORDINATE. ALL ISSUES IDENTIFIED AT THE FIELD REVIEW MUST BE ADDRESSED PRIOR TO PUBLIC SERVICES FINAL CLOSE OUT APPROVAL.

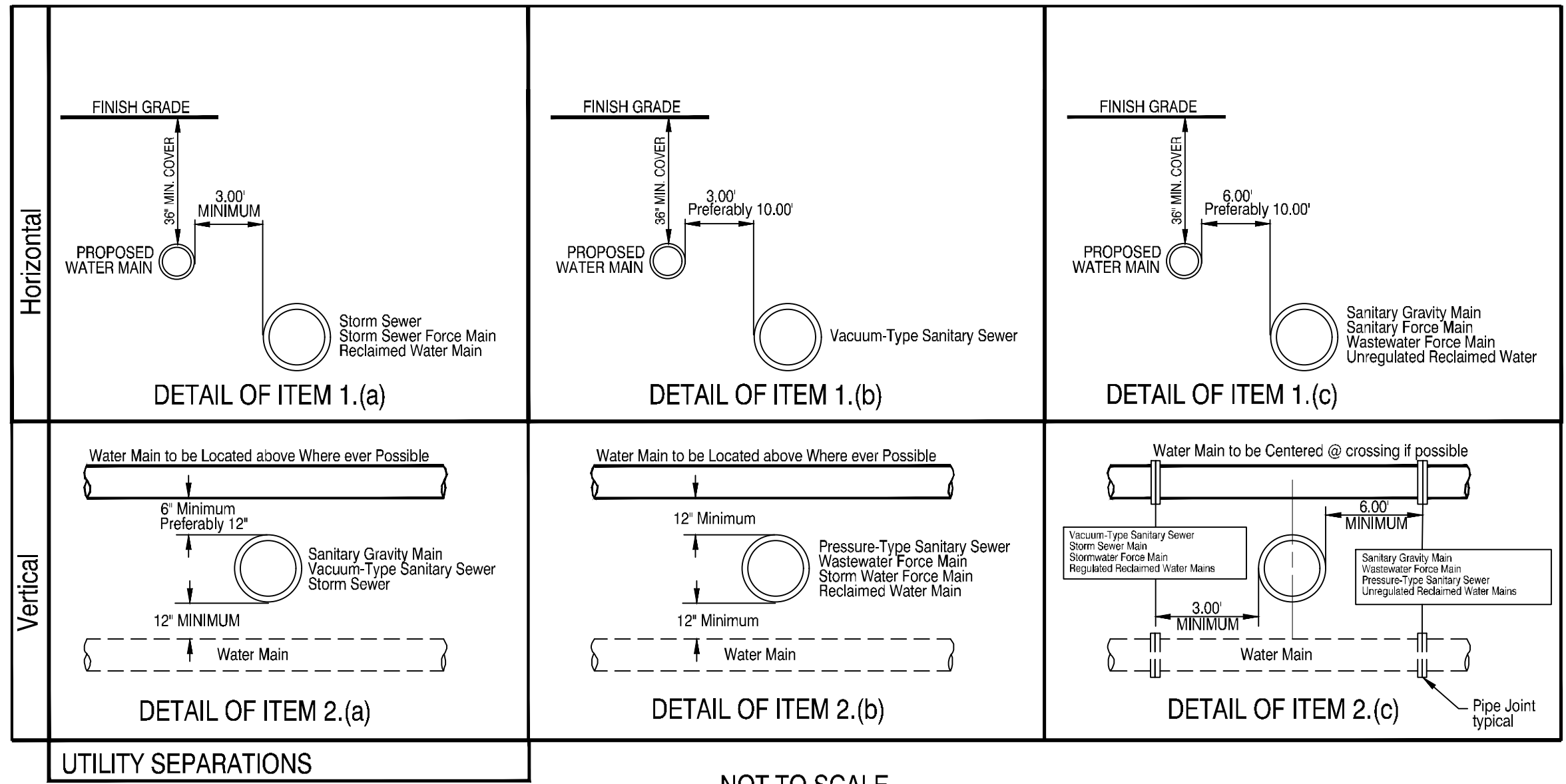
Utility Construction Notes (DEP)

62-555.314 Location of Public Water System Mains:
For the purpose of this section, the phrase "Water Mains" shall mean Mains, including treatment plant process piping, conveying either raw, partially treated, or finished drinking water, Fire Hydrant leads, and service lines that are under the control of a Public Water System and that have an inside diameter of three (3) inches or greater.

(1) Horizontal Separation Between Underground Water Mains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-site Sewage Treatment and Disposal Systems:
(a) New or relocated, underground WATER MAINS shall be laid to provide a horizontal distance of at least (3) Three Feet between the outside of the WATER MAIN and the outside of any existing or proposed Stormwater Force Main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(b) New or relocated, underground WATER MAINS shall be laid to provide a horizontal distance of at least (3) three feet, and preferably (10) Ten Feet, between the outside of the WATER MAIN and the outside of any existing or proposed vacuum-type Sanitary Sewer.
(c) New or relocated, underground WATER MAINS shall be laid to provide a horizontal distance of at least (6) Six Feet, and preferably (10) Ten Feet, between the outside of the WATER MAIN and the outside of any existing or proposed Gravity- or Pressure-type Sanitary Sewer, Wastewater Force Main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610 F.A.C. The Minimum Horizontal Separation distance between WATER MAINS and Gravity-type Sanitary Sewers shall be reduced to (3) Three Feet where the BOTTOM of the WATER MAIN is laid at least (6) Six inches above the Top of the Sewer.
(d) New or relocated, underground WATER MAINS shall be laid to provide a horizontal distance of at least (10) Ten Feet between the outside of the WATER MAIN and all parts of any existing or proposed "On-site Sewage Treatment and Disposal System" as defined in Section 381.006(5)(g), F.S. and Rule 64E-6.002, F.A.C.

(2) Vertical Separation Between Underground WATER MAINS and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, and Reclaimed Water Pipelines:
(a) New or relocated underground WATER MAINS crossing any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer shall be laid so the outside of the WATER MAIN is at least (6) Six inches, and preferably 12 inches above, or at least 12 inches below the outside of the other pipeline. However, it is preferable to lay the WATER MAIN ABOVE the other pipeline.
(b) New or relocated, Underground WATER MAINS crossing any existing or proposed pressure-type sanitary sewer, wastewater or stormwater Force Main, or Pipeline conveying reclaimed water shall be laid so the outside of the WATER MAIN is at least (12) inches ABOVE or BELOW the Outside of the other pipeline. However, it is preferable to lay the WATER MAIN above the other pipeline.
(c) At the Utility crossings described in paragraphs (a) & (b) Above, one full length of Water Main Pipe shall be centered above or below the other pipeline so the WATER MAIN Joints will be as far as possible from the other pipeline. Alternatively, at such crossings, the pipes shall be arranged so that all WATER MAIN Joints are at least (3) Three feet from all joints in Vacuum-type Sanitary Sewers, Storm Sewers, Stormwater Force Mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least (6) Six Feet from all Joints in Gravity- or Pressure-type Sanitary Sewers, Wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.
(3) Separation Between WATER MAINS and Sanitary or Storm Sewer Manholes:
(a) No WATER MAIN shall pass thru, or come into contact with any part of a Sanitary Manhole or a Storm Sewer Manhole.
(4) Separation Between Fire Hydrant Drains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, reclaimed Water Pipelines, and On-Site Sewage Treatment and Disposal Systems: New or relocated Fire Hydrants with underground Drains shall be located so that the drains are at least (3) Three Feet from any existing or proposed storm sewer, Stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; at least (3) Three Feet, and preferably (10) Ten Feet, from any existing or proposed gravity- or Pressure-type Sanitary Sewer, Wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and at least (10) Ten Feet from any existing or proposed "on-site sewage treatment and disposal system" as defined in Section 381.006(5)(g), F.S. and Rule 64E-6.002, F.A.C.
(5) Exceptions/Mitigation:
Adherence to the above Constraints and Separations in Items 1 through 4 shall be Complied to, "WITHOUT EXCEPTION". If for some reason where it is not technically feasible or Economically Sensible that Items 1 through 4 cannot be complied with, Contractor will Stop Work and Notify the Engineer of record for the appropriate solution, which will be submitted to "The Department of Environmental Protection" for APPROVAL, prior to work commencement.

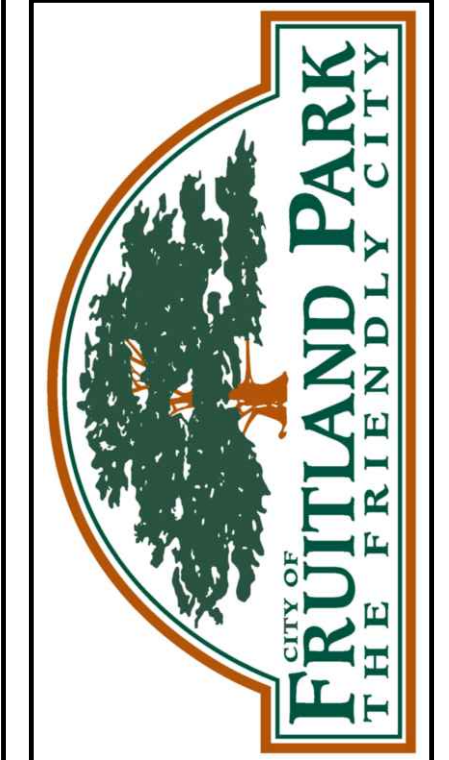
NOTE:
ALL PROPOSED PIPE UNDER ASPHALT ROADWAY SHALL BE DUCTILE IRON, EXCEPT DIRECTIONAL BORES, WHICH SHALL BE PE 3408, SDR - 11 HDPE



PIPE CLEARANCE

REVISION									
DATE									

CITY OF FRUITLAND PARK
URICK STREET FORCEMAIN EXTENSION
GENERAL NOTES

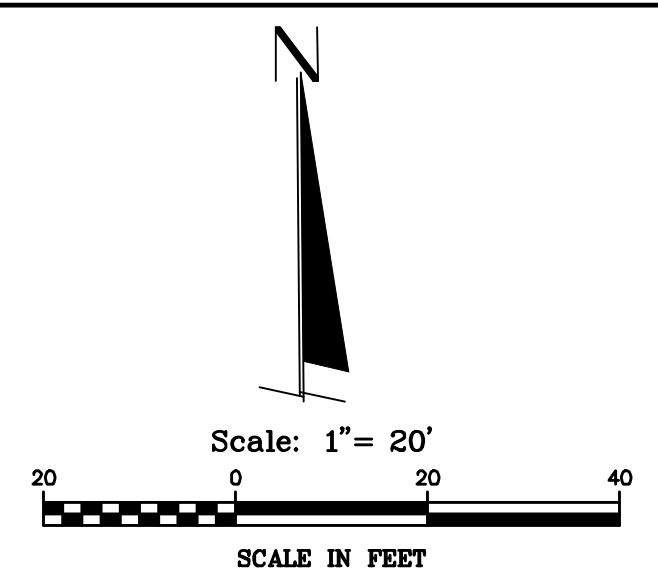
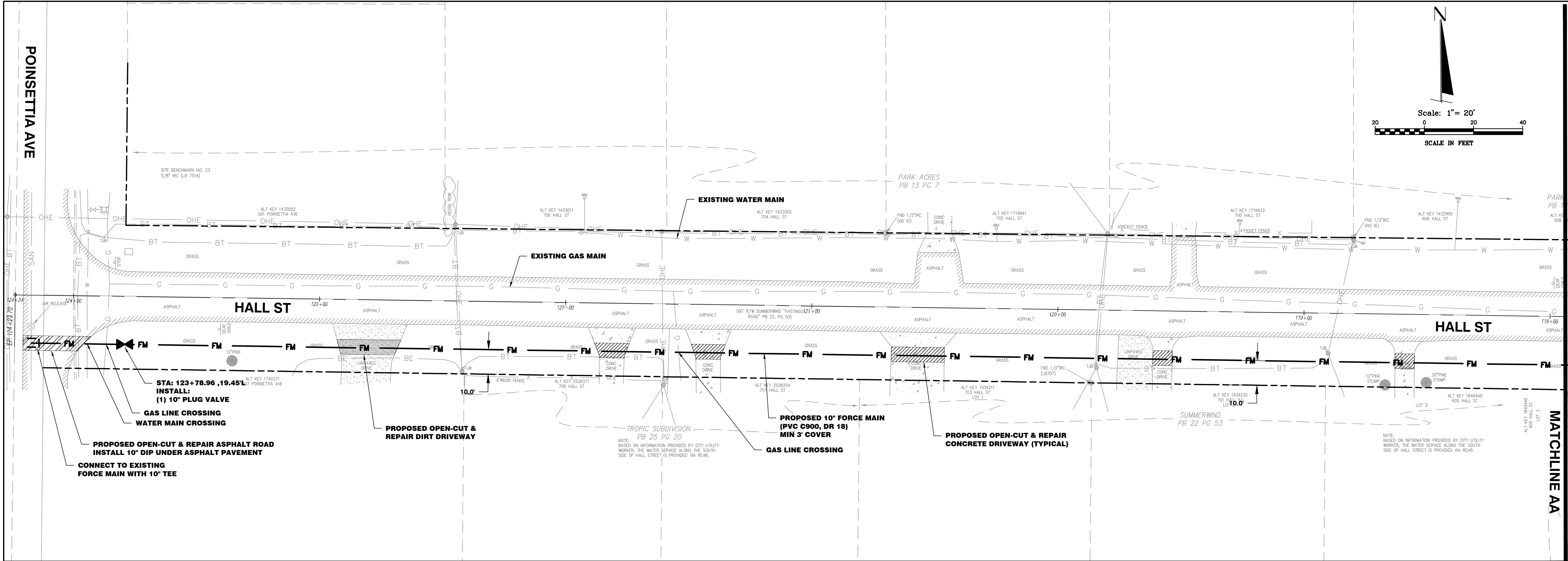


BESH HALFF
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8485
Certificate of Authorization Number: 53890

DATE:	NOVEMBER 2020
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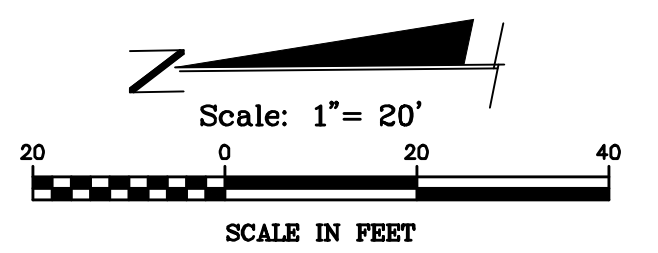
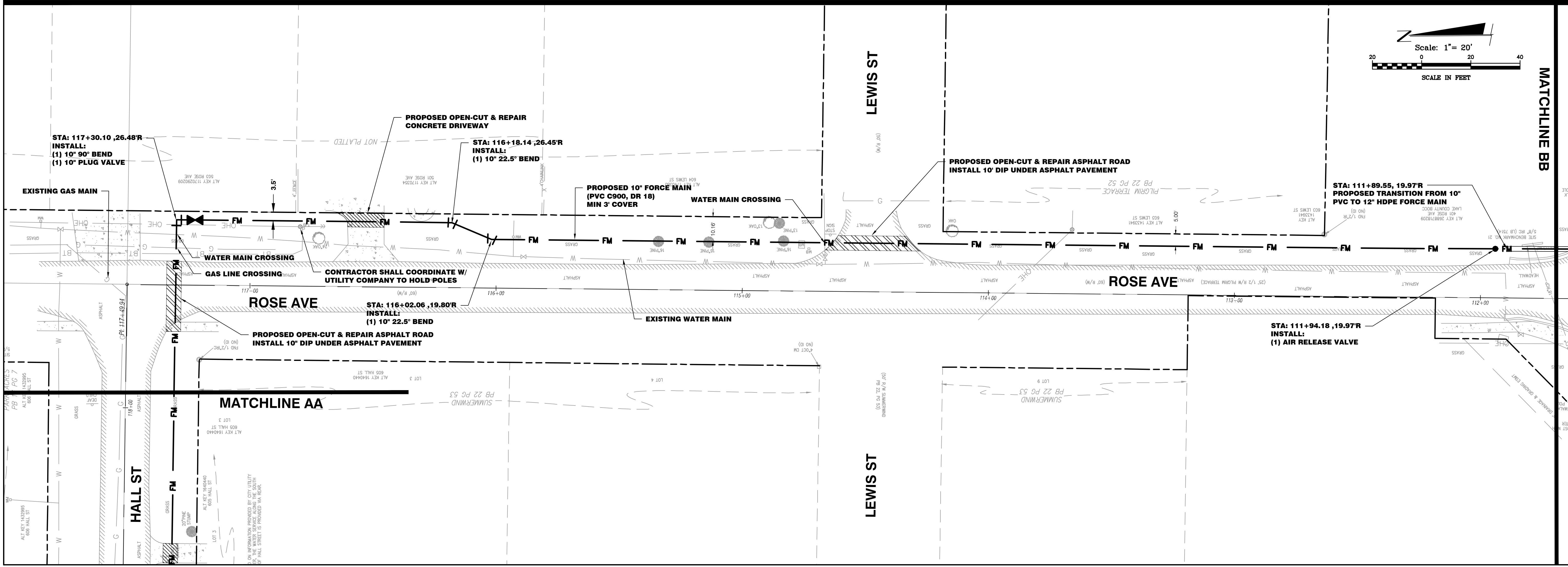
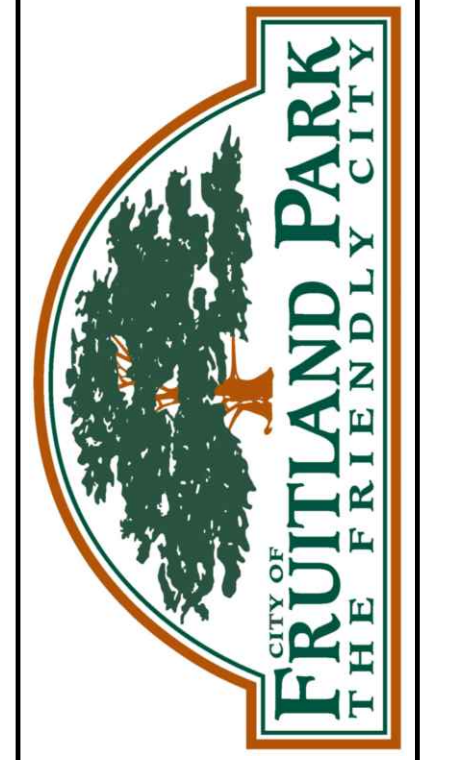
Sheet 3

Troy Mitchell, P.E.
Registered Eng 60190



REVISION	DATE	BY	CHKD	APP'D

CITY OF FRUITLAND PARK
URICK STREET FORCE MAIN
EXTENSION
PLAN SHEET
HALL STREET & ROSE AVENUE

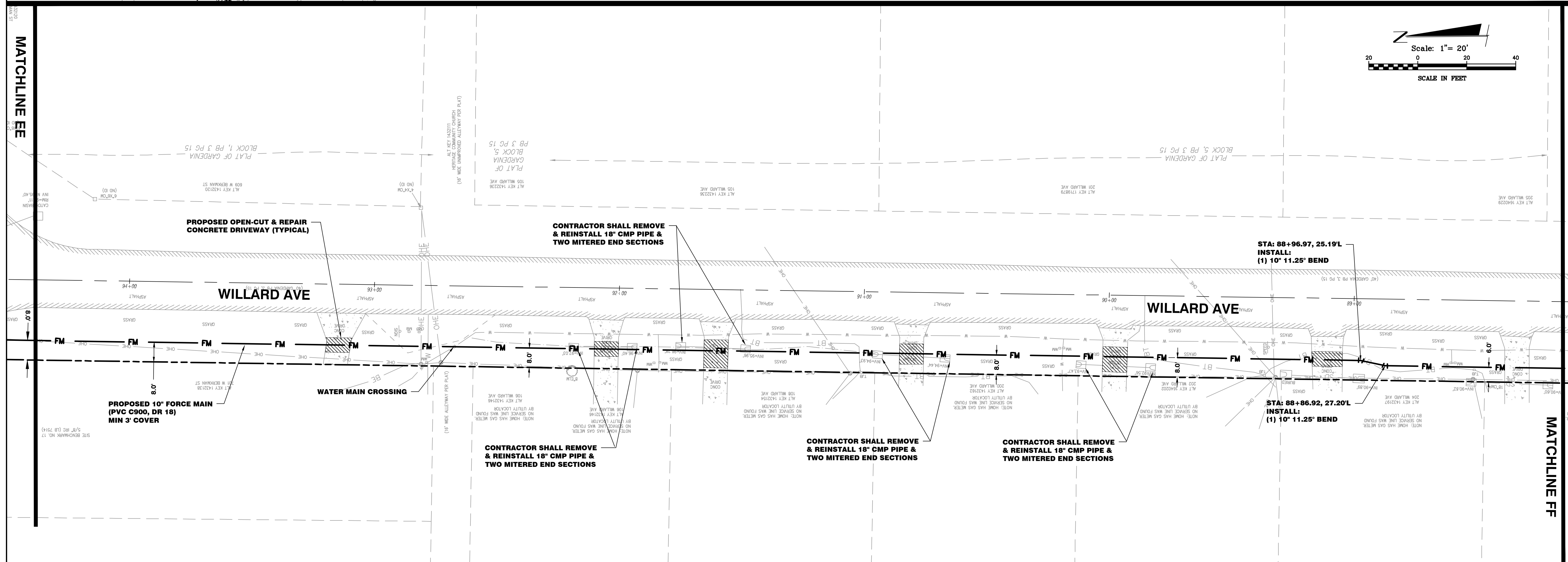
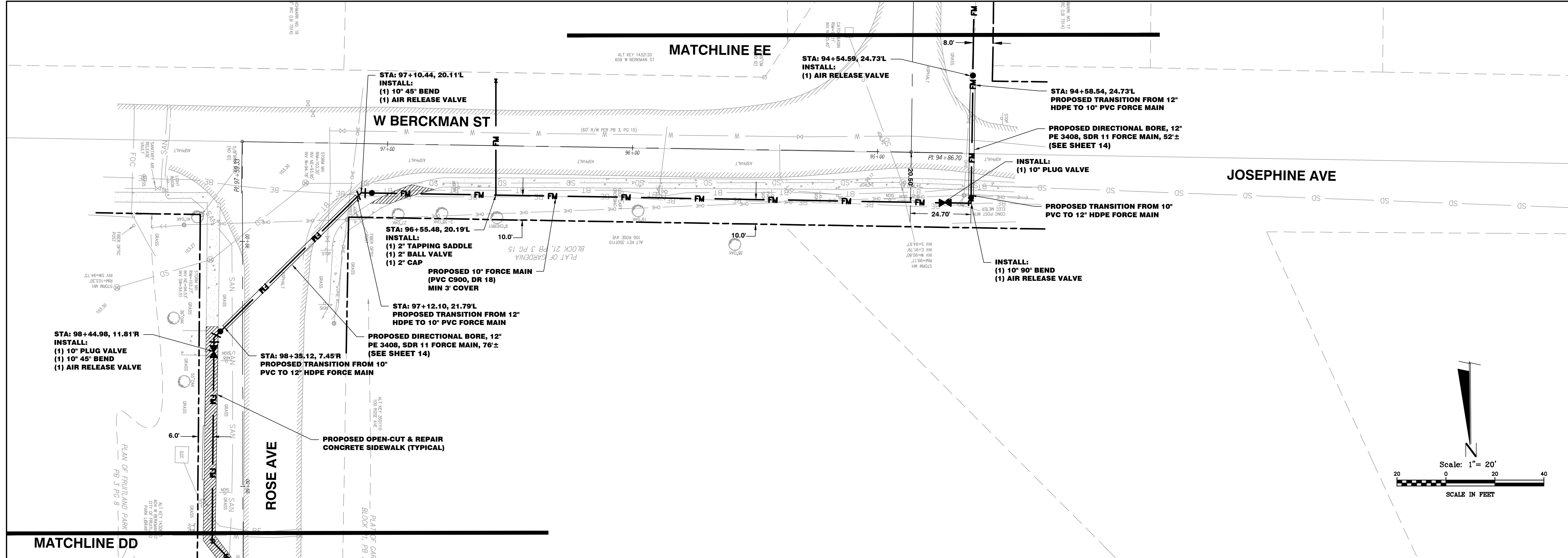


BESH HALFF

900 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8485
Certificate of Authorization Number: 33380

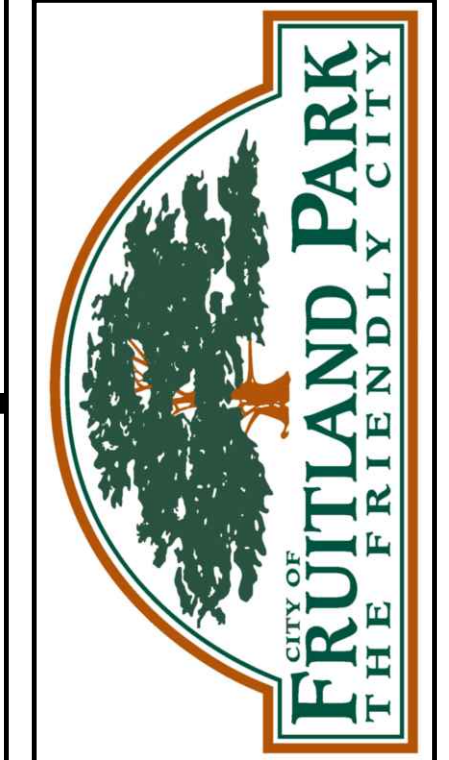
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Troy Mitchell, P.E.
Registered Eng 60190



REVISION	DATE

CITY OF FRUITLAND PARK
**URICK STREET FORCE MAIN
 EXTENSION**
 PLAN SHEET
BERCKMAN ST & WILLARD AVE

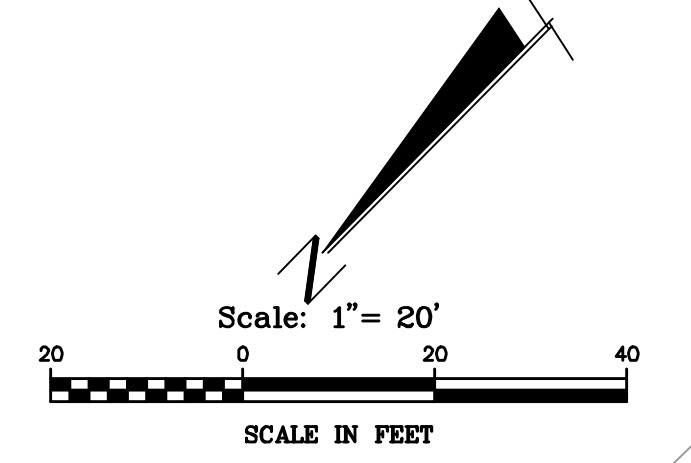
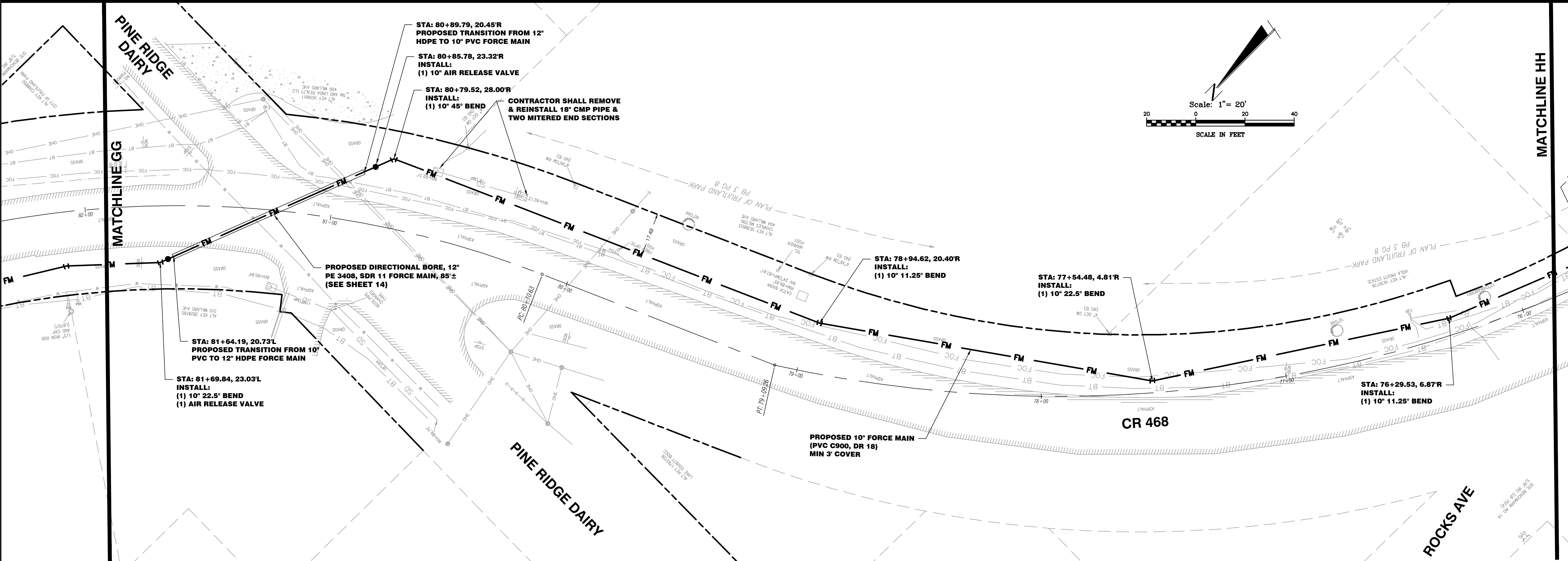
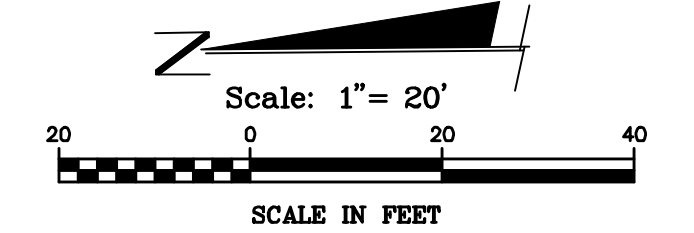
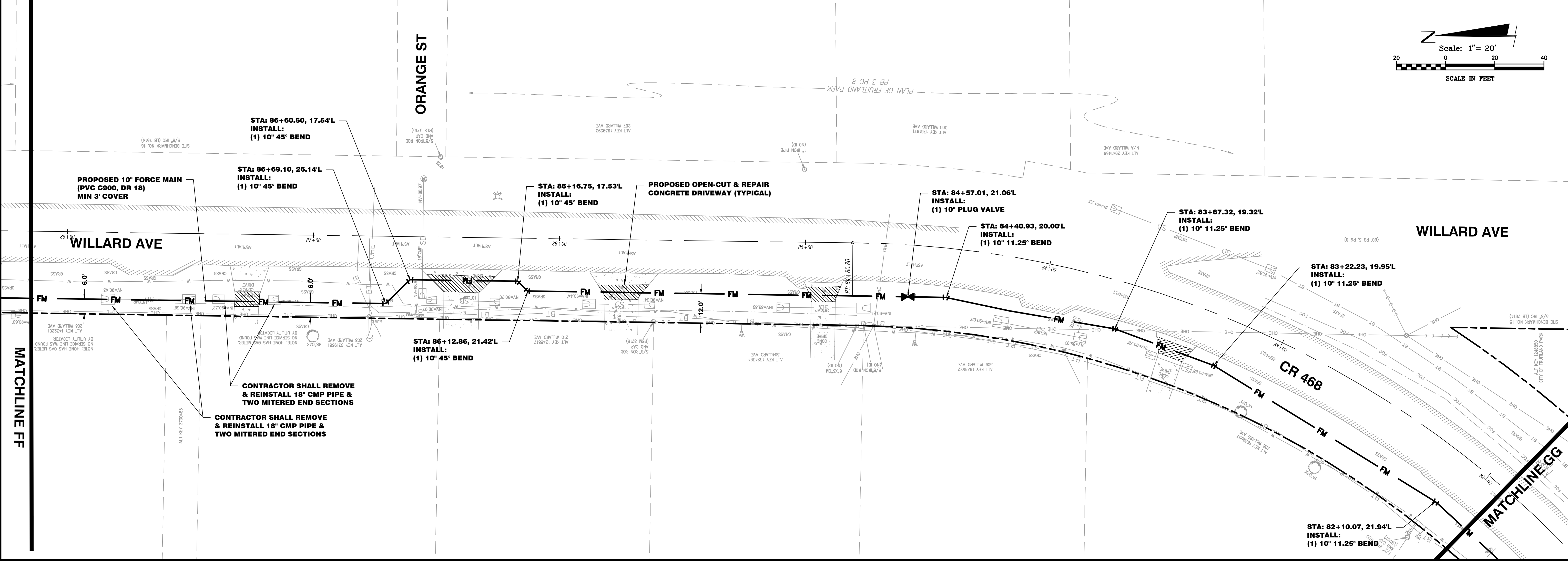


**BESH
 HALFF**

Office: 352.343.8481
 902 North Sinclair Ave.
 Tallahassee, Florida 32378
 Certificate of Authorization Number: 53380

DATE:	NOVEMBER 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
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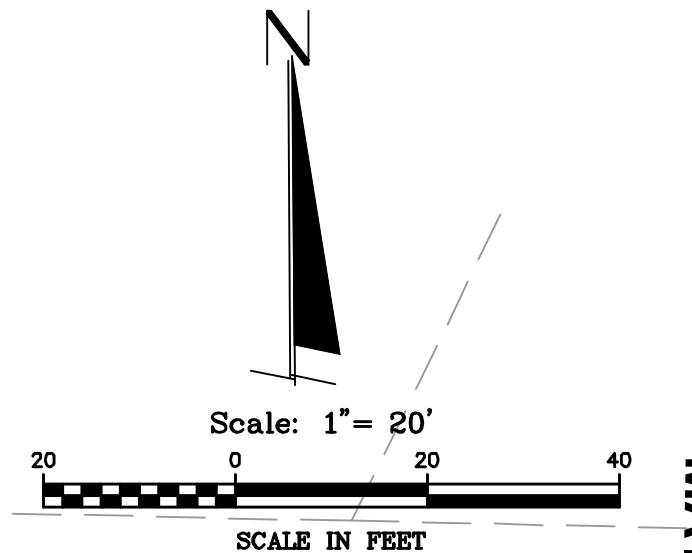
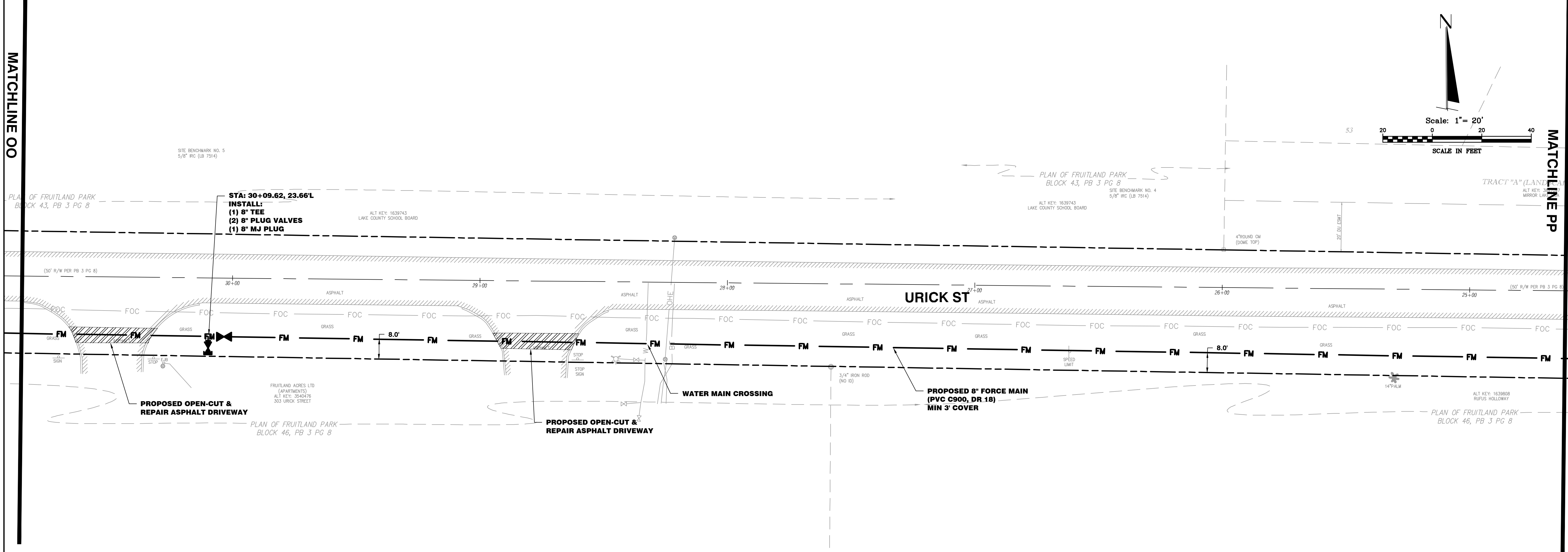
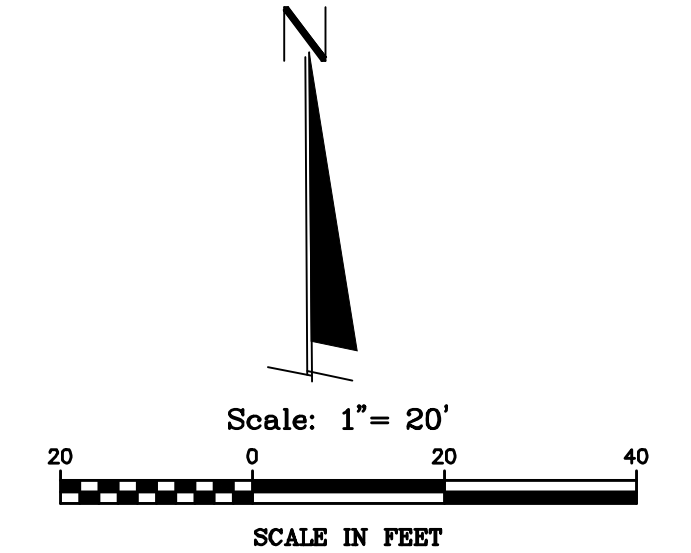
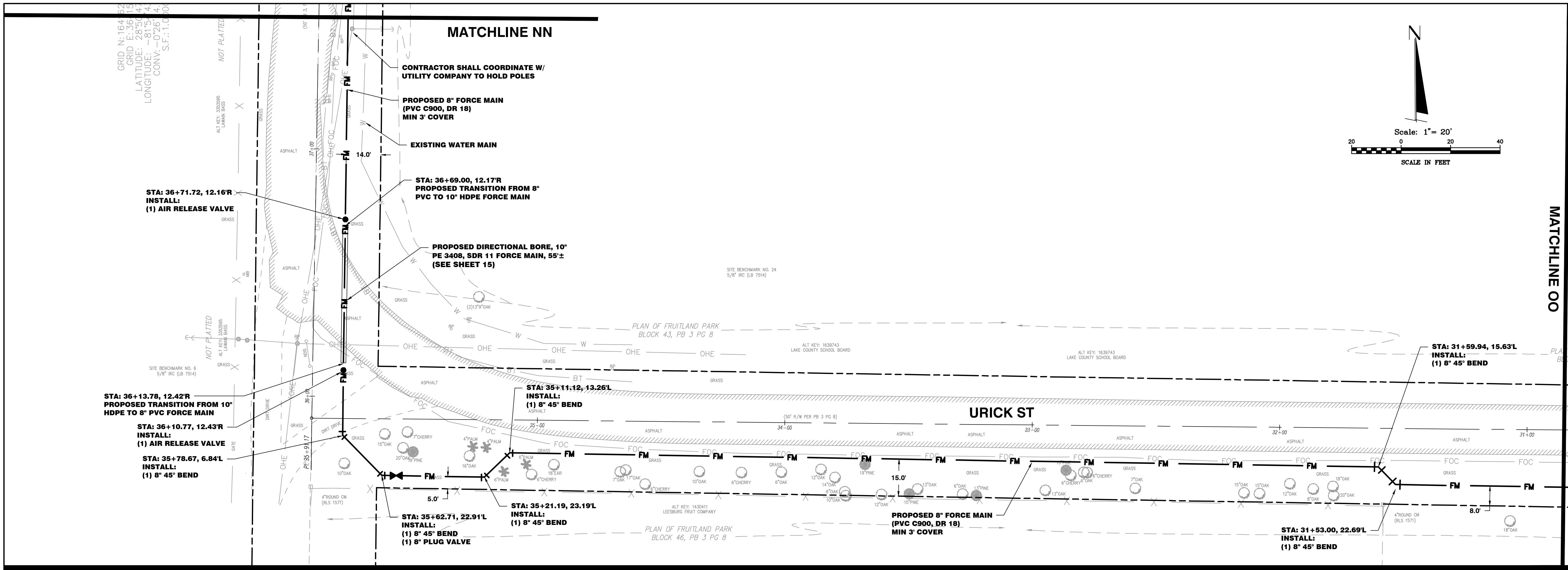
CITY OF FRUITLAND PARK
**URICK STREET FORCE MAIN
 EXTENSION**
 PLAN SHEET
WILLARD AVE & CR 468



**BESH
 HALFF**
 902 North Sinclair Ave.
 Tallahassee, Florida 32376
 Office: 352.343.5481
 Fax: 352.343.5495
 Certificate of Authorization Number: 35380

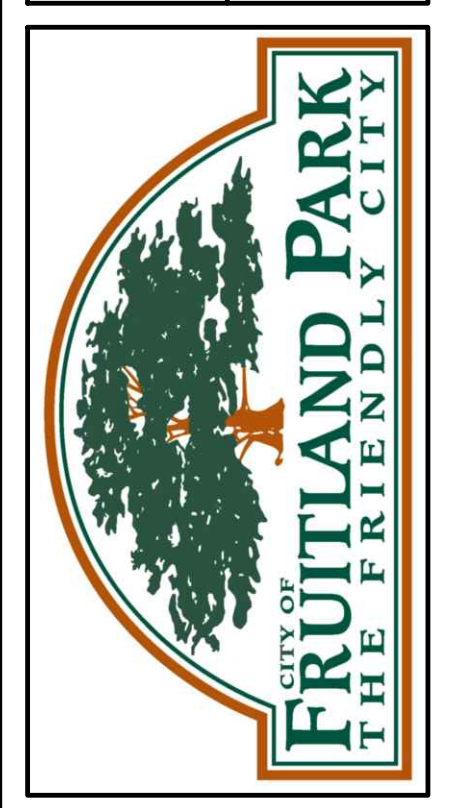
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DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	TEM
JOB NO.:	081040.0077
FILE NAME:	

Sheet 7
 Troy Mitchell, P.E.
 Registered Eng 60190



REVISION	1	2	3	4	5	6	7	8
DATE								

CITY OF FRUITLAND PARK
**URICK STREET FORCE MAIN
EXTENSION**
**PLAN SHEET
URICK ST**



**BESH
HALFF**

502 North Shields Ave
Fruitland, PA 17278
Office: 855.343.8481
Phone: 855.343.8485
Certificate of Authorization Number: 33390

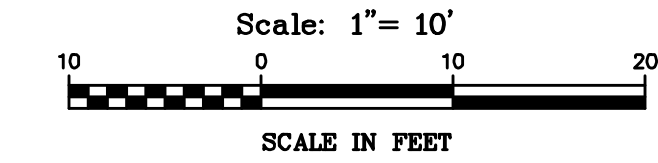
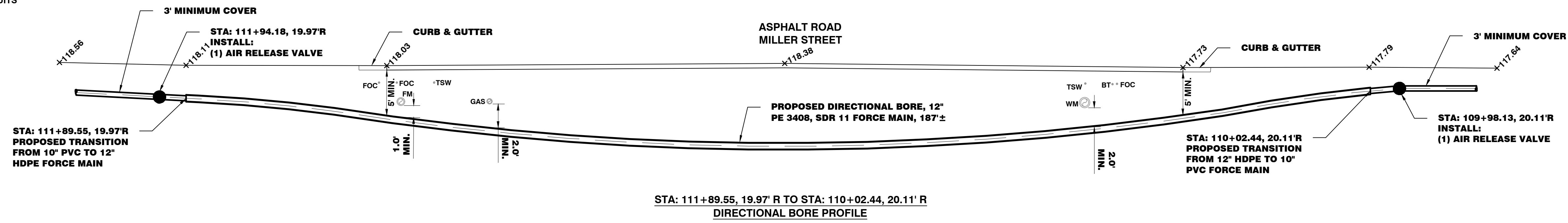
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DESIGNED BY:	BJ
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CHECKED BY:	TEM
JOB NO.:	081040.0077
FILE NAME:	

Sheet 11

Troy Mitchell, P.E.
Registered Eng 60190

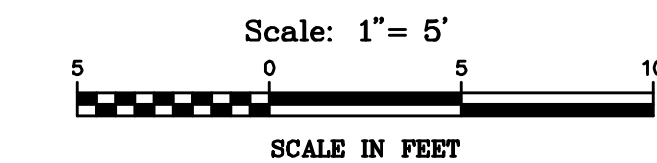
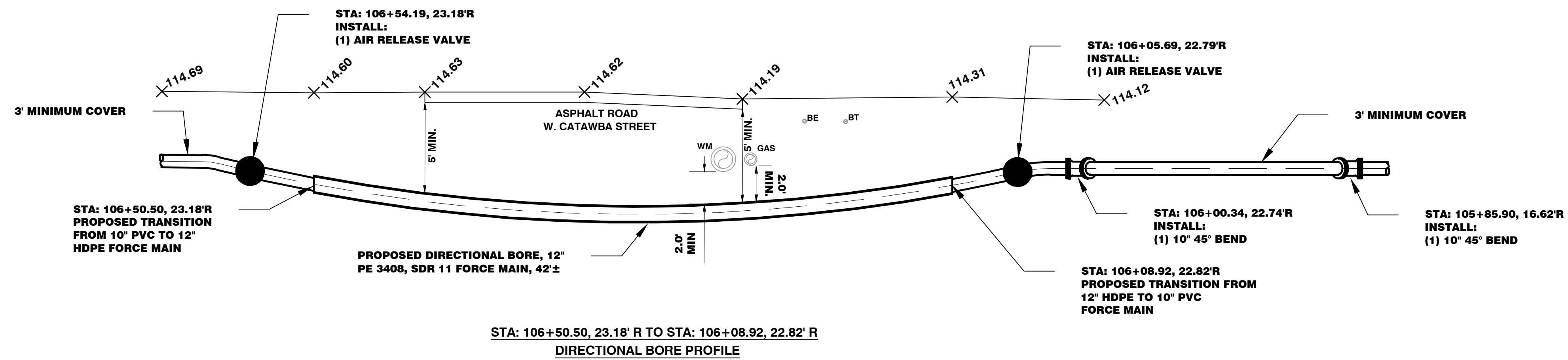
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 FOC = FIBER OPTIC CABLE
 TSW = TRAFFIC CONTROL CONDUITS
 BT = BURIED TELEPHONE
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 FM = FORCE MAIN
 WM = WATER MAIN

NOTE:
 CONTRACTOR TO VERIFY THE LOCATION AND DEPTH
 OF ALL THE UTILITIES PRIOR TO THE CONSTRUCTION.



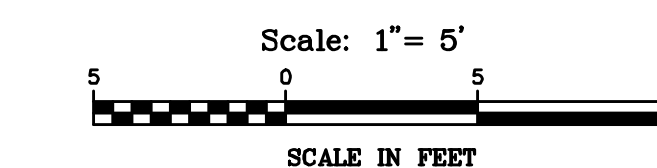
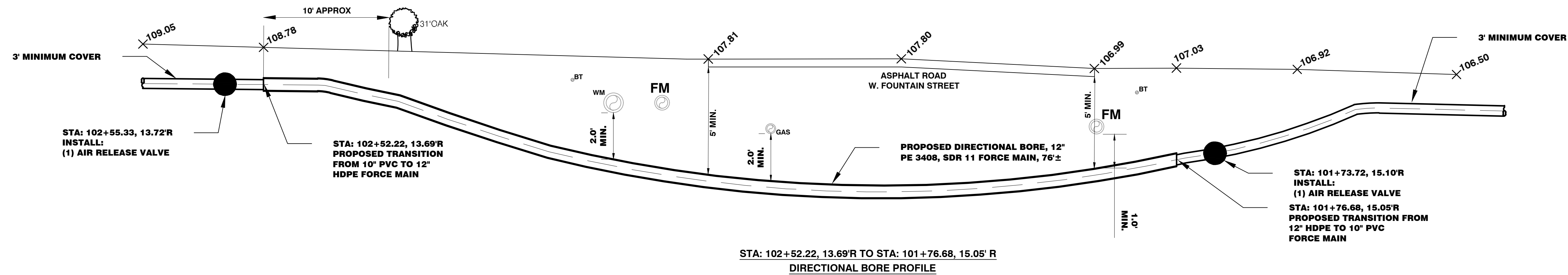
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REVISION									
DATE									

CITY OF FRUITLAND PARK
 URICK STREET FORCE MAIN
 EXTENSION
 DIRECTIONAL BORE
 PROFILES



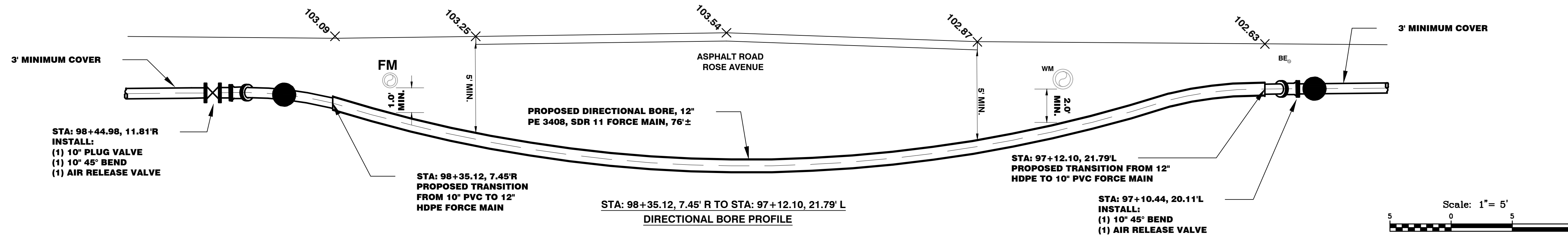
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FILE NAME:	

Sheet 13

Troy Mitchell, P.E.
 Registered Eng 60190

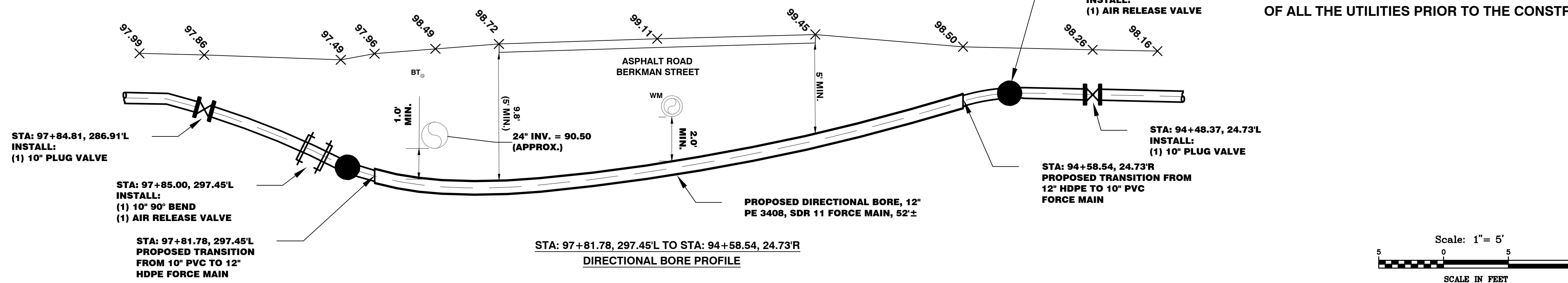
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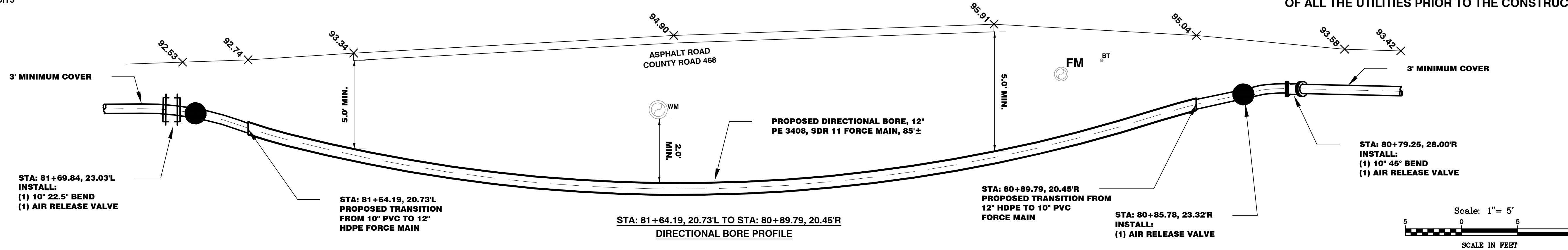
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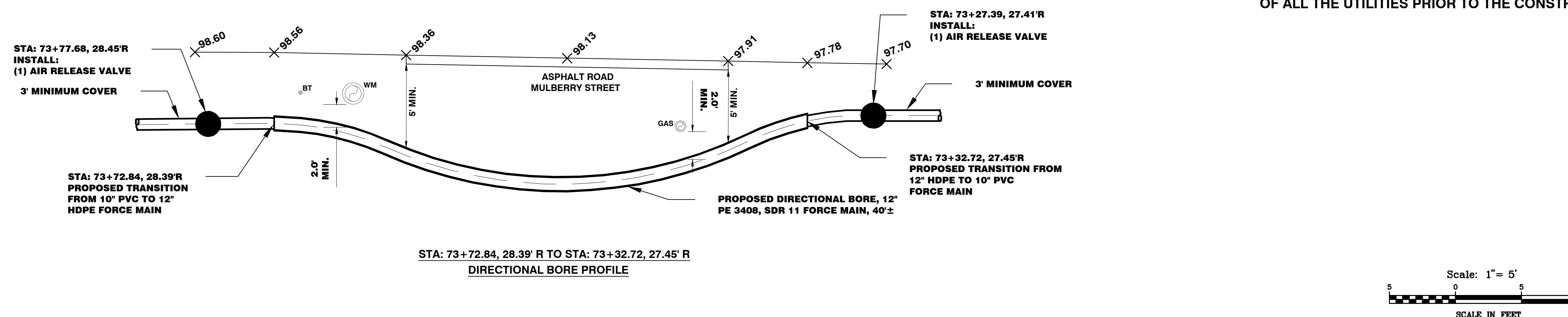
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REVISION									
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CITY OF FRUITLAND PARK
 URICK STREET FORCE MAIN
 EXTENSION
 DIRECTIONAL BORE
 PROFILES



BESH HALFF
 Office: 565 S.W. 8th Ave
 Tallahassee, Florida 32310
 Certificate of Authorization Number: 33390

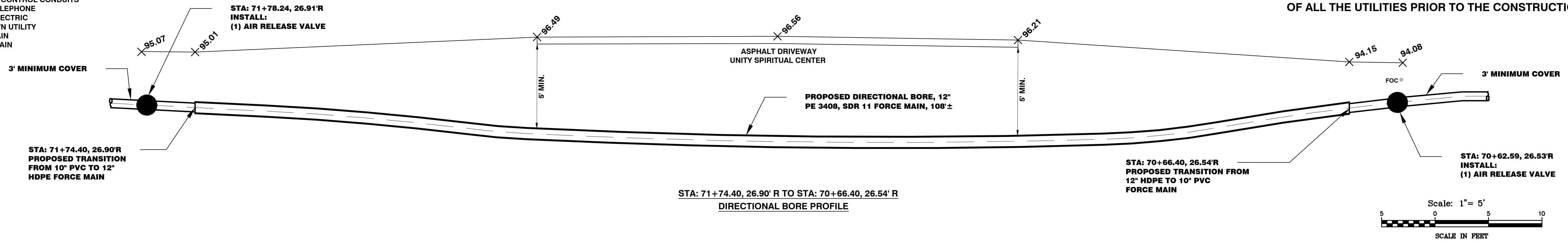
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CHECKED BY:	TEM
JOB NO.:	081040.0077
FILE NAME:	

Sheet 14

Troy Mitchell, P.E.
 Registered Eng 80190

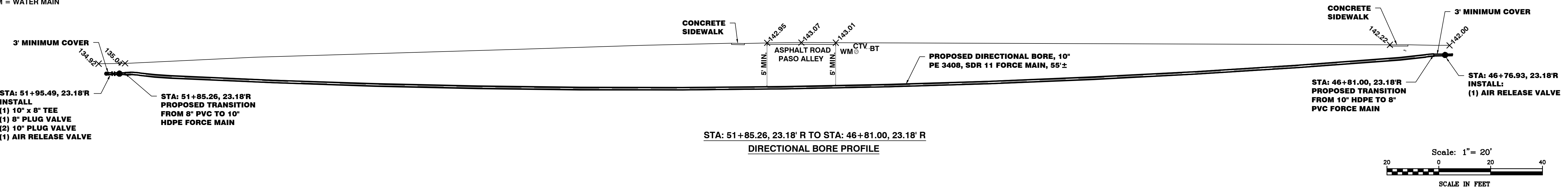
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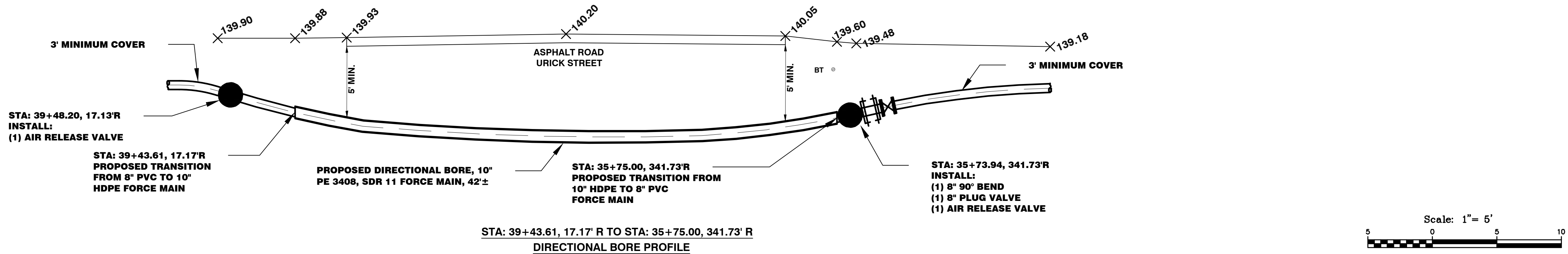
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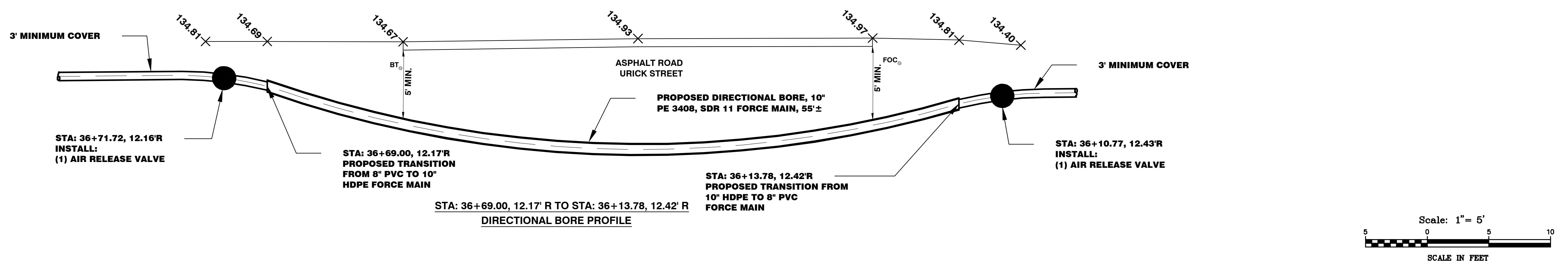
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REVISION							
DATE							

CITY OF FRUITLAND PARK
 URICK STREET FORCEMAIN
 EXTENSION
 DIRECTIONAL BORE
 PROFILES

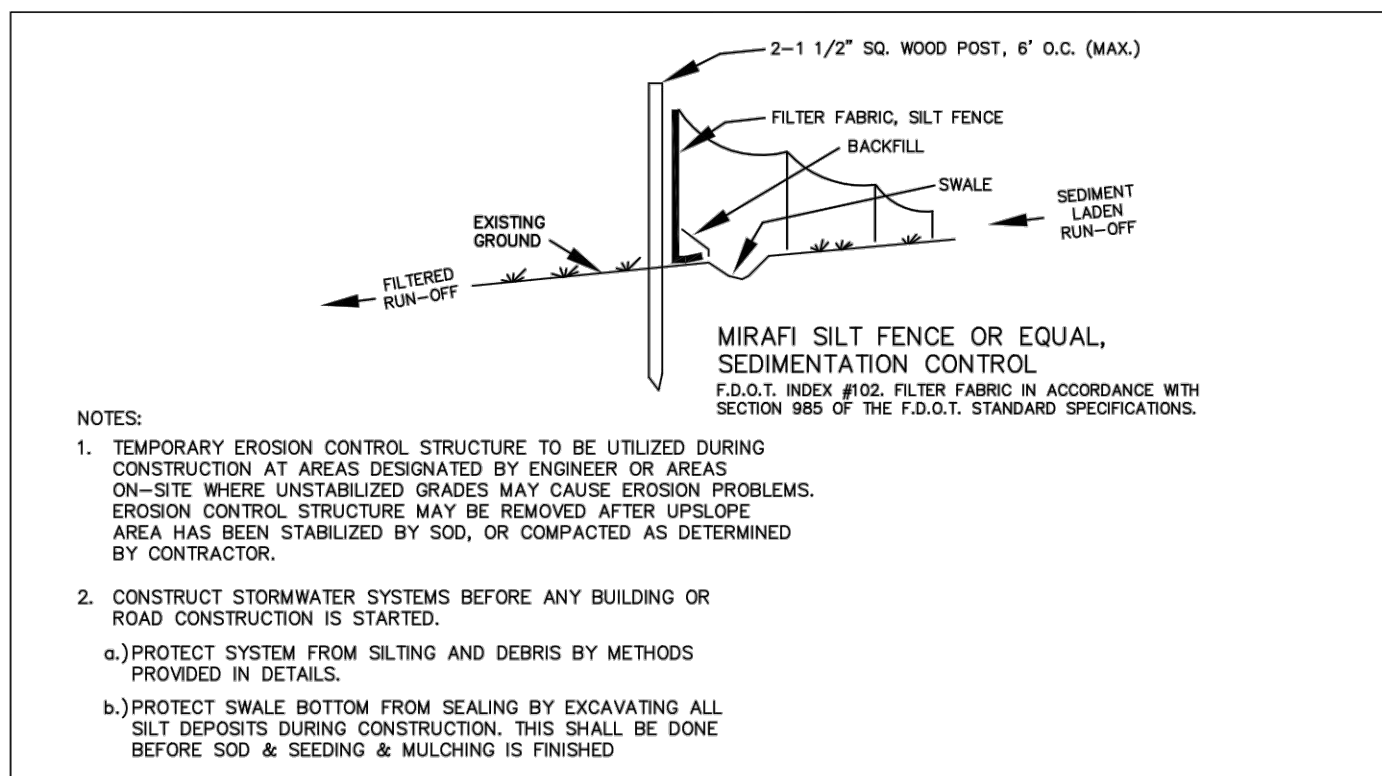


BESH HALFF
 Office: 352.343.8481
 Fax: 352.343.8485
 902 North Sinclair Ave.
 Tallahassee, Florida 32378
 Certificate of Authorization Number: 33380

DATE:	NOVEMBER 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
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JOB NO.:	081040.0077
FILE NAME:	

Sheet 15

Troy Mitchell, P.E.
 Registered Eng 60190



EROSION CONTROL STRUCTURE

NOT TO SCALE

THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.

PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES.

TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICALLY EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENTY IN LIEU OF PERMANENT MEASURES.

EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.

NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

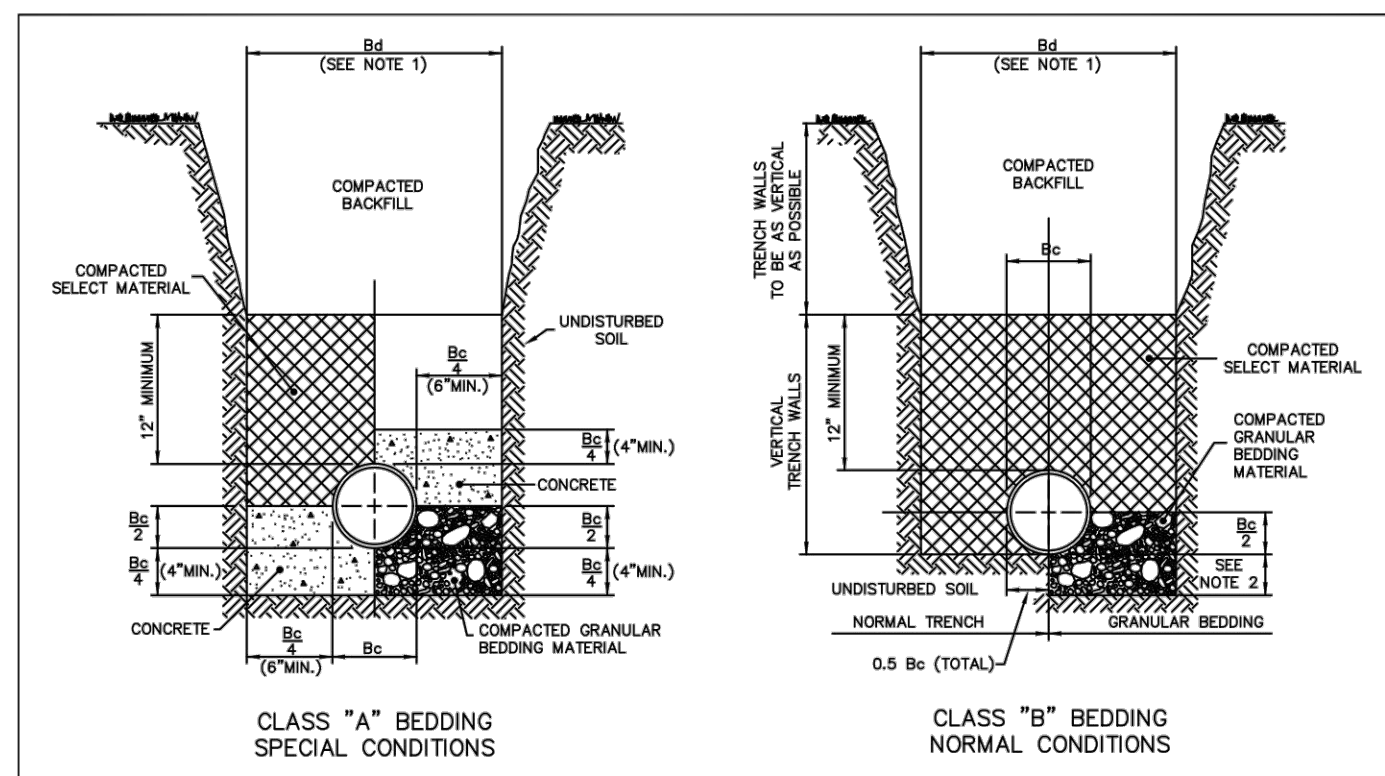
MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEDED.

City of Fruitland Park Standard Details

JANUARY 2020

Detail G-1



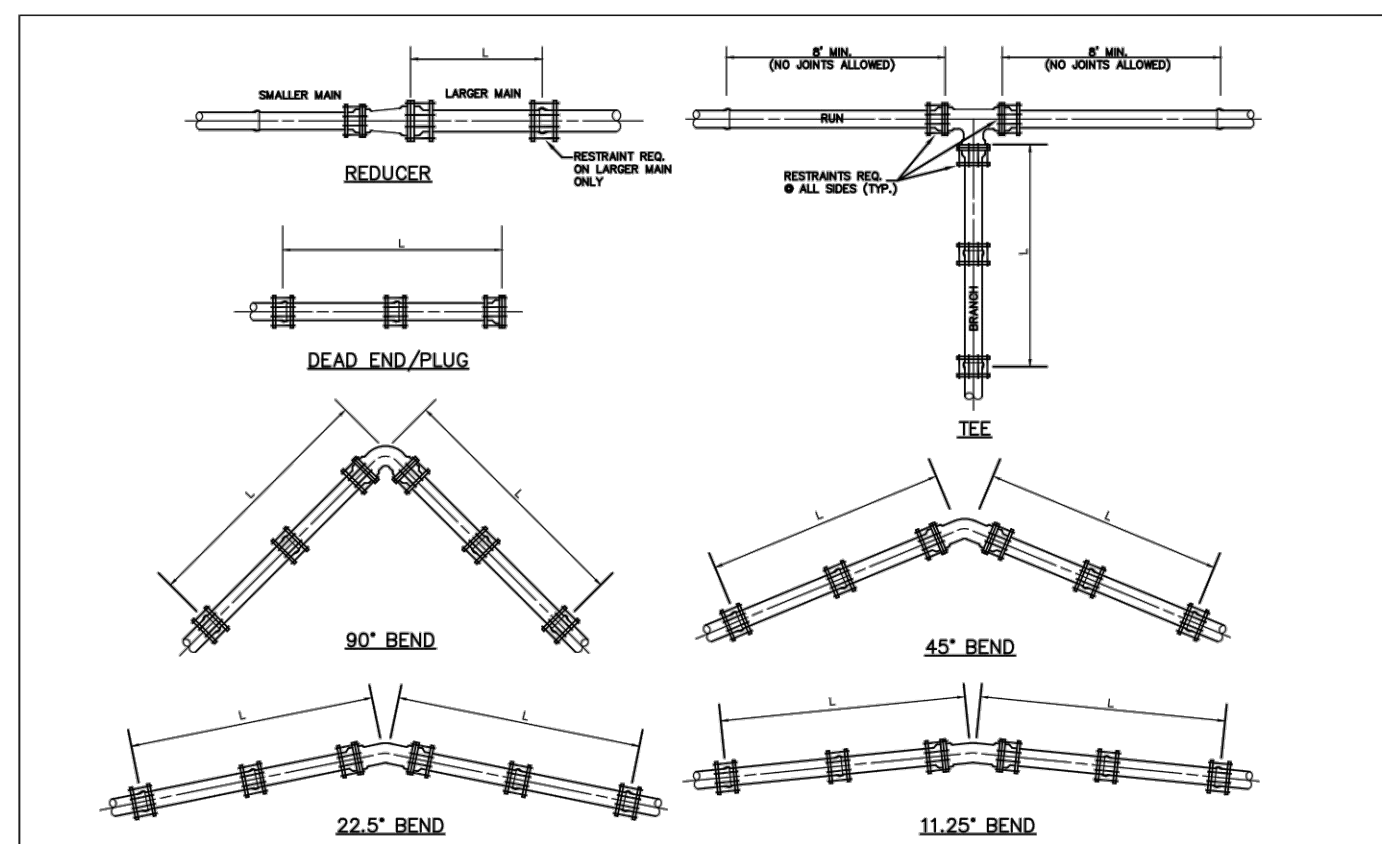
BEDDING DETAILS

NOT TO SCALE

City of Fruitland Park Standard Details

JANUARY 2020

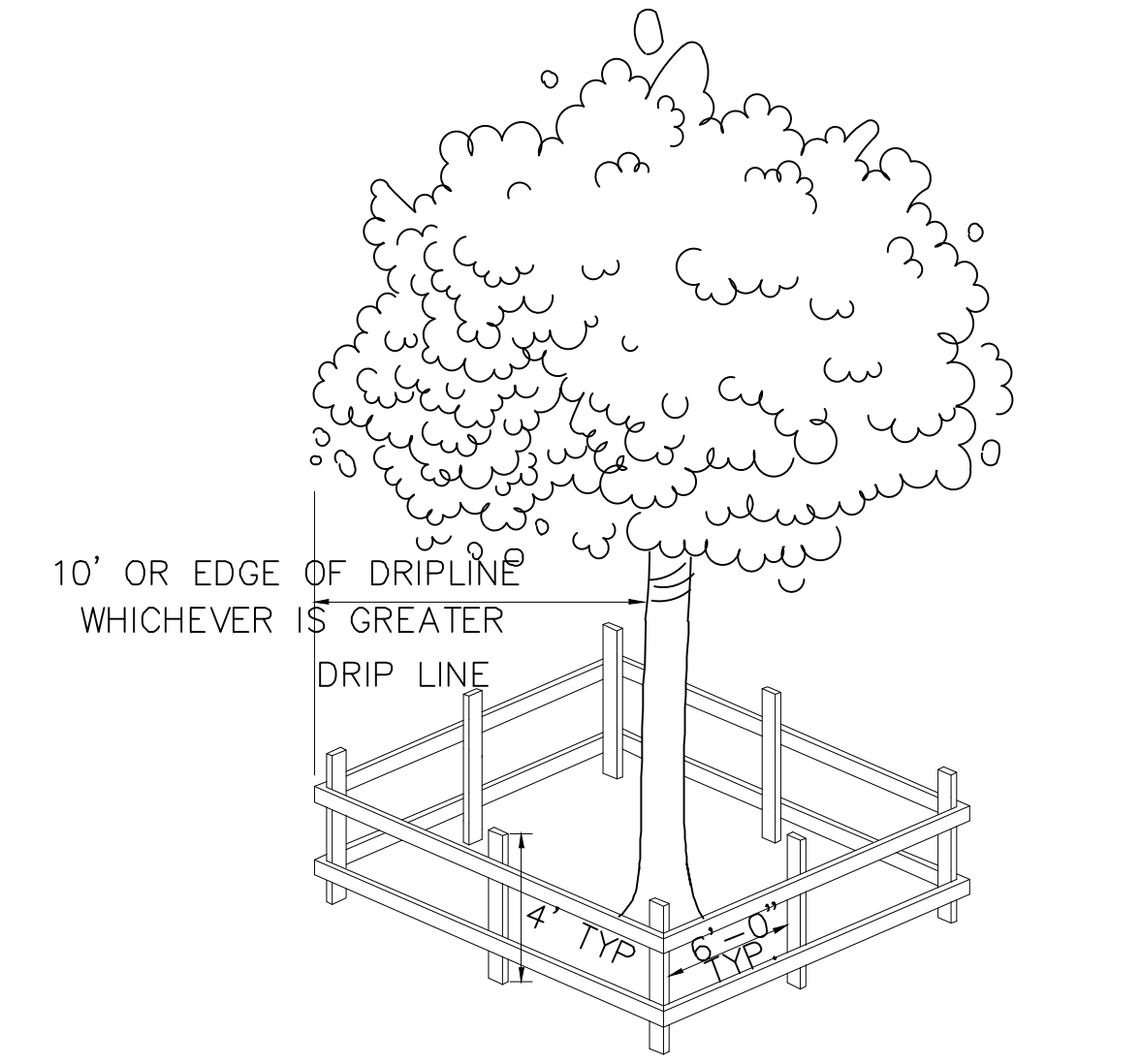
Detail G-3



City of Fruitland Park Standard Details

JANUARY 2020

Detail G-6

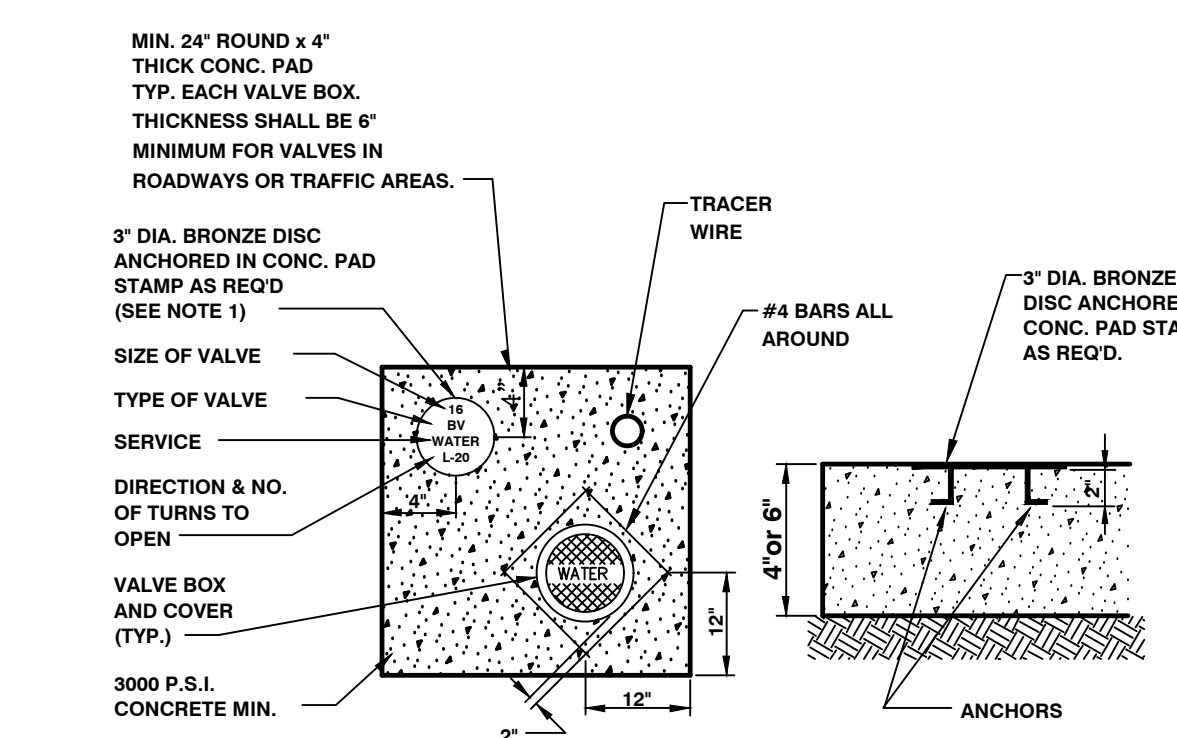


BARRIER SHOULD BE EITHER 10 FEET FROM THE TRUNK OF THE TREE OR AT THE EDGE OF THE DRIPLINE, WHICHEVER IS GREATER.

FOR THE BARRIER, THE CITY RECOMMENDS SAFETY BARRICADE FENCING. IF NOT AVAILABLE, 1X2 STRINGERS AND 2X4 POSTS ARE ACCEPTABLE.

TREE PROTECTION DETAIL

NOT TO SCALE

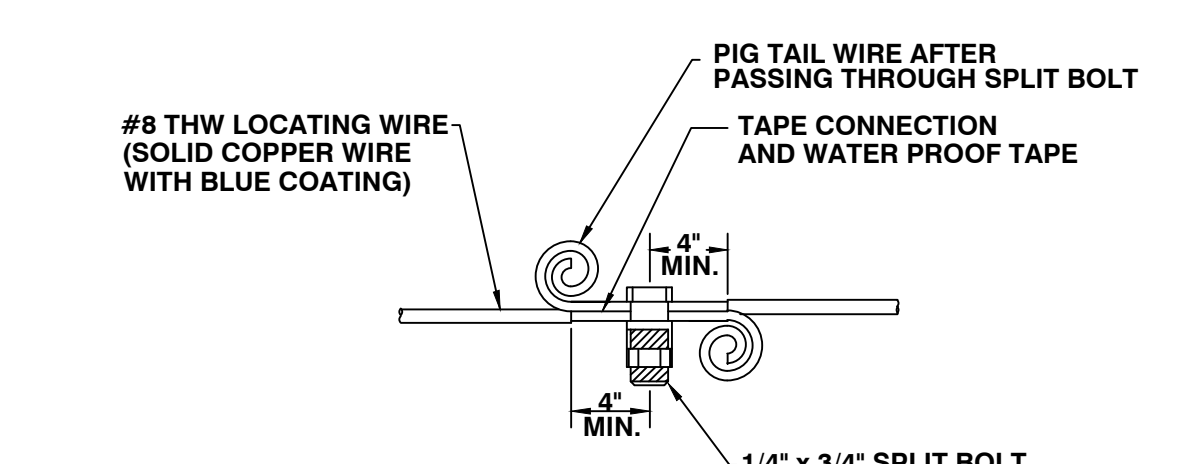


NOTES:

- BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES

VALVE COLLAR

NOT TO SCALE

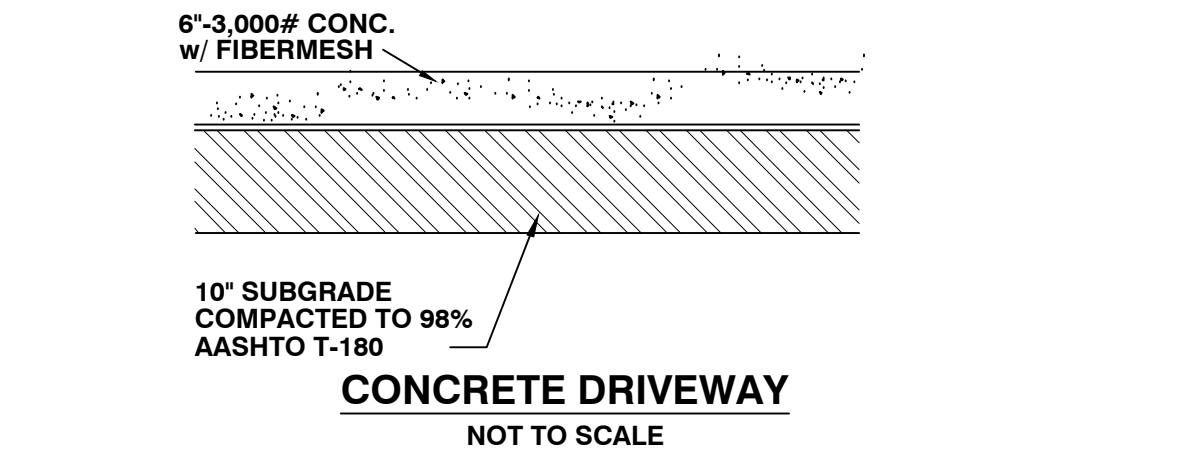


NOTES:

- THE ENDS OF ALL LOCATING WIRES, WHETHER THEY ARE SPLICED, CONNECTED, OR TERMINATED, SHALL HAVE THE LAST THREE INCHES PIG TAILED AS DETAILED HEREON.
- AFTER INSTALLATION OF THE LOCATING WIRE THE SYSTEM SHALL BE SUBJECT TO TESTING, IN THE PRESENCE OF CITY UTILITIES STAFF PRIOR TO BACKFILL, IN ORDER TO THAT THE SYSTEM IS FUNCTIONAL.

LOCATING WIRE SPLICING

NOT TO SCALE

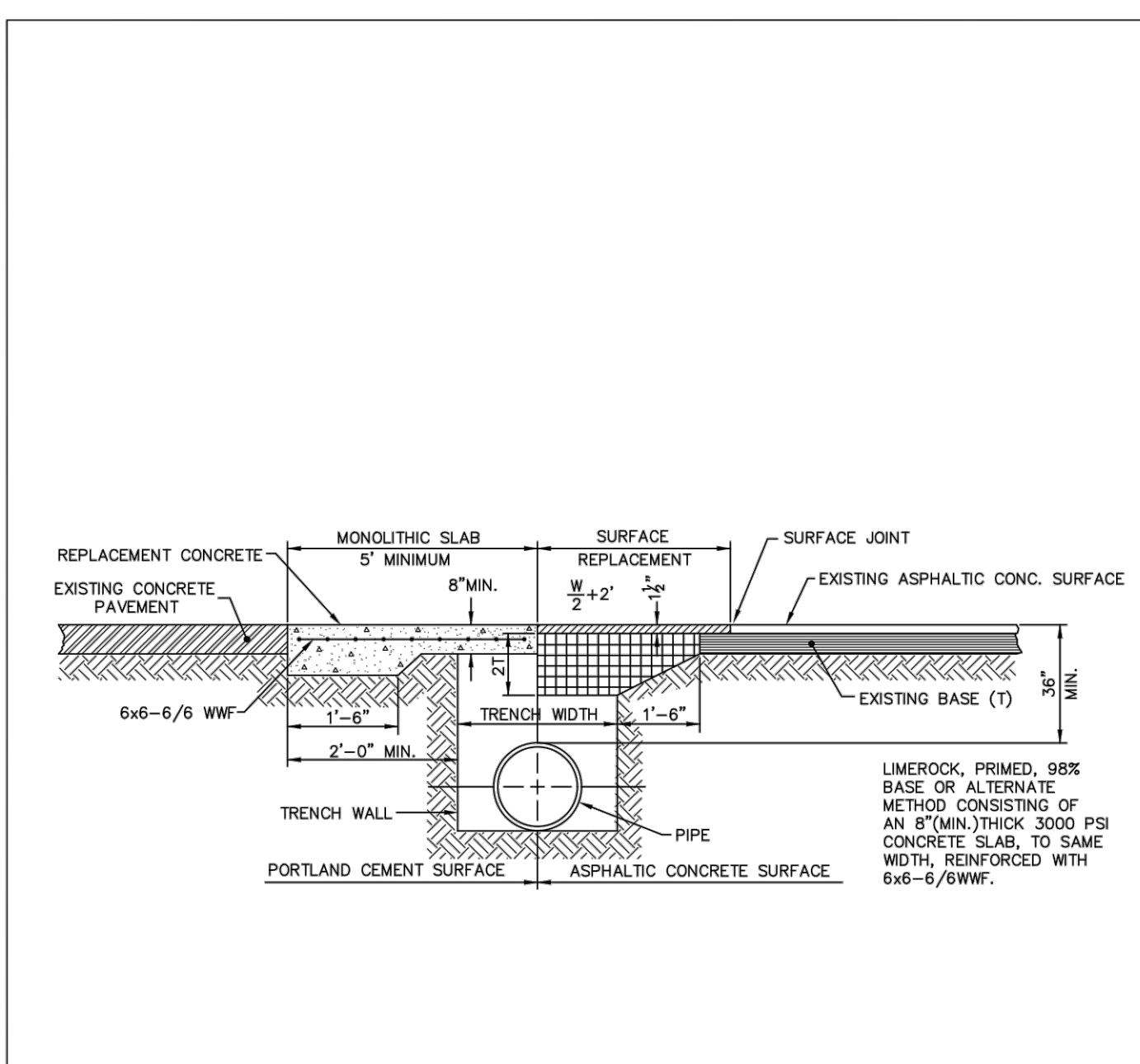


EXPANSION JOINT NOTE:

1/2" BITUMINOUS COATED EXPANSION JOINT MATERIAL TO BE USED AT ALL CURBS AND SIDEWALKS.

LONGITUDINAL CENTER JOINT @ 10' O.C., AND TRANSVERSE CONTRACTION JOINTS @ 20' O.C.

1/2" EXPANSION JOINTS 60' O.C. OR EVERY 3RD. TRANSVERSE JOINT TO BE AN EXPANSION JOINT.



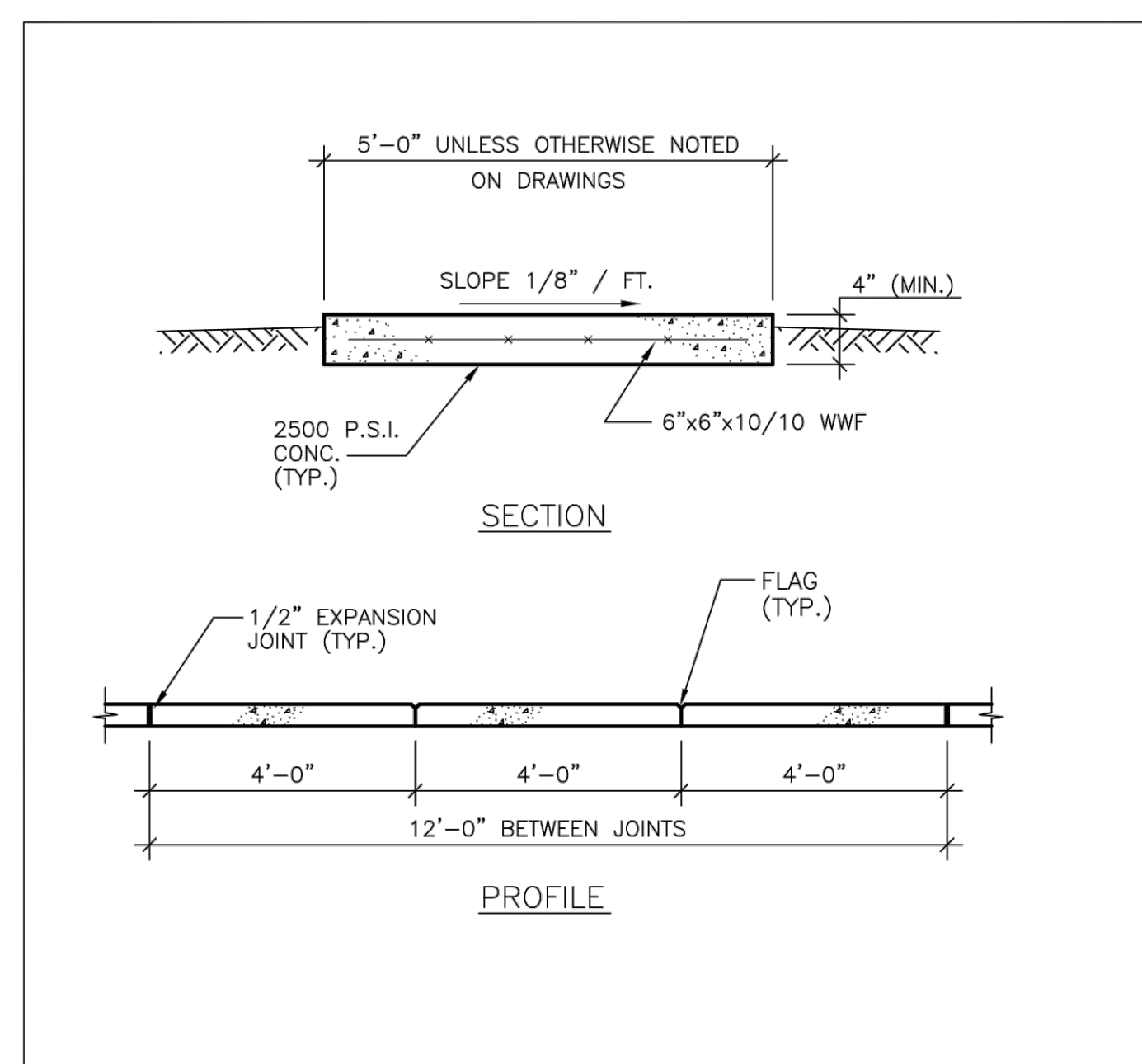
OPEN CUT AND REPAIR DETAIL

NOT TO SCALE

City of Fruitland Park Standard Details

JANUARY 2020

Detail G-9



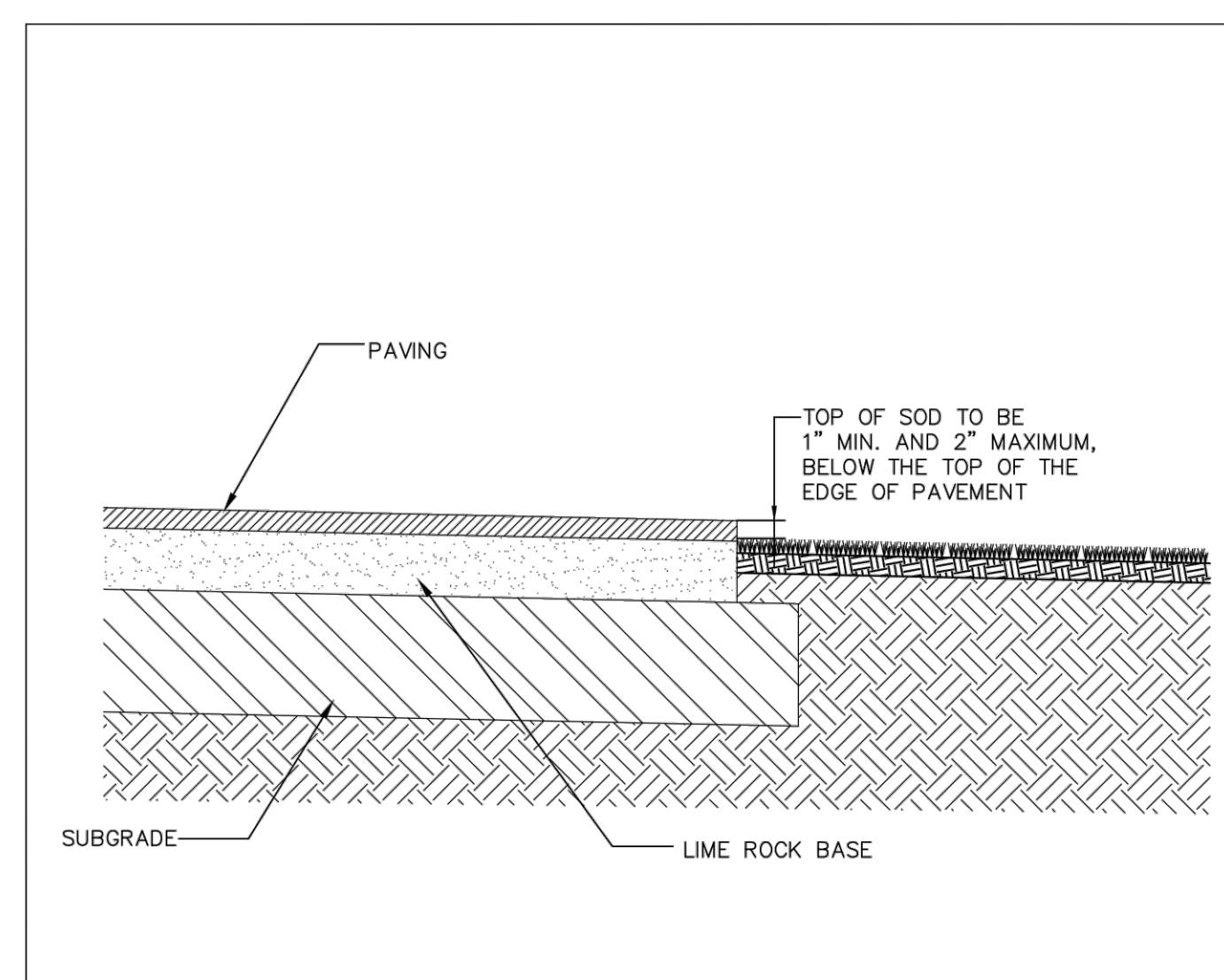
CONCRETE WALKWAY DETAIL

NOT TO SCALE

City of Fruitland Park Standard Details

JANUARY 2020

Detail G-10



SOD PLANTING

NOT TO SCALE

City of Fruitland Park Standard Details

JANUARY 2020

Detail G-11

REVISION									
DATE									

CITY OF FRUITLAND PARK

URICK STREET FORCEMAIN EXTENSION

DETAILS

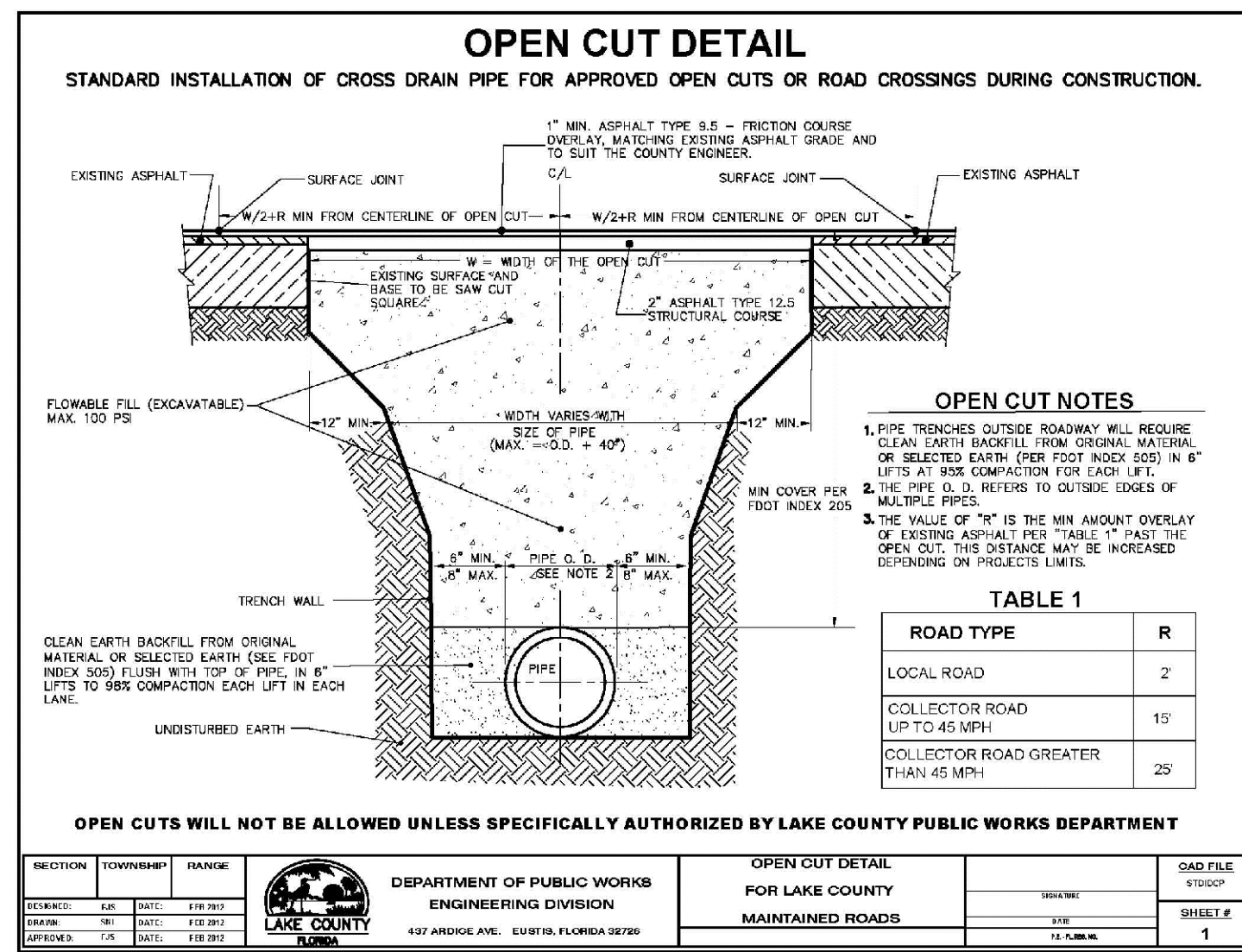


BESH HALFF

Office: 352.343.8481
902 North Sinclair Ave., Tallahassee, Florida 32378
Certificate of Authorization Number: 33380

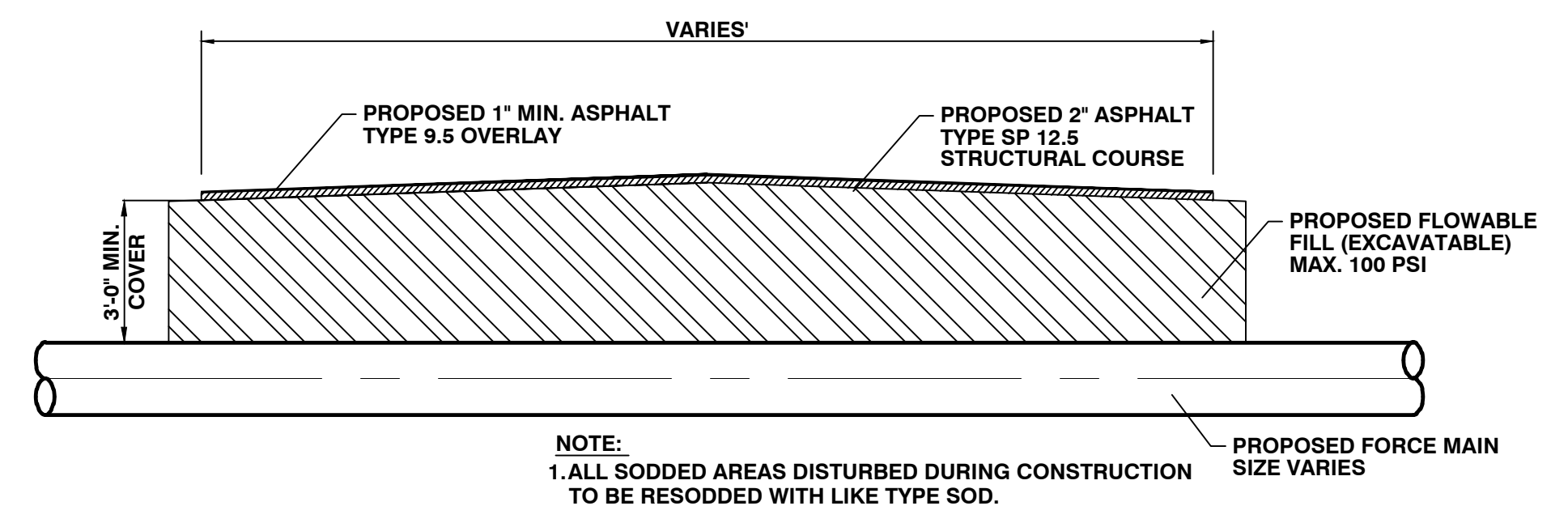
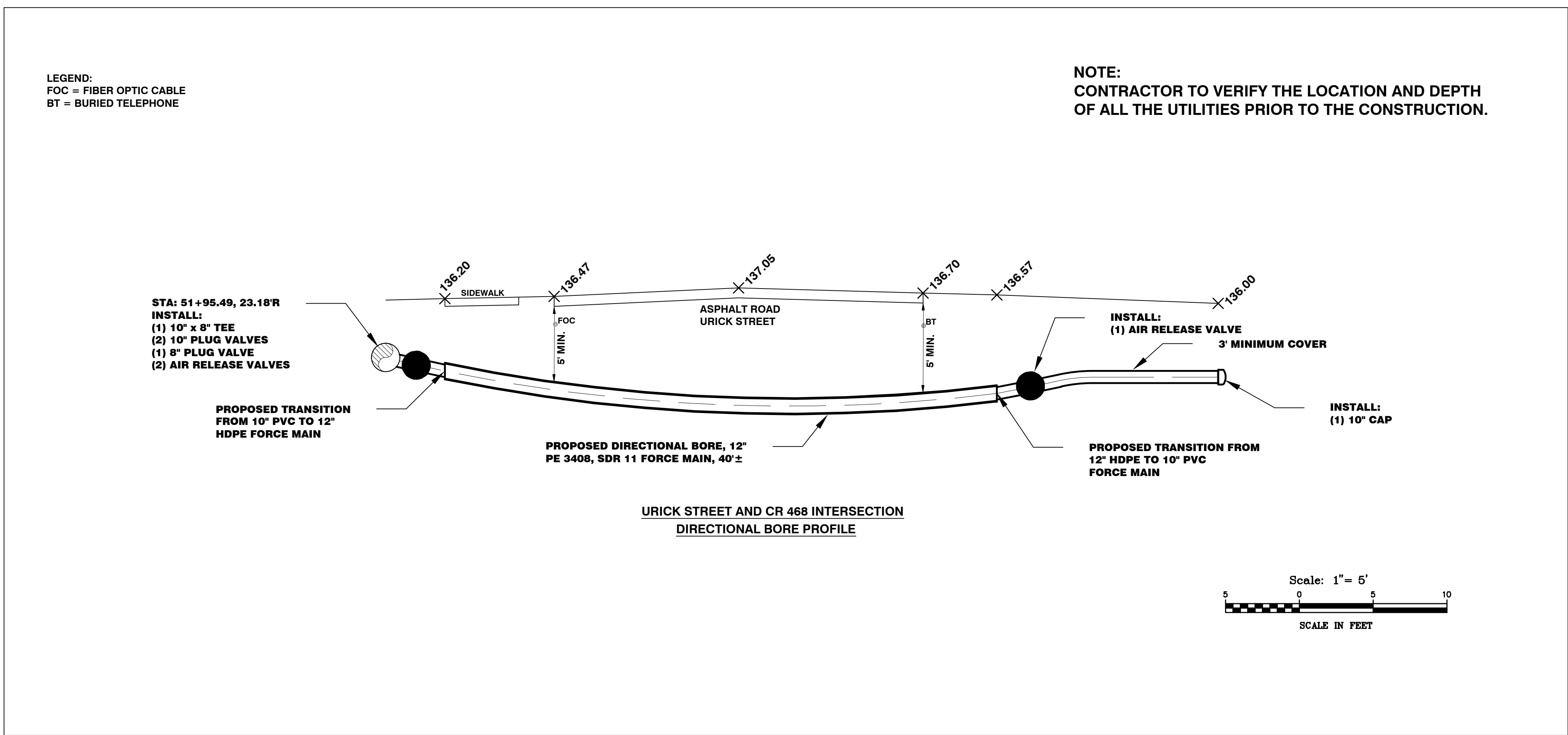
DATE:	NOVEMBER 2020
DESIGNED BY:	BJ
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Sheet 16	

Troy Mitchell, P.E.
Registered Eng 60190

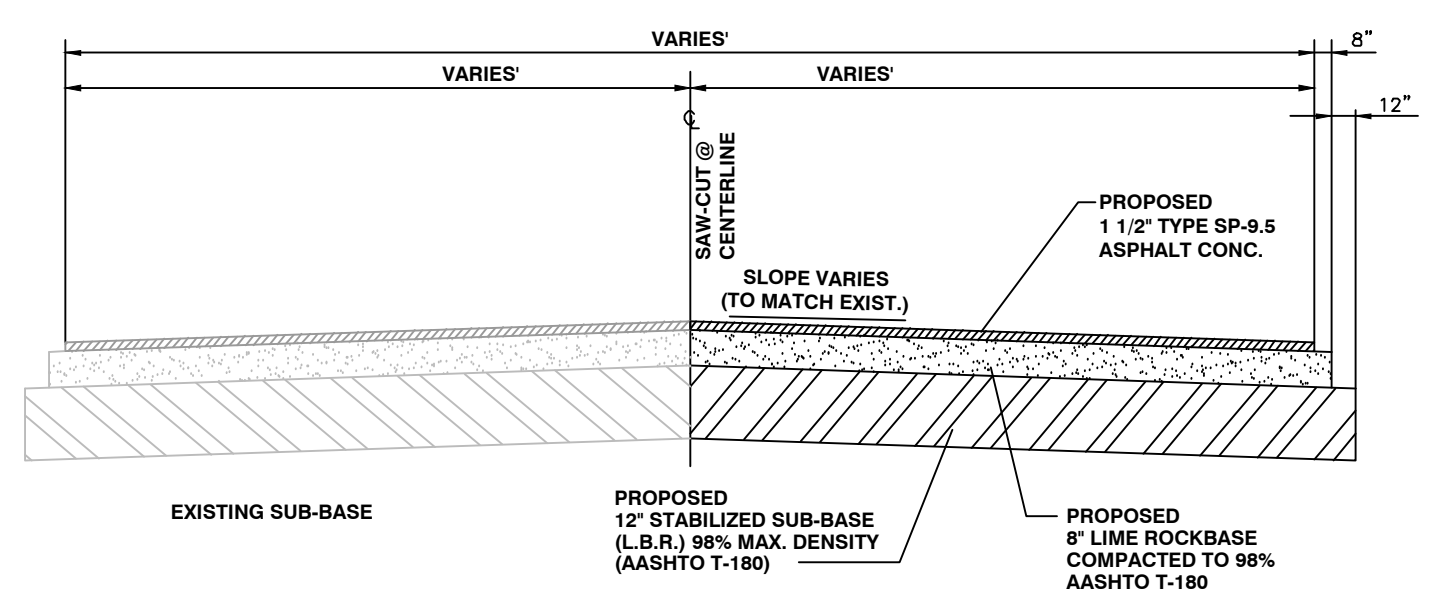


- NOTES, PER LAKE COUNTY:**
- CONTRACTOR SHALL BE ALLOWED TO UTILIZE STANDARD BACKFILL IN LIEU OF FLOWABLE FILL FOR OPEN CUT AREAS. HOWEVER, BACKFILL SHALL BE REPLACED IN LIFTS AND PROPERTY DENSITY TESTING COMPLETED FOR EACH LIFT AS PER LAKE COUNTY STANDARD SPECIFICATIONS.
 - SHOULD FLOWABLE FILL BE UTILIZED, CONTRACTOR SHALL PROVIDE APPROPRIATE STEEL SHEETS OVER EXCAVATION, RECESSED INTO THE EXISTING ASPHALT, AS NECESSARY TO RE-OPEN ROADWAY TO ALLOW FLOWABLE FILL TO SUFFICIENTLY CURE WHILE ALLOWING PASSAGE OF TRAFFIC.
 - IF OPEN CUTTING THE INTERSECTING ROADS WHICH ONE WAY LIME ROCK REBUILD MAY BE USED VERSUS FLOWABLE FILL, INCLUDE CLEAN FILL WITH A MINIMUM OF 10" LIMERACK BAS AND A MINIMUM OF 1 1/2" THICK STRUCTURAL ASPHALT.

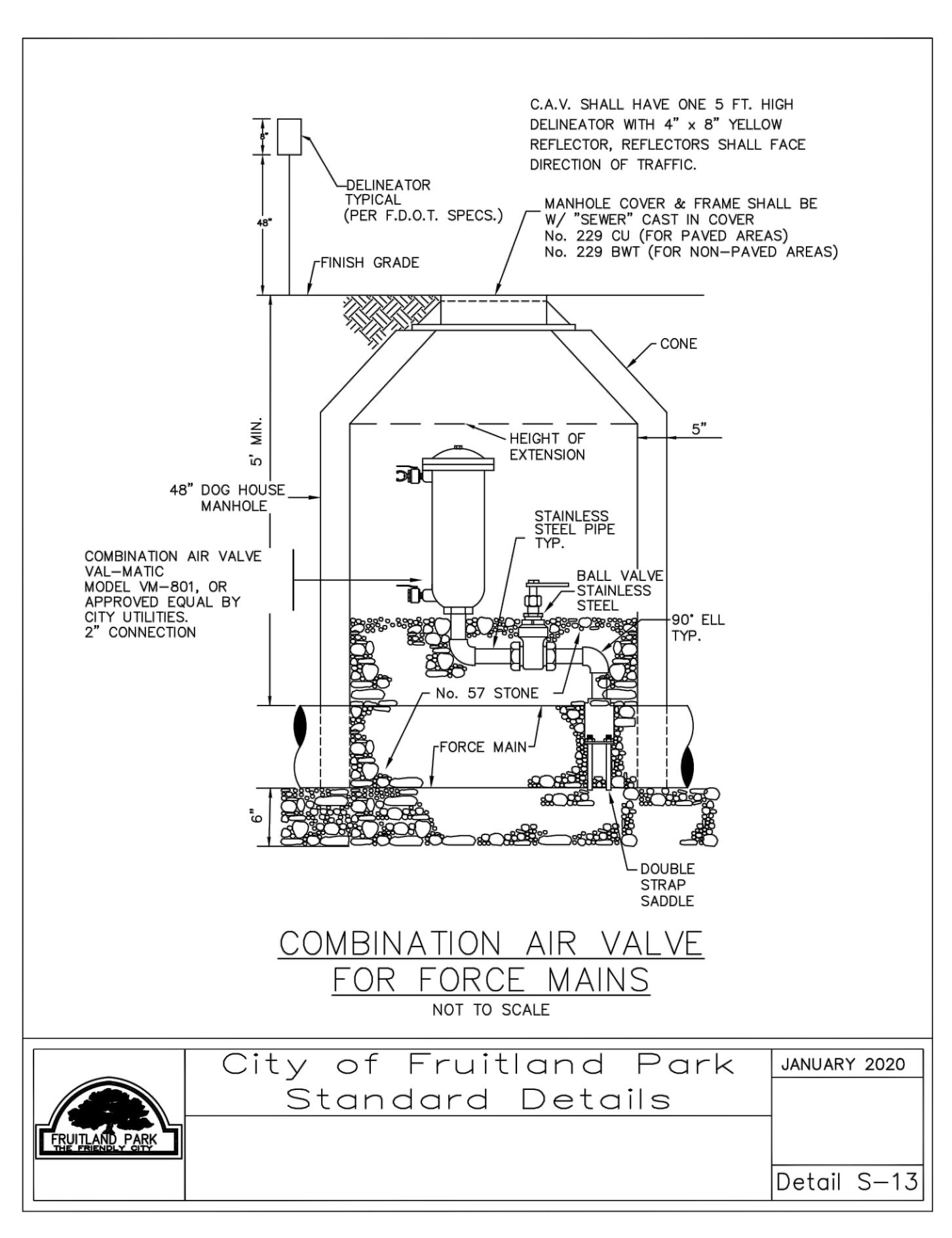
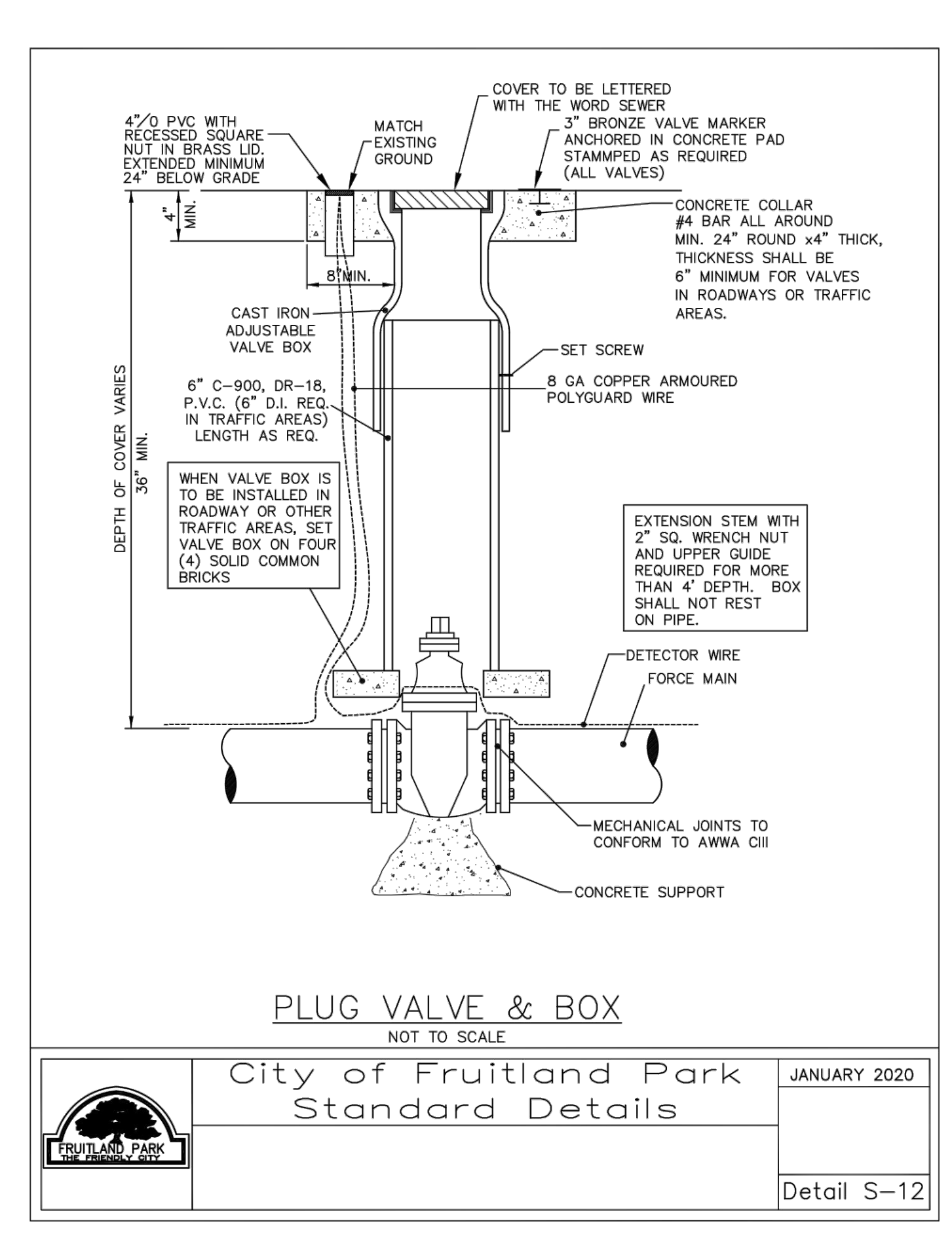
OPEN CUT AND REPAIR DETAIL
ALL ROAD CROSSINGS
NOT TO SCALE



TYPICAL LAKE COUNTY ROAD
CROSSING - CROSS SECTION
NOT TO SCALE



MILL AND RESURFACE
PAVING SECTION (POINSETTIA AVE.)
NOT TO SCALE



REVISION	DATE	BY	DESCRIPTION

CITY OF FRUITLAND PARK
URICK STREET FORCE MAIN
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DETAILS



BESH HALFF
Office: 352.343.8481
902 North Sinclair Ave.
Tavares, Florida 32778
Fax: 352.343.8495
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JOB NO.:	081040.0077
FILE NAME:	
Sheet 17	

Troy Mitchell, P.E.
Registered Eng 60190

**CHECKLIST FOR SUBMITTING BID DOCUMENTS TO DEP
STATE REVOLVING FUND PROGRAMS**

Project Sponsor: _____
Project Number: _____
Contract Description: _____
Contractor Selected: _____
Bid Open Date: _____

Submit the following documents to the State Revolving Fund Program:

Attachment

- | | |
|--|-------|
| 1. Any addenda not previously accepted by DEP. | _____ |
| 2. Certification that contractor is not debarred. | _____ |
| 3. Copy of advertisement (including affidavit) in a statewide publication (with circulation over 50,000) or electronic plan room. | _____ |
| 4. Signed bid tabulation for all of the bidders. | _____ |
| 5. Contractor's bid proposal. | _____ |
| 6. Engineer's letter (to Project Sponsor) recommending contract award. | _____ |
| 7. Copy of bid bond or other security or payment and performance bond if contract has been awarded. | _____ |
| 8. Certification from Appendix A, FDEP Supplementary Conditions. | _____ |
| 9. The most recent Davis Bacon wage rates. A wage determination update issued less than 10 days before bid opening shall be in effect in the contracts. For the recent rates go to https://beta.sam.gov | _____ |

If required by the loan, items 10 through 12 MUST be submitted before the contract can be approved.

- | | |
|---|-------|
| 10. List of minority and women's (M/WBE) subcontractors, stating name, address, whether minority or women's business, and anticipated subcontractor amount. Include current certifications for each M/WBE subcontractor. Also, note if the prime contractor is M/WBE. | _____ |
| 11. Certification of affirmative steps for M/WBE participation, signed by the project's Authorized Representative. | _____ |
| 12. If the contract includes equipment procured through negotiation, submit certification by the authorized representative of compliance with all conditions in the DEP letter approving negotiated procurement. | _____ |

The borrower acknowledges this request for procurement process approval is independent of any Department determination regarding funding eligibility, funding commitment, or funding amount, which will be communicated separately and in accordance with Chapter 62-503, Florida Administrative Code (F.A.C.), and/or Chapter 62-552, F.A.C., as applicable. Further, the borrower acknowledges that proceeding with procurement prior to Department approval of the procurement process and a Department funding determination is at borrower's own risk.

Gary F Lavenia

Signature of Authorized Representative

The Following Items are Needed After Contract Award

1. Copy of the Notice To Proceed (NTP).
2. Copy of the executed contract between the sponsor and contractor.
3. Certification of contractor's bonding and insurance or copies of payment and performance bond, if not previously submitted.

Certification forms are located at: <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> If you have any questions about these items, please contact your DEP Project Manager or the State Revolving Fund Management Disbursements Coordinator. For a current list of contacts go to <https://floridadep.gov/wra/srf/content/srf-program-contacts>.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6d-g**

ITEM TITLE:	Quasi-Judicial Public Hearings		
For the Meeting of:	April 28, 2022		
Submitted by:	City	Attorney/City	Manager/Community
	Development Director		
Date Submitted:	April 14, 2022		
Funds Required:	No		
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes, Quasi-Judicial Hearing Establishment		
Item Description:	Quasi-judicial public hearings		
Action to be Taken:	City commission consideration.		
Staff's Recommendation:	N/A		
Additional Comments:	N/A		
City Manager Review:	Yes		
Mayor Authorization:	Yes		

RESOLUTION 2004-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; RELATING TO QUASI-JUDICIAL HEARINGS; ESTABLISHING PROCEDURES FOR THE DISCLOSURE OF EX PARTE COMMUNICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 286.0115 allows municipalities to remove the presumption of prejudice attached to ex parte communications with local public officials in quasi-judicial proceedings through the adoption of a resolution or ordinance establishing a process for the disclosure of such communications; and

WHEREAS, the City Commission of the City of Fruitland Park desires to implement the provisions of F.S. 286.0115 with respect to quasi-judicial proceedings which occur before the City Commission as well as city boards and committees.

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

Section 1. The following procedures shall apply with regards to any quasi-judicial matters before the City Commission or any board or committee of the City:

**Procedures for quasi-judicial hearings;
Disclosure of ex parte communications.**

(a) *Intent.* Pursuant to Section 286.0115(1), Florida Statutes, it is the intent of the city commission that this section is intended to remove the presumption of prejudice from *ex parte* communications with city officials and to permit, among other things, site visits, the receipt of expert opinion, and the review of mail and other correspondence relating to quasi-judicial proceedings by said city officials. .

(b) *Definitions.* As used in this section, the following terms shall be defined as follows:

- (1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.
- (2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective

or part of the evidence with regard to a quasi-judicial action pending before the commission or board on which the city official serves. *Ex parte* communications occur at other than a public meeting of the board on which the city official serves at which the quasi-judicial action discussed has been publicly noticed.

- (3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.
- (4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.
- (5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

(c) *Ex parte communications between city officials and members of the public.*

- (1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.
- (2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

however, shall restrict a city official access to city staff or expert witness or consultant retained by the City.

(3) Disclosure.

- (A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.
- (B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.
- (C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.
- (d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.
- (e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.
- (f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or

written communication, the document shall be placed in the official file regarding the pending quasi-judicial matter and maintained in the city clerk's records.

- (g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.
- (h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.

Section 2. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 3. This resolution shall be effective upon passage.

PASSED AND RESOLVED this 24th day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.



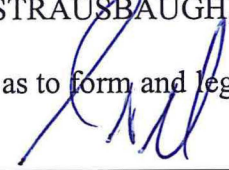
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:



MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:



Scott A. Gerken, City Attorney



Select Year:

The 2020 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)[PUBLIC BUSINESS](#)[PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS](#)**286.0115 Access to local public officials; quasi-judicial proceedings on local government land use matters.—**

(1)(a) A county or municipality may adopt an ordinance or resolution removing the presumption of prejudice from ex parte communications with local public officials by establishing a process to disclose ex parte communications with such officials pursuant to this subsection or by adopting an alternative process for such disclosure. However, this subsection does not require a county or municipality to adopt any ordinance or resolution establishing a disclosure process.

(b) As used in this subsection, the term “local public official” means any elected or appointed public official holding a county or municipal office who recommends or takes quasi-judicial action as a member of a board or commission. The term does not include a member of the board or commission of any state agency or authority.

(c) Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with any local public official the merits of any matter on which action may be taken by any board or commission on which the local public official is a member. If adopted by county or municipal ordinance or resolution, adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with local public officials.

1. The substance of any ex parte communication with a local public official which relates to quasi-judicial action pending before the official is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before final action on the matter.

2. A local public official may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a local public official shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

3. Local public officials may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

4. Disclosure made pursuant to subparagraphs 1., 2., and 3. must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication. This subsection does not subject local public officials to part III of chapter 112 for not complying with this paragraph.

(2)(a) Notwithstanding the provisions of subsection (1), a county or municipality may adopt an ordinance or resolution establishing the procedures and provisions of this subsection for quasi-judicial proceedings on local government land use matters. The ordinance or resolution shall provide procedures and provisions identical to this subsection. However, this subsection does not require a county or municipality to adopt such an ordinance or resolution.

(b) In a quasi-judicial proceeding on local government land use matters, a person who appears before the decisionmaking body who is not a party or party-intervenor shall be allowed to testify before the decisionmaking body, subject to control by the decisionmaking body, and may be requested to respond to questions from the

decisionmaking body, but need not be sworn as a witness, is not required to be subject to cross-examination, and is not required to be qualified as an expert witness. The decisionmaking body shall assign weight and credibility to such testimony as it deems appropriate. A party or party-intervenor in a quasi-judicial proceeding on local government land use matters, upon request by another party or party-intervenor, shall be sworn as a witness, shall be subject to cross-examination by other parties or party-intervenors, and shall be required to be qualified as an expert witness, as appropriate.

(c) In a quasi-judicial proceeding on local government land use matters, a person may not be precluded from communicating directly with a member of the decisionmaking body by application of ex parte communication prohibitions. Disclosure of such communications by a member of the decisionmaking body is not required, and such nondisclosure shall not be presumed prejudicial to the decision of the decisionmaking body. All decisions of the decisionmaking body in a quasi-judicial proceeding on local government land use matters must be supported by substantial, competent evidence in the record pertinent to the proceeding, irrespective of such communications.

(3) This section does not restrict the authority of any board or commission to establish rules or procedures governing public hearings or contacts with local public officials.

History.—s. 1, ch. 95-352; s. 31, ch. 96-324.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6d

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-011 (Annexation) – N of Myrtle Avenue and W of CR468 - Petitioner: Crystal Lake Land Holdings, LLC.

For the Meeting of: April 28, 2022

Submitted by: City Attorney/City Manager/Community Development Director

Date Submitted: April 14, 2022

Funds Required: No

Attachments: Proposed Ordinance 2022-011, legal description, annexation exhibit, maps, advertising affidavit and staff report.

Item Description: Ordinance 2022-011 to annex approximately 24.83 ± acres within the City of Fruitland Park. The subject site is located within the city’s utility service area and is near The Glen (located to the west) and Lake Myrtle Breezes (located to the southeast). The proposed annexation would be considered infill development. It is anticipated, at a future date, that a preliminary site plan will be submitted to develop a proposed 69 lot subdivision. The Planning and Zoning Board approved the subject ordinance at its April 21, 2022.

Action to be Taken: Approve Ordinance 2022-011.

Staff’s Recommendation: Approval.

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2022 – 011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.83± ACRES OF LAND GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND WEST OF CR 468; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER’S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by A&B Engineering Consultants, P.A. and Angel L. Rivera, P.E., as Applicant, on behalf of Crystal Lake Land Holdings, LLC, Owner, requesting that approximately 24.83 ± acres of real property generally located north of Myrtle Lake Avenue and west of CR 468 (the “Property”) be annexed to and made a part of the City of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

WHEREAS, the Planning and Zoning Board considered this ordinance at a public meeting; and

WHEREAS, the Property is contiguous to the City limits and is reasonably compact; and

WHEREAS, the City Commission has determined that the area proposed for annexation meets the requirements of §171.044, Florida Statutes; and

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

Section 1. The recitals set forth above are hereby adopted as legislative findings of the City Commission of the City of Fruitland Park.

Section 2. The following described property consisting of approximately 24.83 acres of land generally located north of Myrtle Lake Avenue and west of CR 468, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: See attached Exhibit A.

Parcel Alternate Key No. 1288606

Section 3. Upon this Ordinance becoming effective, the property annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Fruitland Park, and shall be entitled to the same privileges and benefits as other parts of the City of Fruitland Park upon the effective date of the annexation. Except that the property annexed in this Ordinance is subject to the Land Use Plan

of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 4. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area. F.S. 171.091, Florida Statutes.

Section 5. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7. All ordinances and parts of ordinances to the extent in conflict with this Ordinance are hereby repealed.

Section 8. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2022.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

(SEAL)

ATTEST:

Esther Coulson, MMC, City Clerk

Approved as to Form:

Anita Geraci-Carver, City Attorney

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)

Passed First Reading _____
Passed Second Reading _____

EXHIBIT A

Legal Description

That part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, and run North $89^{\circ}0'05''$ West along the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 8, a distance of 988.35 feet; thence North $00^{\circ}59'55''$ East 25.00 feet to a point on the North right-of-way line of Myrtle Lake Avenue and the Point of Beginning of this description; from said Point of Beginning run North $89^{\circ}0'00''$ West along the North right-of-way line of Myrtle Lake Avenue 658.92 feet to a point on the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence North $00^{\circ}57'00''$ East along the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 1,219.46 feet to a point that is South $00^{\circ}57'00''$ West 82.20 feet from the Northwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $89^{\circ}34'30''$ East parallel with the North line of the Southeast $\frac{1}{4}$ of said Section 8 a distance of 529.99 feet; thence North $00^{\circ}53'13''$ East 82.20 feet to a point on the North line of the Southeast $\frac{1}{4}$ of Said Section 8; thence South $89^{\circ}34'30''$ East along the North line of the Southeast $\frac{1}{4}$ a distance of 1,120.29 feet to the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $65^{\circ}13'49''$ West 1,099.42 feet; thence South $00^{\circ}59'55''$ West 836.39 feet to the Point of Beginning.

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 #1057973 in the matter of

NOTICE OF PUBLIC HEARINGS

was published in said newspaper in the issues of

APRIL 9, 2022

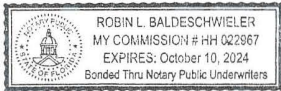
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, 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.

[Handwritten Signature]
(Signature Of Affiant)

Sworn to and subscribed before me this 11
day of April 2022

[Handwritten Signature]
Robin L. Baldeschwieler, Notary

Personally Known or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARINGS

ORDINANCE 2022-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.83 ± ACRES OF LAND GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND WEST OF CR 468; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-010

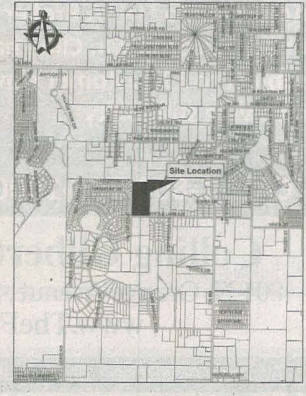
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 24.83 +/- ACRES OF PROPERTY FROM LAKE COUNTY R-3 TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM RESIDENTIAL TO CITY SINGLE FAMILY MEDIUM DENSITY OF 24.83 +/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

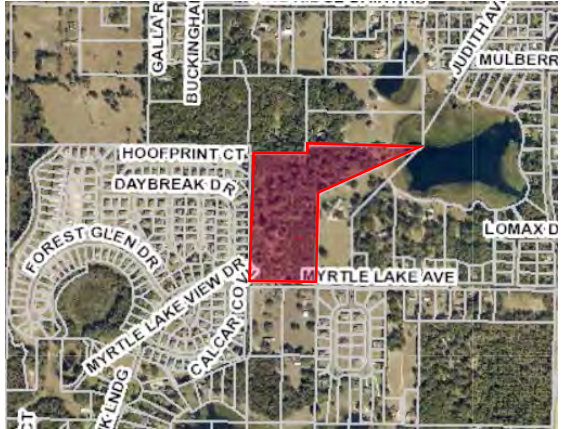
The proposed Ordinances will be considered at the following public meetings:
Fruitland Park Planning & Zoning Meeting on April 21, 2022 at 6:00 p.m.
Fruitland Park City Commission Meeting on April 28, 2022 at 6:00 p.m.
Land Planning Agency Meeting on April 28, 2022 at 6:15 p.m.
Fruitland Park City Commission Meeting on May 12, 2022 at 6:00 p.m.

All meetings will be held at the Commission Chambers, 506 W. Bereckman Street, Fruitland Park, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 360-6727.



Interested parties may appear at the meetings and be heard with respect to the proposed Ordinances. A person who decides to appeal any decision made by any board, agency or commission 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 which the appeal is based (Florida Statutes 286.0105).

Alt Key 1288606
Myrtle Lake Ave
Fruitland Park, FL



Sheet Title:
Exhibit A
(Aerial Photo)

**CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.**

ANNEXATION, LSCPA AND REZONING

Owner: Crystal Lake Land Holdings, LLC

Applicant: Angel Rivera, P.E., A & B Engineering Consultants

General Location: Northside of Myrtle Lake Ave.

Number of Acres: 24.83 ± acres

Existing Zoning: R-3

Proposed Zoning: PUD

Existing Land Use: Urban Medium Density (7 units/acre)

Proposed Land Use: Single Family Medium Density (4 units/acre)

Date: January 19, 2022

Description of Project

The applicant is requesting annexation to receive city services and develop a proposed single family residential subdivision. The proposed future land use is a decrease in density and the proposed rezoning to PUD is consistent with the City LDRs and Comprehensive Plan.

	Surrounding Zoning	Surrounding Land Use
North	County Ag and R-1	Urban Medium Density (7 units/acre)
South	County Ag and City R-2	Urban Medium and City SF Medium Density
East	County R-3	Lake County Urban Medium
West	PUD	SF Medium Density (4 units/acre)

Assessment

Applications – Please submit Sunbiz data for Crystal Lake Land Holdings, LLC and amend application to indicate who is authorized to sign on behalf of the LLC. Please amend both the owner’s affidavit and applicant’s affidavit to indicate on item 2 that you desire annexation, Iscpa and rezoning.

Comment was sufficiently addressed.

Please be advised that a boundary survey or sketch of description is required pursuant to Chapter 152, Section 152.040(a)(3).

Comment was sufficiently addressed

Please submit evidence that the 2020 Annual Tax Bill has been paid. This is required prior to annexation.

Comment was sufficiently addressed. Receipt for taxes provided showing paid in full.

Please be advised that an environmental assessment is required for the large-scale comp plan amendment. Pursuant to Chapter 165, Section 165.190(a)(1) the environmental assessment is to be prepared by a qualified biologist or environmental scientist.

Comment was sufficiently addressed.

Annexation

The subject site is adjacent to the City limits along the western property boundary and is eligible for voluntary annexation. The development located to the west is The Glen and the development to the southeast is Lake Myrtle Breezes, both of which are within the municipal limits. The proposed annexation would be considered infill development. The subject site is also within the City’s Utility Service Area.

Rezoning

The subject property is currently zoned R-3 in Lake County and the proposed City zoning is PUD (minimum lot size of 8,000 SF with central water and central sewer). The proposed zoning is compatible with the adjacent lands provided that the concept plan is amended to include a 25’ landscaping buffer along the project boundary. The property to the west is zoned PUD and is known as The Glen which is developed as a single-family subdivision with associated parks and open space. The property to the east is zoned R-3 in Lake County and the property to the north is zoned R-1 and Ag in Lake County. Myrtle Lake Ave. is located adjacent to the southern property boundary and across the street the property is zoned Lake County Agriculture and City R-2 (Lake Myrtle Breezes subdivision).

The concept plan was amended to include a 25' landscape buffer along the eastern property boundary, along a portion of Myrtle Lake Avenue, and along the interior lots located within the western portion of the property. It is noted that the proposed buffers would be a landscape easement within the rear of the proposed lots. It is unclear if a landscape buffer is proposed along the northern portion of the site. The concept plan also needs to have a plan view of the proposed landscape buffer as it is unclear what buffer plantings are proposed (i.e., number of canopy trees, understory trees, shrubs and groundcover per 100 linear feet).

Staff would consider discussing the possibility that in lieu of the western landscape buffer within the lots, tree plantings adjacent to the retention ponds in clusters of three for every 150 linear feet of bank (planted at top of bank or within 40' of the bank). Please be advised that the landscape buffer along Myrtle Lake Ave. can be reduced to 15'; however, buffers are required along the entire length not just the eastern portion.

Please be advised that stormwater ponds cannot be utilized as open space unless they are utilized as an amenity and are dry ponds. In order to utilize them as an amenity the slopes would be limited to 4:1 and improved with recreational items such as a walking trail with benches or dog park, etc. Further the development must provide a recreational component per Chapter 154 and Parks and Recreation Policy 6-1.1 common open space shall be suitable improved. The plans do not show any improvements. Is it the intent to utilize the upland portion of the lake front as a park with improvements such as picnic tables with grills?

Please be advised that Myrtle Lake Avenue is under the jurisdiction of Lake County. Per Chapter 162, Section 162.080(1)(f) sidewalks are required along the right of way.

The note section indicates minimum setbacks; however, it does not include the side setback from a street. The typical single family lot detail indicates a side setback from a street of 30'. Please edit the note section accordingly.

The note section indicates that the maximum density allowed is 15 units/acre; however, that is in error. The maximum density allowed per the proposed future land use is 7 units/acre. Please edit the note section accordingly.

Please revise the plan to address the above.

Small Scale Comp Plan Amendment

For comprehensive plan purposes a maximum development scenario was utilized.

Residential Needs Analysis – The housing element data and analysis indicates that the City requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035. The addition of 99 units will assist in meeting this need.

School Impact Analysis – The amendment will reduce the impacts to schools as it is a reduction in density from 7 units/acre (174 units) to 4 units/acre (99 units). The reduction in school age children is from 57 students to 32 students. The proposed amendment will not cause a deficiency in school facilities.

Existing County Land Use Residential Units: 174 SF units

Proposed Development Residential Units: 99 SF units

The anticipated number of students generated by the existing land use is shown in Table 1.

**TABLE 1
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT**

Lake County Student Generation Rates	
Single Family	
Type	Student Multipliers per Dwelling Unit
High School	0.102
Middle School	0.074
Elementary School	0.152
Total	0.328

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	174	0.152	26	0	0.143	0	26
MIDDLE	174	0.074	13	0	0.063	0	13
HIGH	174	0.102	18	0	0.077	0	18
GRAND TOTAL							57

The anticipated number of students generated by the proposed land use is shown in Table 2.

**TABLE 2
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT**

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	99	0.152	15	0	0.143	0	15
MIDDLE	99	0.074	7	0	0.063	0	7

HIGH	99	0.102	10	0	0.077	0	10
GRAND TOTAL							32

Traffic Impact Analysis – The amendment will reduce traffic impacts as it is a reduction in density. The LOS for Myrtle Lake Avenue is “D” and the LOS for CR 468 is “D”. The proposed amendment will not cause a deficiency in the LOS.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
SF Residential	99 Units	210	1,030	101	63	37
TOTAL GROSS TRIPS (PROPOSED)			1,030	101	63	37

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
SF Residential	174 Units	210	1,731	173	109	64
TOTAL GROSS TRIPS (EXISTING)			1,731	173	109	64

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	- 72	-46	-27

Solid Waste Impact Analysis - The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The proposed amendment will produce approximately 1,104 pounds of solid waste per year. The amendment will not cause a deficiency the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant

to Public Facilities Policy 4-10.1. The estimated population based on US Census data (estimated 2019) of 2.42 persons per household is 240. The estimated water usage is .04128 per day.

The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.22 MGD. The City has a current available capacity of .396 mgpd and an analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of .3547 mgpd.

The site will be served by central sewer, which will be extended to the site by the developer or owner. If central sewer is not extended to the site then Public Facilities Policy 4-2.2 requires compliance with Chapter 64E-6, FAC for onsite sewage treatment and disposal systems which would limit density and effect lot sizes.

Environmental Analysis – The subject site contains a small portion of wetlands within the northeast boundary and a small area is within the 100-year flood plain. Based on the soil types the property is conducive to gopher tortoises and based on site elevations available online the site is located within the sand skink consultation area. Please submit the required environmental assessment.

Comprehensive Plan Compliance

The subject amendment is consistent with the following Comprehensive Plan policies, among others. The amendment will further the City's goals in meeting projected housing demands through 2035.

FLU Policy 1-1.1: Adequate Residential Land Area. The Future Land Use Map shall designate sufficient land area for residential land uses according to a pattern which promotes neighborhood cohesiveness and identity, and which enables efficient provision of public facilities and services. The City shall allocate a reasonable amount of land above identified needs to avoid economic impacts which a controlled supply of land places on land values and market potential.

FLU Policy 1-1.2: Density and Intensity Standards and Table 1-1 – Single Family Medium Density, 4 units/acre.

FLU Policy 1-1.4: Single Family Medium Density Development within this category shall be limited to single-family detached dwelling units and the density shall not exceed 4 dwelling units/acre. Small scale commercial uses may be permitted adjacent to major highways provided they are intended to provide for the daily needs of residents within the development and the adjoining residential area. Such businesses will generally not exceed 15,000 sq. ft. in size and will require Planned Unit Development (PUD) zoning.

FLU Policy 1-2.1: Promote Orderly, Compact Growth. Land use patterns delineated on the Future Land Use Map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service.

Recommendation

Please revise the concept plan to address the items listed above.

From: [Sherie Lindh](#)
To: [Sharon Williams](#); [Amy Malone](#); [Anita Geraci \(anita@agclaw.net\)](#); [Greg Beliveau](#); [Brett Tobias](#); [Cheryl Areias](#); [Corey Goepfert](#); [Dan Hickey](#); [dannybassco@hotmail.com](#); [Duane Booth](#); [Dwayne Williams](#); [Erik D. Luce](#); [Gary La Venia](#); [Hugo Cabrera](#); [jeff@alpha-florida.com](#); [Jessie Cummins](#); [Lavalley, Helen C \(LavalleyH@lake.k12.fl.us\)](#); [Lisa Longtin](#); [Lori Davis](#); [Michael](#); [Michael Vitta](#); [Robb Dicus](#); [SLynch@lakecountyfl.gov](#); [Steve Davis](#); [Tracy Garcia](#)
Cc: [Dwayne Williams](#); [Emily Church](#)
Subject: RE: [EXTERNAL] FW: Crystal Lake Vista_annexation, PUD, large scale comp plan
Date: Wednesday, March 23, 2022 10:02:09 AM
Attachments: [image001.png](#)

Hi - The applicant has addressed all outstanding planning comments. The required recreational improvements can be addressed within the Developer's Agreement. Thanks, Sherie



From: Sharon Williams <swilliams@fruitlandpark.org>
Sent: Wednesday, March 23, 2022 9:35 AM
To: Amy Malone <amalone@half.com>; Anita Geraci (anita@agclaw.net) <anita@agclaw.net>; Greg Beliveau <gregb@lpgurp.com>; Brett Tobias <bTobias@half.com>; Cheryl Areias <careias@fruitlandpark.org>; Corey Goepfert <corey.goepfert@leesburgflorida.gov>; Dan Hickey <dhickey@fruitlandpark.org>; dannybassco@hotmail.com; Duane Booth <dbooth@half.com>; Dwayne Williams <dwilliams@fruitlandpark.org>; Erik D. Luce <eluce@fruitlandpark.org>; Gary La Venia <glavenia@fruitlandpark.org>; Hugo Cabrera <hCabrera@Half.com>; jeff@alpha-florida.com; Jessie Cummins <jessie.cummins@leesburgflorida.gov>; Lavalley, Helen C (LavalleyH@lake.k12.fl.us) <LavalleyH@lake.k12.fl.us>; Lisa Longtin <llongtin@half.com>; Lori Davis <ldavis@fruitlandpark.org>; Michael <MichaelR@lpgurp.com>; Michael Vitta <mvitta@lakecountyfl.gov>; Robb Dicus <rdicus@fruitlandpark.org>; Sharon Williams <swilliams@fruitlandpark.org>; Sherie Lindh <sherie@lpgurp.com>; SLynch@lakecountyfl.gov; Steve Davis <steve.davis@leesburgflorida.gov>; Tracy Garcia <tgarcia@lakecountyfl.gov>
Cc: Dwayne Williams <dwilliams@fruitlandpark.org>; Emily Church <echurch@fruitlandpark.org>
Subject: [EXTERNAL] FW: Crystal Lake Vista_annexation, PUD, large scale comp plan

Good morning TRC,

Please review the attached and advise if outstanding comments have been satisfied regarding the subject proposed development. Formal TRC is still tentatively scheduled for April 5th.

Thank you,



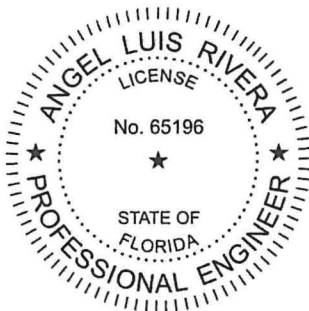
Alt Key 1288606

Myrtle Lake Ave
Fruitland Park, FL

Annexation, PUD and Comprehensive Plan Amendment
Application Supplemental Data (revised)

October 8, 2021

Prepared by,



A handwritten signature in blue ink, appearing to be 'AR'.

Angel L. Rivera, PE
President

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I. Property Description

Crystal Lake Holdings LLC owns 24.83ac (per Property Appraiser) located on Myrtle Lake Ave, adjacent (east) to The Glen Subdivision, in Fruitland Park, Lake County Florida. The property is currently zoned R-3 by Lake County, and it has an Urban Medium Density future land use (by Lake Co).

II. Purpose

It is the owner's intention to annex the property to the City of Fruitland Park. This will also require a City of Fruitland Park apply a zoning district and a large scale comprehensive plan amendment. Once the property is entitled the owner plans to sell the property to a developer, who can continue with the engineering and permitting process.

III. Annexation

The property along the west boundary has been annexed to the City, thus allowing our property to be annexed. Annexing our property will allow the City to annex in the future the properties adjacent to the north and the east boundaries, expanding the City limits and tax base.

IV. PUD

The property currently has a R-3 zoning district by Lake County, and has several adjoining properties with R-1, R-2 & R-3 zoning. The rezoning is required once the property is annexed so the district can be established in the City of Fruitland Park zoning map. The proposed zoning is PUD, Residential Planned Development. Our project is proposing a density of less than three (3) dwelling units per acre, which falls under the 4du/ac allowed density of a medium density district, which is similar to the surrounding properties. The reason for selecting the PUD it's to allow the single family lots to be 65ft wide with a minimum lot area of 8,000sf, which is a typical lot desired by homebuyers.

V. Large Scale Comprehensive Plan Amendment

Florida Statutes 163.3184 governs the adoption of comprehensive plan and plan amendments. A small scale amendment is required for properties equal or less than 10 acres (FS163.3187), thus our property requires a large scale plan amendment. The proposed FLU for our property is "Single Family Medium Density" (Residential PUD). The following are the analyses required by the City to support the PUD & comp plan amendment request.

VI. Consistency with the Comp Plan

Currently, the City's comp plan proposes most of the land surrounding our property to be residential, with densities similar to the one proposed by us. Lake County comp plan, also shows most of the land surrounding our property to be residential with densities similar to the one proposed by us. Our request meets the goals, objectives and policies of the City of Fruitland Park Comprehensive Plan by maintaining the land use patterns. Our property is being planned for residential quality and neighborhood cohesiveness, proposing a product similar to the existing subdivision adjacent to the west (Objective 1-1). Our proposal discourages urban sprawls. Its location makes the property ideal for development infill, as it's clearly shown by the zoning and FLU maps (Objective 1-2). Our proposal also promotes environmental protection as it's preserving the wetland and it's buffer. The project includes a pedestrian access to the Lake which will allow the residents to enjoy nature.

The proposed ponds are located to maintain the existing runoff patterns (Objective 1-6).

VII. Urban Sprawl

This property is located in Central Florida which has one of the highest growth rates in the nation. The proposed zoning district (PUD) allows a medium density, which discourages low density housing and maximizes land use. Based on the zoning and future land use maps of both, Lake County and City of Fruitland Park, our property, and the surrounding ones, have been designated for residential development and future growth, thus the area can't be considered rural. Our property is surrounded by existing developments, similar to our proposed use. A future subdivision on this site will represent more of an infill development connecting undeveloped pockets of land, and shouldn't be considered an isolated development. By following the established zoning and comp plan maps our property is protecting agricultural and environmental sensitive lands.

Due to our site's location, and existing surrounding developments, our project will be serviced by existing public services and facilities, promoting the efficiency of economies of scale, while at the same time minimizing the need to create future microsystems. The existing utilities and roadways allow for our site to be developed, thus not requiring the City to create new infrastructure. Fire, Police and EMS services are already available within a few miles from our site. Adding paying users to the existing systems only improves the overall economics, and allows for possible decrease in costs by scale. The annexation of our property will increase the City's tax base, which in turn will allow to improve existing public services and facilities. Our site continues, and promotes the annexation pattern, which is greatly beneficial to the City.

The development of our property and other surrounding will promote accessibility and connectivity between the existing & future developments, improving the sense of community.

VIII. Concurrency Analysis

Concurrency is a finding that the public facilities and services necessary to support a proposed development are available, or will be made available, concurrent with the impacts of the development. The following sections provide this analysis.

IX. Utility Availability Analysis

The department of Public Works of the City of Fruitland Park was contacted to inquire about the existing utilities and services available. The following is a summary of the findings:

Sanitary Sewer: There is no public sanitary sewer within 1,000ft from our property, nevertheless the City's Public Works Department will be installing a new forcemain which should be at a distance of 2,400+/- feet of our project. Therefore, we propose a sanitary lift station, and forcemain, to connect to the City's new system.

Potable Water: According to the Department of Public Works there's an existing 10" diameter watermain in front of the property, along Myrtle Lake Ave, which can provide adequate service. An annual average consumption of 325 gallons per day is estimated

per dwelling unit (per City LDC), which can easily be supplied by the existing 10" watermain.

Stormwater Drainage: The property is bordered on the northeast by Crystal Lake which would receive most of the runoff. Our proposed grading and stormwater system will follow the existing terrain, thus the runoff patterns will not be altered. The construction of stormwater ponds will ensure that our project meets local regulations which don't allow for increase in runoff discharge.

X. Traffic Impact Analysis

Our property is fronted by Myrtle Lake Ave (2 lane road), which currently services The Glenn Subdivision (to our west), as well as other surrounding developments, and has adequate pavement width to handle the additional trips generated by a new single family subdivision in our property. Myrtle Lake Ave intersects to the east CR-468, which has an annual adjusted daily traffic of 7,600 (according to FDOT online database). The Transportation Element of Lake County's 2030 Comprehensive Plan doesn't show a necessary increase in lanes for CR-468, due to the adopted level of service by the County. According to the City's LDC, single family units generate 10.06 daily trips / D.U. for a total 694 trips, which can easily be handled by the existing roads. A full traffic report will be prepared for the engineering design at a later stage.

XI. School Impact Analysis

We contacted the Growth Planning Department of the Lake County School Board and they determined that our property would be assigned to:

- Fruitland Park Elementary
- Carver Middle School
- Leesburg High School

According to the Lake County School Board, as of 2021, all of these schools have enough capacity to receive the students generated by a residential development in our property. A School Concurrency Capacity Reservation will be submitted to the School Board at a future stage to reserve the seats for the generated students.

XII. Public Services & Others

New developments require several public, or private, services after constructed. The services & facilities listed below can be found within a few miles of our site.

- **Solid Waste:** can be provided by public service
- **Emergency Services:** On January 1, 2021, Lake County Fire Rescue (LCFR) assumed the responsibility for the delivery of fire protection and rescue services within the city limits of Fruitland Park.
- **Public Parks:** Glen Park is located within a few hundred feet. Also, the City has big parks and recreational complexes: Gardenia Park Recreation Complex, Northwest Lake

Community Center, Cales Memorial Multipurpose Soccer Field Recreation Complex, Olive Park and Veteran's Memorial Park, among others.

XIII. Environmental Assessment

The property is currently vacant, and it doesn't show signs of prior constructions, clearings or alterations. The vegetation is mostly trees and brushes, with the exemption of an existing wetland on the northeast corner, described further below. This environmental assessment covers the following:

Soils: An exhibit has been prepared showing the soils classified by the USDA Soil Conservation Service. Our property encompasses approximately 25+/- acres and has 4 primary types of soils. The Soil Conservation Service has classified most of the soils as sand type. The Hydrologic Soil Group for these soils is mostly type "A", with good soil absorption. A full geotechnical study will be performed for the engineering design at a future stage.

Wetlands and Other Surface Waters: U.S. Fish & Wildlife Service keeps the National Wetlands Inventory which shows presence of wetland in a small portion of the site's northeast corner (see exhibit). A 25ft buffer will be maintained along the wetland limit. At this moment, there's no residential development proposed within the wetland area or its buffer, but a pedestrian access to the lake will be built as an amenity. A full wetland delineation will be performed for the engineering design at a later stage. Potentially a boat dock can be built to load/unload kayaks and other equipment onto Crystal Lake, as allowed by government regulations. There's no dredging or additional construction proposed within the Lake. Following the current regulations our project will apply for an ERP permit from the Water Management District.

Endangered Species: A research of the Florida Fish and Wildlife Conservation Commission (FFWCC) GIS records shows no bald eagles on site, or within a 2,000ft radius. Also, the U.S. Fish and Wildlife Service doesn't show our property, nor the surrounding properties, to be considered critical habitat areas considered essential for the conservation of a listed species. On our site visit of May 14, 2021 no endangered species were seen, but Wildlife detailed surveys will be prepared for the engineering design and permitting at a later stage.

Flood: FEMA's Firm Map 12069C0306E, effective 12/18/2012 show a small portion of the northeast corner of the property in a flood zone "AE", with a flood elevation of 78.9ft. The vast majority of the property lies within zone "X" (outside of flooding). The project and its facilities are located outside the flood zone. A drainage study will be prepared for the engineering design at a future stage.

Land Use and Cover: The Florida Department of Environmental Protection has continued the efforts of updating the Florida Land Use, Cover, and Forms Classification System maps (FLUCCS), derived from the DOT (1999). Our property has a FLUCCS associated with trees, similar to some of the surrounding properties, which have already been developed.

XIV. Florida Master Site File Sign-off

The Department of State, Division of Historical Resources, issued a letter dated May 7, 2021 which states that *"the Florida Master Site File lists no cultural resources recorded for the*

designated property". Also, the City's comprehensive plan, Map 1-8, doesn't show any historical findings within our property, nor nearby.

XV. Justification

Our request to annex, PUD and amend the comprehensive plan follows the best use of this property, which is a residential development. We understand that the Cities/Counties can't update their maps and regulations at a pace to keep up with the constant changes in the economy and needs of their citizens. The following are the main justifications for our request:

1. The density will remain under 4 du/ac, which is the same for the surrounding areas
2. The proposed lot size is allowed under other zoning districts
3. This lot size is compatible with current market standards
4. 60+ individual septic tanks can't be considered environmentally friendly (nor desirable by homeowners), but would be the alternative allowed by the City's LDC, if our request is denied
5. Annexation to the City will require the City to provide water & sewer, but the City is not providing sewer in front of our property. The extra lots that can be created are needed to pay for the sanitary sewer infrastructure required to connect to the City sewer, eliminating the need for septic tanks
6. Adjacent cities allow for even smaller lot sizes and higher densities
7. This annexation, and proposed project, will increase the City's tax base, at no additional cost to the City

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6e

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing –
Ordinance 2022-009 SSCPA (Annexation) – N of Myrtle
Avenue and W of CR468 - Petitioner: Crystal Lake Land
Holdings, LLC.

For the Meeting of: April 28, 2022

Submitted by: City Attorney/City Manager/Community Development
Director

Date Submitted: April 14, 2022

Funds Required: No

Attachments: Proposed Ordinance 2022-009, legal description (Exhibit A),
zoning map designation (Exhibit B), Comprehensive Plan
exhibits, (See Agenda Item Summary Sheet 6d for
advertising affidavit and staff report.)

Item Description: Ordinance 2022-009 to change the Future Land Use
Designation from Lake County Urban Medium Residential to Fruitland Park Single Family Medium
Density (Residential PUD) of 24.83± acres which is consistent with the City of Fruitland Park’s
Comprehensive Plan. The “proposed” infill development and future land use is a decrease in
density from its current Urban Medium Density at seven units per acre to Single Family Medium
Density at four units per acre). The Planning and Zoning Board approved the subject proposed
ordinance at its April 21, 2022 meeting. (The second reading will be held on May 12, 2022.)

Action to be Taken: Approve the LPA’s recommendation.

Staff’s Recommendation: Approval.

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2022-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM RESIDENTIAL TO CITY SINGLE FAMILY MEDIUM DENSITY OF 24.83 +/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from A & B Engineering Consultants, PA as applicant, on behalf of Crystal Lake Land Holdings, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Single Family Medium Density" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

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

Section 1: The following described property consisting of approximately 24.83 ± acres generally located north of Myrtle Lake Avenue and east of Myrtle Lake View Drive as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Single Family Medium Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3. Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3187 and F.S. 163.3184(11).

Section 4: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: Scrivener’s Errors.

Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 7. Adoption

After adoption, a copy hereof shall be forwarded to the Department of Economic Opportunity.

Section 8: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2022.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk

Anita Geraci-Carver, City Attorney

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)

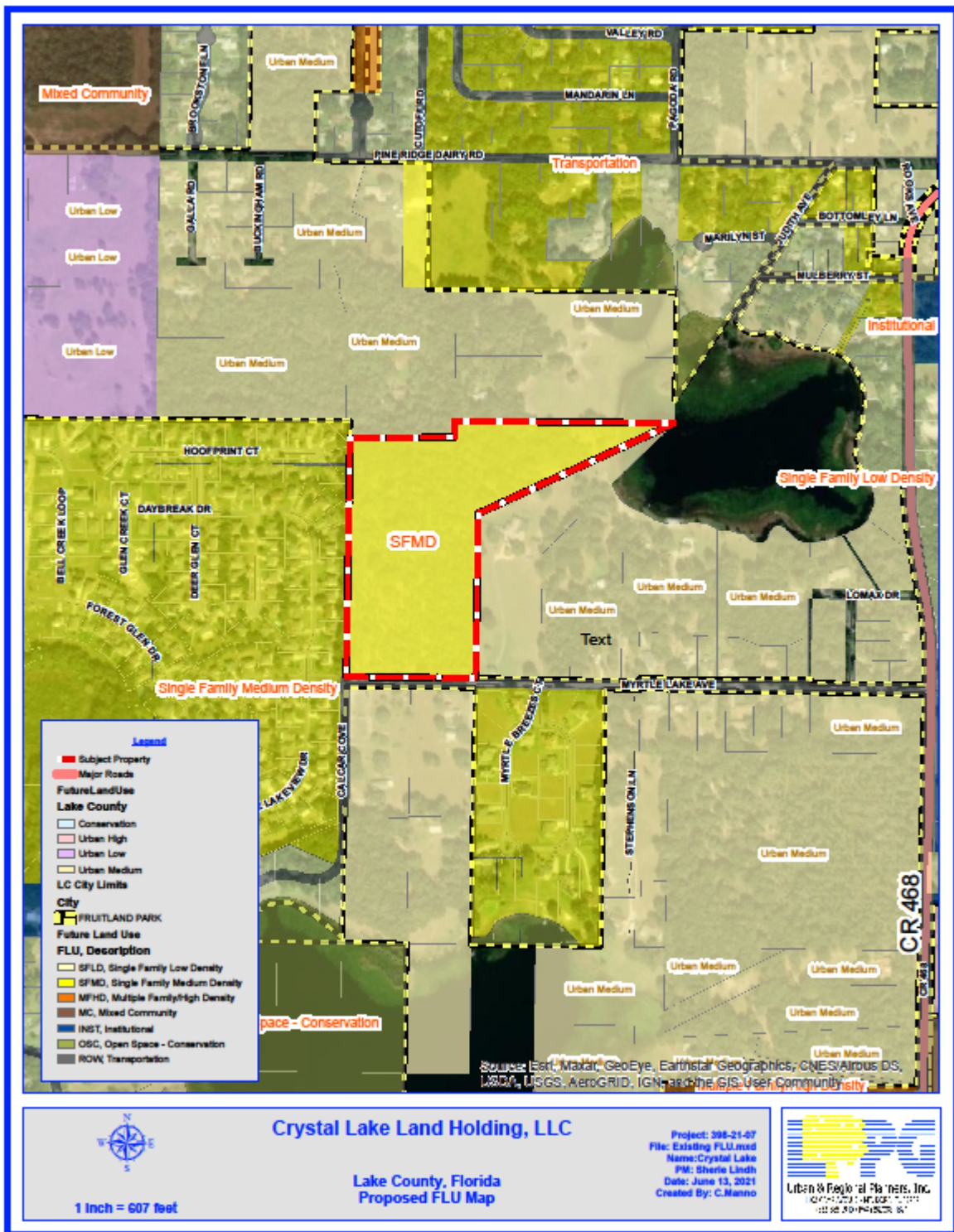
Passed First Reading _____
Passed Second Reading _____
(SEAL)

“EXHIBIT A”

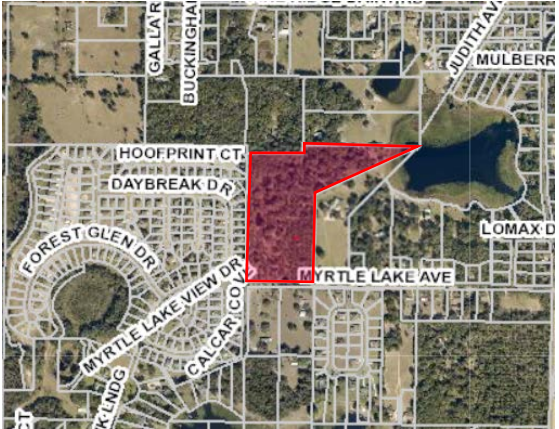
That part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, and run North $89^{\circ}0'05''$ West along the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 8, a distance of 988.35 feet; thence North $00^{\circ}59'55''$ East 25.00 feet to a point on the North right-of-way line of Myrtle Lake Avenue and the Point of Beginning of this description; from said Point of Beginning run North $89^{\circ}0'00''$ West along the North right-of-way line of Myrtle Lake Avenue 658.92 feet to a point on the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence North $00^{\circ}57'00''$ East along the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 1,219.46 feet to a point that is South $00^{\circ}57'00''$ West 82.20 feet from the Northwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $89^{\circ}34'30''$ East parallel with the North line of the Southeast $\frac{1}{4}$ of said Section 8 a distance of 529.99 feet; thence North $00^{\circ}53'13''$ East 82.20 feet to a point on the North line of the Southeast $\frac{1}{4}$ of Said Section 8; thence South $89^{\circ}34'30''$ East along the North line of the Southeast $\frac{1}{4}$ a distance of 1,120.29 feet to the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $65^{\circ}13'49''$ West 1,099.42 feet; thence South $00^{\circ}59'55''$ West 836.39 feet to the Point of Beginning.

EXHIBIT B



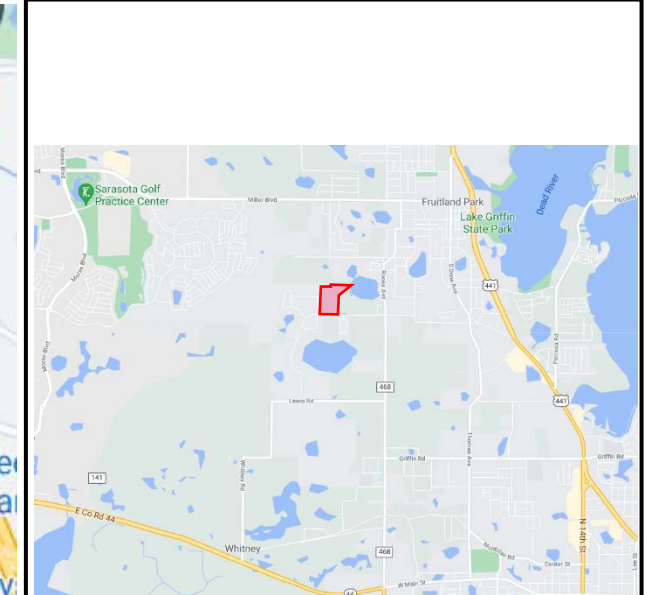
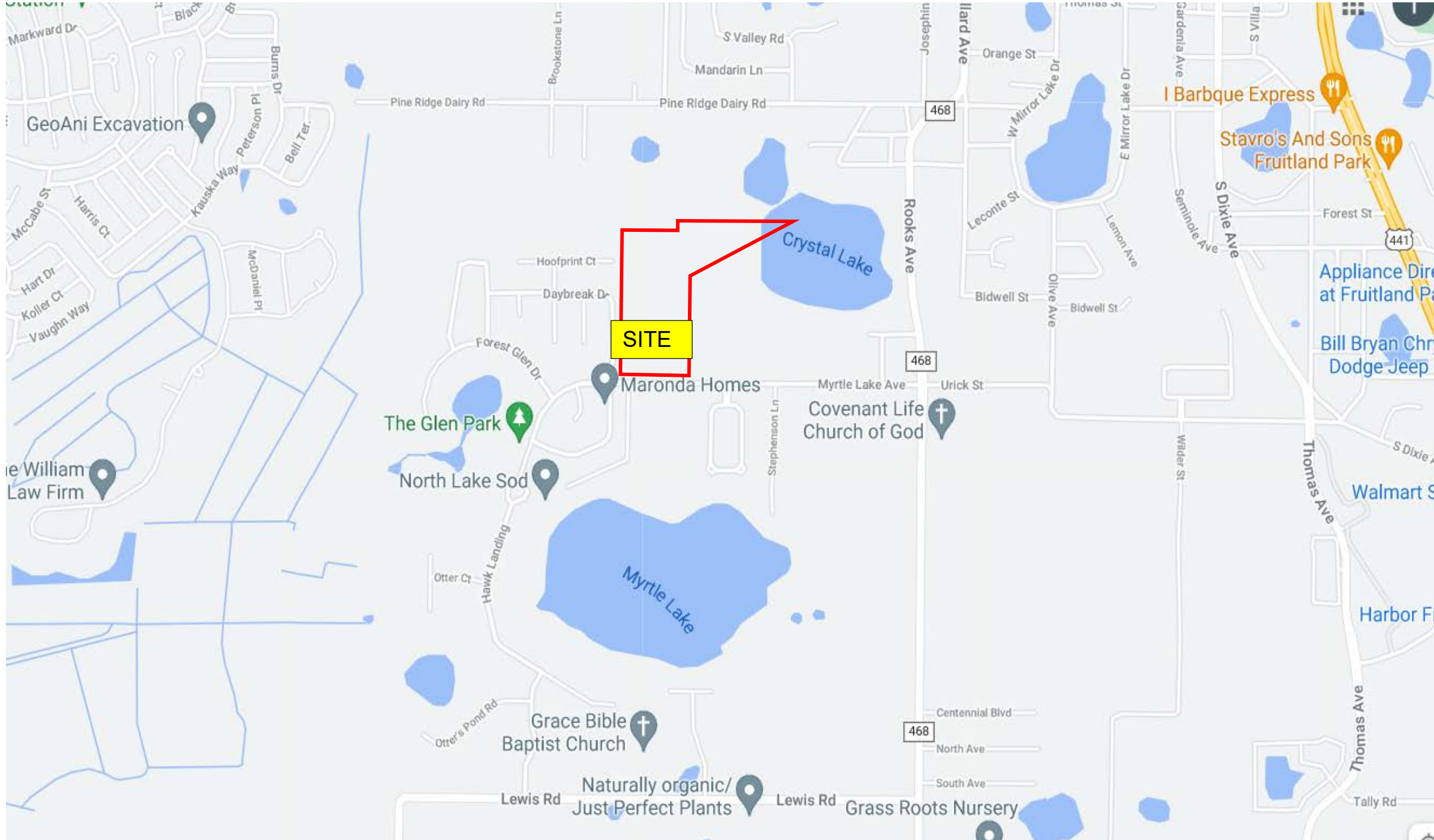
Alt Key 1288606
Myrtle Lake Ave
Fruitland Park, FL



Sheet Title:
Exhibit A
(Aerial Photo)

Alt Key 1288606

Myrtle Lake Ave
Fruitland Park, FL



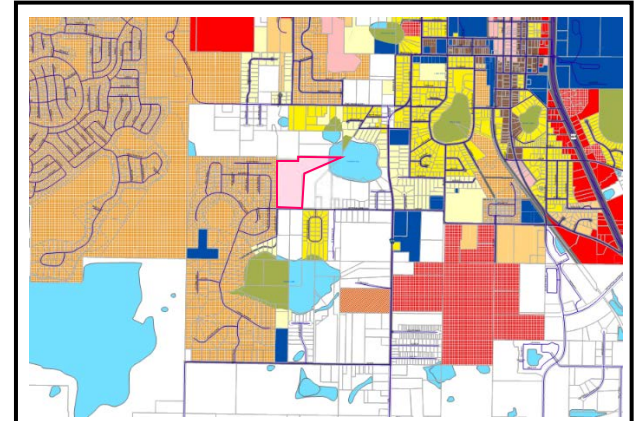
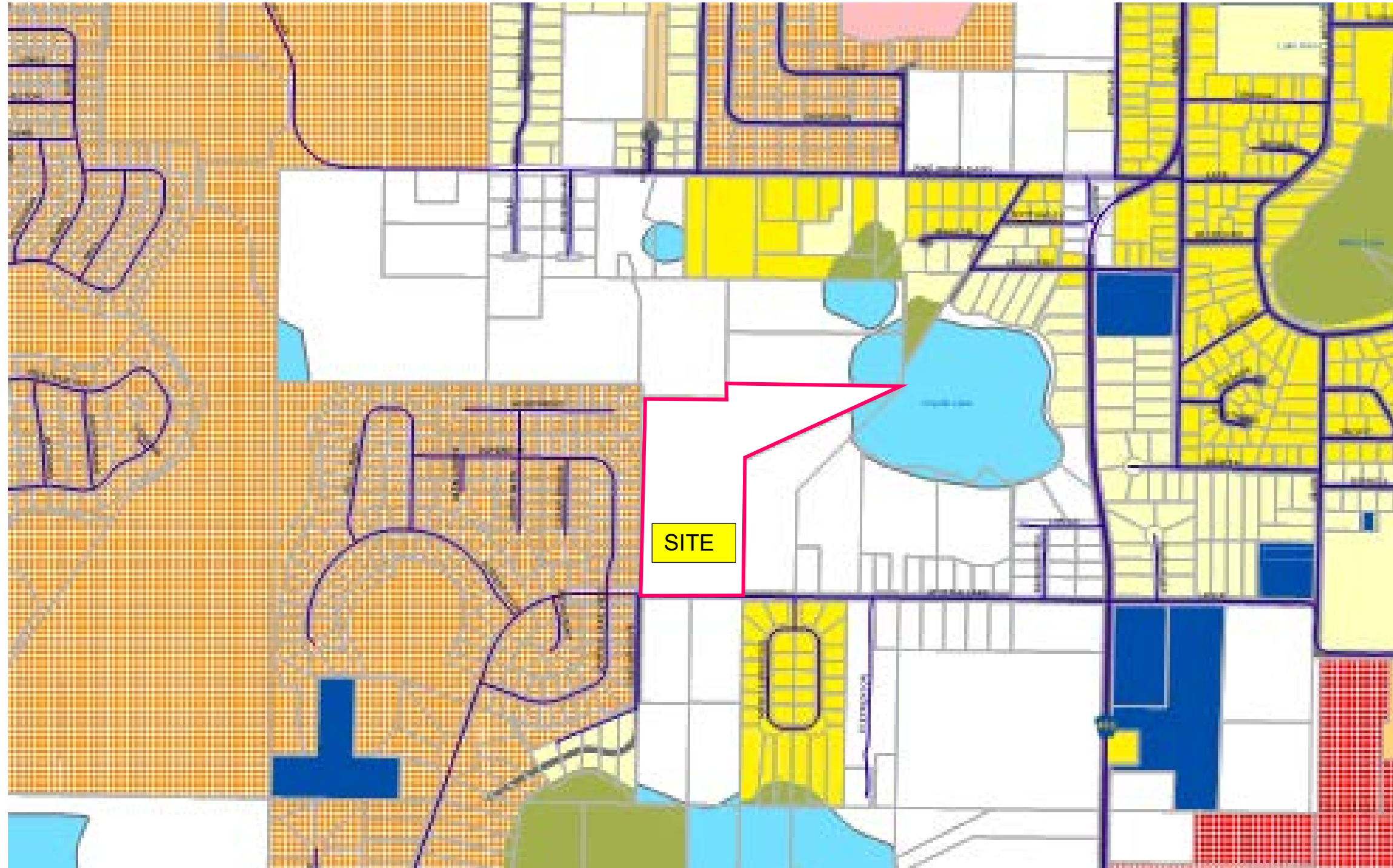
A&B Engineering Consultants, P.A.
www.anbcompanies.com

Sheet Title:

Exhibit B
(Location Map)

Alt Key 1288606

Myrtle Lake Ave
Fruitland Park, FL



Legend:

- R-1, Residential Single Family Home - Low Density
- R-2, Residential Single Family Home - Medium Density
- R-2A, Medium Density Residential
- R-3, Multi-Family Residential - High Density
- R-3A, High Density Residential/Neighborhood Commercial
- RP, Residential Professional
- C-1, Neighborhood Commercial
- C-2, General Commercial
- IND, Industrial
- PUD, Planned Unit Development
- CPUD, Commercial Planned Unit Development District
- IND-PUD, Industrial PUD
- MPUD, Mixed Use PUD
- PFD, Public Facilities District
- GB, Green Belt District
- ROW, Right-of-Way



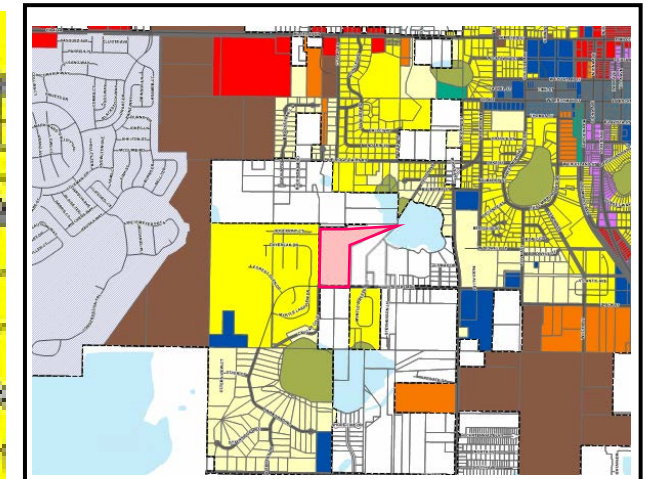
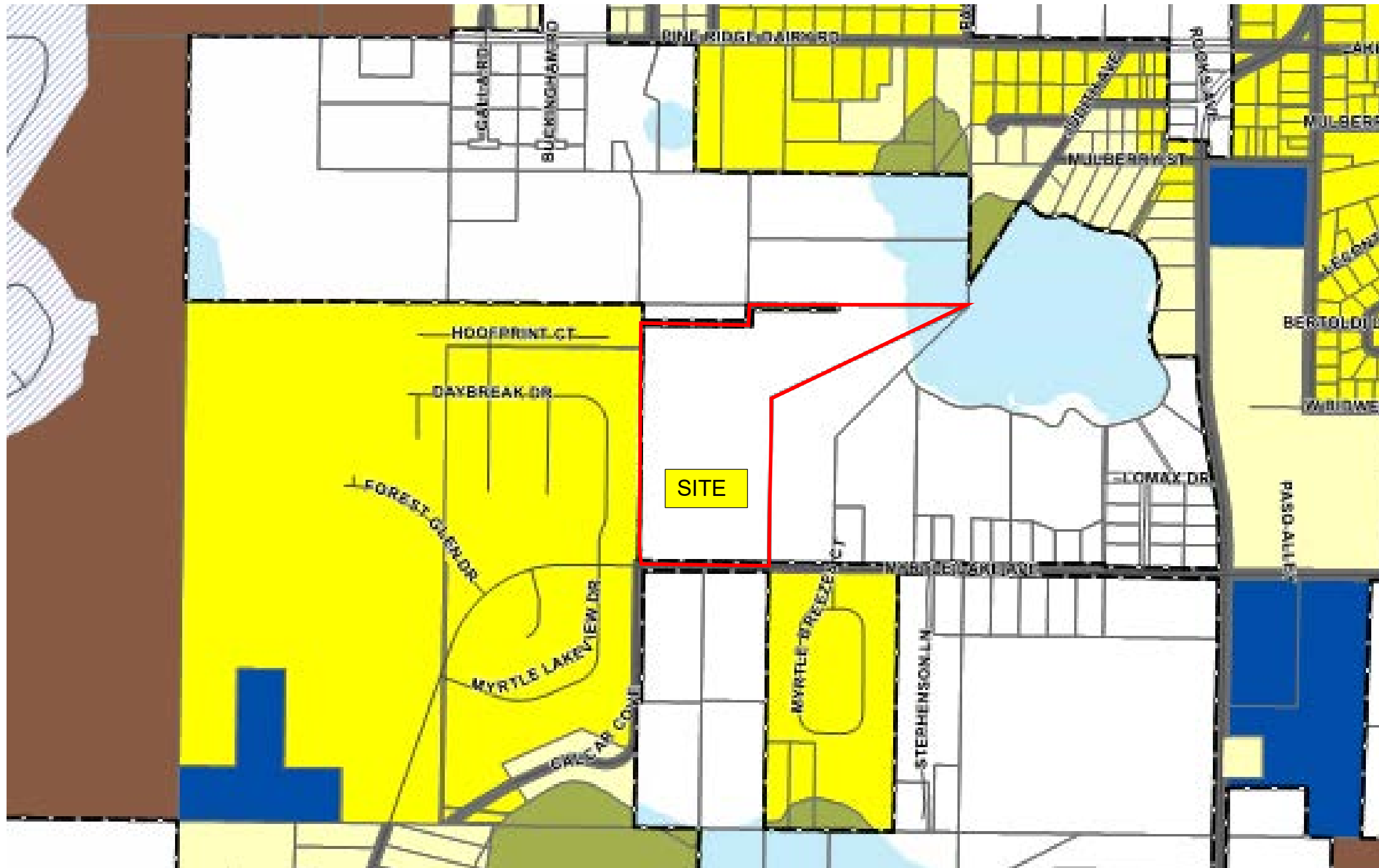
Sheet Title:

Exhibit C

(Requested Zoning Map Designation)

Alt Key 1288606

Myrtle Lake Ave
Fruitland Park, FL



Legend:

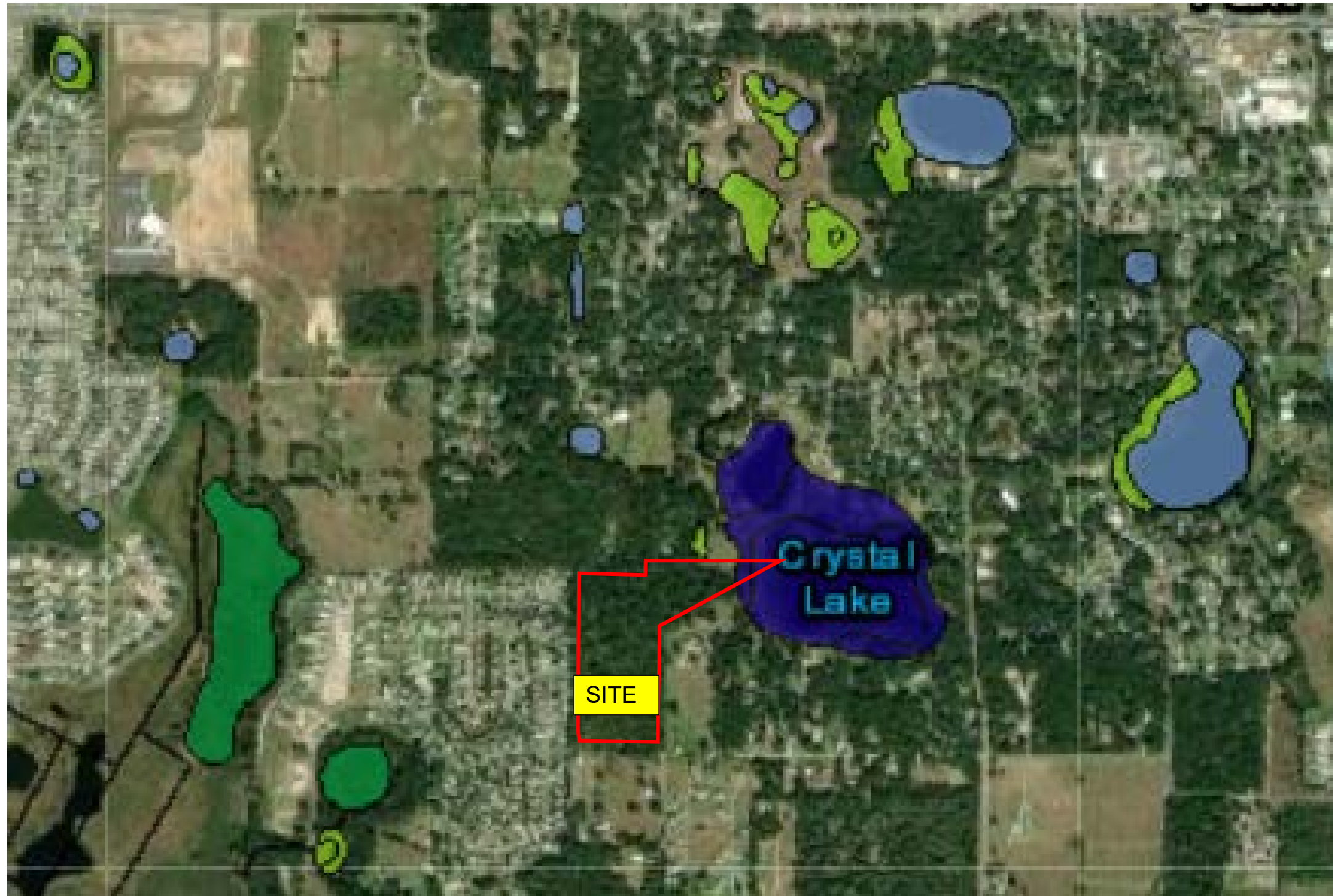
Minor Roads	COMM, Commercial
County Boundary	MC, Mixed Community
Tax Parcels	IND, Industrial
Lakes	INST, Institutional
Fruitland Park Future Land Use	REC, Recreational
FLU, Description	OSC, Open Space - Conservation
CBDMU, Central Business District Mixed Use	OSU, Open Space - Utilitarian
T, Transitional	ROW, Transportation
SFLD, Single Family Low Density	VDR1, The Villages of Fruitland Park DRI
SFMD, Single Family Medium Density	
MFLD, Multiple Family Low Density	
MFHD, Multiple Family High Density	



Sheet Title:
Exhibit D
(Requested FLUM Designation)

Alt Key 1288606

Myrtle Lake Ave
Fruitland Park, FL



Legend:

Wetlands	
	Estuarine and Marine Deepwater
	Estuarine and Marine Wetland
	Freshwater Emergent Wetland
	Freshwater Forested/Shrub Wetland
	Freshwater Pond
	Lake
	Other
	Riverine

Riparian	
	Forested/Shrub
	Herbaceous



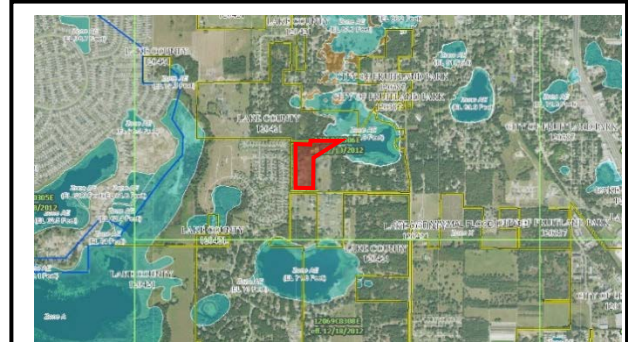
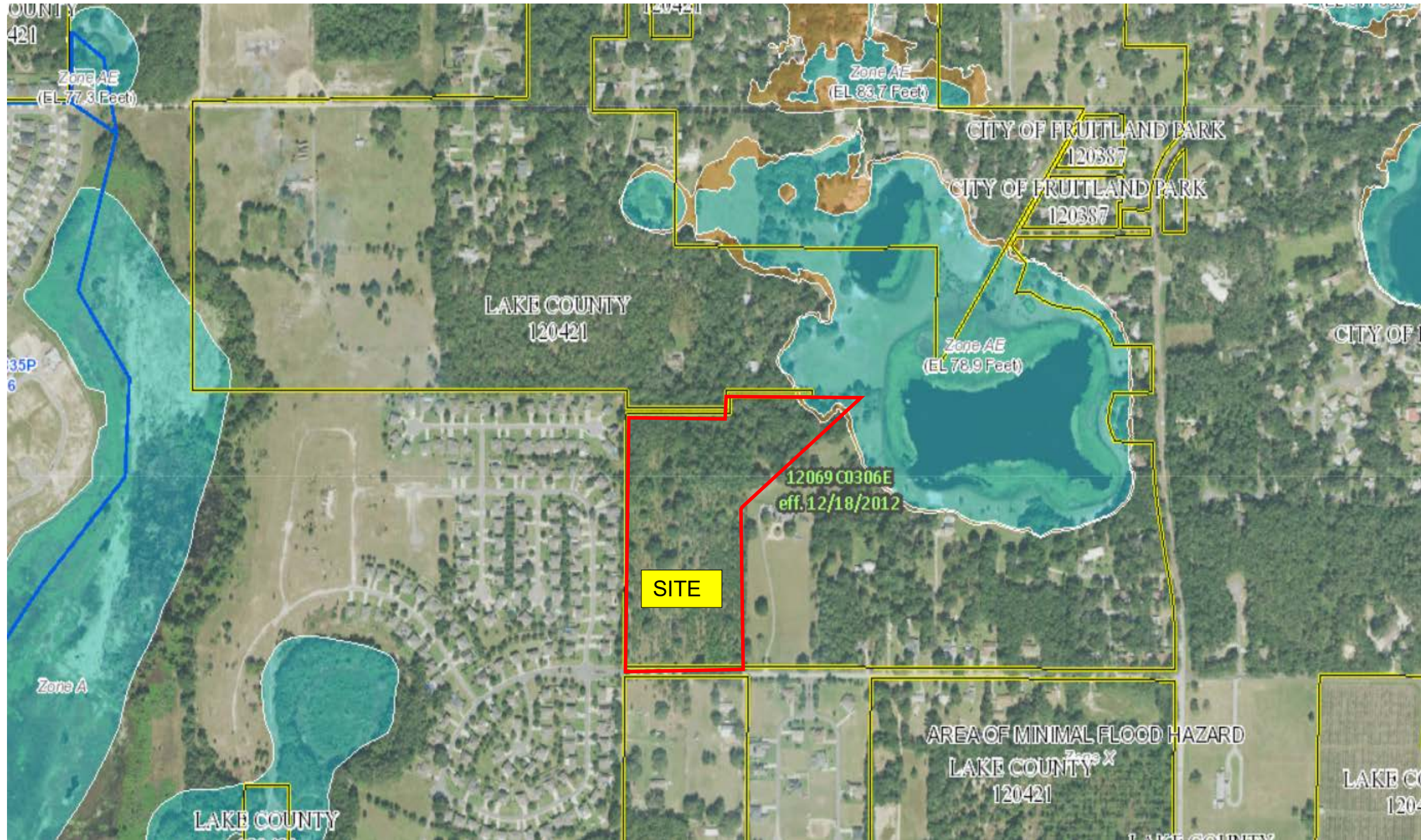
Sheet Title:

Exhibit E

(Environmental Constrains, Wetland Map)

Alt Key 1288606

Myrtle Lake Ave
Fruitland Park, FL



Legend:

Effective FIRM Panels

- GeoIndex
- No Digital Data Available
- Digital Data Available
- Unmapped

NFHL

- River Mile Markers
- Profile Baselines

Political Jurisdictions

- Submittal Information

Coastal Barrier Resources System Area (US FWS)

- CBRS Prohibitions
- Otherwise Protected Area
- System Unit



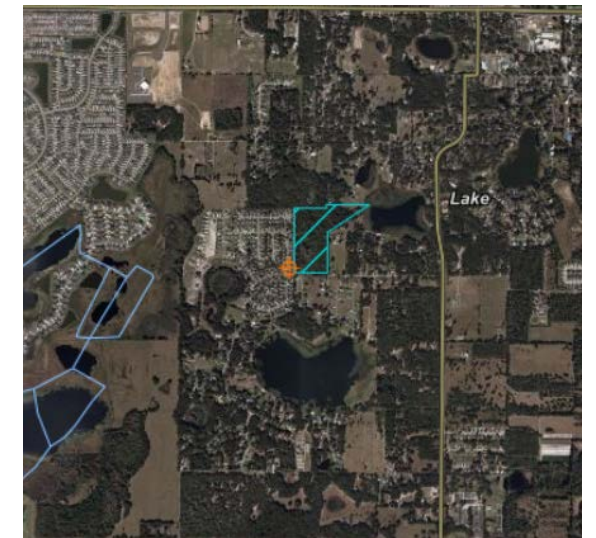
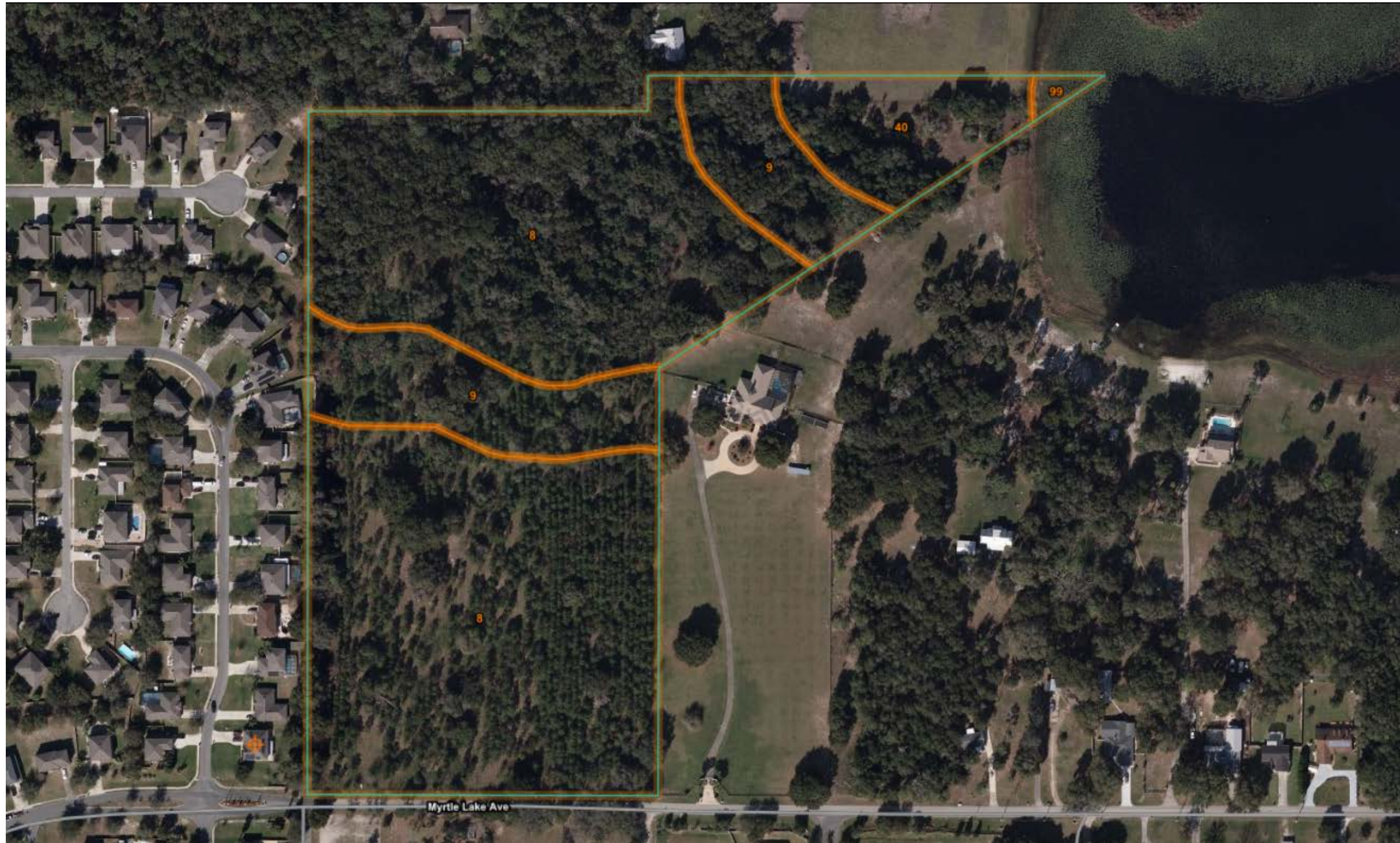
Sheet Title:

Exhibit F

(Environmental Constrains, Flooding)

Alt Key 1288606

Myrtle Lake Ave
Fruitland Park, FL



Legend:

Map unit symbol	Map unit name
8	Candler sand, 0 to 5 percent slopes
9	Candler sand, 5 to 12 percent slopes
40	Placid and Myakka sands, depressional
99	Water



Sheet Title:

Exhibit G

(Soils)

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6f

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-010 Rezoning 24.83 ± acres - North of Myrtle Lake Avenue and Est of Lake View Drive - Petitioner: Crystal Lake Land Holdings, LLC.

For the Meeting of: April 28, 2022

Submitted by: City Attorney/City Manager/Community Development Director

Date Submitted: April 14, 2022

Funds Required: No

Attachments: Proposed Ordinance 2022-010, legal description (Exhibit A), proposed zoning map (Exhibit B), PUD exhibits (maps), and conceptual site plan. (See Agenda Item Summary Sheet 6d for advertising affidavit and staff report.)

Item Description: Ordinance 2022-010 from Lake County R-3 to City of Fruitland Park Planned Unit Development (PUD). The property is located North of Myrtle Land Avenue and West of CR468. This will allow the property to be rezoned to Fruitland Park Planned Unit Development (Residential PUD); minimum lot size of 8,000 SF with central water and central sewer (65 feet wide). The proposed zoning is compatible with the adjacent lands as the concept plan was amended to include a 25' landscaping buffer along the project boundary. The subject site is within the city's utility service area. The Planning and Zoning Board approved the subject proposed ordinance at its April 21, 2022. (The second reading will be held on May 12, 2022.)

Action to be Taken: Approve Ordinance 2022-010.

Staff's Recommendation: Approval.

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2022-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 24.83+/- ACRES OF PROPERTY FROM LAKE COUNTY R-3 TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from A & B Engineering Consultants, PA as applicant, on behalf of Crystal Lake Land Holdings, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Lake County R-3 to City Planned Unit Development (PUD) within the City limits of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed zoning has been properly published; and

WHEREAS, the City Commission reviewed said petition, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

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

Section 1: The following described property consisting of approximately 24.83 ± acres generally located north of Myrtle Lake Avenue and east of Myrtle Lake View Drive as described and depicted as set forth on Exhibit "A" and as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations and shall hereafter be developed according to Master Development Agreement attached hereto as Exhibit "C", which includes, but is not limited to, the concept plan prepared by A&B Engineering Consultants, P.A.

Section 2: That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Scrivener’s Errors. Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2022.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk

Anita Geraci-Carver, City Attorney

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)

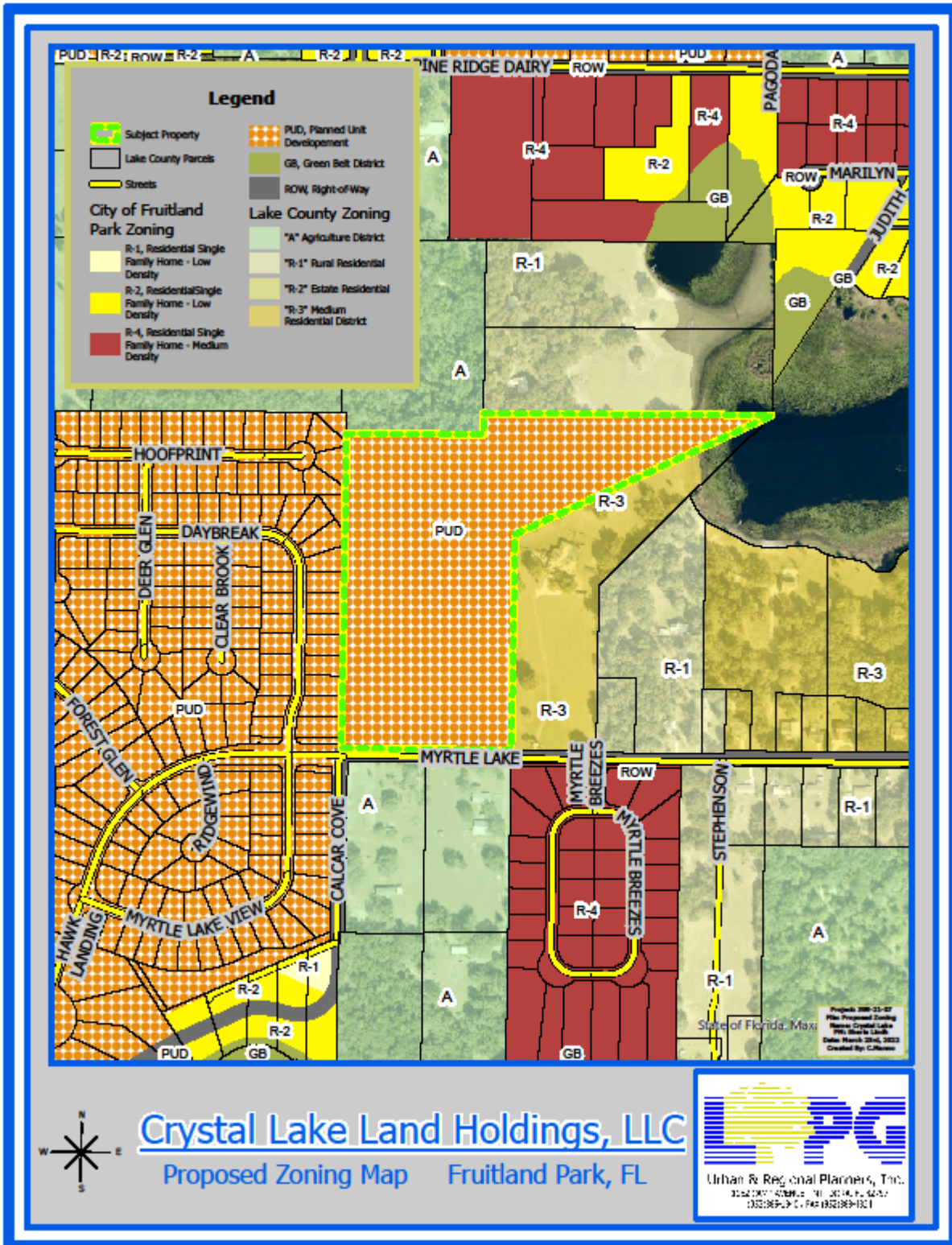
Passed First Reading _____
Passed Second Reading _____
(SEAL)

“EXHIBIT A”

That part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, and run North $89^{\circ}0'05''$ West along the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 8, a distance of 988.35 feet; thence North $00^{\circ}59'55''$ East 25.00 feet to a point on the North right-of-way line of Myrtle Lake Avenue and the Point of Beginning of this description; from said Point of Beginning run North $89^{\circ}0'00''$ West along the North right-of-way line of Myrtle Lake Avenue 658.92 feet to a point on the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence North $00^{\circ}57'00''$ East along the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 1,219.46 feet to a point that is South $00^{\circ}57'00''$ West 82.20 feet from the Northwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $89^{\circ}34'30''$ East parallel with the North line of the Southeast $\frac{1}{4}$ of said Section 8 a distance of 529.99 feet; thence North $00^{\circ}53'13''$ East 82.20 feet to a point on the North line of the Southeast $\frac{1}{4}$ of Said Section 8; thence South $89^{\circ}34'30''$ East along the North line of the Southeast $\frac{1}{4}$ a distance of 1,120.29 feet to the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence South $65^{\circ}13'49''$ West 1,099.42 feet; thence South $00^{\circ}59'55''$ West 836.39 feet to the Point of Beginning.

“EXHIBIT B”



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6g

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-012 Amend and Restate Master Development Agreement - Petitioner: Lake Saunders Groves Land, LLP

For the Meeting of: April 28, 2022

Submitted by: City Attorney/City Manager/Community Development Director

Date Submitted: April 14, 2022

Funds Required: No

Attachments: Proposed Ordinance 2022-012, First Amended and Restated Master Development Agreement, applicable exhibits, advertising affidavit and staff report.

Item Description: Ordinance 2022-012 - 135. ± acres located between Lake Ella Road and South to Spring Lake Road to adopt a first amended and restated master development agreement; amending the conceptual plan - reducing the density and number of residential units, and providing for design standards. The plan proposes 112 – 50’ lots, 118 – 60’ lots and 190 townhomes with an overall density of 3.11 units per acre.

The Planning and Zoning Board approved the subject proposed ordinance at its April 21, 2022 meeting. The second reading will be held on May 12, 2022.)

Action to be Taken: Approve Ordinance 2022-012 .

Staff’s Recommendation: Approval.

Additional Comments: Staff recommends approval of Ordinance 2006-013A and recommends continued coordination with the City of Fruitland Park and Lake County Public Works regarding proposed roadways.

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2022-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2006-13 TO ADOPT A FIRST AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 135.7 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been submitted by Lake Saunders Groves Land, LLP, a Florida limited liability partnership, as applicant/owner requesting an amendment to the Master Development Agreement adopted by Ordinance 2006-13; and

WHEREAS, the property has a future land use designation of Single-Family Medium Density and Multiple Family High Density Residential as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map; and

WHEREAS, the adopted zoning of Planned Unit Development is consistent with the future land use designation; and

WHEREAS, the application bears the signature of all applicable parties; and

WHEREAS, the required notice has been properly published and provided as required by the City's Land Development Code and Florida Statutes; and

WHEREAS, the City Commission reviewed said application, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

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

Section 1. The following described property consisting of approximately 135.7 ± acres of land located between Lake Ella Road and south to Spring Lake Road, Fruitland Park, zoned Planned Unit Development shall hereafter be developed according to the First Amended and Restated Master Development Agreement attached hereto as **Exhibit A**, which includes, but is not limited to, the Lake Saunders Grove Land Concept Plan prepared by HALFF Inc. dated February 2022 and architectural design standards. The property is more particularly described as:

LEGAL DESCRIPTION: See Exhibit B.

Parcel Alternate Key Nos. 1284490, 1284503, 1284511, 1284805, 1284821, 1771617, 1771625 and 3883988 and depicted in Exhibit C.

Section 2. That as more particularly set forth in the First Amended and Restated Master Development Agreement, density is reduced from 4.01 units per acre to 3.11 units per acre, and the maximum density is reduced from a maximum of 542 units to a maximum of 420 units.

Section 3. That the zoning classification currently assigned remains and is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance 2006-13 and Resolution No. 2018-043 remain in full force and effect except as amended in this ordinance.

Section 7. This Ordinance shall become effective in accordance with law.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2022.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk
(SEAL)

Anita Geraci-Carver, City Attorney

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)

Passed First Reading _____

Passed Second Reading _____

EXHIBIT A TO ORDINANCE
First Amended and Restated Master Development Agreement

[See Attached]

First Amended and Restated Master Development Agreement

THIS FIRST AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (“Agreement”) entered into and made as of the _____ day of _____ 20___, between the CITY OF FRUITLAD PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the “City”), and Lake Saunders Groves Land LLP, a Florida limited liability partnership, (hereinafter referred to as the “Owner/Developer”).

RECITALS

1. The Owner/Developer previously annexed into the City of Fruitland Park approximately 135.7 acres of property currently located in unincorporated Lake County, Florida, described on Exhibit “A” attached to and incorporated in this Agreement (hereinafter referred to as the “Property”).
2. The Property is currently zoned “Planned Unit Development” and governed by City Ordinance 2006-13, recorded at Official Records Book 3291, Pages 1582-1601, Public Records of Lake County, Florida, and City Resolution No. 2018-043, recorded at Official Records Book 5183, Pages 1447-1474, Public Records of Lake County Florida.
3. Owner/Developer wishes to amend the Master Development Agreement attached as Exhibit “A” to Ordinance 2006-13 and Resolution 2018-043.
4. Owner/Developer represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that amendment to the existing Master Development Agreement presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner/Developer will fund and has funded certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City limits and the City’s Chapter 180, Florida Statutes, utility district, and Owner/Developer has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part of thereof.

Section 2. Land Use/Development. Development of the Property (the “Project”) shall be substantially consistent with the “Lake Saunders Grove Land, LLP Concept Plan” prepared by HALFF, Inc., dated February 2022 and attached as Exhibit “B” (the “Plan”). All development shall be consistent with City’s “PUD” (Planned Unit Development/Residential) zoning district and, subject to City approval after public hearing, City’s Single Family Medium Density Residential land use category for the portion of the Property generally lying westward of the 12.82 acre lake as depicted on the Plan, and Multiple Family High Density Residential for the portion of the Property generally lying eastward of the 12.82 lake as depicted on the Plan. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 3. Density. Overall gross density for the Property shall not exceed 3.11 units per acre. Gross acreage is approximately 135 acres, and the maximum density shall not exceed 420 units. However, the density on the eastern portion of the Property shall be greater to allow for a transition from commercial and industrial areas to the east to the single-family areas to the west.

Section 4. Phasing. Owner/Developer may develop the Property in two (2) separate phases and shall not proceed to sell lots or homes in subsequent phases until the infrastructure of the previous phase is 75% completed. However, both phases may be graded, and infrastructure constructed, simultaneously if Owner/Developer so chooses and all City code provisions are followed.

The Phases are more specifically set forth below and are demarcated accordingly on the Plan.

- A. Phase I: Single Family Dwelling Units
Number of units: 156
Phase I: Condominiums or Townhomes
Number of units 190
- B. Phase II: Single Family Dwelling Units
Number of units: 74

Section 5. Development Standards. City and Owner/Developer agree that the unit mix for development of the Property shall be substantially as follows:

- A. Single Family Dwelling Unit
 - i. Minimum Building Setbacks
 - a. Front: 20 feet
 - b. Front-Garage: 25 feet
 - c. Side: 5 feet
 - d. Rear: 15 feet
 - ii. Minimum Living Area: 1,200 SF
 - iii. Minimum Lot Width: 50 feet
 - iv. Minimum Lot Area: 6,000 SF
 - v. Maximum Impervious Surface Ratio (Lots): 65%
 - vi. Minimum Open Space (Total Development): 25%

B. Townhomes and Condominiums

- i. Minimum Building Setbacks
 - a. Front: 20 feet
 - b. Front-Garage: 25 feet
 - c. Side: 10 feet (between building pads)
 - d. Side: 12.5 feet (building to street)
 - e. Side: 0 feet (between units)
 - f. Rear: 15 feet, except 5' for patio, pool and screen structures

- ii. Minimum Living Area: 600 SF
- iii. Minimum Lot Width: 20 feet
- iv. Minimum Lot Area: 2,000 SF
- v. Maximum Impervious Surface Ratio (Lots): 75%
- vi. Minimum Open Space (Total Development): 25%
- vii. Maximum Number of Attached Units 8

C. Building Heights.

The maximum building heights within the Property is 35 feet.

D. Open Space: A minimum of 25% Open Space shall be provided within the Property.

Section 6. Residential Design Standards. Design Standards shall be as follows:

- a. **Architectural features** - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim

- b. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 7. Homeowners Association. Owner/Developer shall establish a homeowner’s association, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas, unless some or all of those responsibilities are undertaken by a Community Development District pursuant to Section 8 below. Owner/Developer agrees to, at Owner/Developer’s expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at side plan approval. Owner/Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 8. Community Development District. Owner/Developer may establish a Community Development District (“CDD”) pursuant to and consistent with Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures as allowed by Section 190.12, F.S.

Section 9. Pedestrian and Bicycle Trails. Owner/Developer agrees to construct sidewalks to City standards on at least one side of a portion of the right of way within the Property. Additionally, Owner/Developer agrees to dedicate a 15-foot pedestrian and bicycle trail along the entire eastern boundary of the Property and to maintain, or require the homeowner to maintain, this area until and unless another entity suitable to City accepts maintenance responsibility. In this regard, if requested by City, Owner/Developer agrees to deed said property to City or some other entity in conjunction with the use of that area as a pedestrian/bicycle trail. City agrees that this area shall be counted in determining setbacks for the Property and as Open Space, provided that no improvements are constructed within the area that would conflict with the intended use as a pedestrian or bicycle trail. The pathways shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such pathways. Further, the pathways, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities and shall be addition to any other City of Fruitland Park Land Development Regulations requirements.

Section 10. Road Improvements. Owner/Developer shall be responsible for updating the previous traffic study at the time of submittal of the Phase I Preliminary Site Plan and subsequently designing and

constructing all transportation improvements based on such study. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner/Developer agrees to design and construct the Project with the future ability to connect to a street which may be constructed from U.S. 27/441 at the southern boundary of the existing automobile dealership west to the Project (“Street B”), and to provide a local road access from Street B westward through the Project, connecting to the property to the west of the Project.

Section 11. Lighting. Owner/Developer shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from single-family residences and townhomes to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and streetlights within the Property shall be installed by Owner/Developer and thereafter maintained by the HOA.

Section 12. Water, Wastewater, and Reuse Water. Owner/Developer and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater services (hereafter, “Utilities”) exclusively through purchase from City when available. Owner/Developer covenants and warrants to City that it will not engage in the business of providing such Utilities to the property or within City’s F.S. Chapter 180 utility district. No private well will be allowed within the Property. Owner/Developer shall construct, at Owner/Developer’s expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City’s current point of connection. Owner/Developer shall also construct, at Owner/Developer’s expense, “dry” utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. If any such improvements are oversized at the City’s request, the City shall either provide cash or impact fee credits to reimburse Owner/Developer for the materials directly related to such oversizing. If any utility improvements serve to provide any other property with connection ability which would not exist otherwise, the City and Owner/Developer will enter into a Pioneer Agreement with the Owner/Developer to provide for a pro-rata share reimbursement payment by such other property owner upon connection to the utility facilities, to the City or Owner/Developer.

Section 13. Impact Fees. Owner/Developer shall be required to pay impact fees as established by City from time to time, subject to any applicable credits.

Owner/Developer agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner/Developer shall pay the incremental increased amount at the time building permits are issued. Prepayment of the utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner/Developer agrees to and understands that no capacity has been reserved and that Owner/Developer assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner/Developer, Owner/Developer shall enter into a reservation agreement and any other utility agreements, or easements related to the Property as requested by City from time to time.

Section 14. Landscaping/Buffers. Owner/Developer has reviewed the City’s Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner/Developer shall

install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.

Owner/Developer shall, at its sole expense, install underground irrigation system on all common areas of the Property, as well as exercise and other measures reasonably necessary to ensure that long-term maintenance of the landscaping.

If reuse water is not available at the time of construction of any phase, Owner/Developer may install a temporary irrigation well, in compliance and with all applicable permits from the St. Johns River Water Management District (“District”). Such temporary irrigation well shall be abandoned upon availability of reuse water from the City, in compliance with all City and District regulations.

Owner/Developer shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner/Developer shall maintain such areas until such maintenance responsibilities has been assumed by the HOA.

Owner/Developer acknowledges City’s goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner/Developer agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Owner/Developer agrees to construct all landscape buffers as required by City’s Land Development Regulations. Developer further agrees to provide additional buffering along the southern portion of the Property as is reasonably requested by City to buffer the Property from the residents located along Spring Lake Road.

Section 15. Stormwater Management. Owner/Developer agrees to provide at Developer’s expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John’s River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 16. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner/Developer shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner/Developer shall be subject to any ordinance relating to Proportionate Share Mitigation.

Section 17. Final Site Plan Approval. After the approved Conceptual Site and Developer’s Agreement Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, and a Final Site Plan for the development shall be prepared and submitted for review and approval in the manner required by the City’s Land Development Code, as amended.

Section 18. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 19. Solid Waste Disposal Facilities. Owner/Developer shall provide for the townhomes and/or condominiums solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations. Owner/Developer agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

Section 20. Signage. Owner/Developer shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land and Development Regulations.

Section 21. Title Opinion. Owner/Developer shall provide to City, in advance of the City's execution of this Agreement, a title opinion of any attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 22. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended as well as regulations of county, state, local and federal agencies. All improvements and infrastructures shall be constructed to City standards.

Section 23. Due Diligence. The City and Owner/Developer further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner/Developer from time to time in accordance with the City's applicable policies for the provision of said services.

Section 24. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in section 163.3243, Florida Statutes.

Section 25. Governing Law. This Agreement shall be constructed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 26. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforced by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner/Developer to successive owners. Owners/Developer shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner/Developer consents to the placements of a claim of lien on the property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 27. Waiver, Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power privilege hereunder,

not will any single or partial exercise or any right, power or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 28. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 29. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	Mr. Gary La Venia, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 - Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 - Telephone Scott A. Gerken, Esquire City Attorney 4850 N. Highway 19A Mount Dora, Florida 32757 352-357-0330 - Telephone 352-357-2474 – Facsimile
As to Owner/Developer:	Lake Saunders Grove Land LLP c/o Grace Lindblom 1412 Colonial Drive Orlando, Florida 32804
Copy to:	Jimmy D. Crawford Crawford, Modica & Holt Chartered Attorneys at Law 702 W. Montrose Street Clermont, Florida 34711

Section 28. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner/Developer from complying with the law governing said permitting requirements, conditions, terms, or restrictions.

Section 30. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner/Developer. Construction of the Project shall substantially commence on or before August 23, 2026. In the event the conditions of the Master Development Agreement have not been substantially constructed during the required time period, the Term of Agreement may be extended by mutual agreement of the City and the Owner provided the extension request is filed 90 days prior to the expiration date. Failure to file a timely extension request, the PUD shall be null and void.

Section 31. Amendments. Amendments to the provisions of this Agreement shall be made by the parties only in writing and by formal amendment.

Section 32. Severability. If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____	By: _____
Witness Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Witness Signature	Signature
_____	_____
Print Name	Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Printed Name _____
Commission No _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Printed Name _____
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____

Date: _____

City Attorney

Attest: _____

City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The forgoing instrument was acknowledged before me this ____ day of _____ by
_____ and _____, _____, City Clerk of
the City of Fruitland Park, Florida, who are personally known to me and they acknowledge
executing the same freely and voluntarily under authority vested in them and that the seal affixed
thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public, State of Florida
Printed Name _____
Commission No _____
My Commission Expires _____

Exhibit "A"

To First Amended and Restated Master Development Agreement

Legal Description

Parcel 33-18-24-0003-000-02900 (Alt Key 1284490):

The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 Feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 33-18-24-0002-000-00801 (Alt Key 1284503):

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.

Parcel 33-18-24-0001-000-00700 (Alt Key 1284511):

The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 169.28 feet; then N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

Parcel 33-18-24-0002-000-00802 (Alt Key 1284805):

The East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 33-18-24-0002-000-00800 (Alt Key 1284821):

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 33-18-24-0003-000-02600 (Alt Key 1771617):

Begin at the Northwest corner of the SE 1/4 of NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the point of beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

Parcel 33-18-24-0004-000-04600 (Alt Key 1771625):

Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, then West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the point of beginning.

Parcel 33-18-24-0002-000-10200 (Alt Key 3883988):

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 169.28 feet; then N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

Exhibit "B"

To First Amended and Restated Master Development Agreement

Plan

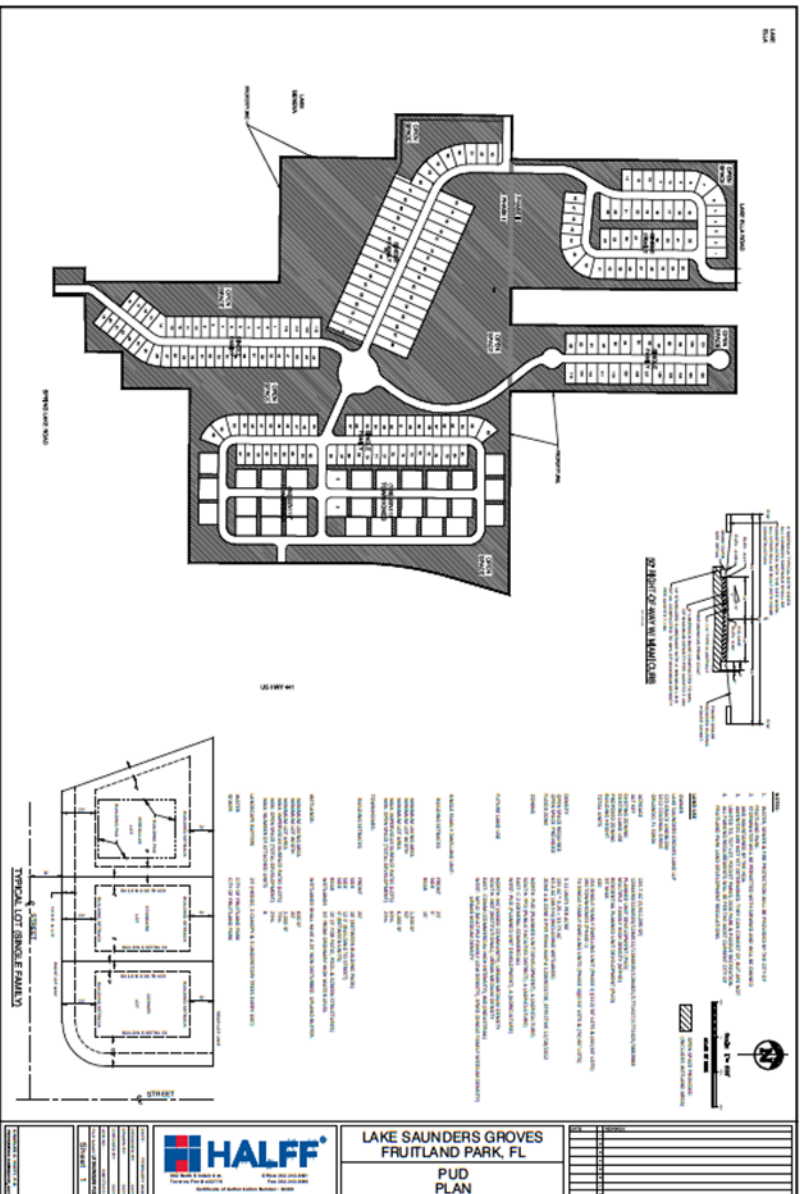


EXHIBIT "B" TO ORDINANCE Legal Description

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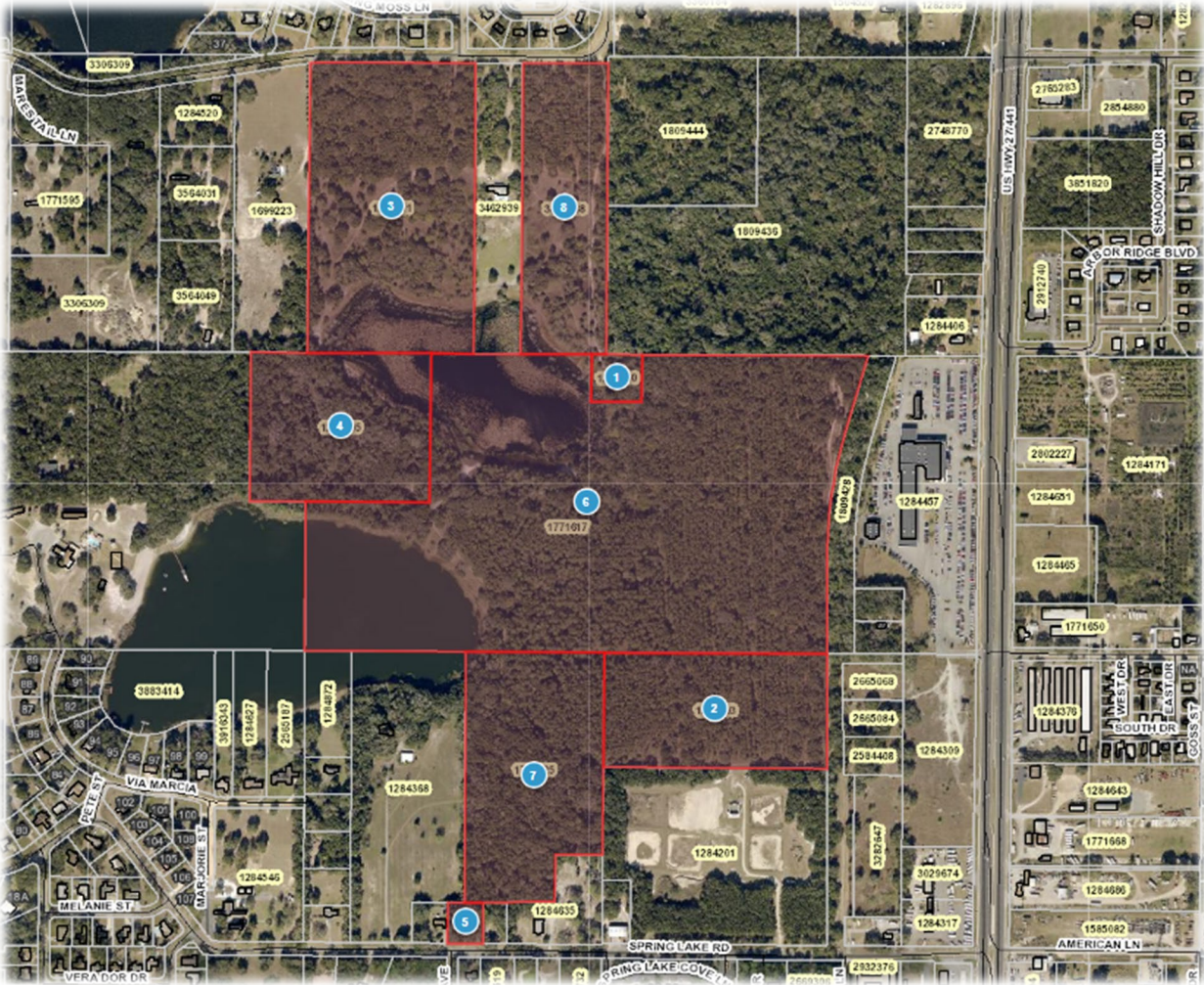
Parcel 33-18-24-0004-000-04600 (Alt Key 1771625):

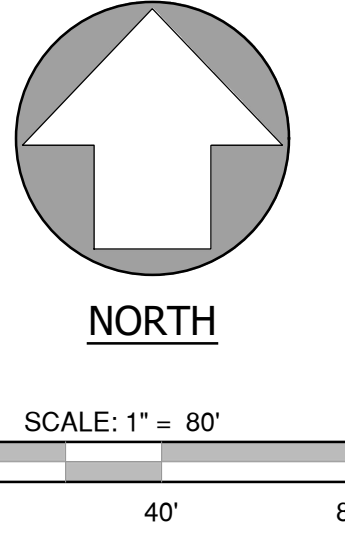
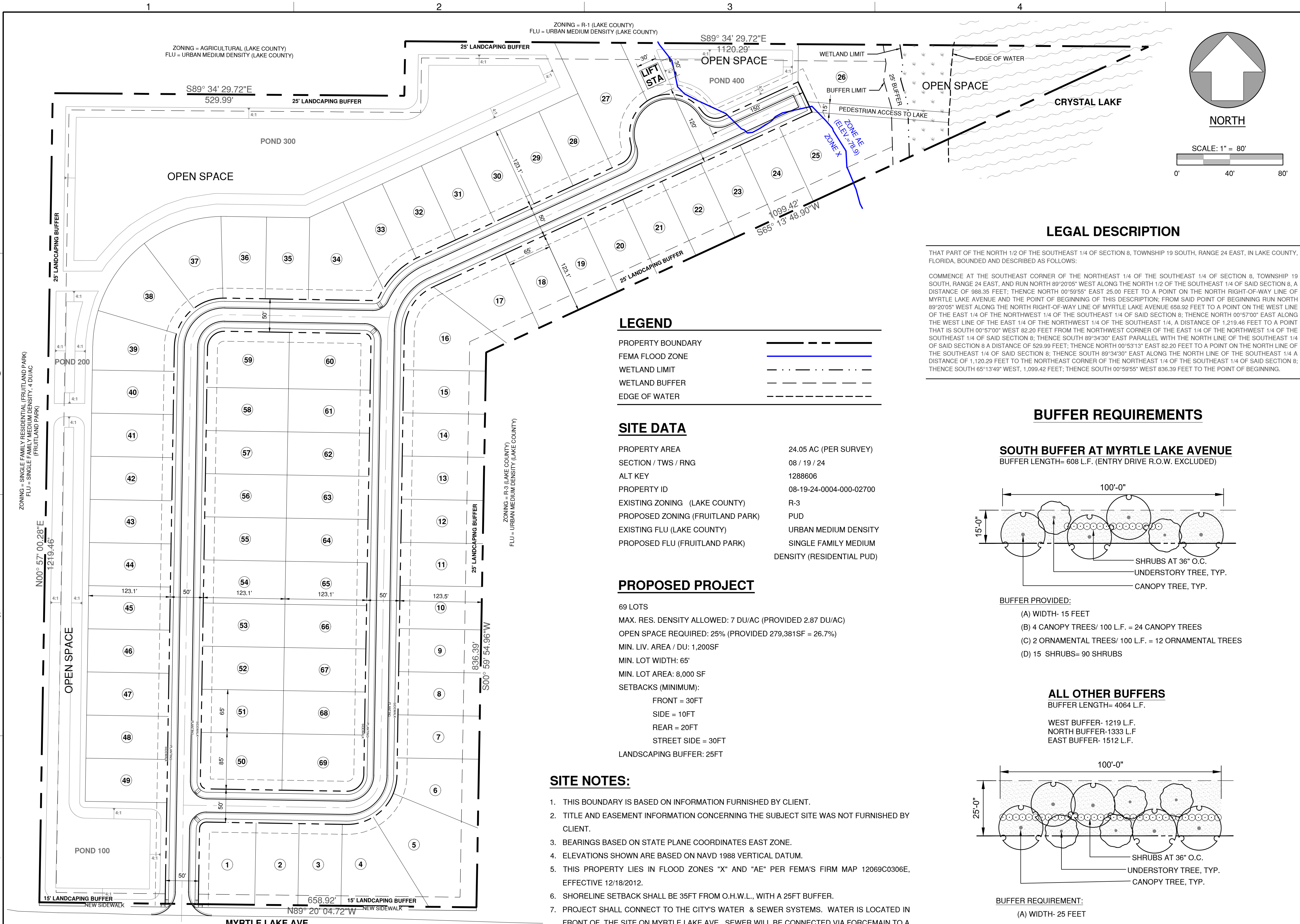
Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, then West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the point of beginning.

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**EXHIBIT “C” TO ORDINANCE
Map**





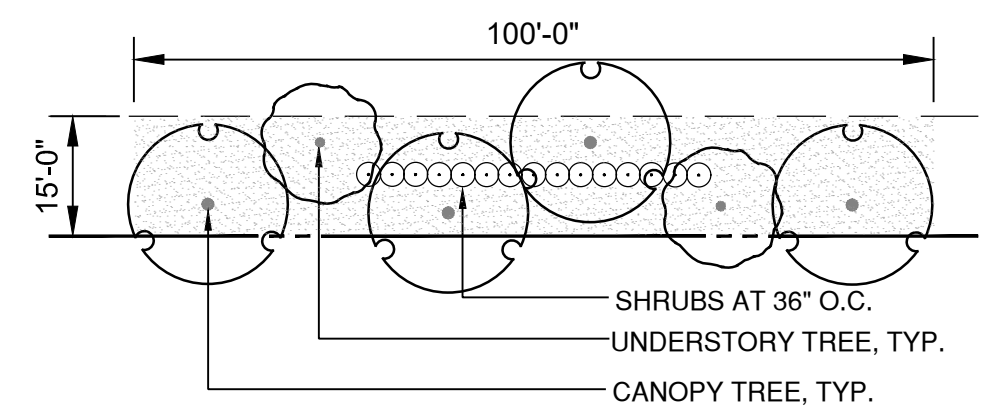
LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND RUN NORTH 89°20'05" WEST ALONG THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 988.35 FEET; THENCE NORTH 00°59'55" EAST 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MYRTLE LAKE AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°20'05" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF MYRTLE LAKE AVENUE 658.92 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE NORTH 00°57'00" EAST ALONG THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1,219.46 FEET TO A POINT THAT IS SOUTH 00°57'00" WEST 82.20 FEET FROM THE NORTHWEST CORNER OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 89°34'30" EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8 A DISTANCE OF 529.99 FEET; THENCE NORTH 00°53'15" EAST 82.20 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 89°34'30" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 1,120.29 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 65°13'49" WEST, 1,099.42 FEET; THENCE SOUTH 00°59'55" WEST 836.39 FEET TO THE POINT OF BEGINNING.

BUFFER REQUIREMENTS

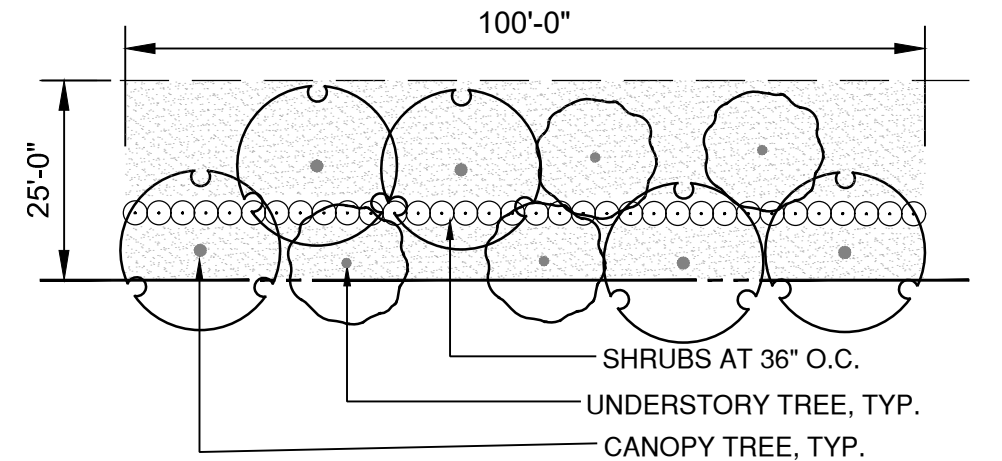
SOUTH BUFFER AT MYRTLE LAKE AVENUE
BUFFER LENGTH= 608 L.F. (ENTRY DRIVE R.O.W. EXCLUDED)



- BUFFER PROVIDED:**
- (A) WIDTH- 15 FEET
 - (B) 4 CANOPY TREES/ 100 L.F. = 24 CANOPY TREES
 - (C) 2 ORNAMENTAL TREES/ 100 L.F. = 12 ORNAMENTAL TREES
 - (D) 15 SHRUBS= 90 SHRUBS

ALL OTHER BUFFERS
BUFFER LENGTH= 4064 L.F.

WEST BUFFER- 1219 L.F.
NORTH BUFFER- 1333 L.F.
EAST BUFFER- 1512 L.F.



- BUFFER REQUIREMENT:**
- (A) WIDTH- 25 FEET
 - (B) 5 CANOPY TREES/ 100 L.F. = 203 CANOPY TREES
 - (C) 4 ORNAMENTAL TREES/ 100 L.F. = 163 ORNAMENTAL TREES
 - (D) 30 SHRUBS= 1219 SHRUBS

LANDSCAPING NOTES:

1. IN ACCORDANCE WITH SECTION 164.040 PLANT STANDARDS, CITY COMMISSION HAS ADOPTED THE FLORIDA-FRIENDLY LOW WATER USE PLANT LIST, BY THE ST. JOHNS WATER MANAGEMENT DISTRICT, AND ANY AMENDMENTS THEREOF AS THE MINIMUM STANDARDS FOR PLANT MATERIAL AND AS THE APPROVED SPECIES LIST TO BE USED IN COMPLYING WITH THIS CHAPTER.
2. **QUALITY** - ALL PLANT MATERIAL USED TO MEET THE PROVISIONS OF THIS SECTION SHALL BE EQUAL OR EXCEED THE GRADE OF FLORIDA #1 AS GIVEN IN "GRADESAND STANDARDS FOR NURSERY PLANTS," STATE OF FLORIDA.
3. **CANOPY TREES** - CANOPY TREES SHALL HAVE A MINIMUM HEIGHT OF TWELVE (12) FEET AND SHALL HAVE A 1 1/2" DBH. THE CALIPER OF MULTI TRUNK TREES WILL BE CALCULATED USING A TOTAL THE DBH OF ALL TRUNKS.
4. **UNDERSTORY TREES** - UNDERSTORY TREES SHALL HAVE A MINIMUM HEIGHT OF SIX (6) FEET AND SHALL HAVE A 1/2" DBH.
5. **SHRUBS AND HEDGES** - SHRUBS SHALL HAVE A MINIMUM HEIGHT OF 30" AT THE PLANTING AND SHALL BE 36" WITHIN ONE YEAR OF THE TIME OF PLANTING. WHEN A CONTINUOUS HEDGE IS CALLED FOR IN THIS SECTION THE PLANTS SHALL BE PLANTED AT A MAXIMUM SPACING OF 36" .

LEGEND

- PROPERTY BOUNDARY
- FEMA FLOOD ZONE
- WETLAND LIMIT
- WETLAND BUFFER
- EDGE OF WATER

SITE DATA

PROPERTY AREA	24.05 AC (PER SURVEY)
SECTION / TWS / RNG	08 / 19 / 24
ALT KEY	1288606
PROPERTY ID	08-19-24-0004-000-02700
EXISTING ZONING (LAKE COUNTY)	R-3
PROPOSED ZONING (FRUITLAND PARK)	PUD
EXISTING FLU (LAKE COUNTY)	URBAN MEDIUM DENSITY
PROPOSED FLU (FRUITLAND PARK)	SINGLE FAMILY MEDIUM DENSITY (RESIDENTIAL PUD)

PROPOSED PROJECT

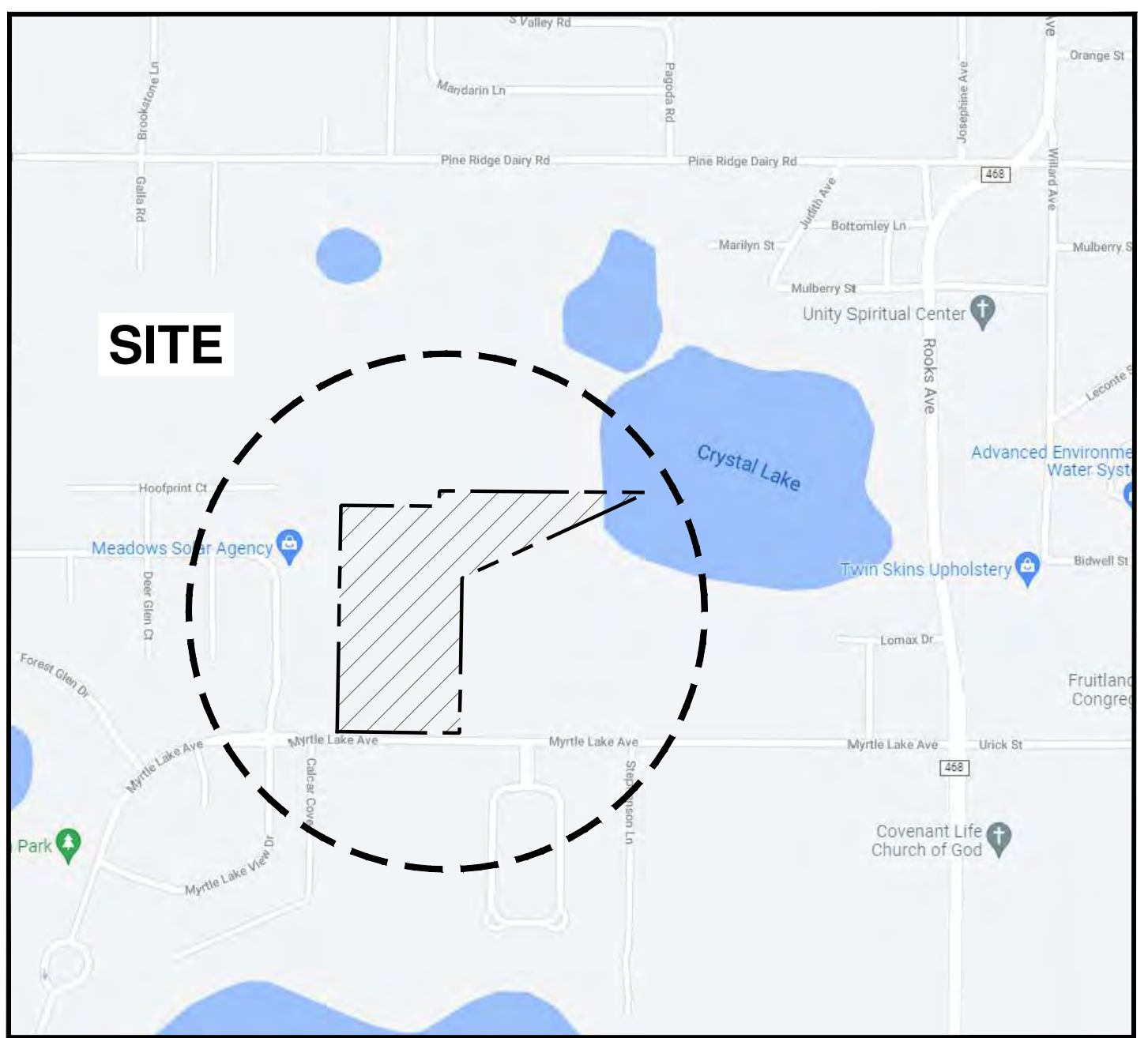
- 69 LOTS
- MAX. RES. DENSITY ALLOWED: 7 DU/AC (PROVIDED 2.87 DU/AC)
- OPEN SPACE REQUIRED: 25% (PROVIDED 279,381SF = 26.7%)
- MIN. LIV. AREA / DU: 1,200SF
- MIN. LOT WIDTH: 65'
- MIN. LOT AREA: 8,000 SF
- SETBACKS (MINIMUM):

 - FRONT = 30FT
 - SIDE = 10FT
 - REAR = 20FT
 - STREET SIDE = 30FT

- LANDSCAPING BUFFER: 25FT

SITE NOTES:

1. THIS BOUNDARY IS BASED ON INFORMATION FURNISHED BY CLIENT.
2. TITLE AND EASEMENT INFORMATION CONCERNING THE SUBJECT SITE WAS NOT FURNISHED BY CLIENT.
3. BEARINGS BASED ON STATE PLANE COORDINATES EAST ZONE.
4. ELEVATIONS SHOWN ARE BASED ON NAVD 1988 VERTICAL DATUM.
5. THIS PROPERTY LIES IN FLOOD ZONES "X" AND "AE" PER FEMA'S FIRM MAP 12069C0306E, EFFECTIVE 12/18/2012.
6. SHORELINE SETBACK SHALL BE 35FT FROM O.H.W.L., WITH A 25FT BUFFER.
7. PROJECT SHALL CONNECT TO THE CITY'S WATER & SEWER SYSTEMS. WATER IS LOCATED IN FRONT OF THE SITE ON MYRTLE LAKE AVE. SEWER WILL BE CONNECTED VIA FORCEMAIN TO A NEW PUBLIC SYSTEM TO BE INSTALLED ON CR468. THE CITY RESERVES THE RIGHT TO HAVE THE DEVELOPER UP-SIZE THE FORCE MAIN THEY RUN TO THE PROPERTY, FROM THE DEVELOPERS REQUIRED SIZE, AT THE CITY'S EXPENSE IF IT IS IN THE BEST INTEREST OF FUTURE DEVELOPMENT OF THE AREA
8. THE DEVELOPMENT MUST PROVIDE A RECREATIONAL COMPONENT PER CHAPTER 154 AND PARKS AND RECREATION POLICY 6-1.1. COMMON OPEN SPACE SHALL BE SUITABLE & IMPROVED. PICNIC TABLES SHALL BE INSTALLED ALONG THE LAKE FRONT AREA.



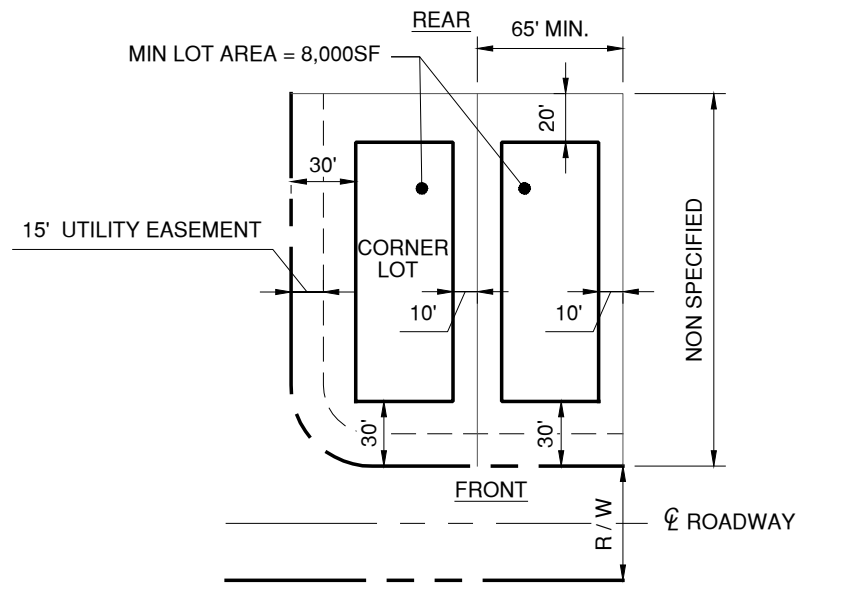
VICINITY MAP
SCALE: NTS

PLANT LIST

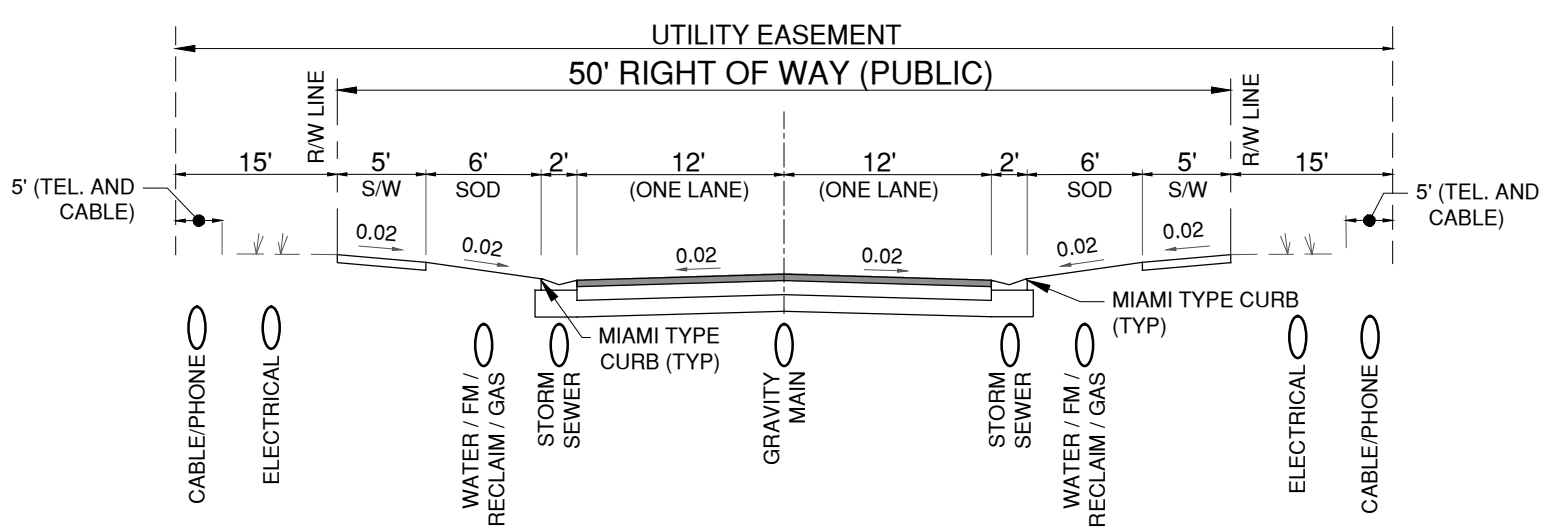
TREES	BOTANICAL NAME	COMMON NAME	SPECIFICATION	FLORIDA NATIVE
CANOPY TREE A	ACER RUBRUM 'FLORIDA FLAME'	FLORIDA FLAME RED MAPLE	CONTAINER GROWN: 12'-14" HT, X 6"-8" SPD, 3" CAL.	NATIVE
CANOPY TREE B	LIQUIDAMBAR STYRIFICFLUA	SWEET GUM	CONTAINER GROWN: 12'-14" HT, X 6"-8" SPD, 3" CAL.	NATIVE
CANOPY TREE C	QUERCUS SHUMARDII	SHUMARD OAK	CONTAINER GROWN: 12'-14" HT, X 6"-8" SPD, 3" CAL.	NATIVE
CANOPY TREE D	ULMUS ALATA	WINGED ELM	CONTAINER GROWN: 12'-14" HT, X 6"-8" SPD, 3" CAL.	NATIVE
ORNAMENTAL TREE A	ILEX x ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	CONTAINER GROWN: 8" HT, X 4" SPD, 2-1/2" CAL.	NATIVE
ORNAMENTAL TREE B	PRUNUS ANGUSTIFOLIA	CHICKASAW PLUM	CONTAINER GROWN: 8" HT, X 4" SPD, 2-1/2" CAL.	NATIVE
ORNAMENTAL TREE C	MYRICA CERIFERA	WAXMYRTLE	CONTAINER GROWN: 8" HT, X 4" SPD, 2-1/2" CAL.	NATIVE
ORNAMENTAL TREE D	CERCIS CANADENSIS	EASTERN REDBUD	CONTAINER GROWN: 8" HT, X 4" SPD, 2-1/2" CAL.	NATIVE
SHRUBS	BOTANICAL NAME	COMMON NAME	SPECIFICATION	FLORIDA NATIVE
HEDGE SHRUB	HAMELIA PATENS	FIREBUSH	3 GAL. ; 18"-24" X 18"-24"	NATIVE
HEDGE SHRUB	MYRCIANTHES FRAGRANS	SIMPSONS STOPPER	3 GAL. ; 18"-24" X 18"-24"	NATIVE
HEDGE SHRUB	VIBURNUM OBOVATUM	WALTERS VIBURNUM	3 GAL. ; 18"-24" X 18"-24"	NATIVE

BUFFER REQUIREMENTS:

1. CONTRACTOR TO INSTALL MAXIMUM 33% OF ANY ONE TREE SPECIES TO SATISFY TREE REQUIREMENTS.
2. ANY TREE SPECIES SUBSTITUTIONS REQUIRED BY LIMITED NURSERY AVAILABILITY SHALL BE FLORIDA NATIVE OR FLORIDA FRIENDLY, AND COMPATIBLE WITH REQUIREMENTS OF LAKE COUNTY LANDSCAPE STANDARDS.
3. CONTRACTOR TO INSTALL MULTIPLE SPECIES OF SHRUBS FROM PLANT LIST FOR EACH BUFFER, ALTERNATING SPECIES FOR EACH ROW OF SHRUBS.
4. SHRUBS TO BE INSTALLED AT 36" O.C.
5. ANY SHRUB SPECIES SUBSTITUTIONS REQUIRED BY LIMITED NURSERY AVAILABILITY SHALL BE FLORIDA NATIVE AND COMPATIBLE WITH REQUIREMENTS OF LAKE COUNTY LANDSCAPE STANDARDS.
6. NO CANOPY TREES TO BE PLANTED WITHIN 12' OF ANY OVERHEAD UTILITY LINE. IN CASE OF CONFLICT, CONTRACTOR TO SUBSTITUTE UNDERSTORY TREE.
7. NO CANOPY TREES TO BE PLANTED WITHIN 12' OF ANY UNDERGROUND WATER LINE.



TYPICAL SINGLE FAMILY LOT DETAIL
NTS



TYPICAL STREET SECTION
NTS

A&B Engineering Consultants, P.A.
Civil Engineering
Land Planning
Inspections
Certificate of Authorization:
No. 27637
14164 Stilton St
Tampa, FL 33626
Toll free : 844-426-6354
luis@anbcompanies.com
www.anbcompanies.com

ELECTRONIC SIGNATURE:
Angel L. Rivera, State of Florida, Professional Engineer, License No. 65196. This item has been electronically signed and sealed by Angel L. Rivera on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SCALE:
ANGEL LUIS RIVERA
LICENSE
No. 65196
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE
ANGEL L. RIVERA, P.E.
LIC. NO. 65196

PROJECT:
CRYSTAL LAKE VISTA
Myrtle Lake Ave
Fruitland Park, FL

REVISIONS
NO. ISSUED DATE

SCALE:
1"=80'

DATE:
4/20/22

SHEET TITLE:
CONCEPTUAL SITE PLAN (CENTRAL SEWER)

DWG NO.:
C-1.0

SHEET: 1 OF 1

RESOLUTION 2018-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR LAKE SAUNDERS GROVES LAND, LLP; PROVIDING FOR RECORDING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a PUD zoning ordinance and Master Development Agreement was approved by the City Commission on August 24, 2006 and recorded October 27, 2006 in Official Records Book 3291, Pages 1582 - 1601, public records of Lake County, Florida; and

WHEREAS, the Owner, Lake Saunders Groves Land, LLP, filed a petition with the City to extend the Term of Agreement; and

WHEREAS, the City Commission desires to grant an extension; and

WHEREAS, public notice has been provided for two public hearings as required by law.

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

Section 1. First Amendment to Master Development Agreement.

Approval of the First Amendment to Master Development Agreement, a copy of which is attached hereto, for the real property described in **Exhibit A** attached hereto is APPROVED.

Section 2. The First Amendment to Master Development Agreement shall be recorded in the public records of Lake County, Florida, immediately upon adoption.

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 9th day of August 2018, by the City Commission of the City of Fruitland Park, Florida.

**CITY OF FRUITLAND PARK
506 W BERCKMAN STREET
FRUITLAND PARK FL 34731**

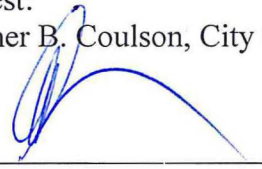
City of Fruitland Park

Seal of the City of Tallahassee, Florida

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk



Mayor Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Vice Mayor Gunter	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Lewis	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Ranize	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Bell	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)

Approved as to form and legality:

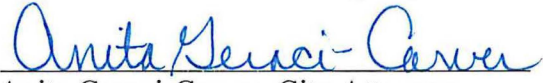

Anita Geraci-Carver, City Attorney

EXHIBIT "A"
MASTER DEVELOPMENT AGREEMENT

Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the 9th day of August, 2018, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Lake Saunders Groves Land, LLP., a Florida limited liability partnership (hereinafter referred to as the "Owner").

WHEREAS, the City and Owner executed that certain Master Development Agreement dated August 24, 2006 which is attached hereto as Exhibit "A" and incorporated herein by reference for the purpose of addressing issues related to the development of real property (referred to herein as the "Property");

WHEREAS, the Owner filed a petition with the City to extend the Term of Agreement;

WHEREAS, the City conducted an analysis with respect to the proposed development of the Property and, on the basis thereof, determined that it was feasible to provide an extension to the Term of Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

RECITALS

1. The above recitals are true and correct, are incorporated herein by reference and form a material part of this First Amendment. All exhibits to this First Amendment are incorporated herein by reference, including the Master Development Agreement attached hereto, and form a material part of this First Amendment.

2. **Term of Agreement.** The term of this Agreement shall commence on the date this First Agreement is executed by both the City and Owner. Implementation of the project shall substantially commence on or before August 23, 2024. In the event that the conditions of the Master Development Agreement have not been substantially implemented during the required time period, the Term of Agreement may be extended by mutual consent of the City and the Owner provided the extension request is filed 90 days prior to the expiration date. Failure to file a timely extension request, the PUD shall be null and void.

IN WITNESS WHEREOF, the Owner and the City have caused this First Amendment to be duly executed by the duly authorized representatives as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LAKE SAUNDERS GROVES LAND, LLP

ASD
Witness Signature

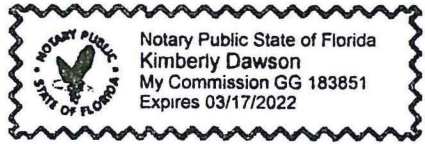
By: Linda Powell
Linda Powell, Managing Partner

A. Pearce
Print Name

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21 day of August 2018 by Linda Powell who is personally known to me or who have produced FL DL # 929-0 as identification and who did (did not) take an oath.

Kimberly Dawson
Notary Public
Notary Public - State of Florida
Commission No GG 183851
My Commission Expires 3/17/2022



Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

Chris Cheshire
ACCEPTED BY THE CITY OF FRUITLAND PARK
By: _____
Chris Cheshire, Mayor

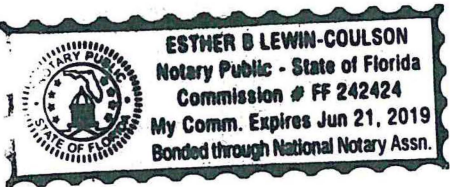
Anita Geraci-Carver
Anita Geraci-Carver
City Attorney

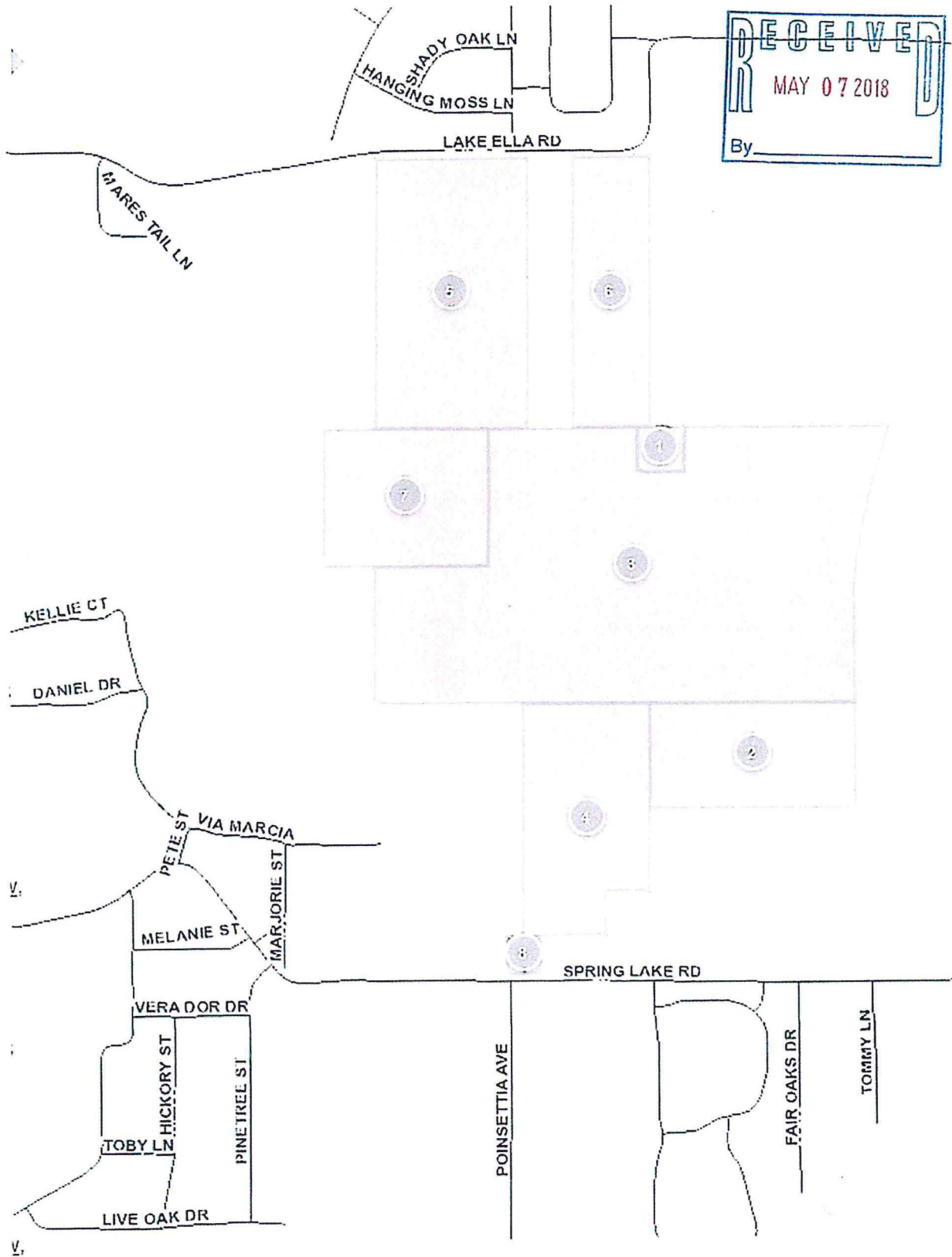
Date: August 9, 2018
ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9th day of August 2018 by Esther B. Coulson, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

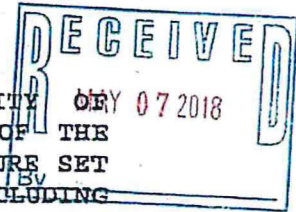
Esther B. Coulson
Notary Public
Notary Public - State of Florida
Commission No FF 242424
My Commission Expires June 21, 2019





CFN 2006160337
B#: 03291 Pgs 1582 - 1601; (20pgs)
DATE: 10/27/2006 09:42:09 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 171.50

ORDINANCE 2006-013



AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, BY INCLUDING WITHIN THE CITY APPROXIMATELY 135.621± ACRES OF PROPERTY GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD; REZONING THE PROPERTY FROM COUNTY "A" (AGRICULTURE) TO "PUD" (PLANNED UNIT DEVELOPMENT/RESIDENTIAL) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT REGARDING THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from applicant, Lake Saunders Groves Land, LLP, as owners, requesting that real property be annexed to and made a part of the City of Fruitland Park, and rezoned from Lake County "A" (Agriculture), to "PUD" (Planned Unit Development/Residential) within the city limits of Fruitland Park; and

WHEREAS, the petition bears the signature of all required parties; and

WHEREAS, the property is contiguous to the City of Fruitland Park and reasonably compact; and

WHEREAS, the required notice of the proposed annexation has been properly published;

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

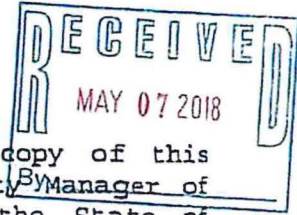
Section 1. The following described property consisting of approximately 135.621+/- acres generally located between Lake Ella Road south to Spring Lake Road and contiguous to the City Limits, is hereby incorporated into and made a part of the City of Fruitland Park.

See Attached Exhibit "A"

The property annexed in this section shall be assigned a zoning designation of "PUD" (Planned Unit Development/Residential) and shall be developed according to the Master Development Agreement attached hereto as Exhibit "B," which includes, but is not limited to, the "Lake Saunders Conceptual Site Plan" prepared by Kimley-Horn and Associates, Inc.

h

Return To:
City Clerk
City of Fruitland Park
506 W. Berckman St.



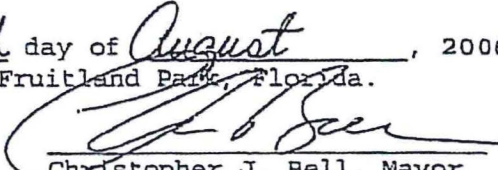
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County ~~Manager~~ ^{By} Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

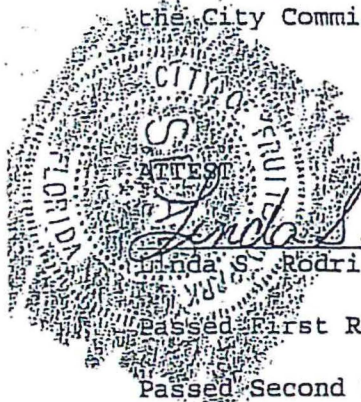
Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendment to include the parcel annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 24th day of August, 2006, by the City Commission of the City of Fruitland Park, Florida.


Christopher J. Bell, Mayor

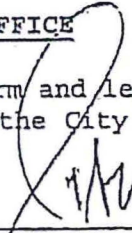



Linda S. Rodrick, City Clerk

Passed First Reading July 13, 2006
Passed Second Reading August 24, 2006

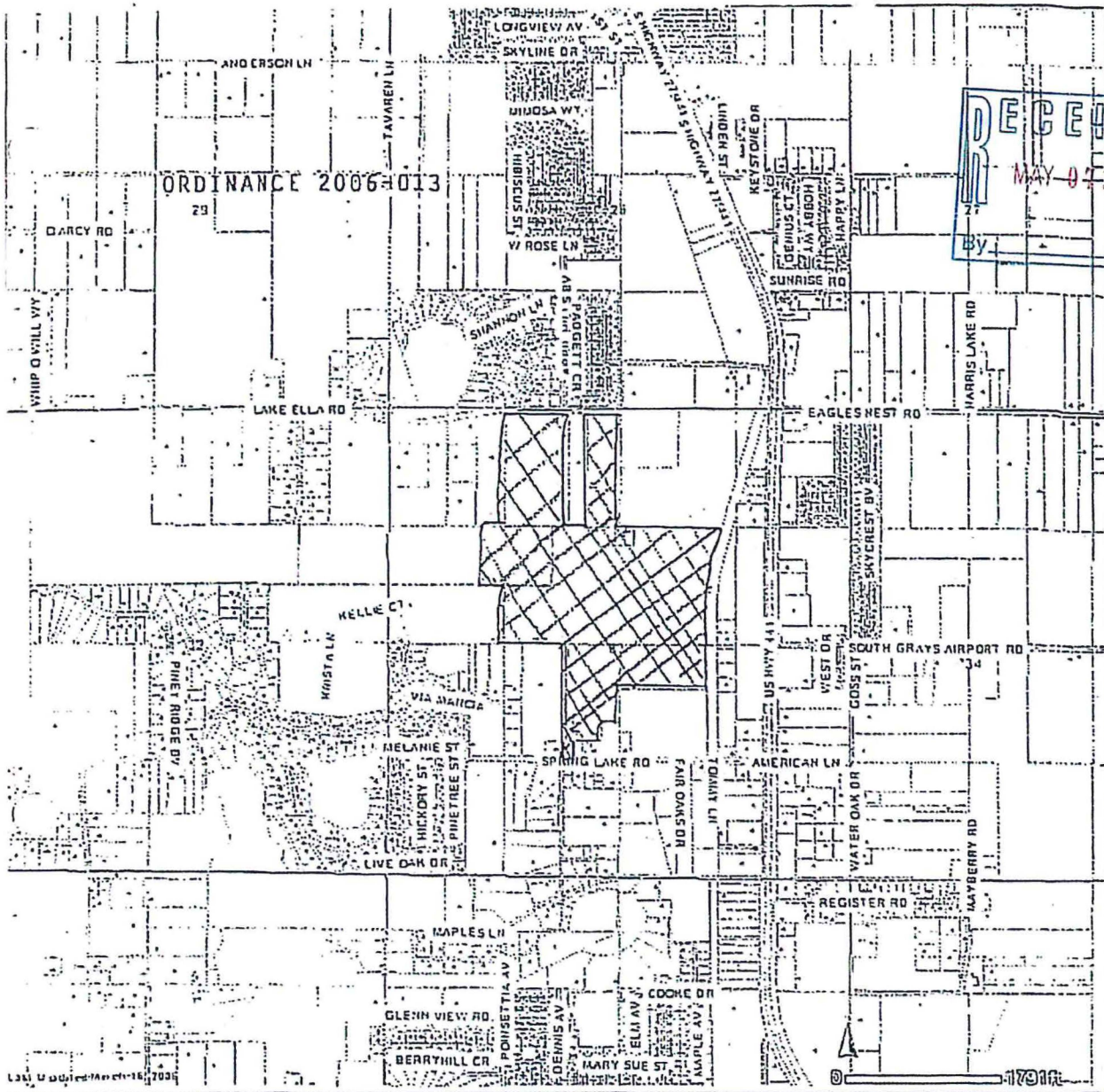
CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.



Scott A. Gerken, City Attorney

Date 8/7/06

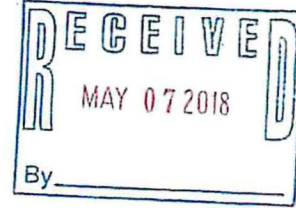


RECEIVED
 MAY 07 2018
 By: _____

LEGEND			
	LAKE APOPKA LCR	MINNEOLA	
	PARCELS	USHERVECE	
	STRUCTURE ADDRESS	WOUND CORA	
	COUNTY PROPERTY	TAVARES	
	STREETS	JUALLA	
	CITY LIMITS		SECTIONS
	WATER		LAKES
	ASTAJLA		COUNTY BOUNDARY
	CLERGENT		
	EUSTIS		
	FRUITLAND PARK		
	GROVELAND		
	HONEYWIND HILLS		
	JACK LAKE		
	LEESBURG		
	MADISONVILLE		

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EXHIBIT "A"
Legal Description.



PARCEL 1:

LESS
The NW 1/4 of the SW 1/4; the East 1/2 of the SW 1/4 of the SE 1/4; LESS
the West 120 feet of the South 230 feet; the North 25 feet of the West
205 feet of the SW 1/4 of the SW 1/4 of the SW 1/4; the North 512 feet of the NE 1/4
of the SW 1/4 of the SW 1/4; and the West 205 feet of the South 110 feet of the
NE 1/4 of the SW 1/4 of the SW 1/4 of Section 29, Township 10 South, Range 24 East.

PARCEL 2:

The East 66 feet of the North 210 feet of the SW 1/4 of the NE 1/4
and the West 160 feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33
Township 18 South, Range 24 East.

PARCEL 3:

- Begin at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 33,
Township 18 South, Range 24 East, run thence East 1251 feet, thence South
210 feet, thence East 226 feet, thence North 210 feet, thence East to the
westerly right of way of the railroad, thence Southerly along said railroad
right of way to the South line of the SW 1/4 of the NE 1/4, thence West to the
Southwest corner of the SW 1/4 of the NE 1/4, thence North 1320 feet to the point
of beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NE 1/4
of Section 33, Township 18 South, Range 24 East.

PARCEL 4:

- Begin at the Northeast corner of the NE 1/4 of the SW 1/4 of Section 33,
Township 18 South, Range 24 East, run thence South 900.5 feet, thence West
209.53 feet, thence South 209.88 feet, thence West 400.12 feet, thence North
1092.89 feet, thence East 610 feet to the point of beginning.

PARCEL 5:

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of
the Railroad.

LESS a strip of land of Equal Width 40.0 feet wide off of the entire North side of the following described
parcel 6:

PARCEL 6:

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County,
Florida.

LESS

LESS the North 40 feet thereof for right-of-way of Lakeville Road.

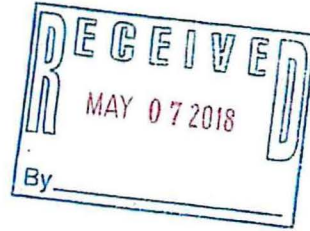
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of the original document.

ALL OF THE ABOVE DESCRIBED PROPERTIES ARE LOCATED IN LAKE COUNTY,
FLORIDA.

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is equivalent to the quality
of the original document.

LESS the Northeast 1/4 of the Northwest 1/4 of said Section 33, thence
North 22-30'40" East along the North line of the Northeast 1/4 of the
Northwest 1/4 a distance of 209.23 feet to the Point of Beginning.

EXHIBIT "A"
Legal Description (Continued)



AND LESS

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, 1st Lake County, Florida, and run South 02°30'40" West along the North line of the Northwest 1/4 of the Northwest 1/4 a distance of 389.33 feet to the Point of Beginning; run South 60°02'24" West, 1324.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence South 07°34'10" West along the South line of the Northeast 1/4 of the Northwest 1/4 a distance of 307.29 feet; thence North 80°02'26" East, 1324.72 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 42°30'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 400 feet thereof for right-of-way of Lake Ella Road. LEGAL Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, 1st Lake County, Florida, and run South 02°30'40" West along the North line of the Northwest 1/4 of the Northwest 1/4 a distance of 389.33 feet to the Point of Beginning; run South 60°02'24" West, 1324.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence South 07°34'10" West along the South line of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 a distance of 307.29 feet; thence North 80°02'26" East, 1324.67 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 42°30'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

TOGETHER WITH

PARCEL 7:

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Public Records of Lake County, Florida.

PARCEL 8:

The East 240 feet of the North 1/4 of the Southwest 1/4 of the Northwest 1/4 and the West 550 feet of the North 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

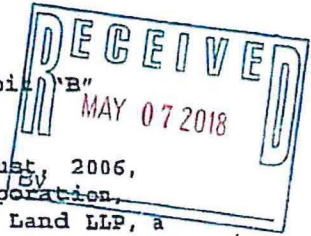
ALL OF THE ABOVE DESCRIBED PROPERTIES ARE LOCATED IN LAKE COUNTY, FLORIDA:

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The quality of this image is equivalent to the quality of the original document.

MASTER DEVELOPMENT AGREEMENT

Exhibit "B"



THIS AGREEMENT entered into and made as of the 24th day of August, 2006, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Lake Saunders Groves Land LLP, a Florida limited liability partnership, (hereinafter referred to as the "Owner/Developer").

RECITALS

1. The Owner/Developer desires to annex into the City of Fruitland Park approximately 135 acres of property currently located in unincorporated Lake County, Florida, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located in unincorporated Lake County, Florida, and is currently zoned "Agriculture" with a future land use designation on the Lake County Future Land Use Map of "Urban."

3. Owner/Developer has filed applications for annexation, rezoning, and amendment to the City's Comprehensive Plan for the Property as a residential planned unit development.

4. Owner/Developer represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Fruitland Park has determined that the annexation of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. Owner/Developer will fund certain public improvements and infrastructure to facilitate the development of the Property.

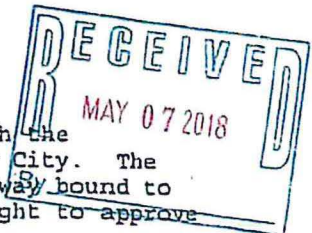
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner/Developer has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner/Developer has filed an application for voluntary annexation, and the City has initiated the process to approve this Agreement and to annex the Property in accordance with the laws of the State of Florida. It is understood and agreed to by the City and the Owner/Developer that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance annexing the Property into the corporate limits of the City; and b) City's comprehensive plan amendment implementing or related to the Agreement is found

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in compliance by the state land planning agency in accordance with the applicable Florida Statutes and such plan amendment is adopted by City. The parties hereto understand and acknowledge that the City is in no way bound to annex the Property. The City shall have the full and complete right to approve or deny the application for voluntary annexation.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Lake Saunders Conceptual Site Plan" prepared by Kimley-Horn and Associates, Inc., dated July 31, 2006 and attached as Exhibit "B" (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district and, subject to City approval after public hearings and DCA approval, City's Single Family Medium Density Residential land use category for the portion of the Property generally lying westward of the 12.82 acre lake as depicted on the Plan, and Multiple Family High Density Residential for the portion of the Property generally lying eastward of the 12.82 lake as depicted on the Plan. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DCA before being effective.

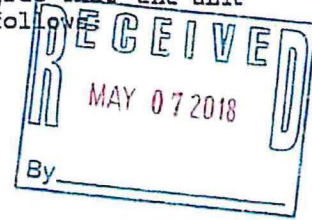
Section 4. Density. Overall gross density for the Property shall not exceed 4.01 units per acre. Gross acreage is approximately 135 acres and the maximum density shall not exceed 542 units. However, the density on the eastern portion of the Property shall be greater to allow for a transition from commercial and industrial areas to the east to the single family areas to the west.

Section 5. Phasing. Owner/Developer may develop the Property in five (5) separate phases, and shall not proceed to develop subsequent phases until the infrastructure of the previous phase is 75% completed. If Owner/Developer chooses to develop phases simultaneously, Owner/Developer shall, after acquiring the written consent of the City Manager to do so, not be subject to the above 75% build-out requirement.

Owner/Developer shall construct single-family homes during Phases 1 and 2, and shall construct condominiums and/or townhomes during Phases 3 and 4. During Phase 5, Owner/Developer shall develop either additional townhomes, condominiums, or an assisted living facility. In the event Owner/Developer seeks to provide an assisted living facility within the Property, Owner/Developer may amend this phasing schedule to provide such assisted living facility in any phase of the development. The Phases are more specifically set forth below and are demarcated accordingly on the Plan.

- A. Phase I: Single Family Dwelling Units
Number of units: 82
- B. Phase II: Single Family Dwelling Units
Number of units: 76
- C. Phase III: Condominiums and/or Townhomes
Number of units: 80
- D. Phase IV: Condominium and/or Townhomes
Number of units: 64
- E. Phase V: Condominiums, Townhomes, and/or Assisted Living Facility
Number of units: 240

Section 6. Development Standards. City and Owner/Developer agree that the unit mix for development of the Property shall be substantially as follows:



A. Single Family Dwelling Unit

i. Minimum Building Setbacks

- a. Front: 20 feet
- b. Side: 5 feet
- c. Rear: 15 feet

- ii. Minimum Living Area: 1,200 SF
- iii. Minimum Lot Width: 60 feet
- iv. Minimum Lot Area: 8,500 SF
- v. Maximum Building Coverage: 40%
- vi. Minimum Open Space: 25%

B. Townhomes and Condominiums

i. Minimum Building Setbacks

- a. Front: 20 feet
- b. Side: 10 feet (between building pads)
- c. Side: 12.5 feet (building to street)
- d. Side: 0 feet (between units)
- e. Rear: 15 feet

- ii. Minimum Living Area: 600 SF
- iii. Minimum Lot Width: 15 feet
- iv. Minimum Lot Area: 1,500 SF
- v. Maximum Building Coverage: 45%
- vi. Minimum Open Space: 25%

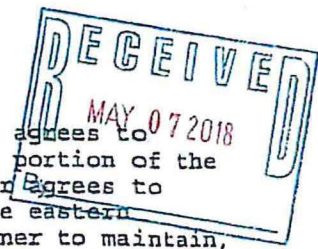
C. Assisted Living Facility

In the event that Owner/Developer chooses to develop an Assisted Living Facility within the Property, such portion of the development shall be treated as a commercial building within the City's C-1 zoning district, and City shall require Owner/Developer to follow a separate site plan approval process. Further, any such facility shall comply with all Land Development Regulations applicable to assisted living facilities contained within the City's C-1, Commercial zoning district.

D. Building Heights. The maximum building height within the Property is 35 feet.

E. There shall be no apartments or multi-family rental units constructed within the Property. All units within the Property shall be subject to individual fee simple ownership.

Section 7. Homeowners Association. Owner/Developer shall establish a homeowners association, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner/Developer agrees to, at Owner/Developer's expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at site plan approval. Owner/Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.



Section 8. Pedestrian and Bicycle Trails. Owner/Developer agrees to construct sidewalks to City standards on at least one side of a portion of the right of way within the Property. Additionally, Owner/Developer agrees to dedicate a 15-foot pedestrian and bicycle trail along the entire eastern boundary of the Property and to maintain, or require the homeowner to maintain, this area until and unless another entity suitable to City accepts maintenance responsibility. In this regard, if requested by City, Owner/Developer agrees to deed said property to City or some other entity in conjunction with the use of that area as a pedestrian/bicycle trail. City agrees that this area shall be counted in determining setbacks for the Property, provided that no improvements are constructed within the area that would conflict with the intended use as a pedestrian or bicycle trail. The pathways shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such pathways. Further, the pathways, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities and shall be in addition to any other City of Fruitland Park Land Development Regulations requirements.

Section 9. Road Improvements. Owner/Developer shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

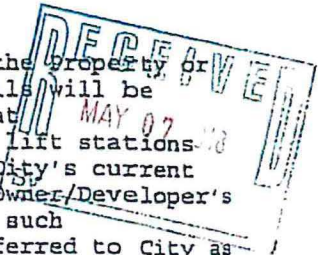
Owner/Developer agrees to construct Street "B," as depicted on the Plan as a two lane road in compliance with City standards, extending from the eastern portion of the Property eastward to U.S. Highway 441/U.S. Highway 27. Further, and to avoid detrimental impacts to those residents located to the west of the Property and north of Spring Lake Road, Owner/Developer agrees to install and maintain a gate to ensure that residents of the Multi-Family area of the Property depicted on the Plan use only Street "B" for ingress and egress to U.S. Highway 27. However, such installed gate must be designed in a manner sufficient to ensure police and fire rescue personnel's ability to bypass such gate whenever necessary.

City acknowledges that the construction of such roadway is contingent upon the acquisition of right of way. Accordingly, Owner/Developer agrees to undertake all measures reasonably necessary to acquire such needed public right of way acceptable to City. In the event that Owner/Developer, after exhausting all reasonable attempts to do so, is unable to acquire such right of way necessary for construction of Street "B" extending to U.S. Highway 27, Owner/Developer shall be prohibited from developing the Multi-Family portion of the Plan without approval from the City Commission, which approval may be conditioned upon satisfactory alternatives provided for ingress and egress and/or a reduction in density. All roads shall be constructed in accordance with applicable City standards. Additionally, Developer shall provide stormwater retention associated with the roads either within the right-of-way or on the Property.

Section 10. Lighting. Owner/Developer shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from single-family residences and townhouses to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner/Developer and thereafter maintained by the HOA.

Section 11. Water, Wastewater, and Reuse Water. Owner/Developer and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner/Developer covenants and warrants to City that it

will not engage in the business of providing such Utilities to the property or within City's F.S. Chapter 180 utility district. No private wells will be allowed within the Property. Owner/Developer shall construct, at Owner/Developer's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner/Developer shall also construct, at Owner/Developer's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.



Section 12. Impact Fees. Owner/Developer shall be required to pay impact fees as established by City from time to time. Owner/Developer agrees to prepay the water and wastewater impact fees for the Property less the prorated value of impact fee credits for the wastewater treatment plant expansion site provided for in Section 15, herein, at the time of plat approval by City corresponding to the number of units in such plat.

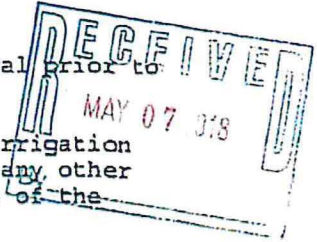
Owner/Developer agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner/Developer shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner/Developer agrees and understands that no capacity has been reserved and that Owner/Developer assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner/Developer, Owner/Developer shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 13. Wastewater Treatment Plant Expansion Site. Owner/Developer acknowledges that the City of Fruitland Park may expand its existing Wastewater Treatment Plant located on Spring Lake Road, adjacent to the Property. In order to facilitate such expansion and upon request by City, Owner/Developer agrees to deed 6 acres as depicted on the Plan along the southern portion of the Property to City for City's use in expanding the Wastewater Treatment Plant. Owner/Developer shall deliver marketable title free of any mortgages or liens of any kind. In order for City to credit Owner/Developer with impact fee credits for the donated land, City and Owner/Developer shall each obtain appraisals for the assessed value of the land at the time of donation. In the event that the parties cannot agree to a value of the donated land, a third appraiser shall be obtained to provide its assessed value. The value provided by the third appraiser shall be that used in providing impact fee credits to Owner/Developer. Until such time as City takes ownership, such property shall be maintained as a vegetative buffer by Owner/Developer. Owner/Developer agrees to adjust the size and location of the area as reasonably needed by City.

Section 14. Easements. Owner/Developer shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 15. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner/Developer shall install landscaping as depicted on a

landscaping site plan submitted to the City for review and approval prior to such installation.



Owner/Developer shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner/Developer shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner/Developer shall maintain such areas until such maintenance responsibility has been assumed by the HOA.

Owner/Developer acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner/Developer agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Owner/Developer agrees to construct all landscape buffers as required by City's Land Development Regulations. Developer further agrees to provide additional buffering along the southern portion of the Property as is reasonably requested by City to buffer the Property from the residents located along Spring Lake Road.

Section 16. Stormwater Management. Owner/Developer agrees to provide at Developer's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

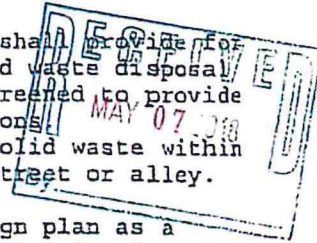
Section 17. Other Municipal Facilities/Services. Upon annexation, the City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

Section 18. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner/Developer shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner/Developer acknowledges that City is in the process of adopting an ordinance relating to Proportionate Share Mitigation. Accordingly, Owner/Developer agrees that it shall be subject to such ordinance, even if adopted after the effective date of this Agreement.

Section 19. Final Site Plan Approval. After the approved Conceptual Site and Developer's Agreement Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, and a Final Site Plan for the development shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 20. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 21. Solid Waste Disposal Facilities. Owner/Developer shall provide for the townhomes, condominiums, and assisted living facility solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations. Owner/Developer agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.



Section 22. Signage. Owner/Developer shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 23. Title Opinion. Owner/Developer shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 24. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

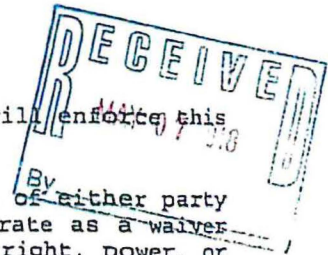
Section 25. Due Diligence. The City and Owner/Developer further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner/Developer from time to time in accordance with the City's applicable policies for the provision of said services.

Section 26. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. However, both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida Department of Community Affairs ("DCA") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City and approved by DCA.

Section 27. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 28. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner/Developer to successive owners. Owner/Developer shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner/Developer consents to the placement of a claim of lien on the property upon default in payment of any obligation herein without precluding any

other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

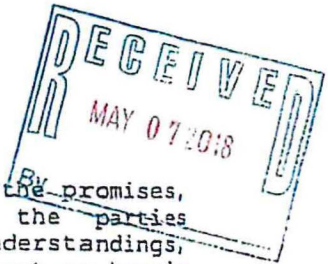


Section 29. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 30. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 31. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	Mr. Ralph Bowers, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Christopher J. Bell, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Scott A. Gerken, Esquire City Attorney 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone 352-357-2474 Facsimile
As to Owner/ Developer:	Lake Saunders Grove Land LLP c/o Grace Lindblom 1412 Colonial Drive Orlando, FL 32804
Copy to:	Kane Morris-Webster Colliers Arnold 622 E. Washington St., Suite 300 Orlando, FL 32801



Section 32. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner/Developer from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 33. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner/Developer, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate ten (10) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner/Developer, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 34. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 35. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Signature

Print Name

By: Grace C Lindblom
Signature
GRACE C. LINDBLOM
Print Name

Witness Signature

Print Name

Signature

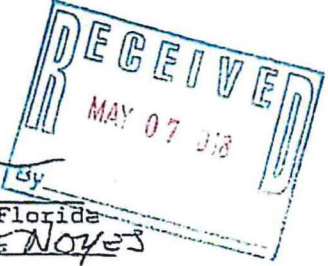
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

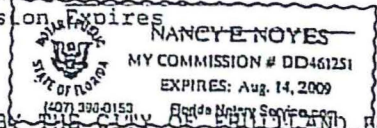
The foregoing instrument was acknowledged before me this 30th day of AUGUST by GRACE C. LINDBLOM and _____ who are personally known to me or who have produced _____ as identification and who did ~~(read and)~~ take

an oath.

Nancy E. Noyes



Notary Public, State of Florida
Printed Name NANCY E. NOYES
Commission No _____
My Commission Expires _____



ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Christopher J. Bell, Mayor

Date: _____

ATTEST: _____
City Clerk

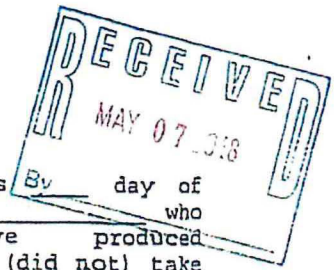
City Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public, State of Florida
Printed Name _____
Commission No _____
My Commission Expires _____

STATE OF FLORIDA
COUNTY OF _____



The foregoing instrument was acknowledged before me this _____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Printed Name _____
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

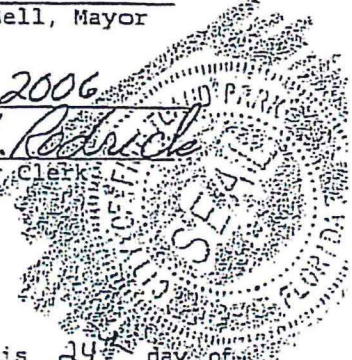
Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: [Signature]
Christopher J. Bell, Mayor

Date: August 24, 2006

ATTEST: [Signature]
City Clerk

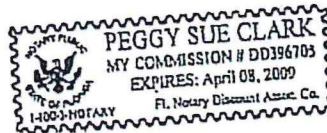
[Signature]
City Attorney



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 24th day of August, 2006 by Christopher J. Bell, Mayor and Linda S. Rodrick, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

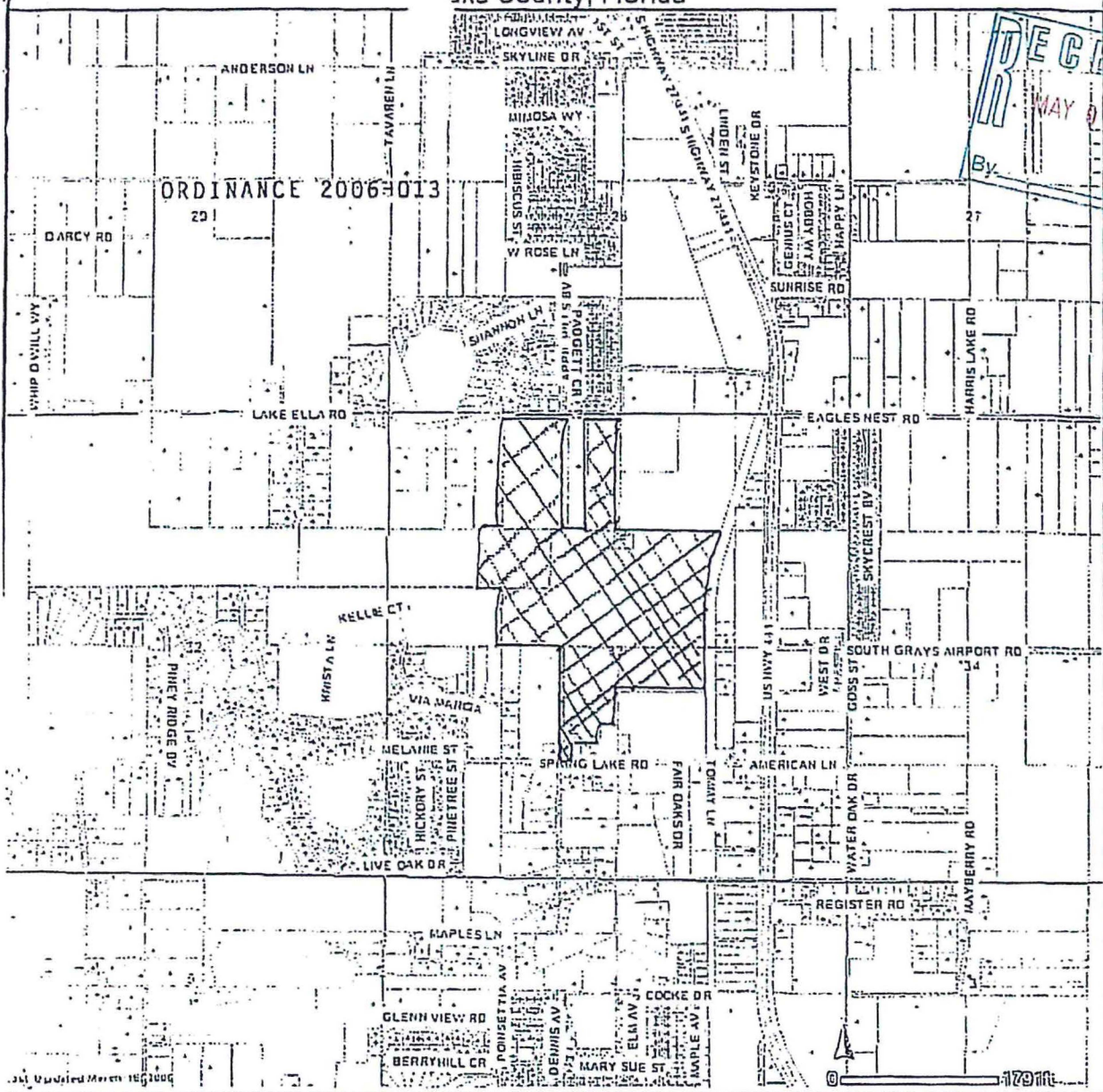
[Signature]
Notary Public, State of Florida
Printed Name Peggy Sue Clark
Commission No DD396703
My Commission Expires 4-8-09



Lake County, Florida

RECEIVED
MAY 07 2018
By _____

ORDINANCE 2006-013



LEGEND		
	LAKE APOPKA LGR	MINNEOLA
	PARCELS	WINTERGEE
	STRUCTURE ADDRESS	WOUNT DORA
	COUNTY PROPERTY	LAUREL
	STREETS	JUSTA LA
	CITY LIMITS	
	WATER	
		SECTIONS
		LAKES
		COUNTY BOUNDARY

The quality of this image is equivalent to the quality of the original document.

EXHIBIT "A"
Legal Description.



PARCEL 1:

The NW 1/4 of the SE 1/4; the East 1/2 of the SE 1/4 of the SW 1/4; LESS the East 125 feet of the South 230 feet; the North 25 feet of the West 205 feet of the SE 1/4 of the SE 1/4 of the SE 1/4; the North 5 1/2 feet of the NE 1/4 of the SE 1/4 of the SE 1/4; and the East 205 feet of the South 110 feet of the NE 1/4 of the SE 1/4 of the SE 1/4 of Section 29, Township 10 South, Range 24 East.

PARCEL 2:

The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 feet of the North 210 feet of the SW 1/4 of the NW 1/4 of Section 33 Township 18 South, Range 24 East.

PARCEL 3:

Begin at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, run thence East 125 1/2 feet, thence South 210 feet, thence East 225 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to the South line of the SE 1/4 of the NW 1/4, thence West to the Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the point of beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

PARCEL 4:

Begin at the Northeast corner of the NW 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, run thence South 900.5 feet, thence West 209.63 feet, thence South 209.83 feet, thence West 400.12 feet, thence North 1092.83 feet, thence East 510 feet to the point of beginning.

PARCEL 5:

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad.

LESS a strip of land of Equal Width 40.0 feet wide off of the entire North side of the following described parcel 6:

PARCEL 6:

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

LESS

The North 40 feet thereof for right of way of Lake Hill Road.

The quality of this image is equivalent to the quality of the original document.

ALL OF THE ABOVE DESCRIBED PROPERTIES ARE LOCATED IN LAKE COUNTY, FLORIDA.

The quality of this image is equivalent to the quality of the original document.

Line of the Northeast 1/4 of the Northwest 1/4 of said Section 33, thence North 33°50'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 109.27 feet to the Point of Beginning.

EXHIBIT "A"
Legal Description (Continued)



AND LESS

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, 1st Lake County, Florida, and run South 07°50'40" West along the North line of the Northwest 1/4 of the Northwest 1/4 a distance of 300.35 feet to the Point of Beginning of this description; from said Point of Beginning, run South 00°02'26" West, 1326.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence South 07°54'10" West along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33 a distance of 301.29 feet; thence North 00°02'26" East, 1326.72 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 09°50'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 400 feet thereof for right-of-way of Lake Ella Road. LESS Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, 1st Lake County, Florida, and run South 07°50'40" West along the North line of the Northwest 1/4 of the Northwest 1/4 a distance of 300.35 feet to the Point of Beginning of this description; from said Point of Beginning, run South 00°02'26" West, 1326.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence South 07°54'10" West along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33 a distance of 301.29 feet; thence North 00°02'26" East, 1326.67 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 09°50'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

TOGETHER WITH

PARCEL 7:

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Public Records of Lake County, Florida.

PARCEL 8:

The East 240 feet of the North 1/4 of the Southwest 1/4 of the Northwest 1/4 and the West 550 feet of the North 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

The quality of this image is equivalent to the quality of the original document.

ALL OF THE ABOVE DESCRIBED PROPERTIES ARE LOCATED IN LAKE COUNTY, FLORIDA:

The quality of this image is equivalent to the quality of the original document.

ORDINANCE 2006-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, BY INCLUDING WITHIN THE CITY APPROXIMATELY 135.621± ACRES OF PROPERTY GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD; REZONING THE PROPERTY FROM COUNTY "A" (AGRICULTURE) TO "PUD" (PLANNED UNIT DEVELOPMENT/RESIDENTIAL) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT REGARDING THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from applicant, Lake Saunders Groves Land, LLP, as owners, requesting that real property be annexed to and made a part of the City of Fruitland Park, and rezoned from Lake County "A" (Agriculture), to "PUD" (Planned Unit Development/Residential) within the city limits of Fruitland Park; and

WHEREAS, the petition bears the signature of all required parties; and

WHEREAS, the property is contiguous to the City of Fruitland Park and reasonably compact; and

WHEREAS, the required notice of the proposed annexation has been properly published;

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The following described property consisting of approximately 135.621+/- acres generally located between Lake Ella Road south to Spring Lake Road and contiguous to the City Limits, is hereby incorporated into and made a part of the City of Fruitland Park.

See Attached Exhibit "A"

The property annexed in this section shall be assigned a zoning designation of "PUD" (Planned Unit Development/Residential) and shall be developed according to the Master Development Agreement attached hereto as Exhibit "B," which includes, but is not limited to, the "Lake Saunders Conceptual Site Plan" prepared by Kimley-Horn and Associates, Inc.

h
Return To:
City Clerk
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

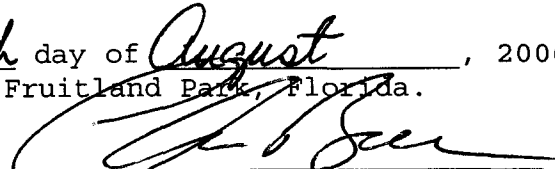
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

Section 3. 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 Ordinance.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendment to include the parcel annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 24th day of August, 2006, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

ATTEST:

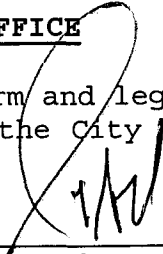

Linda S. Rodrick, City Clerk

Passed First Reading July 13, 2006

Passed Second Reading August 24, 2006

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.

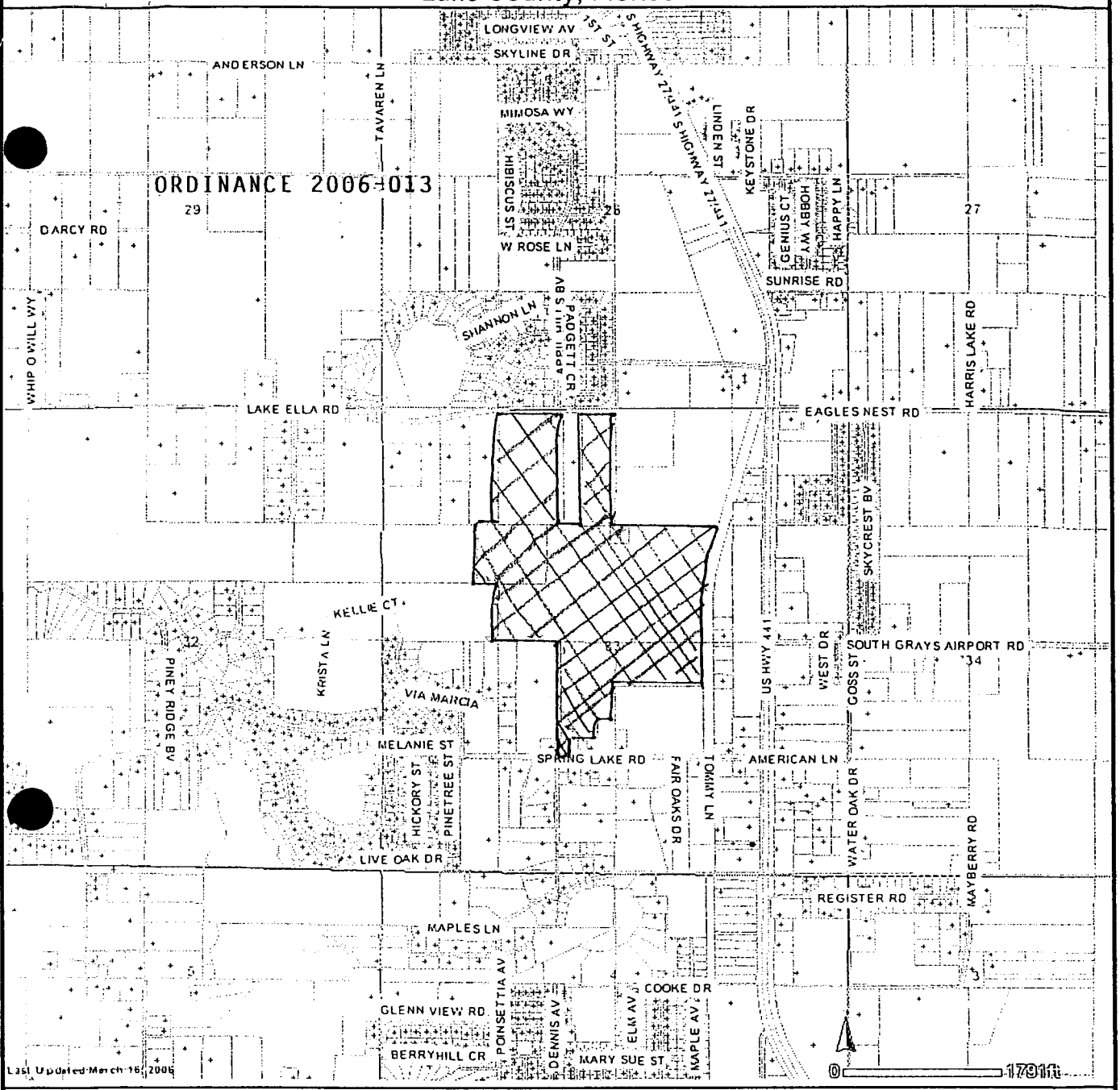


Scott A. Gerken, City Attorney

Date 8/24/06

Lake County, Florida

























ORDINANCE 2006-013



Last Updated March 16, 2006

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LEGEND

- | | | |
|---|--|---|
|  LAKE APOPKA LDR |  ASTATULA |  MINNEOLA |
|  PARCELS |  CLERMONT |  MONTVERDE |
|  STRUCTURE ADDRESS |  EUSTIS |  MOUNT DORA |
|  COUNTY PROPERTY |  FRUITLAND PARK |  TAVARES |
|  STREETS |  GROVELAND |  JUALATA |
|  CITY LIMITS |  HOWEY IN THE HILLS |  SECTIONS |
|  WATER |  LADY LAKE |  LAKES |
| |  LEESBURG |  COUNTY BOUNDARY |
| |  MASCOITTE | |

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EXHIBIT "A"
Legal Description

PARCEL 1:

The NW 1/4 of the SE 1/4; the East 1/2 of the SE 1/4 of the SW 1/4; LESS the West 120 feet of the South 230 feet; the North 25 feet of the West 205 feet of the SE 1/4 of the SW 1/4 of the SW 1/4; the North 542 feet of the NW 1/4 of the SE 1/4 of the SW 1/4; and the West 205 feet of the South 118 feet of the NE 1/4 of the SW 1/4 of the SW 1/4 of Section 29, Township 18 South, Range 24 East.

PARCEL 2:

The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 feet of the North 210 feet of the SW 1/4 of the NW 1/4 of Section 33 Township 18 South, Range 24 East.

PARCEL 3:

- Begin at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, run thence East 1254 feet, thence South 210 feet, thence East 225 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to the South line of the SE 1/4 of the NW 1/4, thence West to the Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the point of beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

PARCEL 4:

- Begin at the Northeast corner of the NW 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, run thence South 900.5 feet, thence West 209.83 feet, thence South 209.88 feet, thence West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the point of beginning.

PARCEL 5:

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad.

LESS a strip of land of Equal Width 40.0 feet wide off of the entire North side of the following described parcel 6:

PARCEL 6:

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

LESS

Commence at the Northeast corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89° 58' 40" W along the North line of the NE 1/4 of the NW 1/4 a distance of 300.35 feet to the Point of Beginning; from this description run from said Point of Beginning, run S 00° 02' 26" W 1326.67 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89° 58' 40" W along the South line of the NE 1/4 of the NW 1/4 of the NW 1/4 a distance of 169.29 feet; thence N 00° 02' 26" E 1326.67 feet to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89° 58' 40" E along the North line of the NE 1/4 of the NW 1/4 of the NW 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

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ALL OF THE ABOVE DESCRIBED PROPERTIES ARE LOCATED IN LAKE COUNTY, FLORIDA.

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Line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 89° 58' 40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 209.29 feet to the Point of Beginning.

EXHIBIT "A"
Legal Description (Continued)

AND LESS

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run South 02°33'40" West along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run South 60°02'26" West, 1326.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence South 09°54'10" West along the South line of the Northeast 1/4 of the Northwest 1/4 a distance of 207.29 feet; thence North 00°02'26" East, 1326.72 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 89°50'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 400 feet thereof for right-of-way of Lake Ella Road. LESS: Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run South 09°50'40" West along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run South 60°02'26" West, 1326.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence South 09°54'10" West along the South line of the Northeast 1/4 of the Northwest 1/4 a distance of 169.29 feet; thence North 00°02'26" East, 1326.67 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 89°50'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

TOGETHER WITH

PARCEL 7:

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Public Records of Lake County, Florida.

PARCEL 8:

The East 240 feet of the North 1/4 of the Southwest 1/4 of the Northwest 1/4 and the West 550 feet of the North 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

ALL OF THE ABOVE DESCRIBED PROPERTIES ARE LOCATED IN LAKE COUNTY, FLORIDA:

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The quality of this image is equivalent to the quality of the original document.

THIS AGREEMENT entered into and made as of the 24th day of August, 2006, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Lake Saunders Groves Land LLP, a Florida limited liability partnership, (hereinafter referred to as the "Owner/Developer").

RECITALS

1. The Owner/Developer desires to annex into the City of Fruitland Park approximately 135 acres of property currently located in unincorporated Lake County, Florida, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located in unincorporated Lake County, Florida, and is currently zoned "Agriculture" with a future land use designation on the Lake County Future Land Use Map of "Urban."

3. Owner/Developer has filed applications for annexation, rezoning, and amendment to the City's Comprehensive Plan for the Property as a residential planned unit development.

4. Owner/Developer represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Fruitland Park has determined that the annexation of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. Owner/Developer will fund certain public improvements and infrastructure to facilitate the development of the Property.

7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner/Developer has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner/Developer has filed an application for voluntary annexation, and the City has initiated the process to approve this Agreement and to annex the Property in accordance with the laws of the State of Florida. It is understood and agreed to by the City and the Owner/Developer that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance annexing the Property into the corporate limits of the City; and b) City's comprehensive plan amendment implementing or related to the Agreement is found

in compliance by the state land planning agency in accordance with the applicable Florida Statutes and such plan amendment is adopted by City. The parties hereto understand and acknowledge that the City is in no way bound to annex the Property. The City shall have the full and complete right to approve or deny the application for voluntary annexation.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Lake Saunders Conceptual Site Plan" prepared by Kimley-Horn and Associates, Inc., dated July 31, 2006 and attached as Exhibit "B" (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district and, subject to City approval after public hearings and DCA approval, City's Single Family Medium Density Residential land use category for the portion of the Property generally lying westward of the 12.82 acre lake as depicted on the Plan, and Multiple Family High Density Residential for the portion of the Property generally lying eastward of the 12.82 acre lake as depicted on the Plan. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DCA before being effective.

Section 4. Density. Overall gross density for the Property shall not exceed 4.01 units per acre. Gross acreage is approximately 135 acres and the maximum density shall not exceed 542 units. However, the density on the eastern portion of the Property shall be greater to allow for a transition from commercial and industrial areas to the east to the single family areas to the west.

Section 5. Phasing. Owner/Developer may develop the Property in five (5) separate phases, and shall not proceed to develop subsequent phases until the infrastructure of the previous phase is 75% completed. If Owner/Developer chooses to develop phases simultaneously, Owner/Developer shall, after acquiring the written consent of the City Manager to do so, not be subject to the above 75% build-out requirement.

Owner/Developer shall construct single-family homes during Phases 1 and 2, and shall construct condominiums and/or townhomes during Phases 3 and 4. During Phase 5, Owner/Developer shall develop either additional townhomes, condominiums, or an assisted living facility. In the event Owner/Developer seeks to provide an assisted living facility within the Property, Owner/Developer may amend this phasing schedule to provide such assisted living facility in any phase of the development. The Phases are more specifically set forth below and are demarcated accordingly on the Plan.

- A. Phase I: Single Family Dwelling Units
Number of units: 82
- B. Phase II: Single Family Dwelling Units
Number of units: 76
- C. Phase III: Condominiums and/or Townhomes
Number of units: 80
- D. Phase IV: Condominium and/or Townhomes
Number of units: 64
- E. Phase V: Condominiums, Townhomes, and/or Assisted Living Facility
Number of units: 240

Section 6. Development Standards. City and Owner/Developer agree that the unit mix for development of the Property shall be substantially as follows:

A. Single Family Dwelling Unit

i. Minimum Building Setbacks

- a. Front: 20 feet
- b. Side: 5 feet
- c. Rear: 15 feet

- ii. Minimum Living Area: 1,200 SF
- iii. Minimum Lot Width: 60 feet
- iv. Minimum Lot Area: 8,500 SF
- v. Maximum Building Coverage: 40%
- vi. Minimum Open Space: 25%

B. Townhomes and Condominiums

i. Minimum Building Setbacks

- a. Front: 20 feet
- b. Side: 10 feet (between building pads)
- c. Side: 12.5 feet (building to street)
- d. Side: 0 feet (between units)
- e. Rear: 15 feet

- ii. Minimum Living Area: 600 SF
- iii. Minimum Lot Width: 15 feet
- iv. Minimum Lot Area: 1,500 SF
- v. Maximum Building Coverage: 45%
- vi. Minimum Open Space: 25%

C. Assisted Living Facility

In the event that Owner/Developer chooses to develop an Assisted Living Facility within the Property, such portion of the development shall be treated as a commercial building within the City's C-1 zoning district, and City shall require Owner/Developer to follow a separate site plan approval process. Further, any such facility shall comply with all Land Development Regulations applicable to assisted living facilities contained within the City's C-1, Commercial zoning district.

D. Building Heights. The maximum building height within the Property is 35 feet.

E. There shall be no apartments or multi-family rental units constructed within the Property. All units within the Property shall be subject to individual fee simple ownership.

Section 7. Homeowners Association. Owner/Developer shall establish a homeowners association, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner/Developer agrees to, at Owner/Developer's expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at site plan approval. Owner/Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 8. Pedestrian and Bicycle Trails. Owner/Developer agrees to construct sidewalks to City standards on at least one side of a portion of the right of way within the Property. Additionally, Owner/Developer agrees to dedicate a 15-foot pedestrian and bicycle trail along the entire eastern boundary of the Property and to maintain, or require the homeowner to maintain, this area until and unless another entity suitable to City accepts maintenance responsibility. In this regard, if requested by City, Owner/Developer agrees to deed said property to City or some other entity in conjunction with the use of that area as a pedestrian/bicycle trail. City agrees that this area shall be counted in determining setbacks for the Property, provided that no improvements are constructed within the area that would conflict with the intended use as a pedestrian or bicycle trail. The pathways shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such pathways. Further, the pathways, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities and shall be in addition to any other City of Fruitland Park Land Development Regulations requirements.

Section 9. Road Improvements. Owner/Developer shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner/Developer agrees to construct Street "B," as depicted on the Plan as a two lane road in compliance with City standards, extending from the eastern portion of the Property eastward to U.S. Highway 441/U.S. Highway 27. Further, and to avoid detrimental impacts to those residents located to the west of the Property and north of Spring Lake Road, Owner/Developer agrees to install and maintain a gate to ensure that residents of the Multi-Family area of the Property depicted on the Plan use only Street "B" for ingress and egress to U.S. Highway 27. However, such installed gate must be designed in a manner sufficient to ensure police and fire rescue personnel's ability to bypass such gate whenever necessary.

City acknowledges that the construction of such roadway is contingent upon the acquisition of right of way. Accordingly, Owner/Developer agrees to undertake all measures reasonably necessary to acquire such needed public right of way acceptable to City. In the event that Owner/Developer, after exhausting all reasonable attempts to do so, is unable to acquire such right of way necessary for construction of Street "B" extending to U.S. Highway 27, Owner/Developer shall be prohibited from developing the Multi-Family portion of the Plan without approval from the City Commission, which approval may be conditioned upon satisfactory alternatives provided for ingress and egress and/or a reduction in density. All roads shall be constructed in accordance with applicable City standards. Additionally, Developer shall provide stormwater retention associated with the roads either within the right-of-way or on the Property.

Section 10. Lighting. Owner/Developer shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from single-family residences and townhouses to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner/Developer and thereafter maintained by the HOA.

Section 11. Water, Wastewater, and Reuse Water. Owner/Developer and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner/Developer covenants and warrants to City that it

will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. No private wells will be allowed within the Property. Owner/Developer shall construct, at Owner/Developer's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner/Developer shall also construct, at Owner/Developer's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 12. Impact Fees. Owner/Developer shall be required to pay impact fees as established by City from time to time. Owner/Developer agrees to prepay the water and wastewater impact fees for the Property less the prorated value of impact fee credits for the wastewater treatment plant expansion site provided for in Section 15, herein, at the time of plat approval by City corresponding to the number of units in such plat.

Owner/Developer agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner/Developer shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner/Developer agrees and understands that no capacity has been reserved and that Owner/Developer assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner/Developer, Owner/Developer shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 13. Wastewater Treatment Plant Expansion Site. Owner/Developer acknowledges that the City of Fruitland Park may expand its existing Wastewater Treatment Plant located on Spring Lake Road, adjacent to the Property. In order to facilitate such expansion and upon request by City, Owner/Developer agrees to deed 6 acres as depicted on the Plan along the southern portion of the Property to City for City's use in expanding the Wastewater Treatment Plant. Owner/Developer shall deliver marketable title free of any mortgages or liens of any kind. In order for City to credit Owner/Developer with impact fee credits for the donated land, City and Owner/Developer shall each obtain appraisals for the assessed value of the land at the time of donation. In the event that the parties cannot agree to a value of the donated land, a third appraiser shall be obtained to provide its assessed value. The value provided by the third appraiser shall be that used in providing impact fee credits to Owner/Developer. Until such time as City takes ownership, such property shall be maintained as a vegetative buffer by Owner/Developer. Owner/Developer agrees to adjust the size and location of the area as reasonably needed by City.

Section 14. Easements. Owner/Developer shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 15. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner/Developer shall install landscaping as depicted on a

landscaping site plan submitted to the City for review and approval prior to such installation.

Owner/Developer shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner/Developer shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner/Developer shall maintain such areas until such maintenance responsibility has been assumed by the HOA.

Owner/Developer acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner/Developer agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Owner/Developer agrees to construct all landscape buffers as required by City's Land Development Regulations. Developer further agrees to provide additional buffering along the southern portion of the Property as is reasonably requested by City to buffer the Property from the residents located along Spring Lake Road.

Section 16. Stormwater Management. Owner/Developer agrees to provide at Developer's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 17. Other Municipal Facilities/Services. Upon annexation, the City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

Section 18. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner/Developer shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner/Developer acknowledges that City is in the process of adopting an ordinance relating to Proportionate Share Mitigation. Accordingly, Owner/Developer agrees that it shall be subject to such ordinance, even if adopted after the effective date of this Agreement.

Section 19. Final Site Plan Approval. After the approved Conceptual Site and Developer's Agreement Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, and a Final Site Plan for the development shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 20. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 21. Solid Waste Disposal Facilities. Owner/Developer shall provide for the townhomes, condominiums, and assisted living facility solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations. Owner/Developer agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

Section 22. Signage. Owner/Developer shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 23. Title Opinion. Owner/Developer shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 24. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 25. Due Diligence. The City and Owner/Developer further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner/Developer from time to time in accordance with the City's applicable policies for the provision of said services.

Section 26. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. However, both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the Florida Department of Community Affairs ("DCA") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City and approved by DCA.

Section 27. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 28. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner/Developer to successive owners. Owner/Developer shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner/Developer consents to the placement of a claim of lien on the property upon default in payment of any obligation herein without precluding any

other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 29. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 30. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 31. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	Mr. Ralph Bowers, City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Christopher J. Bell, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Scott A. Gerken, Esquire City Attorney 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone 352-357-2474 Facsimile
As to Owner/ Developer:	Lake Saunders Grove Land LLP c/o Grace Lindblom 1412 Colonial Drive Orlando, FL 32804
Copy to:	Kane Morris-Webster Colliers Arnold 622 E. Washington St., Suite 300 Orlando, FL 32801

Section 32. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner/Developer from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 33. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner/Developer, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate ten (10) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner/Developer, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 34. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 35. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Signature

Print Name

Witness Signature

Print Name

By: Grace C Lindblom
Signature

GRACE C. LINDBLOM
Print Name


Signature

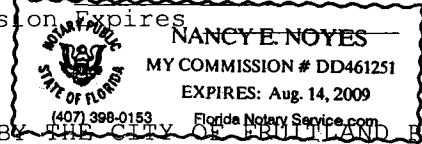
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of AUGUST by GRACE C LINDBLOM and _____ who are personally known to me or who have produced _____ as identification and who did ~~(did not)~~ take

an oath.


Notary Public, State of Florida
Printed Name NANCY E. NOYES
Commission No _____
My Commission Expires _____



ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Christopher J. Bell, Mayor

Date: _____

ATTEST: _____
City Clerk

City Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public, State of Florida
Printed Name _____
Commission No _____
My Commission Expires _____

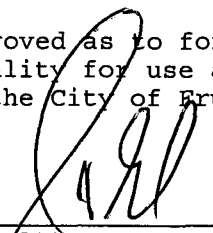
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ and _____ who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.


Notary Public, State of Florida
Printed Name _____
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

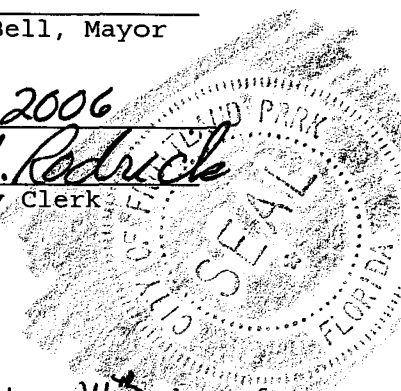


City Attorney

By: 
Christopher J. Bell, Mayor

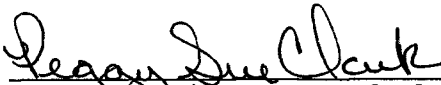
Date: August 24, 2006

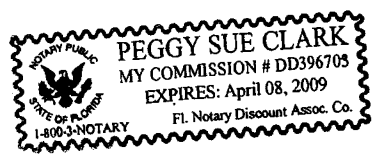
ATTEST: Linda S. Rodrick
City Clerk



STATE OF FLORIDA
COUNTY OF LAKE

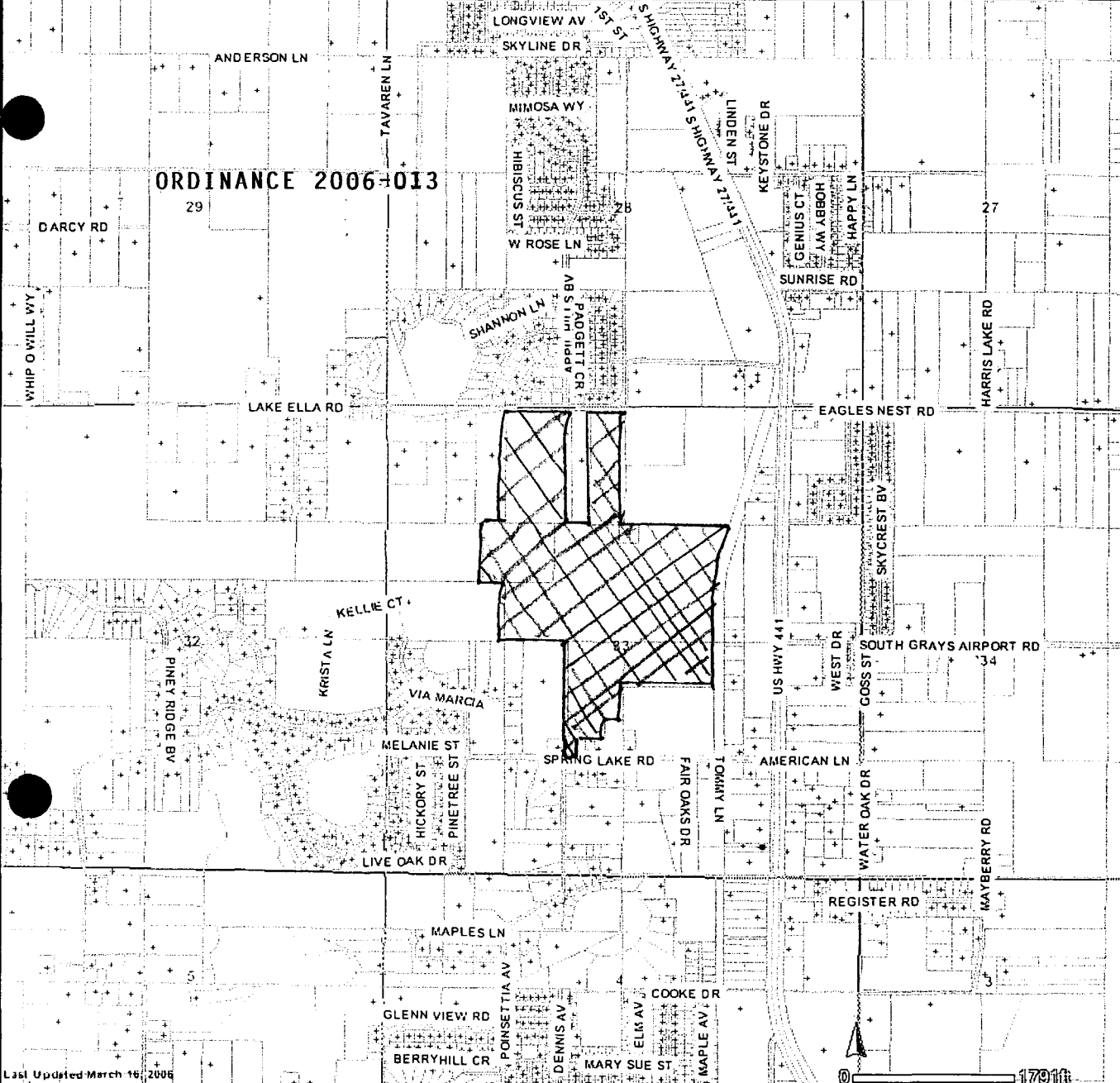
The foregoing instrument was acknowledged before me this 24th day of August, 2006 by Christopher J. Bell, Mayor and Linda S. Rodrick, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.


Notary Public, State of Florida
Printed Name Peggy Sue CLARK
Commission No DD396703
My Commission Expires 4-8-09




























Lake County, Florida

ORDINANCE 2006-013



Last Updated March 16, 2006

	LAKE APOPKA LDR		ASTATULA		MINNEOLA
	PARCELS		CLERMONT		MONTVERDE
	STRUCTURE ADDRESS		EUSTIS		MOUNT DORA
	COUNTY PROPERTY		FRUITLAND PARK		TAVARES
	STREETS		GROVELAND		UMATILLA
	CITY LIMITS		HOWEY IN THE HILLS		SECTIONS
	WATER		LADY LAKE		LAKES
			LEESBURG		COUNTY BOUNDARY
			MASCOTTE		
			WATER		

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EXHIBIT "A"
Legal Description

PARCEL 1:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; LESS the West 120 feet of the South 230 feet; the North 25 feet of the West 205 feet of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; the North 5 $\frac{1}{2}$ Feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; and the East 205 feet of the South 118 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 18 South, Range 24 East.

PARCEL 2:

The East 66 feet of the North 210 feet of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the West 160 feet of the North 210 feet of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33 Township 18 South, Range 24 East.

PARCEL 3:

- Begin at the Northwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East, run thence East 125 $\frac{1}{2}$ feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the westerly right of way of the railroad, thence southerly along said railroad right of way to the South line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence West to the Southwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence North 1320 feet to the point of beginning, LESS the West 550 feet of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East.

PARCEL 4:

- Begin at the Northeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East, run thence South 900.5 feet, thence West 209.63 feet, thence South 209.88 feet, thence West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the point of beginning.

PARCEL 5:

The North 511 feet of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East, lying West of the Railroad.

LESS a strip of land of Equal Width 40.0 feet wide off of the entire North side of the following described parcel 6:

PARCEL 6:

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

LESS

Parcel 6: Commence at the Northeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89° 58' 40" W along the North line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 380.35 feet to the Point of Beginning for this description; from said Point of Beginning run S 00° 02' 26" W 1326.67 feet to a point on the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 33; thence S 89° 58' 10" W along the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 169.28 feet; thence N 00° 02' 26" E 1326.67 feet to a point on the North line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 33; thence N 89° 58' 40" E along the North line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Hill Road.

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ALL OF THE ABOVE DESCRIBED PROPERTIES ARE LOCATED IN LAKE COUNTY, FLORIDA.

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Line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 33; thence North 89° 58' 40" East along the North line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 209.29 feet to the Point of Beginning. LESS

EXHIBIT "A"
Legal Description (Continued)

AND LESS

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, 1/2 Lake County, Florida, and run South 07°53'40" West along the North line of the Northwest 1/4 of the Northwest 1/4 a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run South 00°02'26" West, 1326.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence South 09°54'10" West along the South line of the Northeast 1/4 of the Northwest 1/4 a distance of 207.39 feet; thence North 00°02'26" East, 1326.72 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 29°58'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 400 feet thereof for right-of-way of Lake Ella Road. LESS: Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, 1/2 Lake County, Florida, and run South 09°58'40" West along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run South 00°02'26" West, 1326.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence South 09°54'10" West along the South line of the Northeast 1/4 of the Northwest 1/4 a distance of 169.29 feet; thence North 00°02'26" East, 1326.67 feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 29°58'40" East along the North line of the Northeast 1/4 of the Northwest 1/4 a distance of 169.29 feet to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

TOGETHER WITH

PARCEL 7:

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Public Records of Lake County, Florida.

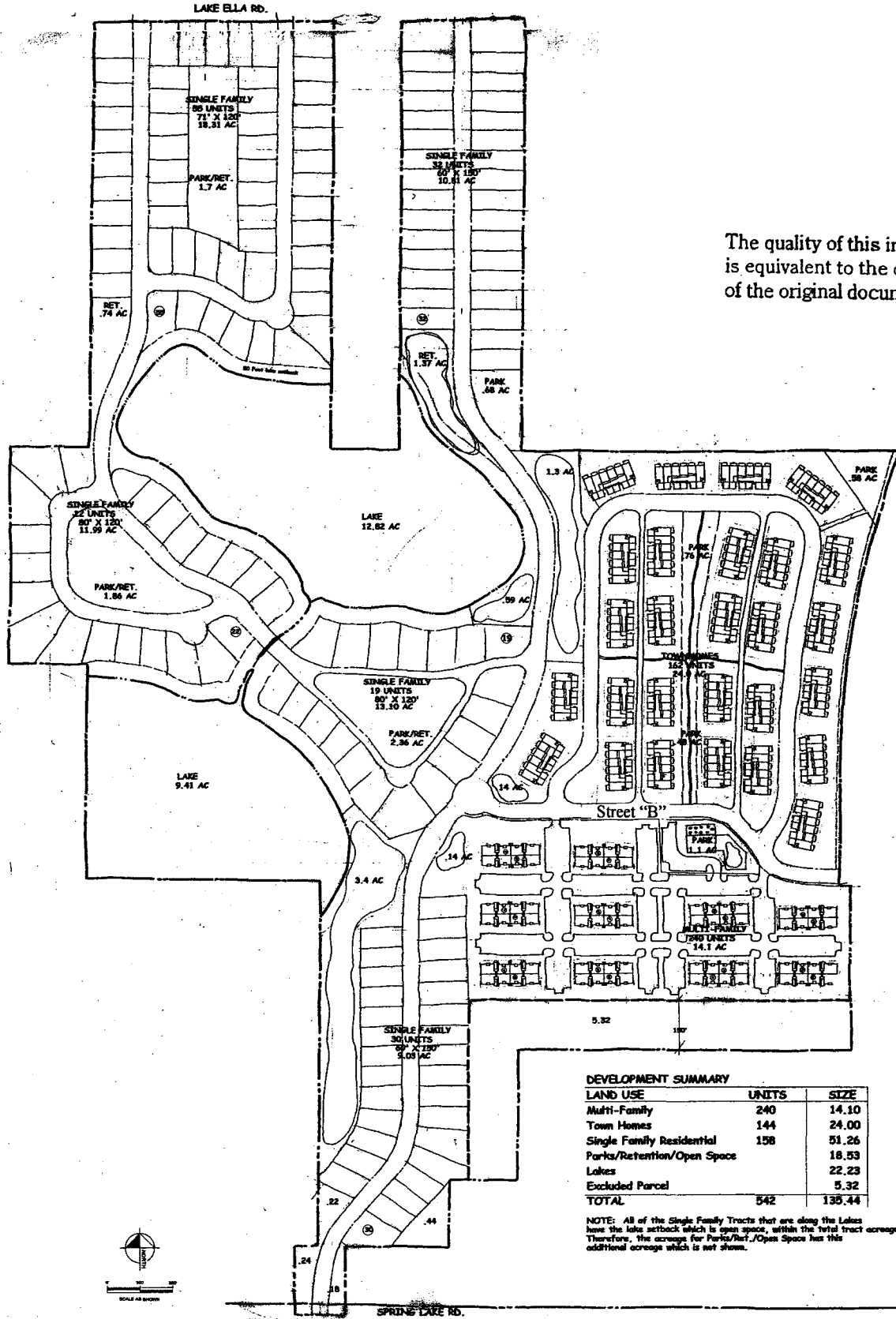
PARCEL 8:

The East 240 feet of the North 1/4 of the Southwest 1/4 of the Northwest 1/4 and the West 550 feet of the North 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

ALL OF THE ABOVE DESCRIBED PROPERTIES ARE LOCATED IN LAKE COUNTY,
FLORIDA:

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**CITY OF FRUITLAND PARK
SUPPLEMENTAL AGENDA ITEM SUMMARY SHEET
Item Number: 6h**

ITEM TITLE: First Reading and Public Hearing – Ordinance 2022-013 Adopting New Water and Wastewater Impact Fee Rates

For the Meeting of: April 28, 2022

Submitted by: City Attorney/City Manager/City Treasurer

Date Submitted: April 22, 2022

Funds Required:

Attachments: Ordinance, amended restated to wastewater treatment plant capacity reservation and bulk treatment agreement, and water utility bill notice

Item Description: Ordinance 2022-013 adopting new impact fee studies for water and wastewater and new impact fee rates. (The second reading and public hearing will be held on May 12, 2022.)

Action to be Taken: Approve proposed Ordinance 2022-013.

Staff's Recommendation: Approval

Additional Comments: At the January 27, 2022 regular meeting, the water and wastewater impact fee was reviewed.

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2022-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 37 OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK TO ADOPT NEW IMPACT FEE STUDIES FOR WATER AND WASTEWATER AND TO ADOPT NEW IMPACT FEE RATES FOR WATER AND WASTEWATER; INCLUDING PROVISIONS FOR CHANGES IN SIZE AND USE, ALTERNATIVE CALCULATIONS, APPEAL, PENALTIES AND LIENS, AND DISPOSITION OF FUNDS NOT EXPENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth; and

WHEREAS, the City Commission is authorized to impose impact fees pursuant to Article VII of the Florida Constitution, pursuant to Chapter 166, pursuant to its home rules powers, its comprehensive plan, and Chapter 180, Florida Statutes; and

WHEREAS, the City of Fruitland Park provides public water and wastewater utility services to residential, commercial and industrial users within the City of Fruitland Park's utility district established pursuant to §180, Florida Statutes;

WHEREAS, Ch. 37 of the Code of Ordinances of the City of Fruitland Park also authorizes the City to impose water and wastewater impact fees on new growth;

WHEREAS, expansion of the City's facilities to accommodate new growth protects the health, safety and general welfare of the City's citizens and businesses;

WHEREAS, the City Commission has determined that it is necessary to impose impact fees under its police power or in the exercise of its sovereign power; and

WHEREAS, the City Commission entered into that certain Amended and Restated to Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement with the Town of Lady Lake (the "Agreement"); and

WHEREAS, the Agreement provides for the Town of Lady Lake to provide wastewater capacity to the City of Fruitland Park to serve the City of Fruitland Park's wastewater customers; and

WHEREAS, the Town of Lady Lake utilizes its wastewater facilities to serve the City of Fruitland Park; and

WHEREAS, notice has been provided pursuant to s. 180.136, Florida Statutes and s. 166.041(3)(a), Florida Statutes.

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

SECTION 1. The findings set forth in the recitals above are true and correct.

SECTION 2 Legislative findings. Section 37.01, in Chapter 37 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

WASTEWATER

Sec. 37.01. - Legislative findings.

The City of Fruitland Park finds, determines and declares that:

- (A) The provision of wastewater service is in the best interest of the public's health, safety and welfare.
- (B) The City of Fruitland Park entered into an agreement with the Town of Lady Lake for the provision of wastewater facilities and services in order to maintain and/or improve current standards of public health. However, transmission lines, lift stations, and other capital facilities are necessary and required for transport of the wastewater to the treatment facilities owned by the Town of Lady Lake.
- (C) The imposition of wastewater impact fee ~~capital~~ charges is one of the preferred methods of ensuring that development bears a proportionate share of the cost of wastewater facilities necessary to accommodate such development.
- (D) The charges established herein are derived from, are based upon, and do not exceed the costs of providing wastewater facilities necessitated by development in the city and its service area.
- (E) The fees were calculated based on a model developed by Burton & Associates in their study, "Town of Lady Lake Water, Wastewater and Reclaimed Water Impact Fee Study." The model meets the common law and statutory requirements that the fee has a rational nexus between the need for additional capital facilities and growth and population, and has a rational nexus between the expenditure of funds collected and the benefits accruing to the growth.
- (F) The city commission also hereby adopts by reference the study entitled "Water and Wastewater Impact Fee Study" dated December 1, 2021, as prepared by GovRates, Inc. The city commission finds that the wastewater impact fee calculation is based on the most recent and localized data.

- (G) The city commission finds that the wastewater impact fee is reasonably related to the capital cost of construction and related costs, including but not limited to engineering, legal, financing, administrative, for capital expansions and other capital requirements needed by the wastewater utility to accommodate new growth. The city commission also finds there is a reasonable connection between the anticipated expenditures of the wastewater impact fees collected and the benefits accruing to anticipated new development.

SECTION 3. Imposition of wastewater impact fee. Section 37.04, in Chapter 37 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 37.04. - Imposition of wastewater impact fee.

Any person who, after the effective date of this ordinance, seeks to connect to the City of Fruitland Park wastewater system, is hereby required to pay a wastewater impact fee in the manner and amount set forth in this ordinance.

In the event the city, either by resolution or by ordinance of the city commission, does not modify the amount of the impact fee to the contrary, the impact fee will be the same as wastewater impact fees charged by the Town of Lady Lake plus \$763.00 per ERU. Until otherwise adjusted, the wastewater impact fee is \$3,935.00 per ERU ~~ERC~~. Wastewater impact fees shall be adjusted to be the same as wastewater impact fees charged by the Town of Lady Lake plus \$763.00 per ERU. The city manager shall document the adjusted rate each time adjusted subject to review by the city commission. Otherwise, the city commission may by resolution or ordinance adjust the wastewater capital charge as deemed appropriate.

SECTION 4. Wastewater impact fee fund established. Section 37.07, in Chapter 37 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 37.07. - Wastewater impact fee fund established.

The wastewater impact fee collected pursuant to this chapter shall be deposited into a fund called the "City of Fruitland Park Wastewater Impact Fee Fund". The fees deposited in the fund shall be used ~~only~~ to (a) pay the wastewater impact fee charged by the Town of Lady Lake, which is designed as "operational costs" in the Interlocal Agreement between the City of Fruitland Park and the Town of Lady Lake for the city connection to the Town of Lady Lake wastewater system, (b) reimbursement for the consumption of existing facility capacity by growth or providing growth-necessitated capital improvements, including, but not limited to: design or construction plan preparation, construction management and inspection, capital construction costs, reimbursement of excess developer contribution credit, and payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the city to provide funds to construct or acquire growth impacted capital improvements to the waste water

facilities. The impact fees shall not be utilized for operational, repair, or maintenance costs.

SECTION 5. Amendment. Sections 37.11 – 37.18, in Chapter 37 of the Code of Ordinances of the City of Fruitland Park, Florida, are hereby amended to read as follows:

WATER

Sec. 37.11. – Legislative findings.

The City of Fruitland Park finds, determines and declares that:

- (A) The provision of water service is in the best interest of the public's health, safety and welfare.
- (B) The City of Fruitland Park plans to construct and develop water facilities in order to maintain and/or improve current standards of public health if new development is to be accommodated without decreasing current standards of public health.
- (C) The imposition of water impact fee ~~capital~~-charges is one of the preferred methods of ensuring that development bears a proportionate share of the cost of water facilities necessary to accommodate such development.
- (D) The charges established herein are derived from, are based upon, and do not exceed the costs of providing water facilities necessitated by development in the city and its service area.
- (E) ~~The analysis conducted by the city engineer, Ted Wicks, P.E., of Wicks Consulting Services, Inc., contained within the document entitled "City of Fruitland Park Water Supply Master Plan and 5 Year Capital Improvements" and dated November 2005, sets forth a reasonable methodology and analysis for the determination of the impact of development on the need for and costs of water facilities. The city commission hereby adopts by reference the study entitled "Water and Wastewater Impact Fee Study" dated December 1, 2021, as prepared by GovRates, Inc. The city commission finds that the water impact fee calculation is based on the most recent and localized data.~~
- (G) The city commission finds that the water impact fee is reasonably related to the capital cost of construction and related costs, including but not limited to engineering, legal, financing, administrative, for capital expansions and other capital requirements needed by the water utility to accommodate new growth. The city commission also finds there is a reasonable connection between the anticipated expenditures of the water impact fees collected and the benefits accruing to anticipated new development.

Sec. 37.12. - Short title, authority and applicability.

- (A) This subchapter shall be known and may be cited as the "City of Fruitland Park Water Impact Fee ~~Capital Charge~~ Ordinance".
- (B) The city commission for the City of Fruitland Park has the authority to adopt this subchapter pursuant to general law.
- (C) This subchapter shall apply in the incorporated areas of the City of Fruitland Park as well as the unincorporated areas served or to be served by city services.

Sec. 37.13. - Intent and purposes.

- (A) This subchapter is intended to assist in the implementation of the City of Fruitland Park Comprehensive Plan.
- (B) The purpose of this subchapter is to assure that development bears a proportionate share of the cost of capital expenditures necessary to provide water facilities.
- (C) The provisions of this subchapter shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

Sec. 37.14. - Imposition of water capital charge.

Any person who, after the effective date of this subchapter, seeks to connect to the City of Fruitland Park water system, is hereby required to pay a water impact fee ~~capital charge~~ in the manner and amount set forth in this subchapter.

In the event the city, by resolution or ordinance of city commission, does not modify the amount of the impact fee ~~capital charge~~ to the contrary, the impact fee ~~capital charge~~ will be \$~~1,358.00~~ ~~985.00~~ per ERU. Water impact fees ~~capital charges~~ shall be indexed to inflation and adjusted effective October 1 of each year beginning October 1, ~~2023~~ ~~2006~~. The inflation index for these adjustments shall be the ~~Engineering News Record (ENR) construction cost~~ Municipal Cost Index (MCI) as published by the American City and County Magazine ~~index~~ for the preceding 12 months or such other index as deemed appropriate by the city commission. The city manager shall document the adjusted rate each year subject to review by the city commission. Otherwise, the city commission may by resolution or ordinance adjust the water capital charge as deemed appropriate.

Sec. 37.15. - Determination of equivalent residential unit factors.

For purposes of calculating and imposing the water impact fee ~~capital charge~~ provided for herein, the ERU factor for any particular connection shall be calculated and imposed as set forth in § 159.070 of the Code of Ordinances.

SECTION 6. General provisions applicable to impact fees. Sections 37.19 – 37.23, in Chapter 37 of the Code of Ordinances of the City of Fruitland Park, Florida, are hereby created to read as follows:

Sec. 37-19. - Changes in size and use.

Unless otherwise specified within this chapter, impact fees shall be imposed and calculated for the alteration, expansion or replacement of a building or dwelling unit or the construction of an accessory building or structure if the alteration, expansion or replacement of the building or dwelling unit or the construction of an accessory building or structure results in a land use determined by the city manager or designee to generate a greater impact than the present use under the applicable impact fee rate schedule. The impact fee imposed for the building, dwelling unit or accessory building or structure after construction, alteration, expansion or replacement, shall be as set forth in this chapter, less the impact fee credited to the property prior to such alteration, expansion, replacement or construction. A credit shall be given for the amount of fee that would have been imposed for the building, dwelling unit or accessory building or structure prior to such alteration, expansion, replacement or construction.

Sec. 37-20. - Alternative impact fee.

- (A) In the event an applicant believes that the impact to the city wastewater or water utility caused by the construction is less than the impact established in the wastewater and water impact fee study and the fee provided such applicant may, prior to issuance of a building permit for such construction, or if no building permit is required, prior to the time of approval of the final development order, file an alternative impact fee study with the city manager. The city manager shall review the alternative calculations and make a determination within sixty (60) days of submittal as to whether such calculations comply with the requirements of this section.
- (B) For purposes of any alternative impact fee calculation, the construction shall be presumed to have the maximum impact on the wastewater or water utility system.
- (C) The alternative impact fee calculation shall be based on data, information or assumptions contained in this chapter and the impact fee study or independent sources, provided that:
- (1) The independent source is a generally accepted standard source of planning information and cost impact analysis performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the impact fee study; or
 - (2) The independent source is a local study supported by a data base adequate for the conclusions contained in such study performed pursuant to a

generally accepted methodology of planning and cost impact analysis which is consistent with the impact fee study.

(D) If the city manager determines that the data, information and assumptions utilized by the applicant comply with the requirements of this section and that the calculation of the alternative impact fee was by a generally accepted methodology, then the alternative impact fee shall be paid in lieu of the fees adopted.

(E) If the city manager determines that the data, information and assumptions utilized by the applicant to compute an alternative impact fee do not comply with the requirements of this section, then the city manager shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection and the reasons therefore.

Sec. 37-21. - Penalties and liens against property.

Failure to pay an impact fee when determined by the city that an obligation is required to satisfy the impact of development may result in the amount due becoming a lien against the property. The city shall provide a written notice of the impact fee due by personal service, United States mail certified, return receipt requested, or overnight delivery. Upon failure to pay the impact fee within 30 days of the date of the notice, the city manager or designee is granted the authority to record a lien, for the amount due, in the public records of Lake County, and may include in such liens all recording costs, interests, costs of mailing pursuant to this section, and attorney fees incurred by the city associated with such lien. Within ten days after a lien against a property is recorded in the public records of Lake County, the city manager, or designee, shall mail by certified mail with a return receipt requested, and U.S. mail to the property owner of record a notice of lien, informing the property owner of the existence of the lien, the amount of the lien plus accrued interest and penalties, if any, and the services rendered by the city for which such lien was imposed. If more than one person owns the property, notice to one owner shall be conclusively deemed to be notice to all owners.

Sec. 37-22. - Appeals.

Any person who disagrees with a decision or interpretation of this chapter may appeal to the city manager by filing a written notice of appeal within ten days after the date of action or decision complained of. The written notice of appeal shall set forth concisely the action or decision appealed as well as the grounds upon which the appeal is based. The city manager shall consider all facts material to the appeal and render a written decision within 30 days of receiving the appeal. Any person who disagrees with the decision of the city manager may appeal to the city commission by filing written notice of appeal with the city clerk setting forth concisely the decision appealed within ten days after the date of the city manager's decision. The appeal shall be set for the next available city commission meeting for consideration. The city commission's written decision shall constitute final

administrative review. Appeal fees commensurate with costs incurred by the city, as set by resolution, shall be paid by the applicant prior to a decision being rendered.

Sec. 37-23. - Disposition of funds not expended.

(A) If impact fees have not been expended or encumbered by the end of the calendar quarter immediately following five years from the date the fees were paid, or when it is determined that no construction has occurred and the building permit issued for such construction has expired or otherwise been cancelled by the city, upon application with proof of payment, the fees shall be returned in accordance with the following procedure:

(1) The present owner must petition the city council for the refund within one year following the end of the calendar quarter immediately following five years from the date on which the fee was received, or within 180 days of the expiration of the building permit or final development order. Failure to submit the application for refund within the time specified constitutes a waiver of any claim to such monies.

(2) The petition must be submitted to the city manager and must contain:

- a. A notarized sworn statement that the petitioner is the current owner of the property;
- b. A copy of the dated receipt issued for payment of the fee;
- c. A copy of the latest recorded deed; and
- d. A copy of the most recent ad valorem tax bill.

(3) If reimbursement is approved by city commission the city shall remit to the petitioner within 60 days of approval.

(B) In determining whether a petitioner is entitled to a refund, it shall be assumed that impact fees are expended or encumbered in the same order in which they were received, that is "first in, first out."

SECTION 7. It is the intention of the City Commission of the City of Fruitland Park that the provisions of this Ordinance shall be codified and made a part of the City of Fruitland Park Code of Ordinances.

SECTION 8. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Commission of the City of Fruitland Park that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Commission would have enacted the valid constitutional portions thereof.

SECTION 9. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 10. The provisions within this ordinance shall take effect immediately upon the enactment date.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2022.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk
(SEAL)

Anita Geraci-Carver, City Attorney

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)

Passed First Reading _____

Passed Second Reading _____

MAKE CHECKS PAYABLE TO:



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

**RETURN THIS STUB WITH PAYMENT TO
 CITY OF FRUITLAND PARK**

PLEASE WRITE THE BILL NUMBER OR ACCOUNT NUMBER ON YOUR CHECK

METER LOCATION DEER GLEN CT	APT	FROM 3/14/2022	TO 4/12/2022
BILL DATE 4/27/2022	ACCOUNT NUMBER	BILL NUMBER 481816	
PAY BEFORE DUE DATE 162.27	PAY AFTER DUE DATE	PAYMENT AMOUNT	



E-Z PAY BANKDRAFT OPTION (SEE REVERSE SIDE)

UTILITY PAYMENT DROP BOX IN PARKING LOT OF CITY HALL
CASHIER HOURS 8:00 a.m. - 4:30 p.m.

ADDRESSEE:

FPK0425A 1812 1 AV 0.426
 7000001812 00.0005.0136 1812/1

REMIT TO:

DO NOT SEND PAYMENT
E-Z PAY BANK DRAFT



DEER GLEN COURT
 FRUITLAND PARK FL 34731-6560

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

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

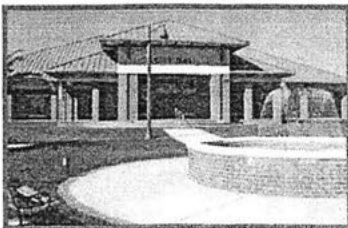
At the City of Fruitland Park City Commission meeting to be held on May 12, 2022 at 6:00pm. The City Commission will consider a proposed increase of construction water & sewer utility impact fees. Meeting held at CITY HALL 506 W Berckman Street, Fruitland Park FL. VISIT WWW.FRUITLANDPARK.ORG FOR ONLINE UTILITY BILL PAYMENT. PAYMENT IS ALWAYS DUE BY THE 10TH / SHUT OFF IS ALWAYS THE 21ST

NAME: [REDACTED]				
ACCOUNT NO.	FROM	TO	BILL DATE	METER LOCATION
[REDACTED]	3/14/2022	4/12/2022	4/27/2022	[REDACTED] DEER GLEN CT
SERVICE CHARGE	PREVIOUS	PRESENT	USAGE	CURR CHG

WARI75	1869172	1888325	19153	118.48
STMWTR				2.00
GARB				29.94
UTIL T				11.85

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

PAST DUE	THIS BILLING	TOTAL DUE	ACCOUNT	DUE
0.00	162.27	162.27	[REDACTED]	5/10/2022
BILL NUMBER	PENALTY		PAY BEFORE DUE DATE	162.27
481816	PAYMENT AMOUNT		PAY AFTER DUE DATE	



CFP-1178-4

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

After-Hours Utility Emergency - Please contact the Lake County Sheriff's Office at (352) 343-2101
 PLEASE RETAIN THIS PORTION FOR YOUR RECORDS.
CASHIER HOURS 8:00 a.m. - 4:30 p.m.

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

PAY BEFORE DUE DATE	162.27
PAY AFTER DUE DATE	

Bill messages

At the City of Fruitland Park City Commission meeting to be held on

May 12, 2022 at 6:00pm. The City Commission will consider a proposed

increase of construction water & sewer utility impact fees. Meeting

held at CITY HALL 506 W Berckman Street. Fruitland Park FL.

or default message line 4 for bill.

CVR

RESOLUTION 2016-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AMENDED AND RESTATED TO WASTEWATER TREATMENT PLANT CAPACITY RESERVATION AND BULK TREATMENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND THE TOWN OF LADY LAKE, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park entered into that certain Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement with the Town of Lady Lake which in part provided for connection to the Town's lift station; and

WHEREAS, it was necessary to amend the Agreement because the City will no longer connect to the Town's lift station, but rather will connect to the Headworks at the Town's wastewater treatment plant, and additionally, it is beneficial for the Agreement to specifically list the Town roadways where the City's force main will be installed; and

WHEREAS, on September 8, 2016 the City Commission of the City of Fruitland Park, Florida approved the Agreement; however, the Town of Lady Lake requested an additional change, specifically to delete "Maintenance and repair or replacement costs from City to Town's wastewater plant will be Town's responsibility."

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the agreement is beneficial to the City of Fruitland Park and its residents; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement with the Town of Lady Lake.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement with the Town of Lady Lake, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Amended and Restated Agreement.

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



**CITY OF FRUITLAND PARK
ATTN ESTHER LEWIN-COULSEN
506 W BERCKMAN ST
FRUITLAND PARK FL 34731**

PASSED AND RESOLVED this 13th day of October, 2016, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA



CHRISTOPHER J. BELL, MAYOR

ATTEST:



ESTHER COULSON, CITY CLERK

Vice Mayor Gunter	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Lewis	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Ranize	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Mayor Bell	<input type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

AMENDED AND RESTATED TO WASTEWATER TREATMENT PLANT CAPACITY
RESERVATION AND BULK TREATMENT AGREEMENT

THIS AGREEMENT is made this 13th day of October, 2016. Between the TOWN OF LADY LAKE, a political subdivision in the state of Florida (hereinafter "Town"), and THE CITY OF FRUITLAND PARK, a Florida municipal corporation (hereinafter "City").

Terms and Conditions

In consideration of the commitment of the Town to receive and treat the wastewater of the City, and of the commitment of the City to pay for the treatment of wastewater by the Town, the receipt and sufficiency of such commitments being hereby acknowledged, the parties agree to the following terms and conditions.

1. **Effective Date.** This Agreement shall be effective upon execution by both parties (the "Effective Date"). Upon execution by both parties, this Agreement shall be recorded in the Official Records of Lake County, Florida.
2. **Term.** The term of this Agreement shall be ten (10) years from the Effective Date unless earlier terminated or extended by mutual written agreement.
3. **Capacity Reservation and Bulk Treatment.** The Town agrees to reserve for the use of the City, wastewater treatment capacity of up to 500,000 gallons per day (GPD), flow rates and charges to be reviewed and adjusted annually during the term of the agreement. To allow the Town sufficient time for any future plant expansion to accommodate the capacity utilized by the City, the City may not increase its utilization of the reserved capacity in any one year (unless such capacity is available) by more than 100,000 GPD above the average actual utilized capacity for the prior calendar year without Town approval. GPD shall be measured on a ninety day average of daily flows.
4. **Service Rates for Wastewater Treatment.** The service rates for wastewater treated by the Town pursuant to the initial capacity reservation by the City shall be as stipulated in attachment "A" of this Agreement and adjusted annually by the Town to equal the Town's current approved rate structure for customer wastewater billing rates. However, fees shall not begin until the City has connected its wastewater infrastructure to the Town's system and begins sending waste to Town for treatment. The City will not provide bulk service pricing to those customers of the City whose wastewater is treated in the Town's treatment plant pursuant to this Agreement, and will limit wastewater services to those areas within the incorporated boundary or ISBA Boundary of the City.
5. **Wastewater Quality.**
 - A. The City shall undertake whatever procedures necessary in the inspection, policing, and regulation of all wastewater introduced into the City wastewater collection systems, to ensure that the quality of raw wastewater transmitted by the City to the Town shall not exceed the following criteria:

(1) BOD	-	350 ppm
TSS	-	350 ppm
Fats, Oil, Grease	-	50 ppm
Hydrogen, Sulfide	-	3.00 ppm

(2) In addition, the wastewater shall not contain material amounts of the following pollutants:

- (a) Pollutants which create a fire or explosion hazard.
- (b) Pollutants which will cause corrosive structural damage, but in no case discharges with pH lower than 5.5 or higher than 9.5.
- (c) Solid or viscous pollutants in amounts which will cause interference with the operation of the treatment facilities.
- (d) Any pollutant, including oxygen-demanding pollutants (BOD, etc.) released in a discharge of such volume or strength as to cause interference in the treatment facilities.
- (e) Heat in amounts which will inhibit biological activity in the treatment facilities resulting in interference, but in no case heat in such quantities that the temperature at the treatment plant influent (one hundred four (104) degrees Fahrenheit).
- (f) Unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water.

(3) Concentrations in excess of the limits and constituents defined below shall not be allowed. Should these limits be exceeded, City shall immediately eliminate the cause of the violation.

Antimony	1.00 ppm	Tin	5.00 ppm
Arsenic	0.25 ppm	Zinc	1.00 ppm
Barium	10.00 ppm	Total Metals	10.00 ppm
Beryllium	0.25 ppm	Fats, Oil and Grease	100.00 ppm
Boron	1.00 ppm	Iodine	10.00 ppm
Cadmium	0.70 ppm	Benzene compounds	5.00 ppm
Total Chromium	1.00 ppm	Carbon tetrachloride	10.00 ppm
Cobalt	0.30 ppm	Chloroethylene comps.	10.00 ppm
Copper	2.00 ppm	Chloroethene compounds	5.00 ppm
Cyanide	0.50 ppm	Chloroethane compounds	10.00 ppm
Lead	0.40 ppm	Chloroform	10.00 ppm
Lithium	0.03 ppm	Pentachlorophenol	10.00 ppm
Manganese	1.50 ppm	Total Phenol	0.50 ppm
Mercury	0.005 ppm	Hydrogen Sulfide	6.00 ppm
Nickel	0.70 ppm	COD	600.00 ppm
Selenium	0.50 ppm	BOD	600.00 ppm
Silver	0.50 ppm	TSS	600.00 ppm

Should City transmit any of the above-listed items other than those addressed in 3 (b) below, City shall pay for any costs or damages the Town incurs because of City's

violation and the Town may immediately terminate this agreement if not eliminated within 30 days of initial date of detection. City's uncured violation as determined by the Town shall be sufficient cause to terminate this agreement.

- B. In the event that the City transmits to the Town wastewater which exceeds the limits for 5-day biochemical oxygen demands (BOD), total suspended solids (TSS), Fats, Oils and Grease or Hydrogen Sulfide, then the Town may estimate the total volume of wastewater not meeting the requirements of Paragraph 5A, above, and assess and collect a surcharge from the City as follows:

BOD or TSS (whichever is higher)			
350 – 400 ppm	-	\$	0.50/1000 gal
400 – 450 ppm	-	\$	1.25/1000 gal
450 – 500 ppm	-	\$	3.15/1000 gal
500 – 550 ppm	-	\$	7.95/1000 gal
550 – 600 ppm	-	\$	20.00/1000 gal
Fats, Oils and Grease	-	\$	0.10/1000 gal
Hydrogen Sulfide	-	\$	0.20/1000 gal

6. **Wastewater Treatment Standards.** The Town shall continuously accomplish all health hazard and pollutant removal standards as then required by applicable regulatory requirements.
7. **Resolution of Disputes Involving Raw Wastewater Quality or Wastewater Treatment Standards.** Before litigating any dispute under this Agreement, the parties' representatives shall personally meet in good faith to resolve their dispute.
8. **Costs and Expenses.**
- A. City shall be responsible for all engineering expenses and infrastructure installation costs associated with the connection to the Town's wastewater collection system, including but not limited to wastewater collection and transmission lines, wastewater sampling station, wastewater master meter, and related improvements to the Town's wastewater collection system. All related improvements must be approved by Town staff prior to implementation.
- B. The City will specify, approve, and pay costs for all associated infrastructure and equipment from Town's connection point at the headworks of the WWTP back to City. Maintenance and repair or replacement costs from Town's connection point and back to City will be responsibility of City. The point of connection for the City sewer line shall be at the Town's WWTP Headworks. The work shall also include running sewer force main along several Town roadways, including: April Hills Boulevard, Shannon Lane and Teal Lane.

- C. Except for charges for service and items specified in this agreement, each Party shall be wholly responsible for and shall pay all of any such Party's costs and expenses incurred in complying with the terms of this Agreement.
 - D. The City shall not charge the Town, and the Town shall not charge the City any connection fees, tapping fees, impact fees or any fee or charge of any kind, except service rates and operational charges as set forth herein for any obligation incurred or service performed pursuant to this Agreement. The Town Commission of the Town expressly waives the imposition of impact fees to the City concerning this Agreement.
9. **Ownership and Maintenance Responsibilities.**
- A. City will be responsible for all costs associated with infrastructure installed as a part of this project, including but not limited to, easement acquisition, engineering services, and all related materials and equipment.
 - B. City will be responsible for all maintenance and replacement costs of installed infrastructure and equipment installed on the City side to the Town's WWTP Headworks related to this project.
 - C. City will install a wastewater quality sampling station on its isolated discharge inlet into the Town's WWTP Headworks, specified and approved by Town at a location approved by the Town. Town will monitor and report findings of wastewater quality sampling via the City installed sampling station and or other sampling methods.
 - D. City will install and maintain a properly sized and Town approved wastewater meter. Such meter will be calibrated by the City annually by a certified calibration professional approved by the Town.
10. **Applicable Law.** The terms and provisions of this Agreement shall be governed by the law of Florida.
11. **Compliance with the Law.** The Town and the City will comply with all applicable laws, rules, regulations and ordinances that shall apply to the conduct of the Parties, treatment of wastewater, manning of facilities, regulatory reports, measurement, testing, qualifications of operating personnel., and all other such laws and regulations which may be applicable to the performance of the Parties pursuant to this Agreement.
12. **Cooperation.** The Parties will each cooperate with the other in providing such documents, analyses, test reports, studies and all things reasonably necessary for harmonious and successful compliance with the terms of this Agreement.
13. **Copies.** This Agreement shall be executed in three (3) copies, each of which shall be an original. One copy shall be provided to the City, one copy shall be provided to the Town, and other copy shall be provided to the Florida Department of Environmental Protection.

14. **Force Majeure.** Throughout the period of time when performance of any provision of this Agreement shall be prevented by occurrences or events wholly outside the control of the Party failing to perform as a result of such occurrence or event (“force majeure”), then such Party shall be excused from performance under the terms of this Agreement, for only that period of time such performance is prevented by force majeure, and during the time which the defaulting Party has made diligent effort to cure such default. With the exception of involuntary bankruptcy, this provision excusing performance during force majeure shall not apply to the payment of rates as specified by this Agreement.

15. **Notices.** All Notices required or authorized under this Agreement shall be given in writing and shall be served by mail or hand-delivery on the Parties at the addresses listed below:

Town:	Town of Lady Lake Town Manager 409 Fennell Blvd Lady Lake, FL 32159
-------	--

City of Fruitland Park	City of Fruitland Park City Manager 506 West Berckman Street Fruitland Park, FL 34731
------------------------	--

16. **Disclaimer of Third-Party Beneficiaries.** This agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason thereof, to or for the benefit of any third party not a formal Party hereto.

17. **Costs and Attorney’s Fees.** In the event that the City or the Town is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing Party shall be entitled to recover from the other Party all costs incurred, including reasonable attorney’s fees in such actions, including appeals.

18. **Effect of Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

19. **Severability.** If any part of this Agreement is found invalid or unenforceable by a court or administrative agency, or by reason of changes in State or Federal laws or regulations, such invalidity or unenforceability shall not affect the other parts of this Agreement, the rights and obligations of the Parties contained herein not materially prejudiced, and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared to be severable.

20. **Termination Without Cause.** The Town or City may terminate this Agreement without cause by providing 30 months written notice to the non-terminating party.

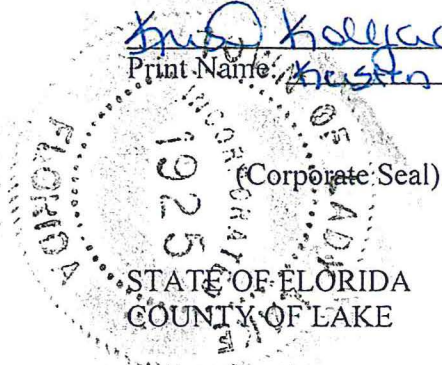
THIS WRITTEN AGREEMENT constitutes the entire agreement between the Parties, and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each Party on the date first written above. Modifications to and waiver of the provisions herein shall be made in writing by the Parties hereto.

ATTEST:

TOWN OF LADY LAKE


Kristin Kollycard
Print Name: Kristin Kollycard

By: Ruth Kussard
Ruth Kussard, Mayor



The foregoing instrument was acknowledged before me this 7th day of NOVEMBER, 2016, by Ruth Kussard, the Mayor of the Town of Lady Lake.

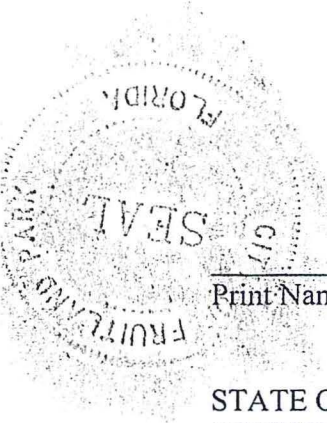
Nancy V. Slaton
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print name of Notary Public) NANCY V. SLATON
My Commission Expires: June 8, 2019


Serial/Commission Number _____
Personally Know X or Produced Identification _____
Type of Identification Produced: _____

ATTEST:

CITY OF FRUITLAND PARK, FLORIDA



[Signature]
Print Name: Esther Coulson, City Clerk

By [Signature]
Chris Bell, Mayor

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 13th day of October, 2016, by Chris Bell, the Mayor of the City of Fruitland Park.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Esther B. Lewin-Coulson
(Print name of Notary Public)
My Commission Expires: June 21, 2019
FF 242424

Serial/Commission Number _____
Personally Know or Produced Identification _____
Type of Identification Produced: _____

[Signature]
CERTIFY TRUE COPY
BY CITY CLERK
DATE 10/11/16

ATTACHMENT "A"

Fruitland Park Wastewater Interconnection Service Fees

Flow Rate(gpd) ¹	Operational Costs	Usage Charge	Base Facilities	Base Res Fee	Total Monthly Fee**
100,000	\$10,573.33	\$355.00	\$5,400.00	\$2,700.00	\$19,028.33
110,000	\$11,630.67	\$390.50	\$5,940.00	\$2,970.00	\$20,931.17
120,000	\$12,688.00	\$426.00	\$6,480.00	\$3,240.00	\$22,834.00
130,000	\$13,745.33	\$461.50	\$7,020.00	\$3,510.00	\$24,736.83
140,000	\$14,802.67	\$497.00	\$7,560.00	\$3,780.00	\$26,639.67
150,000	\$15,860.00	\$532.50	\$8,100.00	\$4,050.00	\$28,542.50
160,000	\$16,917.33	\$568.00	\$8,640.00	\$4,320.00	\$30,445.33
170,000	\$17,974.67	\$603.50	\$9,180.00	\$4,590.00	\$32,348.17
180,000	\$19,032.00	\$639.00	\$9,720.00	\$4,860.00	\$34,251.00
190,000	\$20,089.33	\$674.50	\$10,260.00	\$5,130.00	\$36,153.83
200,000	\$21,146.67	\$710.00	\$10,800.00	\$5,400.00	\$38,056.67
210,000	\$22,204.00	\$745.50	\$11,340.00	\$5,670.00	\$39,959.50
220,000	\$23,261.33	\$781.00	\$11,880.00	\$5,940.00	\$41,862.33
230,000	\$24,318.67	\$816.50	\$12,420.00	\$6,210.00	\$43,765.17
240,000	\$25,376.00	\$852.00	\$12,960.00	\$6,480.00	\$45,668.00
250,000	\$26,433.33	\$887.50	\$13,500.00	\$6,750.00	\$47,570.83
260,000	\$27,490.67	\$923.00	\$14,040.00	\$7,020.00	\$49,473.67
270,000	\$28,548.00	\$958.50	\$14,580.00	\$7,290.00	\$51,376.50
280,000	\$29,605.33	\$994.00	\$15,120.00	\$7,560.00	\$53,279.33
290,000	\$30,662.67	\$1,029.50	\$15,660.00	\$7,830.00	\$55,182.17
300,000	\$31,720.00	\$1,065.00	\$16,200.00	\$8,100.00	\$57,085.00
310,000	\$32,777.33	\$1,100.50	\$16,740.00	\$8,370.00	\$58,987.83
320,000	\$33,834.67	\$1,136.00	\$17,280.00	\$8,640.00	\$60,890.67
330,000	\$34,892.00	\$1,171.50	\$17,820.00	\$8,910.00	\$62,793.50
340,000	\$35,949.33	\$1,207.00	\$18,360.00	\$9,180.00	\$64,696.33
350,000	\$37,006.67	\$1,242.50	\$18,900.00	\$9,450.00	\$66,599.17
360,000	\$38,064.00	\$1,278.00	\$19,440.00	\$9,720.00	\$68,502.00
370,000	\$39,121.33	\$1,313.50	\$19,980.00	\$9,990.00	\$70,404.83
380,000	\$40,178.67	\$1,349.00	\$20,520.00	\$10,260.00	\$72,307.67
390,000	\$41,236.00	\$1,384.50	\$21,060.00	\$10,530.00	\$74,210.50
400,000	\$42,293.33	\$1,420.00	\$21,600.00	\$10,800.00	\$76,113.33
410,000	\$43,350.67	\$1,455.50	\$22,140.00	\$11,070.00	\$78,016.17
420,000	\$44,408.00	\$1,491.00	\$22,680.00	\$11,340.00	\$79,919.00
430,000	\$45,465.33	\$1,526.50	\$23,220.00	\$11,610.00	\$81,821.83
440,000	\$46,522.67	\$1,562.00	\$23,760.00	\$11,880.00	\$83,724.67

450,000	\$47,580.00	\$1,597.50	\$24,300.00	\$12,150.00	\$85,627.50
460,000	\$48,637.33	\$1,633.00	\$24,840.00	\$12,420.00	\$87,530.33
470,000	\$49,694.67	\$1,668.50	\$25,380.00	\$12,690.00	\$89,433.17
480,000	\$50,752.00	\$1,704.00	\$25,920.00	\$12,960.00	\$91,336.00
490,000	\$51,809.33	\$1,739.50	\$26,460.00	\$13,230.00	\$93,238.83
500,000	\$52,866.67	\$1,775.00	\$27,000.00	\$13,500.00	\$95,141.67
510,000	\$53,924.00	\$1,810.50	\$27,540.00	\$13,770.00	\$97,044.50
520,000	\$54,981.33	\$1,846.00	\$28,080.00	\$14,040.00	\$98,947.33
530,000	\$56,038.67	\$1,881.50	\$28,620.00	\$14,310.00	\$100,850.17
540,000	\$57,096.00	\$1,917.00	\$29,160.00	\$14,580.00	\$102,753.00
550,000	\$58,153.33	\$1,952.50	\$29,700.00	\$14,850.00	\$104,655.83
560,000	\$59,210.67	\$1,988.00	\$30,240.00	\$15,120.00	\$106,558.67
570,000	\$60,268.00	\$2,023.50	\$30,780.00	\$15,390.00	\$108,461.50
580,000	\$61,325.33	\$2,059.00	\$31,320.00	\$15,660.00	\$110,364.33
590,000	\$62,382.67	\$2,094.50	\$31,860.00	\$15,930.00	\$112,267.17
600,000	\$63,440.00	\$2,130.00	\$32,400.00	\$16,200.00	\$114,170.00

Operational Costs*

Flow Rate	ERU's(per 250 gpd)	Term(Months)	ERU Rate	Monthly Fee
100,000	400	120	\$3,172	\$10,573.33
110,000	440	120	\$3,172	\$11,630.67
120,000	480	120	\$3,172	\$12,688.00
130,000	520	120	\$3,172	\$13,745.33
140,000	560	120	\$3,172	\$14,802.67
150,000	600	120	\$3,172	\$15,860.00
160,000	640	120	\$3,172	\$16,917.33
170,000	680	120	\$3,172	\$17,974.67
180,000	720	120	\$3,172	\$19,032.00
190,000	760	120	\$3,172	\$20,089.33
200,000	800	120	\$3,172	\$21,146.67
210,000	840	120	\$3,172	\$22,204.00
220,000	880	120	\$3,172	\$23,261.33
230,000	920	120	\$3,172	\$24,318.67
240,000	960	120	\$3,172	\$25,376.00
250,000	1000	120	\$3,172	\$26,433.33
260,000	1040	120	\$3,172	\$27,490.67
270,000	1080	120	\$3,172	\$28,548.00
280,000	1120	120	\$3,172	\$29,605.33
290,000	1160	120	\$3,172	\$30,662.67

300,000	1200	120	\$3,172	\$31,720.00
310,000	1240	120	\$3,172	\$32,777.33
320,000	1280	120	\$3,172	\$33,834.67
330,000	1320	120	\$3,172	\$34,892.00
340,000	1360	120	\$3,172	\$35,949.33
350,000	1400	120	\$3,172	\$37,006.67
360,000	1440	120	\$3,172	\$38,064.00
370,000	1480	120	\$3,172	\$39,121.33
380,000	1520	120	\$3,172	\$40,178.67
390,000	1560	120	\$3,172	\$41,236.00
400,000	1600	120	\$3,172	\$42,293.33
410,000	1640	120	\$3,172	\$43,350.67
420,000	1680	120	\$3,172	\$44,408.00
430,000	1720	120	\$3,172	\$45,465.33
440,000	1760	120	\$3,172	\$46,522.67
450,000	1800	120	\$3,172	\$47,580.00
460,000	1840	120	\$3,172	\$48,637.33
470,000	1880	120	\$3,172	\$49,694.67
480,000	1920	120	\$3,172	\$50,752.00
490,000	1960	120	\$3,172	\$51,809.33
500,000	2000	120	\$3,172	\$52,866.67
510,000	2040	120	\$3,172	\$53,924.00
520,000	2080	120	\$3,172	\$54,981.33
530,000	2120	120	\$3,172	\$56,038.67
540,000	2160	120	\$3,172	\$57,096.00
550,000	2200	120	\$3,172	\$58,153.33
560,000	2240	120	\$3,172	\$59,210.67
570,000	2280	120	\$3,172	\$60,268.00
580,000	2320	120	\$3,172	\$61,325.33
590,000	2360	120	\$3,172	\$62,382.67
600,000	2400	120	\$3,172	\$63,440.00

Usage Charge**

Flow Rate	ERU's(per 250 gpd)	Fee per 1000 gals	Monthly Fee
100,000	400	\$3.55	\$355.00
110,000	440	\$3.55	\$390.50
120,000	480	\$3.55	\$426.00
130,000	520	\$3.55	\$461.50
140,000	560	\$3.55	\$497.00
150,000	600	\$3.55	\$532.50

160,000	640	\$3.55	\$568.00
170,000	680	\$3.55	\$603.50
180,000	720	\$3.55	\$639.00
190,000	760	\$3.55	\$674.50
200,000	800	\$3.55	\$710.00
210,000	840	\$3.55	\$745.50
220,000	880	\$3.55	\$781.00
230,000	920	\$3.55	\$816.50
240,000	960	\$3.55	\$852.00
250,000	1000	\$3.55	\$887.50
260,000	1040	\$3.55	\$923.00
270,000	1080	\$3.55	\$958.50
280,000	1120	\$3.55	\$994.00
290,000	1160	\$3.55	\$1,029.50
300,000	1200	\$3.55	\$1,065.00
310,000	1240	\$3.55	\$1,100.50
320,000	1280	\$3.55	\$1,136.00
330,000	1320	\$3.55	\$1,171.50
340,000	1360	\$3.55	\$1,207.00
350,000	1400	\$3.55	\$1,242.50
360,000	1440	\$3.55	\$1,278.00
370,000	1480	\$3.55	\$1,313.50
380,000	1520	\$3.55	\$1,349.00
390,000	1560	\$3.55	\$1,384.50
400,000	1600	\$3.55	\$1,420.00
410,000	1640	\$3.55	\$1,455.50
420,000	1680	\$3.55	\$1,491.00
430,000	1720	\$3.55	\$1,526.50
440,000	1760	\$3.55	\$1,562.00
450,000	1800	\$3.55	\$1,597.50
460,000	1840	\$3.55	\$1,633.00
470,000	1880	\$3.55	\$1,668.50
480,000	1920	\$3.55	\$1,704.00
490,000	1960	\$3.55	\$1,739.50
500,000	2000	\$3.55	\$1,775.00
510,000	2040	\$3.55	\$1,810.50
520,000	2080	\$3.55	\$1,846.00
530,000	2120	\$3.55	\$1,881.50
540,000	2160	\$3.55	\$1,917.00
550,000	2200	\$3.55	\$1,952.50
560,000	2240	\$3.55	\$1,988.00

570,000	2280	\$3.55	\$2,023.50
580,000	2320	\$3.55	\$2,059.00
590,000	2360	\$3.55	\$2,094.50
600,000	2400	\$3.55	\$2,130.00

Base Facilities Fee*

Flow Rate	ERU's(per 250 gpd)	Fee per ERU	Monthly Fee
100,000	400	\$13.50	\$5,400.00
110,000	440	\$13.50	\$5,940.00
120,000	480	\$13.50	\$6,480.00
130,000	520	\$13.50	\$7,020.00
140,000	560	\$13.50	\$7,560.00
150,000	600	\$13.50	\$8,100.00
160,000	640	\$13.50	\$8,640.00
170,000	680	\$13.50	\$9,180.00
180,000	720	\$13.50	\$9,720.00
190,000	760	\$13.50	\$10,260.00
200,000	800	\$13.50	\$10,800.00
210,000	840	\$13.50	\$11,340.00
220,000	880	\$13.50	\$11,880.00
230,000	920	\$13.50	\$12,420.00
240,000	960	\$13.50	\$12,960.00
250,000	1000	\$13.50	\$13,500.00
260,000	1040	\$13.50	\$14,040.00
270,000	1080	\$13.50	\$14,580.00
280,000	1120	\$13.50	\$15,120.00
290,000	1160	\$13.50	\$15,660.00
300,000	1200	\$13.50	\$16,200.00
310,000	1240	\$13.50	\$16,740.00
320,000	1280	\$13.50	\$17,280.00
330,000	1320	\$13.50	\$17,820.00
340,000	1360	\$13.50	\$18,360.00
350,000	1400	\$13.50	\$18,900.00
360,000	1440	\$13.50	\$19,440.00
370,000	1480	\$13.50	\$19,980.00
380,000	1520	\$13.50	\$20,520.00
390,000	1560	\$13.50	\$21,060.00
400,000	1600	\$13.50	\$21,600.00
410,000	1640	\$13.50	\$22,140.00
420,000	1680	\$13.50	\$22,680.00

430,000	1720	\$13.50	\$23,220.00
440,000	1760	\$13.50	\$23,760.00
450,000	1800	\$13.50	\$24,300.00
460,000	1840	\$13.50	\$24,840.00
470,000	1880	\$13.50	\$25,380.00
480,000	1920	\$13.50	\$25,920.00
490,000	1960	\$13.50	\$26,460.00
500,000	2000	\$13.50	\$27,000.00
510,000	2040	\$13.50	\$27,540.00
520,000	2080	\$13.50	\$28,080.00
530,000	2120	\$13.50	\$28,620.00
540,000	2160	\$13.50	\$29,160.00
550,000	2200	\$13.50	\$29,700.00
560,000	2240	\$13.50	\$30,240.00
570,000	2280	\$13.50	\$30,780.00
580,000	2320	\$13.50	\$31,320.00
590,000	2360	\$13.50	\$31,860.00
600,000	2400	\$13.50	\$32,400.00

Base Facilities Res *

Flow Rate	ERU's(per 250 gpd)	Fee per ERU	Monthly Fee
100,000	400	\$6.75	\$2,700.00
110,000	440	\$6.75	\$2,970.00
120,000	480	\$6.75	\$3,240.00
130,000	520	\$6.75	\$3,510.00
140,000	560	\$6.75	\$3,780.00
150,000	600	\$6.75	\$4,050.00
160,000	640	\$6.75	\$4,320.00
170,000	680	\$6.75	\$4,590.00
180,000	720	\$6.75	\$4,860.00
190,000	760	\$6.75	\$5,130.00
200,000	800	\$6.75	\$5,400.00
210,000	840	\$6.75	\$5,670.00
220,000	880	\$6.75	\$5,940.00
230,000	920	\$6.75	\$6,210.00
240,000	960	\$6.75	\$6,480.00
250,000	1000	\$6.75	\$6,750.00
260,000	1040	\$6.75	\$7,020.00
270,000	1080	\$6.75	\$7,290.00
280,000	1120	\$6.75	\$7,560.00

290,000	1160	\$6.75	\$7,830.00
300,000	1200	\$6.75	\$8,100.00
310,000	1240	\$6.75	\$8,370.00
320,000	1280	\$6.75	\$8,640.00
330,000	1320	\$6.75	\$8,910.00
340,000	1360	\$6.75	\$9,180.00
350,000	1400	\$6.75	\$9,450.00
360,000	1440	\$6.75	\$9,720.00
370,000	1480	\$6.75	\$9,990.00
380,000	1520	\$6.75	\$10,260.00
390,000	1560	\$6.75	\$10,530.00
400,000	1600	\$6.75	\$10,800.00
410,000	1640	\$6.75	\$11,070.00
420,000	1680	\$6.75	\$11,340.00
430,000	1720	\$6.75	\$11,610.00
440,000	1760	\$6.75	\$11,880.00
450,000	1800	\$6.75	\$12,150.00
460,000	1840	\$6.75	\$12,420.00
470,000	1880	\$6.75	\$12,690.00
480,000	1920	\$6.75	\$12,960.00
490,000	1960	\$6.75	\$13,230.00
500,000	2000	\$6.75	\$13,500.00
510,000	2040	\$6.75	\$13,770.00
520,000	2080	\$6.75	\$14,040.00
530,000	2120	\$6.75	\$14,310.00
540,000	2160	\$6.75	\$14,580.00
550,000	2200	\$6.75	\$14,850.00
560,000	2240	\$6.75	\$15,120.00
570,000	2280	\$6.75	\$15,390.00
580,000	2320	\$6.75	\$15,660.00
590,000	2360	\$6.75	\$15,930.00
600,000	2400	\$6.75	\$16,200.00

¹ - Tiered Rate, charges up to flow rate shown, adjusted charges to next tier when flow rate is exceeded

* - Based on current fiscal year approved rates

** - Estimated at maximum tiered rates, actually metered usage will be billed monthly

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

ITEM TITLE: CITY MANAGER'S REPORT
For the Meeting of: April 28, 2022
Submitted by: City Manager
Date Submitted: April 14, 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: 7b

ITEM TITLE: CITY ATTORNEY REPORT
For the Meeting of: April 28, 2022
Submitted by: City Attorney
Date Submitted: April 22, 2022
Funds Required: None
Attachments: None
Item Description: City Attorney Report

City of Fruitland Park v. State of Florida – Department of Management Services: On February 16, 2022 the City provided wages and FRS calculations to Attorney Thomas. 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 December 9, 2021 Plaintiff filed an Amended Complaint. Pre-trial conference is scheduled for April 3, 2023 and trial on April 17, 2023. Mediation is to occur no later than January 3, 2023.

Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026 (Judge Davis): The Court granted Plaintiff’s Motion for Summary Judgment and entered a final judgment in the amount of \$249,508.50, and scheduled a foreclosure sale at 11:00 AM on April 26, 2022. On April 20, 2022 Plaintiff filed a Notice of Cancellation of Foreclosure Sale with the Clerk of Court, therefore the sale has been cancelled. We anticipate a revised final judgment will be entered followed by a new sale date.

Action to be Taken: N/A
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: 9**

ITEM TITLE:	Public Comments
For the Meeting of:	April 28, 2022
Submitted by:	City Clerk
Date Submitted:	April 14, 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 Local Planning Agency 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

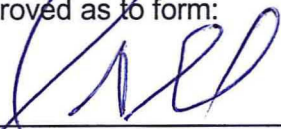
ATTEST:


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:

The 2020 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

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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