

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

May 12, 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 – Commander Larry Miller, John Gella Memorial Unit 219
American Legion

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. RECESS TO THE COMMUNITY REDEVELOPMENT AGENCY

On or before 6:15 p.m., recess to the Community Redevelopment Agency
meeting.

4. CONSENT AGENDA

**Resolution 2022-020 Urick Street Force Main Extension Project
Contract – Cathcart Construction Company** (city attorney/city
manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA, APPROVING THE
COMPETITIVE BID FROM CATHCART CONSTRUCTION
COMPANY FLORIDA LLC, OVIEDO IN THE AMOUNT OF
\$2,608,685.00; APPROVING EJCDC STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR ON
THE BASIS OF A STIPULATED PRICE FOR CONSTRUCTION
OF URICK STREET FORCE MAIN; AUTHORIZING THE
MAYOR TO EXECUTE THE CONTRACT; PROVIDING FOR AN
EFFECTIVE DATE.

5. REGULAR AGENDA

(a) Northwest Lake Community Park Bids (city manager/parks and
recreation director)

Motion to approve staff's recommendation on one of the following
base bids (piggyback off Lake County's contract #22-908B) for
Northwest Lake Community Park at the intersection of Shiloh Street
and CR 25 (Dixie Avenue):

- Leesburg Concrete Company Inc.- \$164,871.00 and
- Public Restroom Company- \$185,633.00

- (b) **Resolution 2022-018 Northwest 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 \$164,871.00 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. (Postponed from the April 28, 2022 regular meeting.)

PUBLIC HEARING

- (c) **Second 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 first reading was held on April 28, 2022.)

- (d) **Second Reading and Public Hearing – Ordinance 2022-011 Boundary Amendment (Annexation) – North of Myrtle Avenue and West of CR 468 - 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, 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 first reading was held on April 28, 2022.)

QUASI-JUDICIAL PUBLIC HEARING

- (e) **Second 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 first reading was held on April 28, 2022.)

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

6. (a) **City Manager**
- i. **Economic Development Status Update**
 - ii. **ATM Proposal – City Hall**
 - iii. **Mirror Lake Nutrient Separation Baffle Box Construction Stormwater Grant Program Agreement Amendment –Lake County Water Authority**
 - iv. **FY 2022/23 Proposed Budget Workshop Discussion**

(b) City Attorney

- i. City of Fruitland Park v. State of Florida Department of Management Services**
- ii. Michael and Laurie Fewless v. City of Fruitland Park**
- iii. Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026**

7. UNFINISHED BUSINESS

8. PUBLIC COMMENTS

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

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

9. COMMISSIONERS' COMMENTS

- (a) Commissioner Mobilian**
- (b) Commissioner DeGrave**
- (c) Commissioner Bell**
- (d) Vice Mayor Gunter, Jr.**

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

- 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.

- May 26 and 27, 2022, AARP Safe Drivers' Two-Day Course at 10:00 a.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: Community Redevelopment Agency (CRA)
Meeting

MEETING DATE: Thursday, May 12, 2022

DATE SUBMITTED: Monday, May 9, 2022

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: CRA Establishment Ordinance 95-001, Resolution 2019-050, §163.362, §163.386, §163.387 and Chapter 189, Florida Statutes.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance and resolution (CRA establishment)

RECOMMENDATION: On or before 6:15 p.m., recess to the Community Redevelopment Agency meeting.

ACTION: None

ORDINANCE NO. 95-001

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR THE DESIGNATION OF THE COMMUNITY REDEVELOPMENT TRUST FUND AS THE RECIPIENT OF FUNDS PURSUANT TO SECTION 163.387, FLORIDA STATUTES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park has, by resolution, established a finding of blight; and,

WHEREAS, the City Commission desires to provide for the removal of such blighted areas and redevelop such areas, pursuant to the Community Redevelopment Act of 1969, hereafter referred to as the "CRA", as contained in Florida Statutes, Chapter 163, Part III; and,

WHEREAS, the City Commission has, by resolution, approved a Community Redevelopment Plan for the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, as follows:

SECTION 1. There is hereby established and created, in accordance with the provisions of Section 163.387, Florida Statutes, a Community Redevelopment Trust Fund, hereafter referred to as "the Fund".

SECTION 2. The monies allocated to and deposited into the Fund are hereby appropriated to the City of Fruitland Park Community Redevelopment Agency, hereafter referred to as "the Agency", to finance projects within the Community Redevelopment Project Area, hereafter referred to as "the Project". The Agency shall utilize the monies and the revenue paid into and earned by the Fund for all and every community development purpose delegated to it by the established Community Redevelopment Plan, hereafter referred to as "the Plan", and as further provided by law. The Fund is to exist for the duration of the Project programs or until legally terminated by ordinance. The monies shall be held by the City for and on behalf of the Agency and distributed to the Agency in accordance with a subsequent agreement to be established between the City and the Agency.

SECTION 3. There shall be paid into the Fund each year by all taxing authorities within the Project Area, except those authorities excluded by state law, the incremental increase in ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied by the referenced taxing authorities in the base year, as established in Section 5 below.

SECTION 4. The tax roll used in connection with the taxation of such property for the base year shall be the Tax Roll of 1994 in Lake County. All deposits into the Fund shall begin with the incremental increases in ad valorem tax revenues received subsequent to November 1, 1995.

SECTION 5. The tax increment shall be determined and appropriated annually in an amount equal to the difference between:

a. the amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

b. the amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any amount from any debt service millage, upon the total of the assessed value of the taxable real property in the Community Redevelopment Area, as shown upon the 1994 assessment roll used in connection with the taxation of such property by each taxing authority. If any conflict occurs between the provisions of this Ordinance and the provisions of Chapter 163, Part III, Florida Statutes, concerning tax increment financing, the statutory provisions shall control and apply to this Ordinance.

SECTION 6. Each taxing authority will annually appropriate to the Fund the aforestated sum at the beginning of their fiscal year. Payment of the sum shall be in accordance with state law.

SECTION 7. The Agency, with the approval of the City Commission, is directed to establish the Fund and to develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the Agency may, expeditiously and without undue delay, utilize the monies received for their allocated statutory purpose.

SECTION 8. The Agency shall accept full responsibility for the receipt, custody, disbursement, accountability, management and proper application of all monies paid into the fund subject to the provisions of Section 2 of this Ordinance.

SECTION 9. Any and all ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

SECTION 10. If any part of this Ordinance is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remainder, which shall remain in full force and effect.

SECTION 11. This ordinance shall take effect immediately upon its final adoption.

PASSED AND ORDAINED this 16th day of March, 1995, by the City Commission of the City of Fruitland Park, Florida.

William R. White
William R. White, Mayor
City of Fruitland Park

Attest:

Linda S. Rodrick
Linda S. Rodrick, City Clerk
City of Fruitland Park

First Reading: March 2, 1995

Second Reading: March 16, 1995

Approved as to form:

Gary J. Cooney
Gary J. Cooney
City Attorney

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Select Year:

The 2017 Florida Statutes

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

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.356 **Creation of community redevelopment agency.—**

(1) Upon a finding of necessity as set forth in s. [163.355](#), and upon a further finding that there is a need for a community redevelopment agency to function in the county or municipality to carry out the community redevelopment purposes of this part, any county or municipality may create a public body corporate and politic to be known as a “community redevelopment agency.” A charter county having a population less than or equal to 1.6 million may create, by a vote of at least a majority plus one of the entire governing body of the charter county, more than one community redevelopment agency. Each such agency shall be constituted as a public instrumentality, and the exercise by a community redevelopment agency of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Community redevelopment agencies of a county have the power to function within the corporate limits of a municipality only as, if, and when the governing body of the municipality has by resolution concurred in the community redevelopment plan or plans proposed by the governing body of the county.

(2) When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency, which shall consist of not fewer than five or more than nine commissioners. The terms of office of the commissioners shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority’s governing body, whose membership on the board of commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

(3)(a) A commissioner shall receive no compensation for services, but is entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties. Each commissioner shall hold office until his or her successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the county or municipality, and such certificate is conclusive evidence of the due and proper appointment of such commissioner.

(b) The powers of a community redevelopment agency shall be exercised by the commissioners thereof. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and

employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff. An agency authorized to transact business and exercise powers under this part shall file with the governing body, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

(d) At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and implementation of community policing innovations.

(4) The governing body may remove a commissioner for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she has been given a copy of the charges at least 10 days prior to such hearing and has had an opportunity to be heard in person or by counsel.

History.—s. 2, ch. 77-391; s. 1, ch. 83-231; s. 6, ch. 84-356; s. 903, ch. 95-147; s. 4, ch. 98-314; s. 41, ch. 2001-266; s. 4, ch. 2002-294; s. 2, ch. 2006-307.

RESOLUTION 2019-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY AND TRUST FUND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency was established and the initial CRA plan was adopted by the City Commission of the City of Fruitland Park on March 16, 1995; and

WHEREAS, consistent with s. 163.362, Florida Statutes, the initial CRA plan provides a 30 year term to complete all redevelopment financed by increment revenues; therefore, completion of all redevelopment must occur by the end of the fiscal year 2025, unless the continued existence is approved by a majority vote of the members of the governing body; and

WHEREAS, because the CRA was created before July 1, 2002, the City Commission may extend the CRA for an additional 30 years, for a total of 60 years; and

WHEREAS, the City Commission, at a duly noticed public hearing, in accordance with Sec. 163.361, Florida Statutes, has considered the purpose of the Community Redevelopment Agency, its accomplishments and finds that it is in the best interests of the City of Fruitland Park and its residents and businesses to provide for its continued existence for an additional 30 year period.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Community Redevelopment Agency and Trust Fund established March 16, 1995, shall continue in existence for a total of 60 years, thereby having a termination date of September 30, 2055.

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

PASSED AND RESOLVED this 19th day of September 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

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



CHRIS CHESHIRE, MAYOR

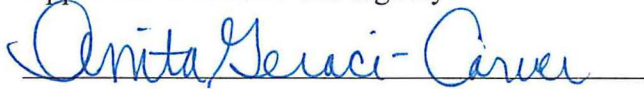
ATTEST:



ESTHER COULSON, CITY CLERK

Mayor Cheshire	<u>/</u>	(Yes),	___	(No),	___	(Abstained),	___	(Absent)
Vice Mayor Gunter	<u>/</u>	(Yes),	___	(No),	___	(Abstained),	___	(Absent)
Commissioner Bell	<u>/</u>	(Yes),	___	(No),	___	(Abstained),	___	(Absent)
Commissioner DeGrave	<u>/</u>	(Yes),	___	(No),	___	(Abstained),	___	(Absent)
Commissioner Mobilian	___	(Yes),	___	(No),	___	(Abstained),	<u>/</u>	(Absent)

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Resolution 2022-020 Urick Street Force Main Extension Project Contract – Cathcart Construction Company

MEETING DATE: Thursday, May 12, 2022

DATE SUBMITTED: Monday, May 9, 2022

SUBMITTED BY: City Manager/City Attorney

BRIEF NARRATIVE: 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.

The city commission awarded Invitation to Bid 2021-04 at its April 28, 2022 meeting to Cathcart Construction Company Florida LLC as the sole source, low responsive and responsible bidder for \$2,608,685. Resolution approves the bid response and the contract with Cathcart Construction.

FUNDS REQUIRED: 40301-38401 \$2,608.685 State Revolving Fund Loan

ATTACHMENTS: proposed resolution and contract

RECOMMENDATION: Approval

ACTION: Approve the consent agenda

RESOLUTION 2022-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE COMPETITIVE BID FROM CATHCART CONSTRUCTION COMPANY FLORIDA LLC, OVIEDO IN THE AMOUNT OF \$2,608,685.00; APPROVING EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE FOR CONSTRUCTION OF URICK STREET FORCE MAIN; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park issued ITB 2021-04 Urick Street Force Main and Cathcart Construction Company Florida LLC, Oviedo submitted a bid response; and

WHEREAS, the City of Fruitland desires to approve the bid response and entered into a contract with Cathcart Construction Company Florida LLC, Oviedo; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the city to accept the bid.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Cathcart Construction Company Florida LLC, Oviedo bid in the amount of \$2,608,685.00, **a copy of which is on file with the city clerk**, is approved.

Section 2. The EJCDC Standard Form of Agreement between owner and contractor on the Basis of a Stipulated Price between the City of Fruitland Park and Cathcart Construction Company Florida LLC, Oviedo, in the amount of \$2,608,685.00 **a copy of which is attached**, is approved.

Section 3. The commission authorizes the mayor to execute the Agreement.

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

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

THIS AGREEMENT is dated as of the 9th day of May in the year 2022 by and between The City of Fruitland Park (hereinafter called OWNER) and Cathcart Construction Company Florida LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The project generally involves the construction of water treatment upgrades for the City of Fruitland Park.

Article 2. ENGINEER.

Engineer: **BESH Halff, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778**

ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

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

Substantial Completion - 150 calendar days after the issuance of the Notice to Proceed.

Final Completion - 30 calendar days after the substantial completion date for a total contract time of 180 days.

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day

that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

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

TOTAL OF ALL UNIT PRICES:

Two Million, Six Hundred and Eight Thousand, Six Hundred and Eighty Five (use words)
\$ 2,608,685 (dollars).

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

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statue 218.735 covering timely payment for purchases of constructions services.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).
90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).
 - 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13

Article 6. INTEREST.

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

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at/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 Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract

Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (pages 1 to 5, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to _____, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 68, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title City of Fruitland Park, Urick Street Force Main Extension and consisting of 15 Divisions, as listed in table of contents thereof.
- 8.8 Drawings consisting of 17 sheets with each sheet bearing the following general title: City of Fruitland Park, Urick Street Force Main Extension
- 8.9 Addenda numbers 1 to 2, inclusive.
- 8.10 CONTRACTOR's Bid (pages 00300, 1-8, inclusive)
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to _____, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

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

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

Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

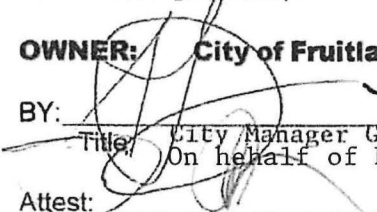
- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 OTHER PROVISIONS. All electronic files, audio and/or video recordings, and all papers Pertaining to any activity performed by the provider for or on behalf of the City shall be the property of the City and will be turned over to the City upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

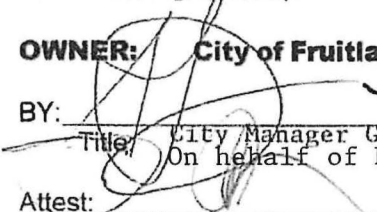
IF THE CONTRACTOR (CONSULTANT) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONSULTANT'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, EMAIL TO ecoulson@fruitlandpark.org, 506 West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

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

This Agreement will be effective on May 9, 2022 (which is the Effective Date of the Agreement).

OWNER: City of Fruitland Park

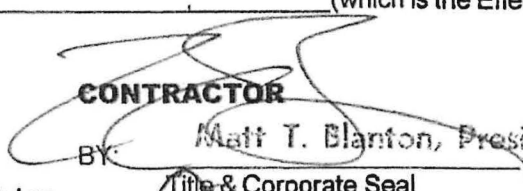
BY: 
Title: City Manager Gary La Venia
On behalf of Mayor Chris Cheshire

Attest: 
City Clerk Esther B. Coulson

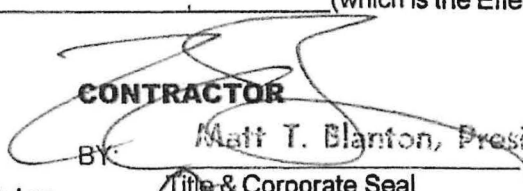
Address for giving notices:

City of Fruitland Park
506 West Berckman Street
Fruitland Park, Florida 34731

CONTRACTOR

BY: 
Matt T. Blanton, President

Title: & Corporate Seal

Attest: 
John Carlucci
SEC.

Address for giving notices:

Callcraft Construction Company-Florida, LLC
1056 Willa Springs Drive
Winter Springs, FL 32708

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1; and
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
- 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

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

ITEM TITLE: Northwest Lake Community Park Restroom Facility

MEETING DATE: Thursday, May 12 2022

DATE SUBMITTED: Tuesday, May 3, 2022

BRIEF NARRATIVE: The City of Fruitland Park is utilizing the ability to piggyback off Lake County's contract #22-908B (which has been reviewed and approved by the city attorney) for pre-cast structures has solicited and subsequently received two (2) bids for the construction and placement of pre-cast concrete bathroom facilities which will be situated on the Northwest Lake Community Park's recreational area which is located at the intersection of Shiloh Street and CR 25 (Dixie Avenue). The following base bids:

- Leesburg Concrete Company Inc.– \$164,871.00 and
- Public Restroom Company- \$185,633.00

Note: Additional funds are requested as the city will facilitate the installation of water and sewer lines utilizing the public works department staff.

ITEM DESCRIPTION: Pre-cast concrete bathroom and storage room for Northwest Lake Community Park. It should be noted that the bid tendered by Leesburg Concrete includes the construction of a 6' by 17'6' storage room. The Public Restroom Company's bid is for bathrooms only.

FUNDS REQUIRED: \$185,000.00

- o \$150,000.00 Account # 0157400-60632, Northwest Lake Community Park Soccer Field grant funds from Lake County Board of County Commissioners for the Northwest Lake Community Park project
- o \$35,000.00 Account #20511-60632, Northwest Lake Community Park Soccer Field Community Redevelopment Agency funds for sewer and water lines and other ancillary work as needed for installation.

ATTACHMENTS: Executed county RFP #22-908B contract for Pre-Cast Structures, Contract between Lake County and Leesburg Concrete Company; Leesburg Concrete – Base Bid \$164,871.00; Public Restroom Company \$185,633.00; renderings of dimensions, building, and proposed structure location, and photographs

RECOMMENDATION: Based on the information and detail presented on the Agenda Summary Sheet and a review of the bids and products it is recommended the bid be awarded to Leesburg Concrete.

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 ($\$21.30 \div \$179.20 = .1189$) 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 on 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.

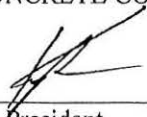
64. Scope of Contract. This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding

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

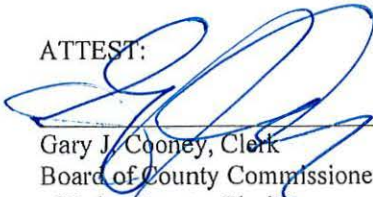


Kirkland Rouse, President
License No. CBC1254153

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

**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.

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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.



Easi-Set Precast Building Proposal DIV 3

DATE: 3/3/2022

PROPOSAL NO: KT-2021-134

Proposed Agreement Submitted To:

Michelle Yoder
Parks and Rec Director
506 West Berckman Street
Fruitland Park, FL 34731
561-804-7035
myoder@fruitlandpark.org

Project Reference:

NW Lake Park
Fruitland Park, FL

QTY DESCRIPTION

1 Sierra WET 2-USER PRECAST CONCRETE RESTROOM WITH STORAGE ROOM - PLANT ASSEMBLED

Includes:

- Post tensioned 6" thick floor panels. Exterior walls are 4" thick. Exterior is formliner Finish TBD. Roof panels are 5" thick and post tensioned. Roof panel overhang is 3" on all sides and has a cast in pitch for positive drainage. Roof is Formliner Finish TBD. Interior walls are Smooth Finish.
- Standard gray 5,000 psi compressive strength concrete mix design.
- Reinforcing, handling hardware and post tensioning per our engineered design.
- Welded connections filled with Sika 212 Non Shrink Grout for a smooth appearance
- Sikaflex joint sealants
- 2ea Impact Rated for HVHZ Windows with Obscure Glass
- 1ea 2868 steel door and 3ea each 3068 steel doors with steel frames and associated hardware to Comply with the FL Approval Codes **Schlage Hardware Included**
- Interior and exterior paint consists of a Loxon Conditioner/Primer with two finish coats of SUPERPAINT - all products are by Sherwin Williams - colors to be selected.
- Sunvent 164
Toilet tissue dispensers
42" ADA grab bars
36" ADA grab bars
Soap dispensers
- 2 each Viterous China Wall Mounted Toilets with Tank
2 each Viterous China Wall Mounted Sinks with push button non-tempered water
- 60 amp Electrical panel 6/12 circuits with required breakers
Wall mounted LED interior lights with motion sensor switches
LED wall pak exterior Light, w/photocell
Bathroom exhaust fans
GFI receptacles; one each in restroom, one in chase
- Grounding pigtail for connection to a lightning protection system supplied and installed by others
- Submittals and shop drawings
- Engineering and calcs by a Florida Registered Engineer
- Third Party in plant inspection for DBPR compliance
- **Freight to the project location**
- **Unloading and setting on site**
- **Crane and operator**
- DOT permits and escort, if applicable

LAKE COUNTY CONTRACT PRICING, ITEM 8, SIERRA OUTBACK DOUBLE PLUMBED RESTROOM \$147,150.00

OPTIONS:

Diaper Changing Station - Horizontal Wall Mounted	505 x 2	\$1,010.00
American Std Model #3695.128 rear discharge	1030 x 2	\$2,060.00
Xelerator Model XLBW	1090 x 2	\$2,180.00
100 amp upgrade electrical package		\$1,900.00
Sa 12" Centrifugal fiberglass exhaust fan	587	\$587.00
Kohler China SoHo white wall mounted sink	492.00 X 2	\$984.00
200 Ton Crane upcharge		\$9,000.00
Total with added options		\$164,871.00

Excludes

- SALES TAX
- PAYMENT AND PERFORMANCE BOND
- SITE PREPARATION
- FINAL HOOK UPS OF UTILITIES
- ANY SITE SURVEYING
- DUTIES, FEES OR PERMITS, CIVIL DRAWINGS
- ROOF MEMBRANE
- **ANY ITEM OR IT'S INSTALLATION NOT MENTIONED ABOVE IS EXCLUDED**



Easi-Set Precast Building Proposal DIV 3

DATE: 3/3/2022

PROPOSAL NO: KT-2021-134

Project Reference:

NW Lake Park
Fuitland Park, FL

NOTES:

CRANE MUST HAVE SOLID GROUND TO ACCESS WITHIN 25' OF SUB BASE

The building, it's contents and equipment, specifically described above are included in the total price. Furnishings, fittings, equipment and compliance with an entire specification not described are not included in this project. Any changes to the equipment, furnishings, any component of this building described above may result in additional costs. This document, with it's description shall supersede conflicting contract or purchase order verbiage.

To be produced and delivered to mutually agreed upon schedule

LEESBURG CONCRETE COMPANY, INCORPORATED IS A PCI CERTIFIED PLANT

Terms: \$ 5,900.00 down payment required to commence engineering. Progress billing to be invoiced as produced. No Retainage.

Sales Tax, if applicable, is not included. If exempt, tax exempt certificate to be provided by customer.

Payment is to be delivered to Leesburg Concrete Company, Incorporated at 1335 Thomas Avenue, Leesburg, FL 34748

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance on above work. Workmen Compensation and Public Liability Insurance on above work to be taken out by Leesburg Concrete Company, Incorporated.

In the event this Proposal is accepted and the amount agreed to be paid is not timely received by Leesburg Concrete Company, Inc., then Leesburg Concrete Company, Incorporated shall be entitled to reasonable attorney's fees, costs, and expenses to collect the amount owed. Unpaid balance shall accrue at the rate of 1.5% per month.

This proposal may be withdrawn if not accepted within 90 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Respectfully Submitted

Signed _____
Kirk Rouse

Signature _____

Printed Name _____

Date: _____

Price Proposal: NorthWest Lake Park - City of Fruitland Park, FL
Date: November 15, 2021
Reference: 11109-10/21/2021-0

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 185,633

Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)*

2. Installation: Turnkey Installation of the Building above @ \$ 20,018 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

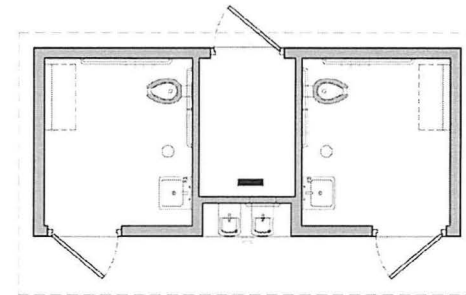
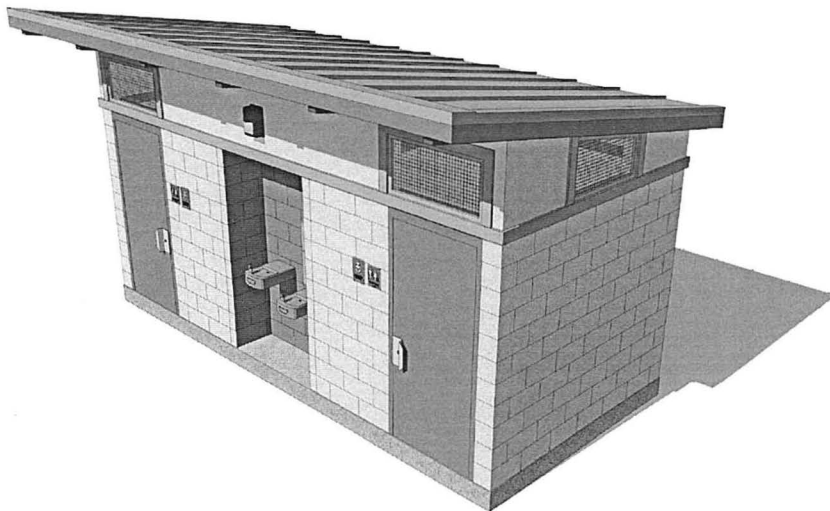
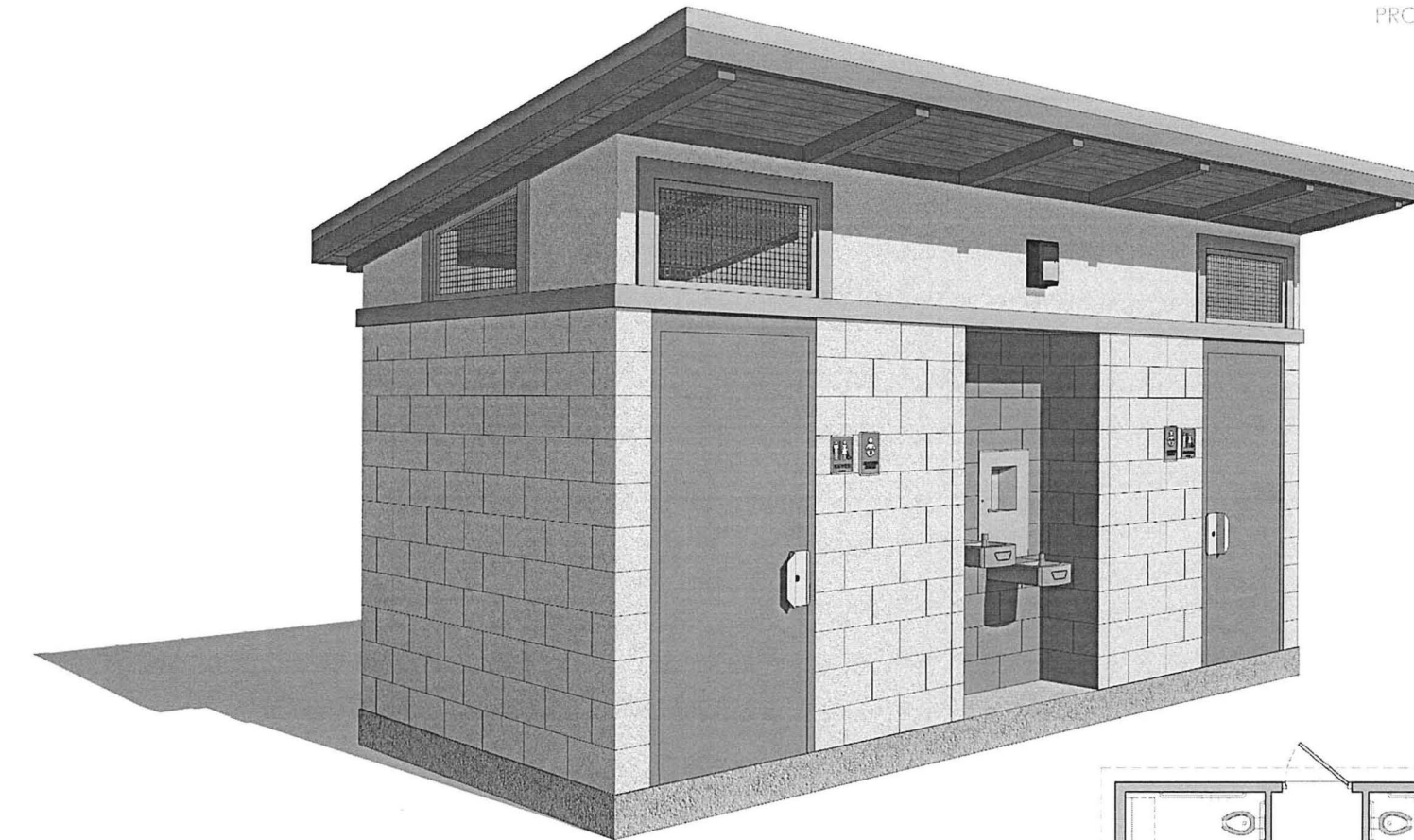
The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and installation @ \$ 205,651



Leasby Concrete





FLOOR PLAN

SCALE: NOT TO SCALE

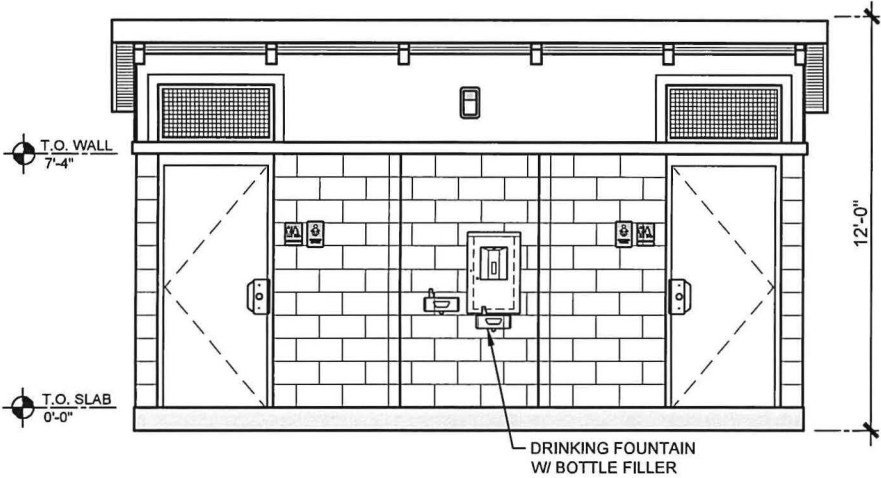
RESTROOM BUILDING
FRUITLAND PARK, FLORIDA
NORTHWEST LAKE PARK

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE
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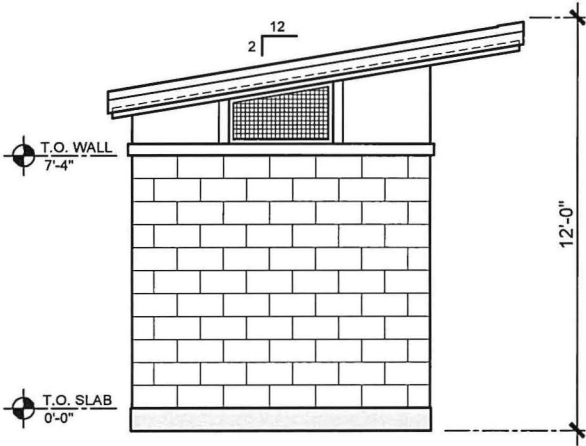
www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



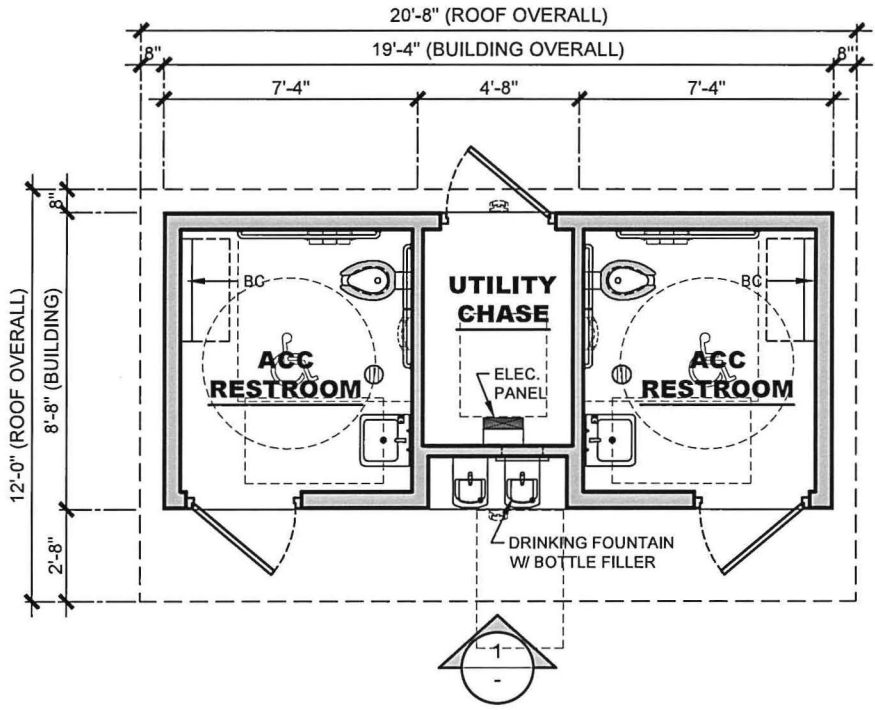
ELEVATION 1

SCALE: 3/16"=1'-0"



ELEVATION 2

SCALE: 3/16"=1'-0"



FLOOR PLAN

SCALE: 3/16"=1'-0"

 <p>PUBLIC RESTROOM COMPANY Building Better Places To Go.™</p>	<p><small>COPYRIGHT 2021. PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small></p>	BUILDING TYPE:	RESTROOM BUILDING	REVISION #	REVISION DATE: -	SHEET#
		PROJECT:	NORTHWEST LAKE PARK FRUITLAND PARK, FL	-	DRAWN BY: -	
				PROJECT #:	START DATE: 10/21/2021	MAX. PERSON / HOUR:
				11109	DRAWN BY: EOR	



PROPOSED RESTROOM / STORAGE BUILDING FOR:
CITY OF FRUITLAND PARK, FL





PROPOSED RESTROOM / STORAGE BUILDING FOR:
CITY OF FRUITLAND PARK, FL





PROPOSED RESTROOM / STORAGE BUILDING FOR:
CITY OF FRUITLAND PARK, FL



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

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

MEETING DATE: Thursday, May 12, 2022

DATE SUBMITTED: Monday, May 9, 2022

SUBMITTED BY: City Attorney/City Manager

BRIEF NARRATIVE: Resolution 2022-018 Pre-Cast, Prefabricated Concrete Structure for Northwest Lake Community Park Restroom for \$164,871 to Leesburg Concrete Company Inc., a piggyback contract with Lake County.

FUNDS REQUIRED: \$164,871 (150,000.00 Account # 0157400-60632 and \$35,000.00 Account #20511-60632 respectively)

ATTACHMENTS: Proposed resolution

RECOMMENDATION: Approval

ACTION: **Adopt Resolution 2022-018**

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 12th day of May 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

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

ITEM TITLE: Second Reading and Public Hearing – Ordinance 2022-013 Adopting New Water and Wastewater Impact Fee Rates

MEETING DATE: Thursday, May 12, 2022

DATE SUBMITTED: Monday, May 9, 2022

SUBMITTED BY: City Attorney/City Manager/City Treasurer

BRIEF NARRATIVE: Ordinance 2022-013 adopting new impact fee studies for water and wastewater and new impact fee rates. (The first reading and public hearing was held on April 28, 2022.)

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance, amended restated to wastewater treatment plant capacity reservation and bulk treatment agreement, water utility bill notice, and advertisement affidavit.

RECOMMENDATION: Approval

ACTION: Enact Ordinance 2022-013 to become effective immediately as provided by law.

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 April 28, 2022

Passed Second Reading _____

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.

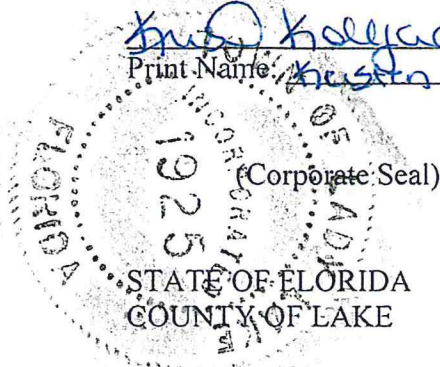
THIS WRITTEN AGREEMENT constitutes the entire agreement between the Parties, and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each Party on the date first written above. Modifications to and waiver of the provisions 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.

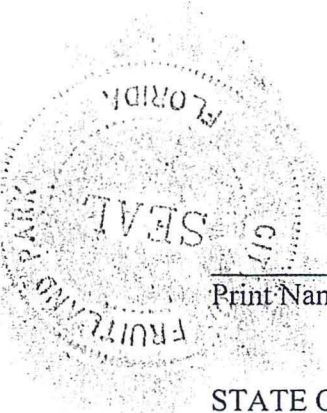
Nancy V. Slaton
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print name of Notary Public) _____
My Commission Expires: _____
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

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

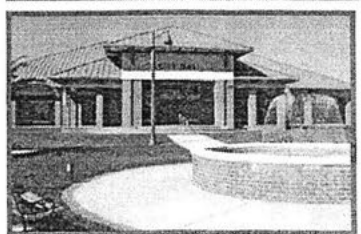
At the City of Fruitland Park City Commission meeting to be held on
May 12, 2022 at 6:00pm. The City Commission will consider a proposed
increase of construction water & sewer utility impact fees. Meeting
held at CITY HALL 506 W Berckman Street, Fruitland Park FL.
VISIT WWW.FRUITLANDPARK.ORG FOR ONLINE 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

The Villages[®]
DAILY SUN

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

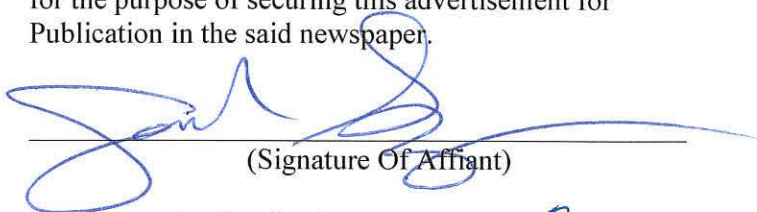
Before the undersigned authority personally appeared **Joseph Szabo**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal #1061947 in the matter of

ORDINANCE 2022-013

was published in said newspaper in the issues of

APRIL 30, 2022

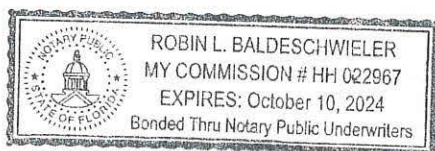
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake,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


(Signature Of Affiant)

Sworn to and subscribed before me this 2nd
day of May 2022.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



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. (The second reading will be held on May 12, 2022.)

This ordinance will be presented for public hearing by the City of Fruitland Park City Commission at its regular meeting to be held on Thursday, May 12, 2022 at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731. This meeting is open to the public and hearings may be continued as determined by the commission from time to time to a time certain The proposed ordinance may be reviewed and inspected by the public during normal working hours at city hall. For further information, please call (352) 360-6790. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

Anyone requiring special accommodations at this meeting because of disability or physical impairment should contact the city clerk's office at city hall (352) 360-6727 at least at least forty-eight (48) hours prior to the hearing. (Florida Statutes 286.26). Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made by the city commission with respect to any matter considered at such meeting or hearing, he or she 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 record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (Florida Statutes 286.0105) #1061947 April 30, 2022

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

ITEM TITLE: Second Reading and Public Hearing – Ordinance 2022-011 (Annexation) – N of Myrtle Avenue and W of CR 468 - Petitioner: Crystal Lake Land Holdings, LLC.

MEETING DATE: Thursday, May 12, 2022

SUBMITTED BY: City Attorney/City Manager/Community Development Director

DATE SUBMITTED: April 24, 2022

BRIEF NARRATIVE: 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. The first reading was held on April 28, 2022.

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

FUNDS REQUIRED: None

RECOMMENDATION: Approval

ACTION: Enact Ordinance 2022-011 to become effective as provided by law.

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

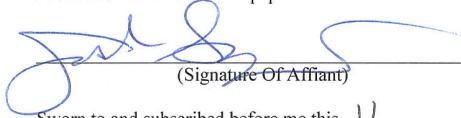
Before the undersigned authority personally appeared **Joseph Szabo**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal #1057973 in the matter of

NOTICE OF PUBLIC HEARINGS

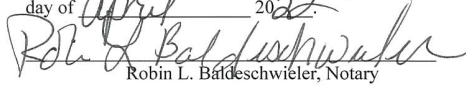
was published in said newspaper in the issues of

APRIL 9, 2022

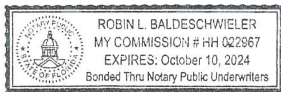
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake,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


(Signature Of Affiant)

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


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.

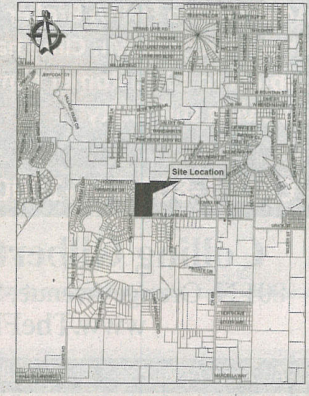
ORDINANCE 2022-009

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. Berckman 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@halff.com>; Anita Geraci (anita@agclaw.net) <anita@agclaw.net>; Greg Beliveau <gregb@lpgurp.com>; Brett Tobias <bTobias@halff.com>; Cheryl Areias <careias@fruitlandpark.org>; Corey Goepfert <corey.goepfert@leesburgflorida.gov>; Dan Hickey <dhickey@fruitlandpark.org>; dannybassco@hotmail.com; Duane Booth <dbooth@halff.com>; Dwayne Williams <dwilliams@fruitlandpark.org>; Erik D. Luce <eluce@fruitlandpark.org>; Gary La Venia <glavenia@fruitlandpark.org>; Hugo Cabrera <hCabrera@Halff.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@halff.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,

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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: 5e

ITEM TITLE: Second 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.

MEETING DATE: Thursday, May 12, 2022

DATE SUBMITTED: Friday, April 29, 2022

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: Ordinance 2022-010 Ordinance 2022-010 to allow 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 first reading was held on April 28, 2022.)

FUNDS REQUIRED: No

ATTACHMENTS: Ordinance 2022-010, legal description (Exhibit A), proposed zoning map (Exhibit B), Master Development Agreement (Exhibit C) with conceptual site plan and quasi-judicial hearing establishment. (See Agenda Item Summary Sheet 6d for advertising affidavit and staff report.)

RECOMMENDATION: Approval.

ACTION: Enact Ordinance 2022-010 to become effective immediately as provided by law.

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.



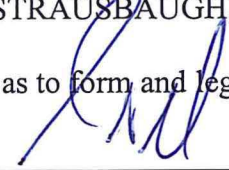
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:



MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:



Scott A. Gerken, City Attorney



Select Year: 2020

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.

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)

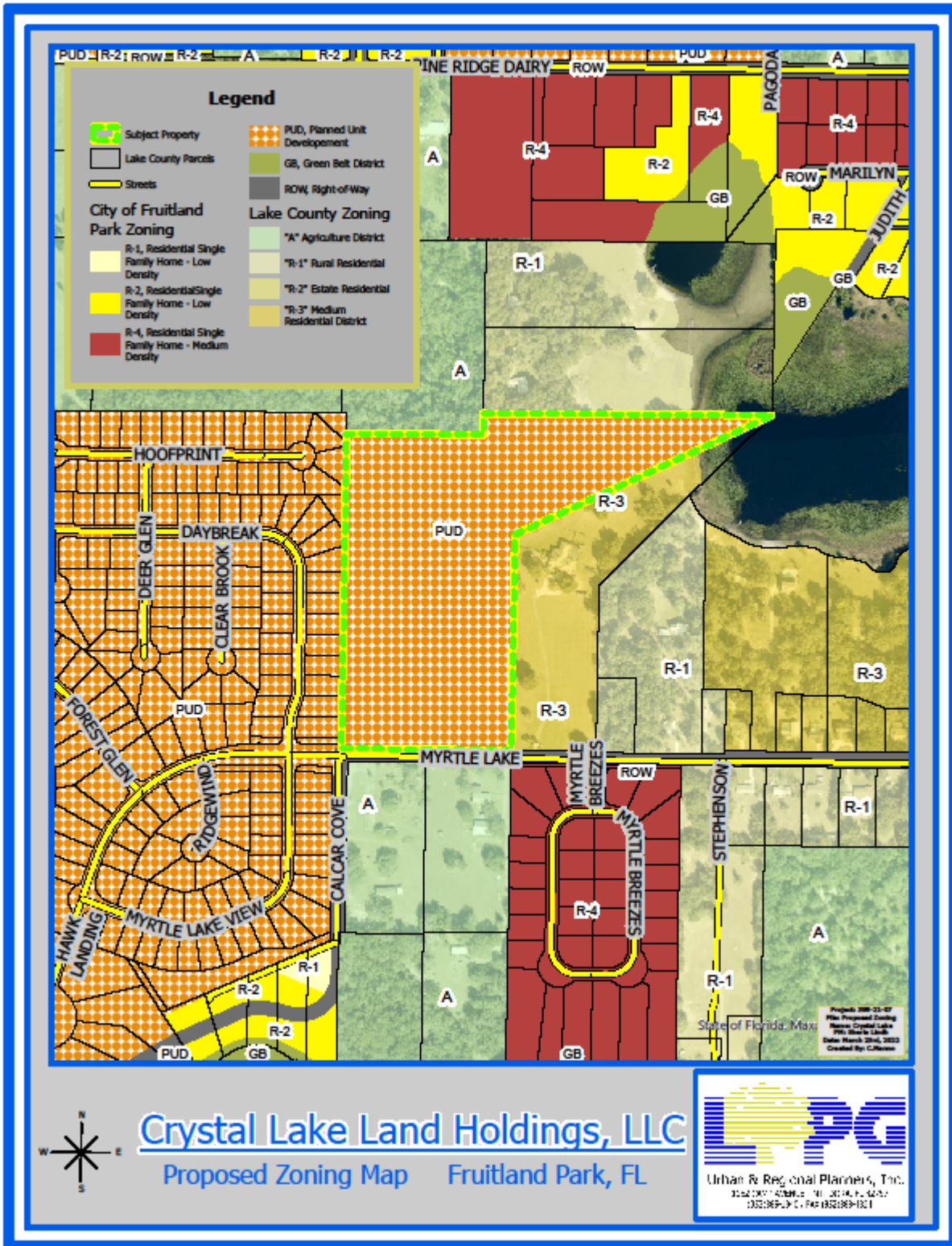
Passed First Reading	April 28, 2022
Passed Second Reading	_____
(SEAL)	

“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”



Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the ____th day of _____, 2021, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Crystal Lake Land Holdings, LLC (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to annex and rezone approximately 24.83 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Property is currently located within Lake County and is currently zoned Lake County "R-3" with a future land use designation of "Urban Medium" on the Lake County Future Land Use Map.
3. Owner has filed applications for annexation, small scale comprehensive plan amendment from Lake County "Urban Medium" to City of Fruitland Park "Single Family Medium Density", and rezoning from Lake County "R-3" to City of Fruitland Park "Residential Planned Unit Development" for the Property.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part



thereof.

Section 2. Conditions Precedent. Owner has filed an application for a small-scale comprehensive plan amendment and rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement, adopts an ordinance amending the comprehensive future land use map and such amendment becomes effective, and adopts an ordinance rezoning the Property and such rezoning becomes effective. The parties hereto understand and acknowledge that the City is in no way bound to amend the future land use map or rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning and comprehensive plan map amendment. However, if the City denies the application for rezoning or the comprehensive plan map amendment, this Agreement shall be void and shall be of no further force and effect.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by A&B Engineering Consultants, P.A., dated March 23, 2022, and attached as Exhibit "B" (the "Plan"). The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Single family detached residential dwelling units.
- b. Passive and Active Recreation Facilities.
- c. Residential units shall not exceed 69.
- d. Temporary modular office uses shall be allowed during construction.
- e. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

Section 5. Residential Development Standards. Development Standards shall be as follows:

- a. The minimum living area shall be 1,200 square feet for the single family detached homes.
- b. The minimum lot size shall be 8,000 square feet for the detached single-family homes.
- c. Minimum lot width for detached single-family shall be 65 feet with a minimum lot depth of 120 feet.
- d. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Thirty feet (30')

Side: Local Roadways - Twenty feet (20')

Another Lot - Ten feet (10')

Rear: Local Roadway- Twenty feet (20')

Another Lot - Twenty feet (20')

Lake: Thirty-five feet (35') from the Ordinary High Water Line of Crystal Lake

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

- e. Maximum building height shall be limited to thirty-five feet (35') for single family.
- f. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code.
- g. The maximum building coverage shall not exceed forty percent (40%).
- h. Picnic tables and/or a covered pavilion shall be provided within the recreation area adjacent to Crystal Lake designated on the Plan.
- i. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- j. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- k. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-2 zoning district standards and other applicable sections of the Land Development Code.

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. Development Phasing. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 8. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of one primary access on Myrtle Lake Avenue. If only one primary access is from Myrtle Lake Avenue it shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review process and shall include consideration of sidewalks on both sides of the boulevard. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements including curb and gutter.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
- f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.

Section 9. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. Lighting shall comply with the nonresidential design requirements of the Fruitland Park Land Development Regulations.

Section 10. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner

shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 11. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 12. Easements. Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 13. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a twenty-five-foot (25') landscape buffer along the northern, eastern and western PUD perimeter property boundary with the exception of where wetlands abut the perimeter in which case no landscape buffer is required; however, a twenty-five foot (25') native upland buffer is required. Owner shall install and maintain a fifteen-foot (15') landscape buffer along Myrtle Lake Avenue. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 14. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 15. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 16. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 17. Signage. Owner shall submit a master sign plan as a component of the preliminary plan application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 18. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. Title opinion or certification shall have an effective date of no more than 30 days prior to submittal. A copy of all back up documents referenced in the title opinion or certification must be provided.

Section 29. 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 20. Due Diligence.

The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 21. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

Section 22. 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 23. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 24. 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 25. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 26. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Crystal Lake Land Holdings LLC 114 Sleepy Hollow Road Leesburg, FL 34748 352-408-3319 Telephone
Copy to:	

Section 27. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 28. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 29. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 30. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

CRYSTAL LAKE LAND HOLDINGS, LLC

Witness Signature

By: _____

Print Name

Witness Signature

By: _____

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____ by _____ as _____ and _____ as _____ of Lake County School Board on behalf of the Lake County School Board, who are personally known to me or who have produced _____ as identification.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by physical present or online notarization
this ____ day of _____ by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida
municipal corporation on behalf of the corporation and Esther B. Coulson, City Clerk of the City of Fruitland
Park, Florida, on behalf of the corporation, who are personally known to be me or produced
_____ as identification.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

The part of 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°20'05" 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°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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; Thence North 00°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°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°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°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°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°13'49" West 1,099.42 feet; Thence South 00°59'55" West 836.39 feet to the Point of Beginning.

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

ITEM TITLE: CITY MANAGER’S REPORT

MEETING DATE: Thursday, May 12, 2022

DATE SUBMITTED: Monday, May 9, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: City Manager’s Report

- i. Economic Development Status Update
- ii. ATM Proposal – City Hall
- iii. Mirror Lake Nutrient Separation Baffle Box Construction Stormwater Grant Program Agreement Amendment –Lake County Water Authority
- iv. FY 2022/23 Proposed Budget Workshop Discussion

FUNDS REQUIRED: None

ATTACHMENTS: None

RECOMMENDATION: City commission discretion

ACTION: None

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE : Thursday, May 12, 2022

SUBMITTED BY: City Attorney

DATE SUBMITTED: Friday, May 5, 2022

BRIEF NARRATIVE: 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. The insurance company was provided the full invoice amount. 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. Mediation is scheduled to occur via Zoom on July 18, 2022 beginning at 10:00 A.M. The City Manager and I will participate along with attorney Glenn Thomas.

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. A Foreclosure Sale has been set to take place on May 31, 2022.

FUNDS REQUIRED: None

ATTACHMENTS: None

RECOMMENDATION: N/A

ACTION: N/A

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 8**

ITEM TITLE: Public Comments

MEETING DATE: Thursday, May 12, 2022

DATE SUBMITTED: Monday, May 9, 2022

SUBMITTED BY: City Clerk

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

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

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

RECOMMENDATION: None

ACTION: None

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

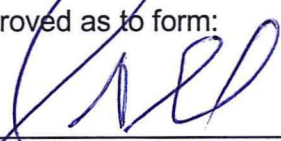
ATTEST:


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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