

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

August 25, 2022

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

6:00 p.m.

- 1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**
Invocation – Pastor Chuck Padgett, Trinity Assembly of God

Pledge of Allegiance – Police Chief Erik Luce
- 2. ROLL CALL**
- 3. SPECIAL PRESENTATION**
 - (a) Proclamation – Memoriam Pastor Jim Keegan** (city clerk)
 - (b) Public Safety Complex** (city manager)
- 4. RECESS TO THE COMMUNITY REDEVELOPMENT AGENCY** (city clerk)
On or before 6:15 p.m. recess to the CRA.
- 5. CONSENT AGENDA**
 - (a) Approval of Minutes** (city clerk)
July 25, 2022 regular
 - (b) Resolution 2022-033 P&Z Board Chair and Vice Chair Selection**
(city attorney/city clerk)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PLANNING AND ZONING BOARD CHAIR AND VICE-CHAIR SELECTION FOR FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE.
 - (c) Resolution 2022-037 Lake County CDBG Grant Program FY 2021-22 – Patricia Avenue 6” Water Line - Sub-Recipient Contract** (city attorney/city manager/public works director)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB-RECIPIENT CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE SUB-RECIPIENT CONTRACT IN THE AMOUNT OF \$140,400 TO FUND ENGINEERING AND

CONSTRUCTION OF A NEW 6" WATER LINE ON PATRICIA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

6. REGULAR AGENDA

- (a) **Resolution Establish Recreation Fund to General Fund** (city attorney/city treasurer/city manager)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, MOVING THE RECREATION FUND INTO THE GENERAL FUND AND DISSOLVING THE RECREATION FUND; PROVIDING FOR DIRECTIONS AND FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.
- (b) **Concrete Bollards – City Hall, Library, And Community Center Discussion** (city manager)
Discussion on concrete bollards for city hall, library and the community center.
- (c) **ITB 2022-01 Public Works Building WWTP Discussion** (city manager)
Discussion on Invitation to Bid 2022-01 Public Works Building Wastewater Treatment Plant site on Spring Lake Road.
- (d) **RFQ 2022-01 Professional Engineering Surveying Discussion** (city manager)
Discussion on Request for Qualification 2022-01 for professional engineering surveying services.

PUBLIC HEARING

- (e) **First Reading and Public Hearing – Ordinance 2022-017 Urick Street Force Main Extension - Clean Water SRF Construction Loan Agreement WW350821 (Grant Agreement SG350822)** (city attorney/city manager/city treasurer/public works director)
AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT WITH A 20-YEAR LOAN IN THE AMOUNT OF \$1,859,724 AT A ZERO PERCENT INTEREST RATE AND A GRANT IN THE AMOUNT OF \$908,229 FOR CONSTRUCTION OF THE URICK STREET FORCE MAIN EXTENSION; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING

ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (The second reading will be held on September 8, 2022.)

(f) First Reading and Public Hearing – Ordinance 2022-018 Fund Balance Policy (city attorney/city manager/city treasurer)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; CREATING SECTIONS 33.55 THROUGH 33.58 IN CHAPTER 33 OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK, FLORIDA, WHICH SETS FORTH A FUND BALANCE/RETAINED EARNINGS POLICY; ESTABLISHING A FUND BALANCE/RETAINED EARNINGS POLICY FOR EACH OF ITS VARIOUS FUNDS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (The second reading will be held on September 8, 2022.)

(g) First Reading and Public Hearing – Ordinance 2022-015 LSCPA – 68.55+ Acres Timbertop Lane – Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; 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. (Continued from the July 28, 2022 meeting. The second reading will be held on September 8, 2022.)

- (h) First Reading and Public Hearing - Ordinance 2022-014 Rezoning 68.55+ Acres Timbertop Lane — Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson** (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 ± ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING AN AMENDED MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (Continued from the July 28, 2022 meeting. The second reading will be held on September 8, 2022.)

- (i) Second Reading Public Hearing - Ordinance 2022-016 Rezoning 35.99+ Acres South of Spring Lake Road and West of US Hwy 27.441 — Petitioner: The Reserve at Spring Lake Cove LLC** (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 35.99 ± ACRES OF PROPERTY FROM SINGLE FAMILY LOW DENSITY RESIDENTIAL (R-1), MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R-3), AND PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK FOR RESIDENTIAL USE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on July 28, 2022.)

- (j) Public Hearing – Resolution 2022-035 Declaration of Utility of Title - The Reserve at Spring Lake Cove– Petitioner: Spring Lake Cove LLC** (city attorney/city manager/community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE

MAYOR TO EXECUTE A DECLARATION OF UTILITY OF TITLE UNIFYING AS AN INDIVISIBLE BUILDING SITE, TWELVE PROPERTIES GENERALLY LOCATED SOUTH OF SPRING LAKE ROAD AND WEST OF US HIGHWAY 27/441, FRUITLAND PARK, FLORIDA, OWNED BY THE RESERVE AT SPRING LAKE COVE LLC; PROVIDING FOR A DECLARATION OF UNITY OF TITLE TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

(k) Public Hearing – Resolution 2022-034 Major Site Plan - The Reserve at Spring Lake Cove - Petitioner: Spring Lake Cove LLC
(city attorney/city manager/community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 128-UNIT APARTMENT COMPLEX CONSISTING OF APPROXIMATELY 30 BUILDINGS AND RECREATIONAL FACILITIES; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

7. (a) **City Manager**
Economic Development Status Update
- (b) **City Attorney**
- i. **City of Fruitland Park v. State of Florida Department of Management Services**
 - ii. **Michael and Laurie Fewless v. City of Fruitland Park**
 - iii. **U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845**
 - iv. **Code of Ordinances Codification**

8. UNFINISHED BUSINESS

9. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City

Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

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

10. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

11. MAYOR'S COMMENTS

12. ADJOURNMENT

DATES TO REMEMBER

- September 8, 2022 City Commission Regular meeting at 6:00 p.m.;
- September 9, 2022, *Sheriff's Update* Lake County League of Cities, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.
- September 16, 2022, Comedy Night, 205 W Berckman Street, Fruitland Park, Florida 34731 at 8:00 p.m.;
- September 17, 2022, Wedding Expo, 205 W Berckman Street, Fruitland Park, Florida 34731 at 11:00 a.m.;
- September 22, 2022, City Commission Regular meeting at 6:00 p.m., and
- September 24, 2022, *Father and Son Camp Out*, 205 W Berckman Street, Fruitland Park, Florida 34731 at 5:00 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 a and b

ITEM TITLE: **SPECIAL PRESENTATIONS**

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Thursday, July 28, 2022

SUBMITTED BY: See below

BRIEF NARRATIVE: **SPECIAL PRESENTATIONS**

(a) Proclamation – Memoriam Pastor Jim Keegan (city clerk)

(b) Public Safety Complex (city manager)

FUNDS REQUIRED: None

ATTACHMENTS: Proclamation

RECOMMENDATION:

ACTION:



Proclamation

WHEREAS, Reverend James E. Keegan, a Florida native, was born on June 9, 1961, and was raised by his parents, Clifford and Vivian and

WHEREAS, Jim was a faithful husband to Wanda for 35 years and a loving father to two adult sons, Andre and Christian, and

WHEREAS, Pastor Jim had a love for learning; he received his Bachelor of Arts degree from West Virginia State University and his Master of Divinity from Union Theological Seminary in Richmond, Virginia, and

WHEREAS, Pastor Jim embraced with joy a call to serve God and devoted his life to minister in churches for over 36 years in Florida, North Carolina, West Virginia, and Idaho where he touched the lives of many, and

WHEREAS, Jim was also known to have lived an adventurous and exciting life where he could be found swimming every morning despite freezing conditions and was an avid cyclist, riding 100-mile trips; and

WHEREAS, Pastor Jim was a *quiet pied piper*; he could be found all throughout the community with all sorts of people who were easily drawn to him as he willingly offered his handyman skills, shared his humor, and prayed for people and he encouraged those he knew were going through a tough time; thus, building relationships along the way; and

WHEREAS, Jim's compassion was always flowing to those experiencing hardship; he responded to the needs of the poor when they sought help; worked alongside as a servant leader in community events, and passionately and faithfully supported missions worldwide, and

WHEREAS, since 2014, Pastor Jim was one of a few local pastors in the community who helped initiate *Operation Bless Fruitland Park* and *Project Generosity* connecting churches, businesses, civic groups, and individuals to identify and meet the needs of Fruitland Park Elementary School; and

WHEREAS, Pastor Jim's quote: "Sharing the love of Jesus Christ and working alongside His people as a servant leader is one of the greatest privileges of my life. My deepest desire is to be obedient to Him at every turn in the road," remained with him; and

WHEREAS, on the afternoon of July 22, 2022, Pastor Jim succumbed to his injuries after being involved in a tragic car accident.

Now, therefore, be it proclaimed that I "Chris Cheshire, Mayor of the City of Fruitland Park, Florida", on behalf of the city commissioners, do hereby proclaim Thursday, August 25, 2022 as "*REVEREND JAMES E. KEEGAN DAY in the City of Fruitland Park*" in recognition of his dedication and devotion to the many lives he impacted and the privilege of calling him "*our friend, colleague, and pastor*". He will be dearly missed by his family, congregation and the community who loved him.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Fruitland Park to be affixed this 25th day of August 2022.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk



Certificate of Tree Planting

In loving memory of

Pastor Jim Keegan

A memorial tree has been planted in A Forest in Need.

A handwritten signature in black ink, appearing to read "DL", positioned above a horizontal line.

Dan Lambe, Chief Executive
Arbor Day Foundation



Courtesy of

Esther Coulson

"In Loving Memory of Pastor Jim Keegan, Hearts and prayers go out to you at this time and in the days ahead. City of Fruitland Park City Commission and staff."



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

ITEM TITLE: Community Redevelopment Agency (CRA)
Meeting

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Tuesday, August 16, 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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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

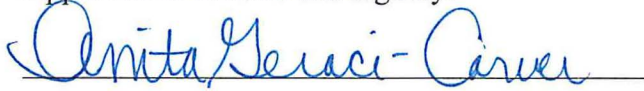
ATTEST:



ESTHER COULSON, CITY CLERK

Mayor Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Vice Mayor Gunter	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Bell	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner DeGrave	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Mobilian	<input type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input checked="" type="checkbox"/>	(Absent)

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

Select Year:

The 2020 Florida Statutes

[Title XI](#)

COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)

INTERGOVERNMENTAL PROGRAMS

[View Entire Chapter](#)

163.340 **Definitions.**—The following terms, wherever used or referred to in this part, have the following meanings:

- (1) “Agency” or “community redevelopment agency” means a public agency created by, or designated pursuant to, s. [163.356](#) or s. [163.357](#).
- (2) “Public body” means the state or any county, municipality, authority, special district as defined in s. [165.031\(7\)](#), or other public body of the state, except a school district.
- (3) “Governing body” means the council, commission, or other legislative body charged with governing the county or municipality.
- (4) “Mayor” means the mayor of a municipality or, for a county, the chair of the board of county commissioners or such other officer as may be constituted by law to act as the executive head of such municipality or county.
- (5) “Clerk” means the clerk or other official of the county or municipality who is the custodian of the official records of such county or municipality.
- (6) “Federal Government” includes the United States or any agency or instrumentality, corporate or otherwise, of the United States.
- (7) “Slum area” means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:
 - (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
 - (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
 - (c) The existence of conditions that endanger life or property by fire or other causes.
- (8) “Blighted area” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:
 - (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
 - (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
 - (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
 - (d) Unsanitary or unsafe conditions.
 - (e) Deterioration of site or other improvements.
 - (f) Inadequate and outdated building density patterns.
 - (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
 - (h) Tax or special assessment delinquency exceeding the fair value of the land.

- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term “blighted area” also means any area in which at least one of the factors identified in paragraphs (a) through (o) is present and all taxing authorities subject to s. [163.387\(2\)\(a\)](#) agree, either by interlocal agreement with the agency or by resolution, that the area is blighted. Such agreement or resolution must be limited to a determination that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, “blighted area” means an area as defined in this subsection.

(9) “Community redevelopment” or “redevelopment” means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.

(10) “Community redevelopment area” means a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment. For community redevelopment agencies created after July 1, 2006, a community redevelopment area may not consist of more than 80 percent of a municipality.

(11) “Community redevelopment plan” means a plan, as it exists from time to time, for a community redevelopment area.

(12) “Related activities” means:

- (a) Planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a communitywide plan or program pursuant to s. [163.365](#).
- (b) The functions related to the acquisition and disposal of real property pursuant to s. [163.370\(4\)](#).
- (c) The development of affordable housing for residents of the area.
- (d) The development of community policing innovations.

(13) “Real property” means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto or used in connection therewith and every estate, interest, right, and use, legal or equitable, therein, including but not limited to terms for years and liens by way of judgment, mortgage, or otherwise.

(14) “Bonds” means any bonds (including refunding bonds), notes, interim certificates, certificates of indebtedness, debentures, or other obligations.

(15) “Obligee” means and includes any bondholder, agents or trustees for any bondholders, or lessor demising to the county or municipality property used in connection with community redevelopment, or any assignee or assignees

of such lessor's interest or any part thereof, and the Federal Government when it is a party to any contract with the county or municipality.

(16) "Person" means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, assignee, or other person acting in a similar representative capacity.

(17) "Area of operation" means, for a county, the area within the boundaries of the county, and for a municipality, the area within the corporate limits of the municipality.

(18) "Housing authority" means a housing authority created by and established pursuant to chapter 421.

(19) "Board" or "commission" means a board, commission, department, division, office, body or other unit of the county or municipality.

(20) "Public officer" means any officer who is in charge of any department or branch of the government of the county or municipality relating to health, fire, building regulations, or other activities concerning dwellings in the county or municipality.

(21) "Debt service millage" means any millage levied pursuant to s. 12, Art. VII of the State Constitution.

(22) "Increment revenue" means the amount calculated pursuant to s. ~~163.387~~(1).

(23) "Community policing innovation" means a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(24) "Taxing authority" means a public body that levies or is authorized to levy an ad valorem tax on real property located in a community redevelopment area.

History.—s. 3, ch. 69-305; s. 1, ch. 77-391; s. 1, ch. 81-44; s. 3, ch. 83-231; ss. 2, 22, ch. 84-356; s. 83, ch. 85-180; s. 72, ch. 87-243; s. 33, ch. 91-45; s. 1, ch. 93-286; s. 1, ch. 94-236; s. 1447, ch. 95-147; s. 2, ch. 98-201; s. 1, ch. 98-314; s. 2, ch. 2002-294; s. 7, ch. 2006-11; s. 1, ch. 2006-307; s. 20, ch. 2013-15; s. 7, ch. 2015-30.

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.

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

ITEM TITLE: Draft Meeting Minutes, Resolutions 2022-033 and 2022-037

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Friday, August 19, 2022

SUBMITTED BY: See below

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.

(a) Approval of Minutes (city clerk)
July 25, 2022 regular meeting minutes

(b) Resolution 2022-033 P&Z Board Chair and Vice Chair Selection (city attorney/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PLANNING AND ZONING BOARD CHAIR AND VICE-CHAIR SELECTION FOR FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2022-037 Lake County CDBG Grant Program FY 2021-22 – Patricia Avenue 6” Water Line - Sub-Recipient Contract) (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB-RECIPIENT CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE SUB-RECIPIENT CONTRACT IN THE AMOUNT OF \$140,400 TO FUND ENGINEERING AND CONSTRUCTION OF A NEW 6” WATER LINE ON PATRICIA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

FUNDS REQUIRED: (see Resolution 2022-037 grant not to exceed \$140,400 from CDBG FY 2021-22 funds)

ATTACHMENTS: Draft minutes and proposed resolution

RECOMMENDATION: Approve the minutes as submitted and adopt Resolution 2022-037.

ACTION: **Approval**

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
July 28, 2022**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, July 28, 2022 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter Jr., Commissioners Chris Bell (joined in by Zoom video teleconference call), and Patrick DeGrave

Members Absent: Commissioner John Mobilian.

Also present: City Manager Gary La Venia; Sandy Minkoff Esq., representing the City Attorney, City Treasurer Jeannine Racine, Police Chief Erik Luce, Robb Dicus, Public Works Director; Mes. Kelli Fielder and Emily Church, Community Development Department, Mr. Michael “Mike” Rankin, LPG Urban Regional Planners Inc. (consultant retained by the city) and Interim Community Development Director, Lake County Fire Rescue Lieutenant Jeff Lord and Firefighter Emergency Medical Technician Justin Davison; Planning and Zoning (P&Z) Board Vice Chair Dan Dicus; P&Z Member Fred Collins; District 2 Candidate Janice Collins and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Senior Pastor Kelly W. Smith, Community United Methodist Church, gave the invocation and Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:04.00 p.m. No action was taken.

2. ROLL CALL

Mayor Cheshire announced the decorum for this evening’s meeting and after noting the following agenda changes, he recognized the absence of Commissioner Mobilian at this time:

- 5(b) Resolution 2022-032
Change title to read: *\$100,107.50 for non-Community Redevelopment Agency (CRA) roads and \$186,740.00 for CRA roads* and not \$181,435.00 and \$184,740.00 respectively.
- 7. Agenda Item Numbering system
Item number changes after item 7.
- 6.(c) Ordinance 2022-014 Timbertop
Addendum – Amended Master Development Agreement
- 6(d) Ordinance 2022-016 Spring Lake Road
Addendum - Revised agenda summary report with staff’s recommendations.

ACTION: 6:01.35 p.m. By unanimous consent, the city commission excused the absence of Commissioner Mobilian at this evening's meeting and accepted the changes to this evening's agenda as previously cited.

3. SPECIAL PRESENTATIONS

(a) School Board Member District 2

After Mr. Tyler Brandeburg, School Board Member District 2 (who was appointed in June 2022 by Florida Governor Ron DeSantis to fill a vacancy on the school board), gave an overview of his background and history, Ms. Coulson confirmed, in response to Mayor Cheshire's inquiry, the plan to provide Mr. Brandeburg, as the city's appointed representative, with further information on the city's forthcoming meetings.

ACTION: 6:03.33 p.m. No action was taken.

(b) ACFR Presentation September 30, 2021

Ms. Tammy Campbell, McDirmit Davis, Certified Public Accountants, reviewed the Annual Comprehensive Financial Report for the year September 30, 2021.

ACTION: 6:04.38 p.m. On motion of Commissioner DeGrave, seconded by Vice Mayor Gunter and unanimously carried, the city commission accepted the previously cited report as submitted.

4. RECESS TO THE LOCAL PLANNING AGENCY

On or before 6:15 p.m., recess to the local planning agency.

ACTION: 6:10:22 p.m. By unanimous consent, the city commission recessed its meeting at 6:10 p.m. to the Local Planning Agency and reconvened at 6:40 p.m.

5. CONSENT AGENDA

(a) Approval of Minutes

July 14, 2022 regular meeting

(b) Resolution 2022-032 - FY 2022-23 Street Paving Quote - Paqco Inc. (Paquette Company)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROPOSAL FROM PAQUETTE COMPANY IN THE AMOUNT OF \$181,435.00 FOR NON-CRA ROADS AND \$184,740.00 FOR CRA ROADS AUTHORIZED BY THE CRA; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:40:31 p.m. On motion of Commissioner DeGrave, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the previously cited consent agenda as corrected to reflect the title of

Resolution 2022-032 to include \$100,107.50 and strike out \$181,435.00 for non-Community Redevelopment Agency (CRA) roads and include \$186,740.00 and strike out \$184,740.00 for CRA roads.

6. REGULAR AGENDA

(a) Resolution 2022-031 – Proposed Millage FY 2022-23

After Mr. Minkoff read into the record, the following title of proposed Resolution 2022-031, Mayor Cheshire announced that the city is prepared to set the proposed millage rate of 3.9134 -- which is a 7.36% increase over the roll back rate of 3.6452 the same rate as the last four years -- and once the proposed rate is established, the city commission cannot exceed that rate.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A NOT TO EXCEED MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2022-2023 AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2022-2023 PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:41:20 p.m. A motion was made by Vice Mayor Gunter and seconded by Commissioner Bell that the city commission adopt Resolution 2022-031 as previously cited.

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

PUBLIC HEARING

(b) Public Hearing – Ordinance 2022-015 LSCPA – 68.55± Acres Timbertop Lane – Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson

After Mr. Minkoff read into the record, the following title of proposed Ordinance 2022-015, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY

MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on September 8, 2022.)

After Mr. Michael "Mike" Rankin, LPG Urban Regional Planners Inc. (consultant retained by the city) and interim community development director, acknowledged the presence of the applicants and representatives at this evening's meeting, he described the subject proposed project.

Ms. Kelly Froelich, Intram Investments Inc., explained that they initially were informed that there was no need for a recommendation for the city; they were made aware of the subject item on this evening's agenda on July 27, 2022, and addressed their willingness to send the subject presentation by email.

ACTION: 6:43:26 p.m. After much discussion addressing concerns on the subject proposed project, **a motion was made by Commissioner DeGrave and seconded by Commissioner Bell that the city commission continue the previously cited proposed Ordinance 2022-015 to August 25, 2022 at the applicant's request.**

(c) Public Hearing - Ordinance 2022-014 Rezoning 68.55± Acres Timbertop Lane — Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 ± ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING AN AMENDED MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading is tentatively proposed to be held on September 8, 2022.)

ACTION: 6:54:23 p.m. **On motion of Commissioner DeGrave, seconded by Vice Mayor Gunter and unanimously carried, the city commission continued its action to consider proposed Ordinance 2022-014 as previously cited to August 25, 2022.**

(d) Public Hearing - Ordinance 2022-016 Rezoning 35.99± Acres South of Spring Lake Road and West of US Hwy 27.441 — Petitioner: The Reserve at Spring Lake Cove LLC

After Mr. Minkoff read the following title of proposed Ordinance 2022-016 into the record, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 35.99 ± ACRES OF PROPERTY FROM SINGLE FAMILY LOW DENSITY RESIDENTIAL (R-1), MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R-3), INDUSTRIAL AND PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK FOR RESIDENTIAL USE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on August 25, 2022.)

After Mr. Rankin described the subject proposed project, Ms. Church confirmed that telephone calls from surrounding area residents were in response to the notice letters that were sent out, but no indication was made as to what their objections were; a copy of which is filed with the supplemental papers to the minutes of this meeting.

Following the verification received from Mr. David Stokes, Madden, Moorehead & Stokes Inc., (Civil Engineers) Engineering Company, on the preliminary analysis conducted with the traffic consultant, the permitting process with Lake County and anticipation of receiving the completed final report, Mr. Rankin concurred in the affirmative to Commissioner DeGrave's inquiry explaining that the subject proposed ordinance can be approved contingent upon the county taking action on the traffic impact analysis; thus, the project in question will generate a reduction in current permitted density.

In response to several inquiries from Vice Mayor Gunter, Mr. Marc Gauthier, Atlantic Housing Partners LLP, addressed the length of eastern boundary of the property bordering the railroad right-of-way; Commissioner Bell recalled Lake County Parks, Recreation and Trails Advisory Board's consideration of the subject area in the Lake County Trails Master Plan where he believed the city commission ought to review same, and Mr. Rankin concurred in the affirmative to Mayor Cheshire's request to obtain more information in that regard prior to the second reading.

Later in the meeting, Mr. Robert “Bob” D. Willie, City of Fruitland Park, acknowledged the presence of century old oak trees presently on the subject property; referred to the preliminary (overall site) plan in question, and pointed out the current tree protection provision under subsection 164.090 of the city’s code on the requirements relating to the subdivision plan and the consideration given on the protection of same. He noted along with staff’s review, that the conceptual site plan is deserving of the city commission’s careful attention on how to save as many of the existing trees as possible.

Mr. Willie referred to the Reserve at Spring Lake Cove Conceptual Plan which reflect the proposed apartments to be connected to the existing Spring Lake Cove Apartments and questioned utilizing the gazebos and other amenities as well as accessing the curb cut on Spring Lake Road.

After Mr. Rankin confirmed the developer’s awareness of the existing trees, Ms. Rebecca Wilson, Lowndes Law firm, representing the applicant, verified that to provide more amenities, the contract would include the developer connecting and allowing the sharing of the existing gazebo and adjacent property owners would access the piece of property where staff requested another gazebo on the subject proposed property’s storm water pond overlooking the lake.

Ms. Paige Simmons, City of Fruitland Park Unincorporated Area resident and Fruitland Park Elementary School Teacher, pointed out her appearance before the July 21, 2022 P&Z Board regarding the proposed new elementary school earmarked for 2024-25 school year; recognized the current student capacity rate and addressed her plan to attend future meetings due to the future rental properties in the area. She requested that the city commission review the potential overcrowding as a result of the influx of students; be cognizant of the majority of county roadways, and the density issue due to the increase in traffic,

Ms. Simmons explained that the Timbertop Lane proposals considered and introduced earlier this evening were not everything that was presented before the P&Z Board; it was only residential that was addressed.

Mayor Cheshire announced that although the city commission reviews school planning issues, he identified Mr. Brandenburg -- the newly appointed school district representative for Fruitland Park who is expected to attend future P&Z Board meetings – to be the person to address same; Messrs. La Venia and Rankin (who confirmed that the commercial components of Timbertop was included at the P&Z Board) described the involvement of public and private sector professionals during the Technical Review Committee review process, and Vice Mayor Gunter identified, as a member of the School Concurrency Review Committee, the concerns raised on the impact of new schools and increased traffic to existing roads.

With respect to school concurrency process and any deficiencies in transportation, Ms. Wilson outlined the district's generation rate report on the capacity of public-school students arising from the applicant's project demand and the impact fees paid in that regard.

Mr. Michael Fox, City of Fruitland Park Unincorporated Area resident, requested that the city commission review the traffic impact study; commended the police department for their vigilance in the subject area (the jurisdiction of which is the Lake County Sheriff's Office), and due to safety concerns, he suggested including traffic control devices around the area if the proposed apartments are approved.

ACTION: 6:54:55 p.m. Earlier in the meeting, **a motion was made by Commissioner DeGrave and seconded by Vice Mayor Gunter that the city commission approve Ordinance 2022-016 as previously cited.**

After discussion, Mr. Rankin conveyed the developer's concurrence in the affirmative to Commissioner Bell's suggestion on the inclusion of a playground and the connection of a walking trail to the proposed project prior to the second reading.

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

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

END OF PUBLIC HEARING

7. (a) City Manager

i. Economic Development

Mr. La Venia reported on the opportunity to meet with Benchmark Development I, LLC representatives regarding the commencement of the already approved 27.74± acre commercial property located north of CR 466A owned by Lake County School District.

ACTION: 7:23:41 p.m. No action was taken.

ii. Concrete Bollards – City Hall, Library, and Community Center Discussion

After verifying that the city hall's entrance doors are being installed starting earlier this day, Mr. La Venia pointed out discussions held at the July 14, 2022 regular meeting regarding the concrete bollards; gave reasons why he recommended the decorative bollards for city hall and standard for the library and the community center, and described the dimensions, and installation involved for the placement of 10 bollards totalling

approximately \$18,000 from the Community Redevelopment Agency building fund. He agreed to provide more information at the next meeting.

ACTION: 7:18:50 p.m. No action was taken.

(b) City Attorney

Mr. Minkoff referred to the agenda summary report outlining the following provided by City Attorney Anita Geraci-Carver. He conveyed her request on the advice to be sought from the city commission regarding the ongoing mediation, Fewless v. City of Fruitland Park case; pointed out the provisions under Florida Statutes 286.011 which authorizes the city attorney to request that the city commission meet in a closed-session to discuss litigation on negotiations and expenditures, and asked for same to be publicly and appropriately advertised for August 25, 2022 starting as a public meeting.

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

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

iii. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley)

iv. Municode

ACTION: 7:24:51 p.m. and 7:25:58 p.m. **On motion of Commissioner DeGrave, seconded by Vice Mayor Gunter and unanimously carried. the city commission approved the attorney's request to hold a closed-session meeting on August 25, 2022 to discuss litigation, as previously cited in the Fewless v. City of Fruitland Park case.**

After discussion and **by unanimous consent**

8. UNFINISHED BUSINESS

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

ACTION: 7:27:09 p.m. No action was taken.

9. PUBLIC COMMENTS

Mr. La Venia described -- in response to the concerns raised by Mr. Robert "Bob" D. Willie, City of Fruitland Park, the city commission's adoption earlier in this evening's meeting of consent agenda item 5. (b) on Resolution 2022-032 -- how the funds are supplanted for the roads within the Community Redevelopment Area.

With respect to proposed Ordinance 2022-015, Large-Scale Comprehensive Plan Amendment for the property located on Timbertop Lane that was considered earlier on this

evening's agenda, Mr. Larry Blevins, City of Fruitland Park resident and business owner, explained that neither he nor the surrounding neighbors had received prior knowledge on the issue and requested that the applicant resubmit same, and that the city commission review the property in question.

In response, Mayor Cheshire addressed the designated zoning requirements under the land development code and Mr. Rankin confirmed that return-receipt notification was sent to contiguous property owners.

Mr. Reed J. Newlin, City of Fruitland Park Resident, voiced safety concerns due to the ongoing speeding problem on Pine Ridge Dairy Road, pointed out his previous request for assistance from the police department, and reviewed the May 3, 2022, Traffic Engineering Data (speed summary) conducted on Pine Ridge Dairy Road, West of CR 468 by Lake County Engineering. He requested that the city implement a long-term aggressive program to mitigate the issue.

In concurrence with Mr. Newlin's July 21, 2022 email with the data, Chief Luce gave a report on the police department's response to hot spots within the city and the efforts to continue same and Commissioner DeGrave questioned the use of painted road cheverons. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

After Ms. Memori A. Clayton, City of Fruitland Park resident, questioned the status of the baffle box located on Mirror Lake Drive, Mr. La Venia and Vice Mayor Gunter described the procedures and costs involved.

With reference to Ms. Clayton's inquiries regarding the resolution of speeding problems on Mirror Lake Drive and following indication that said roadway is included as a hot spot, Mayor Cheshire recalled the city commission's previous discussions at its February 10 meeting to working with residents on traffic control and actions taken at its March 24, 2022 regular meeting to install electronic speed limit radar signs; supplant additional funding to implement enforcement and maintain records of the offenders.

ACTION: 7:27:11 p.m. No action was taken.

10. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

Commissioner Mobilian was absent from this evening's meeting.

ACTION: 7:46:59 p.m. No action was taken.

(b) Commissioner DeGrave

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

ACTION: 7:47:02 p.m. No action was taken.

(c) Commissioner Bell

Commissioner Bell thanked everyone for their well wishes during his recovery.

ACTION: 7:47:05 p.m. No action was taken.

(d) Vice Mayor Gunter, Jr.

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

ACTION: 7:47:23 p.m. No action was taken.

11. Mayor's Comments - Dates to Remember

Mayor Cheshire made the following announcements:

- An invitation was received to attend The Rose Plantation's plaque scheduled for October 19, 2022 as they have been selected by The Colonial Dames as a commemorative site of historical value – more information to follow.
- July 29, 2022, *Back to School Bash*, 604 W Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.;
- July 30, 2022, Pastor Jim Keegan *Jim's Celebration of Life Service*, Connection Point Church (formerly New Life Church), 201 East LaVista Street, Fruitland Park, Florida 34731 at 11:00 a.m.;
- August 8 and 9, 2022, workshops (FY 2022-23 proposed budget) at 6:00 p.m.;
- August 11 to 13, 2022, Florida League of Cities' Annual Conference (100th Anniversary) at The Diplomat Beach Resort, 3555 South Ocean Drive, Hollywood, Florida, 33019 at 7:00 a.m.;
- August 11, 2022 regular city commission meeting at 6:00 p.m., cancelled,
- August 25, 2022 attorney-client meeting at 5:00 p.m., and
- August 25, 2022 regular city commission meeting at 6:00 p.m.

ACTION: 7:47:25 p.m. No action was taken.

12. ADJOURNMENT

The minutes were approved at the August 25, 2022 regular meeting.

Signed

Esther B. Coulson, City Clerk, MMC

Signed

Chris Cheshire, Mayor

RESOLUTION 2022-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PLANNING AND ZONING BOARD CHAIR AND VICE-CHAIR SELECTION FOR FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, annually the planning and zoning board is required to select from among its membership a chairman and vice-chair; and

WHEREAS, the planning and zoning board has selected Al Goldberg to serve as chairman and Daniel Dicus to serve as vice-chair; and

WHEREAS, in accordance with Sec. 31-27(c) of the City of Fruitland Park Code of Ordinances the selection to these positions is subject to the approval of the City Commission.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Commission approves Al Goldberg to serve as chairman and Daniel Dicus to serve as vice-chair of the planning and zoning board.

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

PASSED AND RESOLVED this 25th day of August 2022, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk, MMC

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

RESOLUTION 2022-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB-RECIPIENT CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE SUB-RECIPIENT CONTRACT IN THE AMOUNT OF \$140,400 TO FUND ENGINEERING AND CONSTRUCTION OF A NEW 6" WATER LINE ON PATRICIA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County, Florida applied for and was awarded a Community Development Block Grant from HUD which provides for the development, establishment, and administration of projects to benefit low and moderate income families; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida has been awarded a sub-recipient grant by Lake County, Florida for construction of a new water line on Patricia Avenue; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to enter into the Sub-Recipient Contract for grant funding for these purposes and desires to authorize the mayor to execute the Contract.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission approves the Lake County Community Development Block Grant Program Sub-Recipient Contract, a copy of which is attached hereto, and authorizes the mayor to execute the contract.

Section 2. The City Commission confirms the City will implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

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 25th day of August 2022, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**LAKE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUB-RECIPIENT CONTRACT**

This contract is between **Lake County, Florida**, a political subdivision of the State of Florida (hereinafter called the “Grantor” or “County”) and **City of Fruitland Park**, a municipal corporation organized under the laws of the State of Florida (hereinafter called the “Sub-Recipient”).

WHEREAS, the County has applied for and awarded a Community Development Block Grant (CDBG) of the United States Government Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, and to meet urgent community development needs according to HUD regulations; and

WHEREAS, said CDBG allows County to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the Sub-Recipient wishes to use a share of the FY 2021-2022 CDBG entitlement for the purpose of funding the engineering and construction of a new 6” water line on Patricia Avenue; and

WHEREAS, the Sub-Recipient has agreed to implement the above activity and to be reimbursed for the services in an amount not to exceed **One Hundred Forty Thousand Four Hundred (\$140,400)**; and

WHEREAS, the County has initially determined that the proposed activity will benefit low- and moderate-income persons and persons with disabilities; and

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

I. SCOPE OF SERVICES

Project Name: City of Fruitland Park, Patricia Avenue, Construction of a New Water Line (hereinafter the “Project”).
Funding Amount: **Not to Exceed** \$140,400.

A. Description of Activities

The Sub-Recipient will be responsible for administering a Community Development Block Grant (CDBG) Program for Fiscal Year 2021-2022 in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

The Project will consist of the construction of a new water line on Patricia Avenue in the City of Fruitland Park. A copy of the complete scope of work is attached as **Exhibit A**.

B. National Objectives

The Sub-Recipient certifies that the activities carried out with the funds provided under this contract will meet one or more of the following CDBG National Objectives:

1. Benefits Low and -moderate income individuals

The Project meets the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(1) low/moderate income area benefit.

II. TIME OF PERFORMANCE

The Project shall start on the date this contract is fully executed (hereinafter the “Effective Date”) and shall be completed twelve (12) months from the Effective Date. In order to monitor the implementation of the Project, all Sub-Recipients are required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit B**, to the Grantor by the tenth (10th) day of each month. The terms of this contract and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG funds or other assets including program income.

III. BUDGET

The detailed budget is attached as **Exhibit C**.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub-Recipient Contract shall not exceed **\$140,400** from FY 2021-2022 CDBG funds.

Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Exhibit D and in accordance with performance. Expenses for general project delivery shall also be paid against the line-item budgets specified in **Exhibit C** and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Contract shall be directed to the following:

Grantor:

Lake County
Attn: Director, Office of Housing & Community Services
P.O. Box 7800
Tavares, Florida 32778

Sub-Recipient:

City of Fruitland Park
Attn: Mr. Gary LaVenia
506 W. Berckman St.
Fruitland Park, Florida 34731

VI. GENERAL CONDITIONS

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Sub-Recipient further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this contract. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker’s Compensation Insurance as the Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-Recipient shall hold harmless, defend and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient’s performance or nonperformance of the services or subject matter called for in this contract.

D. Insurance and Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and undue physical damage; at a minimum the Sub-Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this contract, without cost or expense to the Grantor, 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 Grantor, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this contract. An original certificate of insurance, indicating that the Sub-Recipient has coverage in

Lake County CDBG Program – Sub-Recipient Contract with City of Fruitland Park.

accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantor’s Project Manager and Procurement Services Director within five working days of such request and must be received and accepted by the Grantor prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

- a) 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

- 2. **Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners**, must be named as an additional insured as their interests may appear on all applicable policies.
- 3. Sub-Recipient must provide thirty (30) days prior written notice to Grantor of any change, cancellation, or nonrenewal of the required insurance.
- 4. Sub-Recipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.
- 5. Certificates of insurance must evidence a waiver of subrogation in favor of the Grantor, 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 Grantor.
- 6. 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**

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

8. The Grantor 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 Sub-Recipient and subcontractor providing such insurance.
9. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Contract for default.
10. Neither approval by the Grantor of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Contract.

E. Grantor Recognition

The Sub-Recipient shall ensure recognition of the role of the grantor entity in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments or Modifications

Any program modification requested by Sub-Recipient must be requested at least ninety (90) days prior to the end of the term of this Sub-Recipient Contract. No modification or amendment to this Sub-Recipient Contract will be binding on either party unless in writing, and signed by both parties.

In the event that the Grantor’s Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Sub-Recipient will be notified in writing and such notification will constitute an official amendment.

The Grantor may, in its discretion, amend this contract to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this contract, such modifications will be incorporated only by written amendment signed by both Grantor and Sub-Recipient.

G. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial termination of the Scope of Service may only be undertaken with the prior approval of the Grantor. In the event of any termination for convenience, all finished or unfinished

documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-Recipient under this contract shall at the option of the Grantor, become the property of the Grantor, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantor may also suspend or terminate this contract, in whole or in part, if the Sub-Recipient materially fails to comply with any term of this contract, or with any of the rules, regulations or provisions referred to herein; and the Grantor may declare the Sub-Recipient ineligible for any further participation in the Grantor's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantor may withhold up to 15 percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantor, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained: The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Contract. Such records include but are not be limited to:
 - a) Records providing a full description of each activity undertaken;
 - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c) Records required to determine the eligibility of activities;
 - d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
 - g) Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures incurred under this contract for a period of five years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data: The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantor, Grantor's monitors or their designees for review upon request.

4. Disclosure: The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Sub-Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub-Recipient shall comply with the Florida public records' laws were applicable.

5. Property Records: The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs: The Sub-Recipient's obligation to the Grantor shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records.

7. Audit & Inspections: All Sub-Recipient records with respect to any matters covered by this contract shall be made available to the Grantor, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute aviolation of this contract and may result in the withholding of future payments. The Sub- Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income: The Sub-Recipient shall report yearly income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantor at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantor.

2. Indirect costs: If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient’s share of administrative costs and shall submit such plan to the Grantor for approval, in a form specified by the Grantor. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure: The Grantor will pay to the Sub-Recipient funds available under this contract based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantor policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantor reserves the right to liquidate funds available under this contract for costs incurred by the Grantor on behalf of the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.

4. Progress Report: The Sub-Recipient shall submit Quarterly Progress Reports to the Grantor or as otherwise specified by the Grantor, on forms specified by the Grantor, if any.

D. Procurement

1. Compliance: The Sub-Recipient must establish written procurement procedures, shall comply with current Grantor policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this contract.

- 2. All procurement must comply with 2 CFR Part 200 Subpart D.
 - a) Sub-Recipients must avoid purchasing unnecessary items.
 - b) Where appropriate, an analysis is made of lease and purchase alternatives

to determine which would be the most economical and practical procurement for the federal government.

- c) Solicitations for goods and services provide for all of the following:
- i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
- i. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable;
 - ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises;
 - iii. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises;
 - iv. Encourage contracting with consortiums of small businesses, minority-owned companies and women’s business enterprises when a contract is too large for one of these firms to handle individually; and
 - v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women’s business enterprises.

- e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The “cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.
- f) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.
- g) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.
- h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
 - i. A Sub-Recipient’s procurement procedures or operation fails to comply with the procurement standards in HUD’s implementation of 2 CFR Part 200 Subpart D.
 - ii. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement, which is expected to exceed the small purchase threshold, specifies a “brand name” product.
 - iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
- i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000

or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel: The Sub-Recipient shall obtain written approval from the Grantor for any travel outside the State of Florida with funds provided under this contract.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract must be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantor any CDBG funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation or termination.
2. Real property under the Sub-Recipient’s control that was acquired or improved, inwhole or in part, with funds under this Sub-Recipient Contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for fifteen (15) years after the expiration of this contract. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantor an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantor. The Sub-Recipient may retain real property acquired or improved under this contract after the expiration of the fifteen (15) year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this contract is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this contract were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this contract shall be (a) transferred to the Grantor for the CDBG program or (b) retained after compensating the Grantor (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as

amended by Executive Order 11375 and 12086.

2. Nondiscrimination: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with regard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantor and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504: The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing: The Sub--Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantors administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub- Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantor's actions to comply with the Grantor's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the Grantor (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens: Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

Lake County CDBG Program – Sub-Recipient Contract with City of Fruitland Park.

- a) An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b) An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the INA;
- c) An alien who has qualified as a refugee or asylee;
- d) An alien who is lawfully present in the United States as a result of an exercise of the Attorney General’s parole authority;
- e) An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- f) An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. **Approved Plan:** The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantor’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. **WBE/MBE:** The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by a minority group or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records:** The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantor, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications:** The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Sub-Recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for

employment.

5. EEO/AA Statement: The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions: The Sub-Recipient will include the provisions of Paragraph X(A), Civil Rights, and X(B), Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity: The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards:

a) The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub-Recipient shall maintain documents which shall be made available to the Grantor for review upon request.

b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantor pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.

3. “Section 3” Clause:

a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance

under this contract and binding upon the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Contract:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low and very low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the Project is located, and to low and very low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b) Notifications: The Sub-Recipient agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d) Compliance with Grantor’s Section 3 Plan (Public Facility projects over \$200,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan.

D. Conduct

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantor thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor.

2. Subcontracts:

a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantor prior to the execution of such contract.

b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

d) Selection Process: The Sub-Recipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.

3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

4. Conflict of Interest: The Sub-Recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Sub-Recipient further covenants that in the performance of the Contract no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement programs.

5. Lobbying: The Sub-Recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.
- c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.
- d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
- e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. **Rights to Inventions Made under Contract or Agreement:** If the Federal award meets the definition of “funding contract” under 37 CFR §401.2 (a) and the Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Sub-Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

7. **Religious Organization:** The Sub-Recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

IX. ENVIRONMENTAL CONDITIONS

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantor’s environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not assume the Grantor’s responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure

accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

X. GENERAL PROVISIONS

A. Severability.

If any provision of this contract is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this contract shall nevertheless be in full force and effect.

B. Public Records.

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records’ laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this contract.
2. Upon request from the Grantor’s custodian of public records, provide the Grantor 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.
3. 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 this contract and following completion of this contract if the Sub-Recipient does not transfer therecords to the Grantor.
4. Upon completion of this contract, transfer, at no cost, to the Grantor all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantor to perform the Project. If Sub-Recipient transfers all public records to the Grantor upon completion of this contract, Sub-Recipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this contract, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor’s custodian of public records, in a format that is compatible with the information technology systems of the Grantor.

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

IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB- RECIPIENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY OFFICE OF HOUSING AND COMMUNITY SERVICES DEPARTMENT, 352-742-6540, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT CDBG@LAKECOUNTYFL.GOV.

C. Termination.

1. Termination for Cause: This contract may be terminated by the Grantor due to Sub-Recipient’s breach of a material term of this contract, but only after the Grantor has provided Sub-Recipient with forty-five (45) calendar days’ written notice for Sub-Recipient to cure the breach and Sub-Recipient’s failure to cure the breach within that forty-five (45) day time period. If the Grantor terminates this contract for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this contract by the Grantor.

2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this contract in whole or in part, this Contract may be terminated by the Grantor.

D. Force Majeure.

The parties will exercise every reasonable effort to meet their respective obligations under this Contract, 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 and any other cause whatsoever 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.

E. E-Verify.

Sub-Recipient shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this contract.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Contract an express requirement that the subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

F. Venue.

This contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Contract.

G. Captions.

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 of this contract.

H. Binding Effect.

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.

I. No Waiver.

The failure of any party 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 of this contract, nor in any way affect the validity of, or the right to enforce, each and every provision of this contract.

XI. 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 agreements to the contrary previously made. The following Exhibits are attached:

- Exhibit A: Sub-Recipient Scope of Work
- Exhibit B: Project Milestone Chart
- Exhibit C: Budget
- Exhibit D: Reimbursement Request

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this agreement on the dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

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

Sean M. Parks, Chairman

This _____ day of _____, 2022.

Approved as to form and legality:

Melanie Marsh
County Attorney

CITY OF FRUITLAND PARK

ATTEST:

City Clerk

Chris Cheshire, Mayor

This _____ day of _____, 2022.

Approved as to Form and Legality:

City Attorney

EXHIBIT A: SCOPE OF WORK

The City will fully fund the engineering of this project as dictated by the grant provisions up to and including bid specification preparation. The approximate cost is estimated at \$30,000 to \$40,000 which would exceed 10% of the total cost of the anticipated construction of the water line.

The City will install a new 6" line which will be constructed in the City owned easement. It will run the total length of the street tying into 6" mains located on Shiloh and Lewis Streets, respectively. Said easement runs down one side of the Avenue and will allow for ease of connection.

The project also encompasses all the material and labor necessary to tie each residence, at City's expense, into the new line thereby insuring much improved service in the provision of water and enhanced fire suppression to this neighborhood.

EXHIBIT B: PROJECT MILESTONE CHART

<u>Milestone</u>	<u>Anticipated Dates</u>
Project Engineering and Design	On or before July 1, 2022
Project Ready for Bid	On or before Aug 30, 2022
Bid Awards	On or before December 1, 2022
Construction start	On or before October 1, 2022
Construction completion	On or before April 30, 2023

EXHIBIT C: BUDGET

City of Fruitland Park, Patricia Avenue, Construction of a New Water Line

LINE ITEM BUDGET FORM – CONSTRUCTION/ACQUISITION PROJECTS		
Name of Applicant: City of Fruitland Park	Project Name: Patricia Avenue Water Line	
<p>Instructions: Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the Budget Narrative Attachment provide a description of other funds and volunteer and donated services/resources to be used in the project.</p>		
A	B	C
Budget Item	Calculation	CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
8" PVC pipe	\$35.00 LF *1000	\$35,000.00
Temporary Jumper Connection	\$1,950 * 1	\$1,950.00
6" wet tap to connect to main	\$3,800 * 1	\$3,800.00
Connect to 6" stub out	\$1,200 * 1	\$1,200.00
8" Gate Valve	\$1,500 * 2	\$3,000.00
8" * 6" reducer	\$850 * 2	\$1,700.00
1" water service	\$1,050 * 23	\$24,150.00
Service Connections	\$1,200 * 23	\$27,600.00
Directional Drill 2" service	\$1,000 * 9	\$9,000.00
Fire Hydrant	\$4,000 * 2	\$8,000.00
Open cut & repair Drive ways	\$725 * 10	\$7,500.00
Sod 2,200 Sq'	2.25 *2,200.	\$5,000.00
Testing & Disinfection	\$2,000 * 1	\$2,000.00
Permit Fee	\$500 * 1	\$500.00
Mobilization	\$10,000 * 1	\$10,000.00
TOTAL		\$140,400
BUDGET TOTAL		

EXHIBIT D: REIMBURSEMENT REQUEST FOR CDBG FUNDS

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: City of Fruitland Park, Patricia Ave, Construction of a New Water Line

SUBRECIPIENT: **City of Fruitland Park**

PAYROLL (Must have authorized timesheets and payroll information): \$ _____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$ _____

EQUIPMENT (Office, etc., along with procurement information): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature

Date

=====

For CDBG Use Only

ACCOUNT NUMBER:

SUBJECT TO PROGRAM INCOME YES _____ NO _____

SIGNATURE / DATE REVIEWED BY CDBG PROGRAM SPVR.

SIGNATURE / DATE APPROVED H & CS DIRECTOR

NOTES: _____

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

ITEM TITLE: Resolution 2022-039 Dissolve Recreation Fund

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Friday, August 19, 2022

SUBMITTED BY: City Attorney/City Treasurer

BRIEF NARRATIVE: Resolution 2022-039 Dissolve Recreation Fund.
This resolution dissolves the Recreation Fund and incorporate all activities into the General Fund effective 10/1/2022 for the next fiscal year.

FUNDS REQUIRED: None

ATTACHMENTS: Proposed resolution

RECOMMENDATION: Approval

ACTION: Adopt Resolution 2022-039

RESOLUTION 2022-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, MOVING THE RECREATION FUND INTO THE GENERAL FUND AND DISSOLVING THE RECREATION FUND; PROVIDING FOR DIRECTIONS AND FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission endorses sound financial policies and practices; and

WHEREAS, the City Commission has determined that the recreation fund for City recreation activities should be received in and disbursed from and accounted for in the City's general fund and not as a separate fund; and

WHEREAS, the City Commission desires to transfer the recreation fund and incorporate it into the general fund and then dissolve the recreation fund.

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

Section 1. Effective September 30, 2022, the recreation fund is transferred to and incorporated into the City's general fund and the recreation fund shall be dissolved.

Section 2. The Commission authorizes the City Manager and City Treasurer to take such action as is necessary to transfer said recreation fund to the general fund and dissolve the recreation fund.

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

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

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR
SEAL

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: 6b revised**

ITEM TITLE: Concrete Bollards – City Hall, Library, and Community Center Discussion

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Tuesday, August 16, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: **Concrete Bollards** At the July 14 and 28, 2022 regular meetings, the city commission discussed bollards (four for city hall, two for the library and two for the community center) which excludes shipping and installation.

FUNDS REQUIRED: CRA to be determined.

ATTACHMENTS: Bay to Bay proposal and bollard prices from Grainger

RECOMMENDATION:

ACTION: None

BAY TO BAY CONSTRUCTION

DATE: 5/10/2022

CHRIS HENRY
526 W. Mirror Lake DR.
Fruitland Park, FL 34731
352-551-7512
chrishenrybaytobay@gmail.com

PROPOSAL

JOB: COUMMITY, LIBRARY AND CITY HAUL BUILDINGS

CONTRACTOR: CITY OF FRUITLAND PARK

THIS PROPOSAL INCLUDES LABOR AND MATERIALS, INCLUDES SAWCUT CONCRETE TO MAKE WAY FOR NEW 6 INCH POST IN FRONT OF DOORWAY AREAS. ALL SAW CUTTING WILL BE DONE WITH WATER , ALL SPOILEDGE WILL BE HAULED OFF. AND SREAS CLEANED UP AFTER CONCRETE IS Poured BACK.

THIS PRICE FOR EACH AREA TO BE DONE WITH OIN 6 INCH PIPE BALLARED.

TOTAL PER ONE:

\$1,800.00 EACH

Security Bollard: Round, 24 in Outside Dia., 24...



WAUSAU TILE

Security Bollard: Round, 24 in Outside Dia., 24 in Overall Lg, 24 in Overall Wd, Sand

Item #39UP91

Mfr. Model TF6082W22 #

UNSPSC #46151505

Catalog Page #N/A

Country of Origin USA. Country of Origin is subject to change.

Technical Specs

Item	Security Bollard	Color	Sand
Shape	Round	Wall Thickness	2.0 in
Outside Dia.	24 in	Material	Concrete
Overall Length	24 in	Finish	Weather Stone
Overall Width	24 in	Net Weight	630 lb
Overall Height	19 in		

Web Price

\$473.27 / each

This item requires special shipping, additional charges may apply.

Qty
1

Add to Cart

Ship

Pickup

! Ships from supplier. Expected to arrive by end of Sep, 2022.

Ship to 30301 | [Change](#)

Shipping Weight 630 lbs

[Ship Availability Terms](#)

[Add to List](#)

Security Bollard: Round, 14 in Outside Dia., 14...



WAUSAU TILE

Security Bollard: Round, 14 in Outside Dia., 14 in Overall Lg, 14 in Overall Wd, Sand

Item #39UP38

Mfr. Model TF6000W22 #

UNSPSC #46151505

Catalog Page #N/A

Country of Origin USA. Country of Origin is subject to change.

Technical Specs

Item	Security Bollard	Color	Sand
Shape	Round	Wall Thickness	2.0 in
Outside Dia.	14 in	Material	Concrete
Overall Length	14 in	Finish	Weather Stone
Overall Width	14 in	Net Weight	250 lb
Overall Height	19 in		

Web Price

\$310.83 / each

This item requires special shipping, additional charges may apply.

Qty
1

Add to Cart

Ship

Pickup

Expected to arrive **Tue. Aug 23.**

Ship to 30301 | [Change](#)

Shipping Weight 250 lbs

[Ship Availability Terms](#)

[Add to List](#)

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

ITEM TITLE: ITB 2022-01 Public Works Building WWTP Discussion

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Tuesday, August 16, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: Invitation to Bid 2022-01 Public Works Building Wastewater Treatment Plant site on Spring Lake Road bid opening was held on August 10, 2022 where the following bids were received:

- Mar-Con Construction LLC dba Marbek Construction Company, \$3,283,800 and
- GSB Construction & Development Inc., \$3,234,000

FUNDS REQUIRED:

ATTACHMENTS: Bid opening, vendor bids and recommendation letter

RECOMMENDATION:

ACTION: None

**SECTION 00300
BID FORM**

DATE SUBMITTED: August 10, 2022

PROJECT IDENTIFICATION: **CITY OF FRUITLAND PARK
PUBLIC WORKS BUILDING AT WWTP
CITY OF FRUITLAND PARK BID NO. ITB 2022-01**

NAME OF BIDDER: GSB Construction & Development, Inc.

BUSINESS ADDRESS: 8470 NE 44th Drive, Suite B
Wildwood, Florida 34785

Telephone Number: 352-748-1949

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1529838

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. <u>1</u>	Dated <u>8/2/2022</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

NAME OF BIDDER: GSB Construction & Development, Inc.

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Bidder has given City Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

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

Item	Description	Estimated Quantity	Unit	Unit Price (In Words)	Unit Price (Numbers)	Total Price (Numbers)
1	Mobilization/Demobilization		LS			included
2	Maintenance of Traffic		LS			included
3	Survey/As-builts		LS			included
4	Tree Removal/Site Demo		LS			included
5	Silt Fence		LF			included
6	Construction Entrance		SY			included
7	SP9.5 Asphalt		SY			included
8	8" Limerock base		SY			included
9	12" Sub Base		SY			included
10	Striping		LS			included
11	Signage		LS			included
12	Earthwork/Fill		LS			included
13	Sod		SY			included
14	Repair Existing		LS			included
15	Testing		LS			included
16	3000 psi concrete paving		SY			included
17	Sidewalk		LF			included
18	Dumpster Pad & Wall		LS			included
19	Gravel Road Tie-in		LS			included
20	Mod Type 6 Inlet		EA			included
21	Mod Type D Curb		LF			included
22	Ribbon Cub		LF			included
23	8" PVC Water Main		LF			included
24	Water Main Fittings		LS			included
25	Fire Hydrant Assembly		EA			included
26	8" Gate Valve		EA			included
27	6" Gate Valve		EA			included
28	4" Gate Valve		EA			included
29	Wet Tap Existing Water Main		EA			included
30	3" Poly water service		LF			included
31	6" Fire line sprinkler Service		LF			included
32	4" Fire line sprinkler Service		LF			included
33	6" DCVA w/ FDC		EA			included
34	4" DCVA w/ FDC		EA			included
35	18" RCP Storm Pipe		LF			included
36	18" MES with Splash Pad		EA			included

Subtotal 800,000.00
 110% Payment and Performance Bond 12,000.00
 Total Price 812,000.00
 TOTAL BASE BID PRICE for the Contract (Sum of Items 1-36 plus bonds):

Eight Hundred Twelve Thousand Dollars \$ 812,000.00
 (In Words) (In Figures)

<u>Division #</u>	<u>Description</u>	<u>Material Cost</u>	<u>Total Cost</u> Labor Costs
DIV 03	Concrete	\$ included	\$ 210,000
DIV 04	Masonry	\$ included	\$ 175,000
DIV 05	Metals	\$ included	\$ included
DIV 06	Wood & Plastics	\$ included	\$ 20,000
DIV 07	Thermal / Moisture Protection	\$ included	\$ 35,000
DIV 08	Door, Windows & Hardware	\$ included	\$ 250,000
DIV 09	Finishes	\$ included	\$ 300,000
DIV 10	Specialities	\$ included	\$ 70,000
DIV 12	Furnishings	\$ included	\$ 7,000
DIV 13	Metal Building	\$ included	\$ 308,000
DIV 21	Fire Suppresion	\$ included	\$ 75,500
DIV 22	Plumbing	\$ included	\$ 170,000
DIV 23	HVAC	\$ included	\$ 280,500
DIV 26	Electrical	\$ included	\$ 486,000
DIV 28	Fire Alarm	\$ included	\$included in electric
DIV 32	Exterior Improvements	\$ included	\$ included
Other List		\$	\$

Subtotal

Subtotal (Materials & Labor)	\$ <u>2,387,000.00</u>
100% Payment and Performance Bond	\$ <u>35,000.00</u>
Total Base Bid Price	\$ <u>2,422,000.00</u>

For Architectural, Structural, Plumbing, Mechanical & Electrical Scope of Work

two million four hundred-twenty two thousand dollars \$ 2,422,000.00
(In Words) (In figures)

FRUITLAND PARK PUBLIC WORKS - PROJECT TOTAL BASE BID PRICE

Includes Civil, Architectural, Structural, Plumbing, Mechanical & Electrical Scope of Work

Three million two hundred-thirty four thousand dollars \$ 3,234,000.00
(In Words) (In figures)

NAME OF BIDDER: GSB Construction & Development, Inc.

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

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

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

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

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

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

NAME OF BIDDER: GSB Construction & Development, Inc.

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

SOLE PROPRIETORSHIP

(Individual's Signature) (SEAL)

(Individual's Name) (SEAL)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

NAME OF BIDDER: GSB Construction & Development, Inc.

A PARTNERSHIP

(Partnership Name) (SEAL)

(General Partner's Signature)

(General Partner's Name)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

NAME OF BIDDER: GSB Construction & Development, Inc.

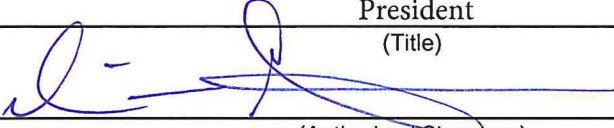
A CORPORATION

GSB Construction & Development, Inc.
(Corporation Name)

Florida
(State of Incorporation)

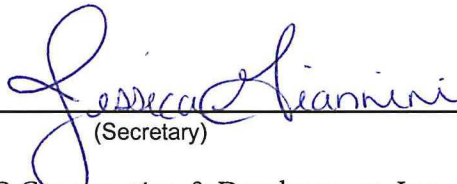
BY Dominic Giannini
(Name of Person Authorized to Sign)

President
(Title)


(Authorized Signature)



(CORPORATE SEAL)

ATTEST Jessica Giannini 
(Secretary)

Doing Business as: GSB Construction & Development, Inc.

Business Address: 8470 NE 44th Drive, Suite B
Wildwood, Florida 34785

Telephone No.: 352-748-1949

Corporation President Dominic Giannini

Florida License No.: CGC1529838

NAME OF BIDDER: GSB Construction & Development, Inc.

A JOINT VENTURE

By _____ (Name) (SEAL)

By _____ (Address)

By _____ (Name) (SEAL)

By _____ (Address)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

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

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

Surety's Name: _____

Surety's Address: _____

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

END OF SECTION

**SECTION 00301
QUESTIONNAIRE**

DATE August 10, 2022

PROJECT IDENTIFICATION:

City of Fruitland Park – Public Works Building at WWTP

NAME OF BIDDER: GSB Construction & Development, Inc.

BUSINESS ADDRESS: 8470 NE 44th Drive, Suite B Wildwood, Florida 34785

TELEPHONE NO.: 352-748-1949

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1529838

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

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

2

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

Hardage Giddens Funeral Home \$2 million

Estimated completion 9/2022

Owner: SCI Funeral Services of Florida, LLC

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

No

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

Lake County - Dave Burgess

Lake County - Electron Machine Corp Hangar - GAI Consultants

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

Yes

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

Yes, all trades.

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

N/A

8. What equipment will you purchase for the Work?

N/A

9. What equipment will you rent for the Work?

N/A

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

N/A - See Bonding letter.

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

GSB Construction & Development, Inc.

END OF SECTION

**SECTION 00301-A
SUBCONTRACTOR LISTING**

List all proposed Subcontractors to be used for this Project.

Firm Name: Alex-Cor. Inc.
Address: 1300 Lucas Street Leesburg, Florida 34748
Telephone No: (352) 326 - 9566
Trade: Concrete **Estimated Dollar Amount:** \$450,000.00

Firm Name: Professional Dirt Service
Address: 10 W Lake View Ave. Eustis, Florida 32726
Telephone No: (352) 589 - 7000
Trade: Site Work **Estimated Dollar Amount:** \$550,000.00

Firm Name: Orlando Metal Building Erectors
Address: 17540 SE 294th Court Road Umatilla, Florida 32784
Telephone No: (407) 917 - 9762
Trade: Steel **Estimated Dollar Amount:** \$400,000.00

Firm Name: South Lake Electric, Inc.
Address: 11013 State Road 33 Groveland, Florida 34736
Telephone No: (352) 429 - 2624
Trade: Electric **Estimated Dollar Amount:** \$420,000.00

Firm Name: Southern Plumbing of Ocala
Address: 1717 NW 58 Lane Ocala, Florida 34475
Telephone No: (352) 629 - 2747
Trade: Plumbing **Estimated Dollar Amount:** \$160,000.00

Firm Name: Allman's A/C
Address: 3664 CR 561 Tavares, Florida 32778
Telephone No: (352) 735 - 6279
Trade: HVAC **Estimated Dollar Amount:** \$250,000.00

Firm Name: Elite Fire Protection, Inc.
Address: 4145 County Rd 561 Tavares, Florida 32778
Telephone No: (352) 639 - 4119
Trade: Fire Protection **Estimated Dollar Amount:** \$60,000.00

END OF SECTION

SECTION 00410
BID BOND

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

Signed, this 10th day of August, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF FRUITLAND PARK, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **City of Fruitland Park – Public Works Building at WWTP**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

GSB Construction & Development, Inc.

By:  (L.S.)

DOMINIC GIANNINI

Title: President

Attest: Jessica Giannini, V.P.

Signature and Title

Surety (Print Full Name):

U.S. Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 

Signature (attach power of attorney)

Sarah K. O'Linn*

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

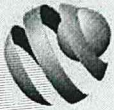
Attest: 

Signature and Title Lisa A. Roseland, Witness

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

*Inquiries: (407) 786-7770

END OF SECTION



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Teresa L. Durham, Gloria A. Richards, Robert P. O'Linn, Sarah K. O'Linn, Cheryl A. Foley, Emily J. Golecki

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Twenty Five Million***** Dollars (***25,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



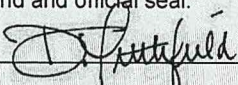
By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10th day of August, 2022.

Corporate Seals
Bond No. N/A
Agency No. 11520




Kio Lo, Assistant Secretary



FLORIDA SURETY BONDS, INC.

Maitland, FL
407-786-7770

www.FloridaSuretyBonds.com

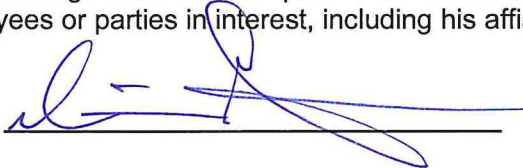
**SECTION 00480
NONCOLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Sumter

Dominic Giannini, being first duly sworn deposes and says that:

1. He is the President, of GSB Construction & Dev., Inc., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By 

Sworn and subscribed to before me this 10 day of August, 2022, in the State of Florida, County of Sumter.

Cheri Wyar Notary Public

My Commission Expires: 4-8-2025



END OF SECTION

**SECTION 00490
TRENCH SAFETY AFFIDAVIT**

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

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

Trench Safety Item (Description) Cost

City of Fruitland Park – Public Works Building at WWTP

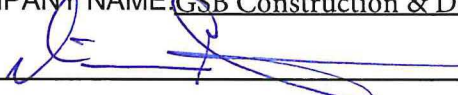
A. Trench Box

Ten Thousand Dollars
(Cost in Words)

TOTAL \$ 10,000.00

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

COMPANY NAME: GSB Construction & Dev., Inc. DATE: 8-10-22

BY: 

END OF SECTION

BIDDER CERTIFICATION

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

Signature  Date Signed 8-10-22

Printed Name Dominic Giannini Title President

Title President Telephone Number (352) 748-1949

Company GSB Construction & Development, Inc Fax Number (352) 748-1065

Address 8470 NE 44th Drive, Suite B City/State Wildwood, FL Zip 34785

Email dgiannini@gsbconstructioninc.com

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
GSB Construction & Development, Inc.

(Print or Type Name of Firm)

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

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

[Signature]
Authorized Signature

8-10-22
Date Signed

State of: Florida

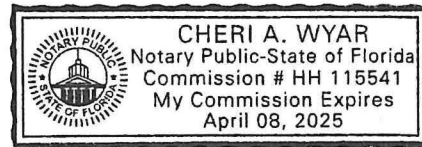
County of: Sumter

Sworn to and subscribed before me this 10 day of August, 2022

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

Cheri Wyar
Signature of Notary

My Commission Expires 4-8-2025



END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2022

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

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

PRODUCER Lassiter-Ware Insurance 1317 Citizens Blvd. Leesburg FL 34748	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Lari Harville</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (800) 845-8437</td> <td>FAX (A/C, No): (888) 883-8680</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: LariH@lassiterware.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: American Casualty Co-Reading</td> <td>NAIC #: 20427</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: American Builders Insurance Company</td> <td>11240</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Lari Harville		PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680	E-MAIL ADDRESS: LariH@lassiterware.com		INSURER(S) AFFORDING COVERAGE		INSURER A: American Casualty Co-Reading	NAIC #: 20427	INSURER B: Continental Insurance Company	35289	INSURER C: American Builders Insurance Company	11240	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED GSB Construction & Development, Inc. 8470 NE 44th Drive, Suite B WILDWOOD FL 34785																					

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	7011970534	01/05/2022	01/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7011970548	01/05/2022	01/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 7011970565	01/05/2022	01/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A WCV 0311777 01	01/05/2022	01/05/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment Rented/Leased Equipment			7011970534	01/05/2022	01/05/2023	Contractors Equip \$ 10,000 R/L Equip \$ 150,000

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

The attached page(s) noting additional terms, conditions, coverage and/or comments applies.
 All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.
 City of Fruitland Park, Owner, Contractor, Subcontractors, Engineer, and Engineer's consultants are included as additional insured under the terms and conditions of the endorsement forms and General Liability policy, when additional insured status is required by written contract.

CERTIFICATE HOLDER City of Fruitland Park 506 W Berkman St Fruitland Park FL 34731	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

GIANNINI, DOMINIC ANTONIO

GSB CONSTRUCTION & DEVELOPMENT, INC.
8470 NE 44TH DR STE B
WILDWOOD FL 34785

LICENSE NUMBER: CGC1529838

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

RECEIVED
AUG 10 2022
By *R. L. ...*

GSB Construction & Development
8470 NE 44th DRIVE, SUITE B
WILDWOOD, FL 34785

TO:

City Of Fruitland Park
506 West Berkman Street
Fruitland Park, Florida 34731
ITB 2022-01

SEALED BIDS

CITY OF FRUITLAND PARK
ITB 2022-01
PUBLIC WORKS BUILDING AT WATER WASTEWATER TREATMENT PLAN
BID OPENING

August 10, 2022

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, FL 34731
3:00 p.m.

The City of Fruitland Park Bid Opening on Invitation to Bid (ITB) Number 2022-01 for the city's public works building at the water and wastewater treatment plant site on Spring Lake Road, Fruitland Park, Florida was held on Wednesday, August 10, 2022 at 3:00 p.m. with the following present:

Messrs. "Mike" Michael B. Latham, GatorSketch Architects (moderator) Brett Tobias, Half Inc.; Public Works Director Robb Dicus, and City Clerk Esther Coulson.

At 3:00 p.m., the name of the following firms -- whose timely qualification bid packages were received, formally opened and conditionally accepted for consideration -- were announced and recorded on the sheet; a copy of which is filed with the supplemental papers to the minutes of this bid opening:

- Mar-Con Construction LLC dba Marbek Construction Company, Clermont, \$3,283,800
- GSB Construction & Development Inc., Wildwood, \$3,234,000

Mr. Latham determined that the vendors' submitted written responses will be considered at the August 26, 2022 City of Fruitland Park's regular commission meeting at 6:00 p.m.

The proceedings concluded at 3:07 p.m.

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

Attest:

Esther Coulson, City Clerk

Original

**SECTION 00300
BID FORM**

DATE SUBMITTED: August 10th, 2022

PROJECT IDENTIFICATION: **CITY OF FRUITLAND PARK
PUBLIC WORKS BUILDING AT WWTP
CITY OF FRUITLAND PARK BID NO. ITB 2022-01**

NAME OF BIDDER: Mar-Con Construction, LLC d.b.a. Marbek Construction

BUSINESS ADDRESS: 614 East Highway 50 Suite 324 Clermont, FL 34711

Telephone Number: 352-242-1084

CONTRACTOR'S FLORIDA LICENSE NO.: CGC048743

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

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

	No. <u>1</u>	Dated <u>8/2/2022</u>	No. _____	Dated _____
Responses	No. <u>1</u>	Dated <u>8/2/2022</u>	No. _____	Dated _____
Responses	No. <u>2</u>	Dated <u>8/5/2022</u>	No. _____	Dated _____
	No. _____	Dated _____	No. _____	Dated _____
	No. _____	Dated _____	No. _____	Dated _____
	No. _____	Dated _____	No. _____	Dated _____

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Bidder has given City Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

<u>Division #</u>	<u>Description</u>	<u>Material Cost</u>	<u>Labor Costs</u>
DIV 03	Concrete	\$	\$ 299,800.00
DIV 04	Masonry	\$	\$ 135,000.00
DIV 05	Metals	\$	\$ 19,400.00
DIV 06	Wood & Plastics	\$	\$ 26,475.00
DIV 07	Thermal / Moisture Protection	\$	\$ 15,568.00
DIV 08	Door, Windows & Hardware	\$	\$ 248,793.00
DIV 09	Finishes	\$	\$ 132,312.00
DIV 10	Specialities	\$	\$ 65,000.00
DIV 12	Furnishings	\$	\$ 0
DIV 13	Metal Building	\$	\$ 350,000.00
DIV 21	Fire Suppresion	\$	\$ 30,000.00
DIV 22	Plumbing	\$	\$ 122,990.00
DIV 23	HVAC	\$	\$ 193,000.00
DIV 26	Electrical	\$	\$ 444,600.00
DIV 28	Fire Alarm	\$	\$ INCL
DIV 32	Exterior Improvements	\$	\$ In Site
Other List	Misc.	\$	\$ 276,499.00

Subtotal

Subtotal (Materials & Labor)	\$	<u>2,359,437.00</u>
100% Payment and Performance Bond	\$	<u>49,363.00</u>
Total Base Bid Price	\$	<u>2,408,800.00</u>

For Architectural, Structural, Plumbing, Mechanical & Electrical Scope of Work

<u>Two Million Five Hundred Seventeen Thousand Four Hundred Ninety Four</u>	\$	<u>2,408,800.00</u>
(In Words)		(In figures)

FRUITLAND PARK PUBLIC WORKS - PROJECT TOTAL BASE BID PRICE
Includes Civil, Architectural, Structural, Plumbing, Mechanical & Electrical Scope of Work

<u>Three Million Two Hundred Eighty Three Thousand Eight Hundred Dollars</u>	\$	<u>3,283,800.00</u>
(In Words)		(In figures)

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

Item	Description	Estimated Quantity	Unit	Unit Price (In Words)	Unit Price (Numbers)	Total Price (Numbers)
1	Mobilization/Demobilization		LS			
2	Maintenance of Traffic		LS		1	5000
3	Survey/As-builts		LS		1	35000
4	Tree Removal/Site Demo		LS		1	25000
5	Silt Fence		LF		1	7375
6	Construction Entrance		SY		1	5500
7	SP9.5 Asphalt		SY		1	65000
8	8" Limerock base		SY		1	65700
9	12" Sub Base		SY		1	26625
10	Striping		LS		1	7500
11	Signage		LS		1	7500
12	Earthwork/Fill		LS		1	32812
13	Sod		SY		1	19500
14	Repair Existing		LS		1	5000
15	Testing		LS		1	4500
16	3000 psi concrete paving		SY		1	114000
17	Sidewalk		LF		1	12000
18	Dumpster Pad & Wall		LS		1	8500
19	Gravel Road Tie-in		LS		1	5500
20	Mod Type 6 Inlet		EA		1	37000
21	Mod Type D Curb		LF		1	12250
22	Ribbon Cub		LF		1	12250
23	8" PVC Water Main		LF		1	49200
24	Water Main Fittings		LS		1	15000
25	Fire Hydrant Assembly		EA		1	24750
26	8" Gate Valve		EA		1	7500
27	6" Gate Valve		EA		1	3000
28	4" Gate Valve		EA		1	2750
29	Wet Tap Existing Water Main		EA		1	6750
30	3" Poly water service		LF		1	22500
31	6" Fire line sprinkler Service		LF		1	5000
32	4" Fire line sprinkler Service		LF		1	4000
33	6" DCVA w/ FDC		EA		1	16500
34	4" DCVA w/ FDC		EA		1	11500
35	18" RCP Storm Pipe		LF		1	32400
36	18" MES with Splash Pad		EA		1	8000

Subtotal 850,000.00
 110% Payment and Performance Bond 25,500.00
 Total Price 875,000.00
 TOTAL BASE BID PRICE for the Contract (Sum of Items 1-36 plus bonds):

Eight Hundred Seventy Five Thousand Dollars **\$ 875,000.00**
 (In Words) (In Figures)

NAME OF BIDDER: Marbek Construction

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

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

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

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

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

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

SECTION 00410
BID BOND

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

Signed, this 9th day of August, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF FRUITLAND PARK, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **City of Fruitland Park – Public Works Building at WWTP**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

MARDEX CONSTRUCTION Co

By:  (L.S.)

RICK A. MURCK

Title: PRESIDENT

Attest: 

Signature and Title

Surety (Print Full Name):


NGM Insurance Company (Seal)

Surety's Name and Corporate Seal

By:  Chris Thomas

Signature (attach power of attorney)

Title: Attorney-In-Fact

Attest:  Savannah Johnson, Secretary

Signature and Title

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

END OF SECTION

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Daniel Oaks, Chris Thomas**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loa K. Penite



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

4th day of August, 2022.

Nancy Giordano-Ramos
Nancy Giordano-Ramos, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



Similar Projects / References

Project Name Orange County EMS Renovations
Owner Orange County BOCC
Contact Ralph Odom
Address 409 South Street, Orlando, FL 32804

Telephone Number/Email Address 407-836-0038 / ralphie.odomjr@ocfl.net

Contract Number and Amount # \$ 1,160,800.00

Change Orders \$ 253,811

Final Contract \$ 1,414,611

Completed on Schedule? Yes No Date: 9/2017

Project Name Rogers Park Pavillion
Owner City of Leesburg
Contact DC Maudlin
Address 550 S 14th Street Leesburg, FL 33585

Telephone Number/Email Address 352-435-9442 / dc.maudlin@leesburgflorida.gov

Contract Number and Amount # \$ 520,000

Change Orders \$ 24,837

Final Contract \$ 544,837

Completed on Schedule? Yes No Date: 6/2017

Project Description Design / Construction of Pavillion Park Project



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MARCHAND, RICK A

MARBEEK CONSTRUCTION COMPANY
10401 CALLE DE FLORES DR
CLERMONT FL 34711

LICENSE NUMBER: CGC048743

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

**SECTION 00301
QUESTIONNAIRE**

DATE August 10th, 2022

PROJECT IDENTIFICATION:

City of Fruitland Park – Public Works Building at WWTP

NAME OF BIDDER: Marbek Construction

BUSINESS ADDRESS: 614 East Highway 50 Suite 324, Clermont, FL 34711

TELEPHONE NO.: 352-242-1084

CONTRACTOR'S FLORIDA LICENSE NO.: CGC048743

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

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

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?
Captive Aire Systems Warehouse in Groveland, FL. 72,000 SF Pre-Engineered Metal Building to be used as a manufacturing facility.
Contact: Brandon Hafner 919-427-1646

3. Have you ever failed to complete work awarded to you? If so, where and why?
No

4. Name three (3) municipalities for which you have performed work and to which you refer:
City of Clermont
City of Leesburg
City of Minneola

5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?
Yes, we see no anticipated issues.

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

Yes; Sitework, Masonry, Pre-Engineered Metal Buildings, Mechanical, Plumbing, Electrical.

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

Skid Steer, Corporate Truck, Trailers

8. What equipment will you purchase for the Work?

N/A

9. What equipment will you rent for the Work?

As Needed

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

2021 Income Statement attached behind this questionnaire.

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

Mar-Con Construction, LLC d.b.a. Marbek Construction

END OF SECTION

Marbek Construction

Profit and Loss

January - December 2021

	TOTAL
Income	
[2020] 5205 Orange Ave (Income)	36,466.96
[2020] Captive Aire Phase III (Income)	4,303,288.29
[2020] Crystal River Airport (Income)	706,986.43
[2020] Fuel Canopy (Income)	14,220.90
[2020] Joe's Car Wash #2 (Income)	455,656.40
[2020] Raindancer Car Wash (Income)	785,458.03
[2020] RCC Control Complex (Income)	93,185.62
[2021] Captive Aire (Shear Pad #2) (income)	9,720.00
[2021] Captive Aire Approach Drive (Income)	19,340.00
[2021] Captive Aire Fast Door Jam Repair (Income)	4,800.00
[2021] Captive Aire Laser Pad (Income)	109,792.00
[2021] Captive Aire Lighting Protection (Income)	9,243.00
[2021] Captive Aire Phase III (Site Work) Income	1,102,282.45
[2021] Captive Aire Pit Infill (Income)	9,300.00
[2021] Captive Aire Ramp Repairs (Income)	7,737.00
[2021] Captive Aire Shear Pad (Income)	10,840.00
[2021] Doc's Car Wash (Income)	105,002.34
[2021] Four Corners Plaza (Income)	10,000.00
[2021] Inverness Hangar Door Replacement (Income)	52,463.28
[2021] Karma Housing (Income)	18,500.00
[2021] Lift Table Pad (Income)	2,500.00
[2021] Orange County Shelter Repair (Income)	5,500.00
[2021] Southern Express Car Wash (Income)	553,488.74
Total Income	\$8,425,771.44
Cost of Goods Sold	
Subcontractors	
Electrical Subcontractor	10,000.00
Total Subcontractors	10,000.00
[2019] 192 Shoppes (Job Expenses)	424.00
[2019] Captive Aire Phase II (Expense)	3,913.92
[2020] 5205 Orange Ave (Expenses)	32,174.49
[2020] Captive Aire Phase III (Expenses)	3,857,602.60
[2020] Crystal River Airport (Expenses)	684,390.99
[2020] Fuel Canopy (Expenses)	4,490.00
[2020] Joe's Car Wash #2 (Expenses)	387,876.00
[2020] Raindancer Car Wash (Expenses)	805,216.65
[2020] RCC Control Complex (Expense)	44,381.75
[2020] The Bridge (Expenses)	-5,545.60
[2021] 446 Long & Winding (Expenses)	1,000.00
[2021] Captive Aire (Shear Pad #2) (Expenses)	8,100.00
[2021] Captive Aire Approach Drive (Expenses)	18,590.00

Marbek Construction

Profit and Loss

January - December 2021

	TOTAL
[2021] Captive Aire Fast Door Jam Repair (Expenses)	4,600.00
[2021] Captive Aire Laser Pad (Expenses)	95,150.63
[2021] Captive Aire Lighting Protection (Expense)	7,033.00
[2021] Captive Aire Phase III (Site Work) Expenses	942,327.92
[2021] Captive Aire Ramp Repairs (Expenses)	6,000.00
[2021] Doc's Car Wash (Expenses)	65,938.27
[2021] Four Corners Plaza (Expenses)	5,000.00
[2021] Inverness Hangar Door Replacement (Expenses)	55,188.50
[2021] Karma Housing (Expenses)	16,938.00
[2021] Lift Table Pad (Expenses)	8,400.00
[2021] Southern Express Car Wash (Expenses)	512,509.14
Total Cost of Goods Sold	\$7,571,700.26
GROSS PROFIT	\$854,071.18
Expenses	
2020 Overhead	4,590.48
Advertising & Marketing	74,771.69
ATM Withdrawal & Fees	1,166.45
Bank Charges & Fees	147.68
Bonus	10,000.00
Car & Truck	62,732.92
Corporate Gift	187.24
Credit Repayment	148,140.85
Depreciation Expense	3,214.00
Dues and Subscriptions	48.90
Insurance	118,940.52
Legal & Professional Services	6,042.75
Meals & Entertainment	15,122.38
Office Maintenance	4,126.99
Office Supplies & Software	26,596.52
Payroll	318,851.18
Professional Fees	2,200.00
Reimbursable Expenses	117.52
Rent & Lease	4,800.00
Repairs & Maintenance	4,206.48
Small Tool	375.83
Taxes & Licenses	7,137.11
Transportation	1,638.00
Travel	15,707.31
Travel & Ent	1,132.76
Lodging	102.95
Total Travel & Ent	1,235.71

Marbek Construction

Profit and Loss

January - December 2021

	TOTAL
Utilities	12,837.03
Total Expenses	\$844,935.54
NET OPERATING INCOME	\$9,135.64
Other Income	
Interest Earned	306.88
Rebate	66.39
Refund	3,279.14
Total Other Income	\$3,652.41
NET OTHER INCOME	\$3,652.41
NET INCOME	\$12,788.05

**SECTION 00301-A
SUBCONTRACTOR LISTING**

List all proposed Subcontractors to be used for this Project.

Firm Name: Foshee Construction
Address: 300 Virginia Street, Minneola, FL 34715
Telephone No: (352)394-7211
Trade: Site Work **Estimated Dollar Amount:** \$750,000

Firm Name: Marbek Construction
Address: 614 East Highway 50 Suite 324, Clermont, FL 34711
Telephone No: (352) 242 - 1084
Trade: Concrete & Masonry **Estimated Dollar Amount:** \$435,000

Firm Name: Reel Steel Construction
Address: 1400 Park Commerce Ct. St Cloud, FL 34769
Telephone No: (407)709-1837
Trade: Pre-Engineered Metal Building **Estimated Dollar Amount:** \$360,000

Firm Name: Weaver Fire Protection
Address: 15370 CR 565A, B, Groveland, FL 34736
Telephone No: (407)467-9629
Trade: Fire Sprinkler **Estimated Dollar Amount:** \$30,000

Firm Name: Design Plumbing Solutions
Address: 310 Almond Street, Clermont, FL 34711
Telephone No: (352)444-0558
Trade: Plumbing **Estimated Dollar Amount:** \$122,000

Firm Name: Air Control Heating & Air Conditioning
Address: 3330 Lake Helen Osteen Rd. Deltona, FL
Telephone No: (352)242-8464
Trade: HVAC **Estimated Dollar Amount:** \$193,000

Firm Name: Electric Services Inc.
Address: _____
Telephone No: (352)787-1322
Trade: Electrical **Estimated Dollar Amount:** \$444,600

END OF SECTION

**SECTION 00480
NONCOLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Lake

Rick Marchand, being first duly sworn deposes and says that:

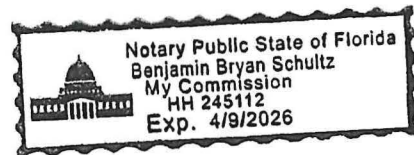
1. He is the President, of Marbek Construction, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By  _____

Sworn and subscribed to before me this 10th day of August, 2022, in the State of

Florida, County of Lake.

 _____ Notary Public



My Commission Expires: 4/9/2026

END OF SECTION

**SECTION 00490
TRENCH SAFETY AFFIDAVIT**

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

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

Trench Safety Item (Description) Cost

City of Fruitland Park – Public Works Building at WWTP

A. Banking / Sloping

(Cost in Words)

TOTAL \$ 10⁰⁰

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

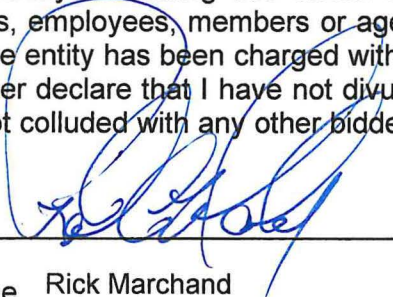
COMPANY NAME: Marbek Construction DATE: August, 10th, 2022

BY: 

END OF SECTION

BIDDER CERTIFICATION

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

Signature  Date Signed August 10th, 2022

Printed Name Rick Marchand Title President

Title President Telephone Number (352) 242-1084

Company Marbek Construction Fax Number (N/A)

Address 614 East Highway 50 Suite 324 City/State Clermont, FL Zip 34711

Email rick@marbekconstruction.com

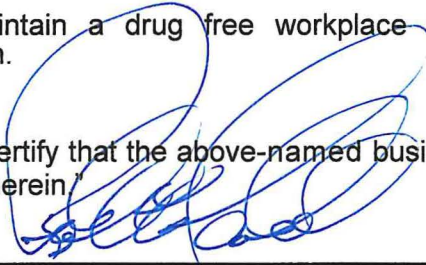
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
Mar-Con Construction, LLC d.b.a. Marbek Construction

(Print or Type Name of Firm)

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

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



Authorized Signature

August 10th, 2022

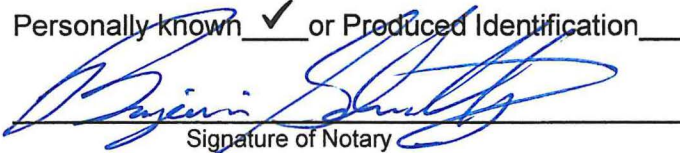
Date Signed

State of: Florida

County of: Lake

Sworn to and subscribed before me this 10th day of August, 2022

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


Signature of Notary

My Commission Expires 4/9/2026



END OF DOCUMENT

NAME OF BIDDER: Marbek Construction

A CORPORATION

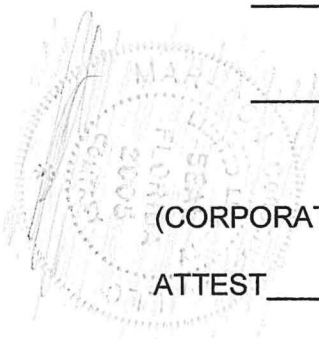
Mar-Con Construction, LLC d.b.a. Marbek Construction (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Rick Marchand
(Name of Person Authorized to Sign)

President
(Title)

[Signature]
(Authorized Signature)



(CORPORATE SEAL)

ATTEST [Signature]
(Secretary)

Doing Business as: Marbek Construction

Business Address: 614 East Highway 50, Suite 324, Clermont, FL 34711

Telephone No.: 352-242-1084

Corporation President Rick Marchand

Florida License No.: CGC048743 | 20-4065455

DESCRIPTIONS (Continued from Page 1)

Primary & Non-Contributory with respects to General Liability if required by written contract per
Primary & Non-Contributory - Other Insurance Condition Form CG2001(04-13)

*Blanket Waiver of Transfer of Rights of Recovery Against Others TO US with respect to General Liability
if required by written contract is included per endorsement Waive of Transfer of Rights of Recovery Against
Others To US FORM CG2404(05-09)

*Blanket Additional Insured status is granted with respects to Automobile if required by written
Contract Permit or Agreement per Commercial Automobile Elite Endorsement Form 64-8722(FL 10-18)

*Blanket Waiver of Subrogation with respects to Automobile if required by written contract is
included per Commercial Automobile Elite Endorsement FORM 64-8722 (FL 10-18)

Excess Follow Forms to underlying General Liability and Automobile

DEDUCTIBLE

Bodily Injury / Property Damage Combined and Personal & Advertising Injury Per Occurrence(Including Loss
Adjustment Expense - \$2,500

Claims Involving Uninsured/Underinsured Subcontractors (MEGL 1288-01-18) - \$15,000

Medical Expenses Deductible \$5,000 Basically excluded. By showing a limit and deductible.

** Supplemental Name **

First Supplemental Name applies to all policies - Mar Con Construction LLC. DBA MARBEK Construction Co



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2022

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

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

PRODUCER Bouchard Insurance for FrankCrum 101 Starcrest Drive Clearwater, FL 33758	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED FrankCrum 9, Inc. Alt. Emp: Mar-Con Construction LLC dba: Marbek Construction Co 100 South Missouri Avenue Clearwater, FL 33756	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 40142

COVERAGES **CERTIFICATE NUMBER:** 22FL0801010505 **REVISION NUMBER:**

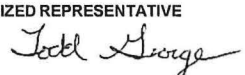
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 47-58-512-11	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
				Location Coverage Period:	06/01/2022	06/01/2023	Client# 90063-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to:

Mar-Con Construction LLC dba: Marbek Construction Co
 614 E Hwy 50 Ste 324
 Clermont, FL 34711

CERTIFICATE HOLDER City of Fruitland Park 506 W Berckman St. Fruitland Park, FL 34731	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Construction Co.

614 East Highway 50, Suite 324
Clermont, FL
CGC048743



SEALED BID

City of Fruitland Park
Public Works Building
August 10th, 2022 3:00PM

ATTN: Gary LaVenja



VIA EMAIL glavenia@fruitlandpark.org

August 11, 2022

Gary LaVenia
City Manager
City of Fruitland Park
506 West Berckman Street
Fruitland Park, FL 34731

RE: PUBLIC WORKS BUILDING AT WWTP (HALFF AVO 043866.056)

Dear Mr. Lavenia:

We have reviewed the bid packages for completeness and accuracy and have checked bid requirements for the apparent low bidder, GSB Construction & Development, Inc. Based upon our review of the submittal package, we recommend approval of the low bid in the amount of \$812,000.00 (site work), to GSB Construction & Development, Inc.

Prior to entering into a contract with GSB Construction & Development, Inc., GSB should provide unit prices for all items listed in the site work bid sheet so that it can be used to evaluate pay applications, and any potential change orders.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to read "B. Tobias", is positioned above the typed name.

Brett J. Tobias, P.E.
Team Leader

BJT:am

Cc: Esther Coulson, City Clerk, MMC, City of Fruitland Park (via email)

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

ITEM TITLE: RFQ 2022-01 Professional Engineering and Surveying Services Discussion

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Tuesday, August 16, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: Request for Qualification 2022-01 Professional Engineering and Surveying Services opening was held on July 28, 2022 where the following bids were received:

- Forefront Architecture and Engineering, Clermont and
- Wright-Pierce Engineering and Better Environment, Maitland

FUNDS REQUIRED:

ATTACHMENTS: Bid opening and vendor bids

RECOMMENDATION:

ACTION: None

, Chair

Esther B. Coulson, City Clerk

At the date and time specified, all timely qualifications packages that have been accepted by the city will be formally opened and conditionally accepted for consideration. The names of the firms submitting packages will be read aloud and recorded. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings should contact the City Hall in Fruitland Park 352-360-6790 at least five (5) days prior to the scheduled opening date.

City Clerk
City of Fruitland Park
506 West Berckman Street
Fruitland Park, Florida 34731
Fax (352) 360-6686
Email: ecoulson@fruitlandpark.org



FOREFRONT
ARCHITECTURE + ENGINEERING



Request for Qualifications

RFQ 2022 001 PROFESSIONAL ENGINEERING AND
SURVEYING SERVICES

Documents Prepared for
City of Fruitland Park



Original

Contact Person:
Todd Drennan
toddd@ff-ae.com
Phone: (352) 708-7001

Forefront Architecture + Engineering
1230 Oakley Seaver Dr. #100, Clermont FL 34711

Phone: 888.850.3323
Email: info@ff-ae.com

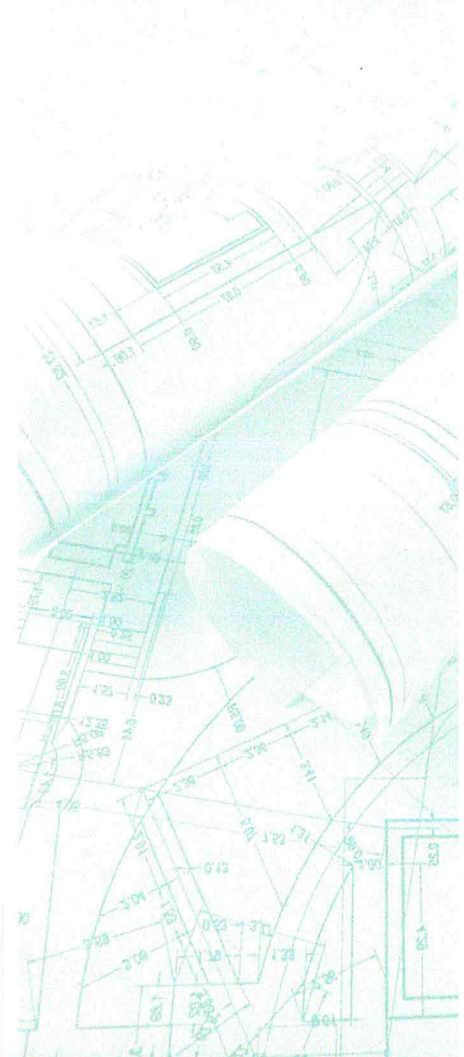


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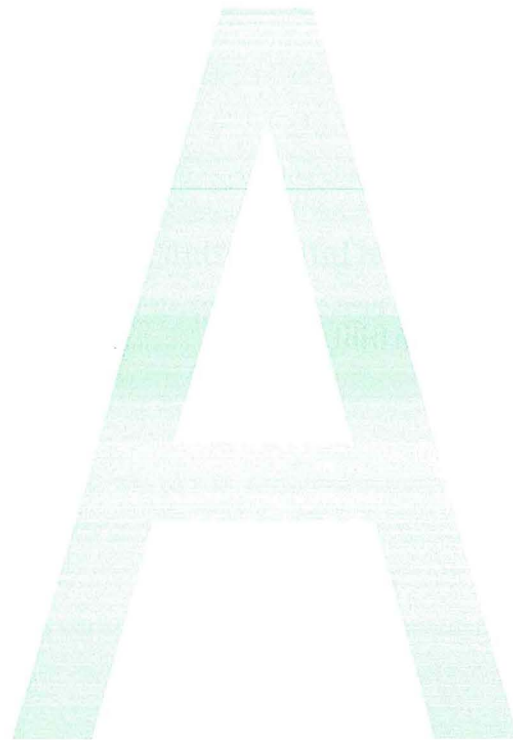
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TAB A

Statement of Interest



Forefront Architecture and Engineering
1230 Oakley Seaver Drive
Suite 100
Clermont, FL 34711



July 26th 2022

Gary La Venia, City Manager
City of Fruitland Park
506 W Berchman St
Fruitland Park, Florida 34731

Reference: RFQ - 2022-001 Professional Engineering and Surveying Services

Dear Members of the Selection Committee:

Forefront Architecture and Engineering (Forefront) is firmly committed to providing the necessary resources to the City of Fruitland Park (the City) to perform the tasks identified in the RFQ for Professional Engineering and Surveying Services. We are submitting this proposal to demonstrate our qualifications and abilities to complete those tasks. Additionally, our capability is exemplified by our current continuing services contracts for Lake County, Florida, and a recent opportunity awarded from the City of St. Cloud. We pledge to provide the most technically competent and experienced team of professionals to support the City of Fruitland Park's needs, when and where you need us. Specifically, we offer the City the following benefits:

A DEDICATED AND EXPERIENCED LOCAL TEAM - A resident of Leesburg and leading the Forefront team is our **Client Account Manager, Todd Drennan, AIA LEED**. He will guide our team and remain involved from inception through completion of each project. Todd will be supported by **Project Manager, Courtney Larue**, who will manage the day-to-day operations of this contract. Forefront's Clermont office is located less than 30 miles from the City of Fruitland Park with many of our staff live in the surrounding areas. Working alongside Todd and Courtney is a qualified team of specialized staff that will ensure the project follows all the city's requirements. These professionals have a combined background of well over 100 years of engineering, architecture and related construction experience.

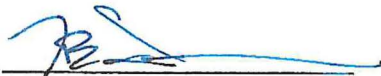
FULL-SPECTRUM CAPABILITIES WITH SPECIALIZED EXPERTISE - Forefront offers the City a team comprised of both architects and engineers, this allows our team to have a **comprehensive solution for the industry and meet the City's goals while mitigating any challenges**. This depth of knowledge and experience embodies specialties in all facets of commercial, industrial, and institutional projects. We have worked on multiple types of jobs including site planning, civil work, structural inspections, structural design, and architectural design. Additionally, Forefront has teamed with local subconsultants **Cripe Engineering** and **TFE Engineering** to support this contract. This team has proven again and again, and they understand the importance of adaptability and will strive to exceed your expectations.

COMMITMENT TO BUDGET AND SCHEDULE REQUIREMENTS - Our team will work collaboratively to meet project schedules, control project budgets, and respond to your needs. Regular progress meetings between the City's project manager(s) and Forefront's Client Account Manager and Project Manager will ensure that contract assignments are delivered on schedule and of the highest quality. **Integrity is a core value of our team** and we strive to be clear and transparent with our clients.

Our team has reviewed the referenced RFQ regarding Professional Engineering and Surveying Services and we understand the statement of work and are prepared to meet all requirements. Prior to the selection of each of our team members, **we examined the existing and projected workloads of each individual and confirmed their availability** for this assignment. Our team is ready, available, and able to dedicate their time to efficiently execute this project.

As a final note, we wish to extend our personal commitment to deliver efficient, effective, and high-quality professional services that meet your needs and goals for this contract. We thank you for this opportunity to present our qualifications and should you require any additional information, please do not hesitate to contact us directly.

Respectfully Submitted,



Todd Drennan
Vice President of Architecture



Hans Bentzon
Chief Executive Officer

**FORM A-1
CONFLICT OF INTEREST DISCLOSURE FORM**

I HEREBY CERTIFY that

1. I Hans Bentzon (*printed name*) am the CEO (*title*) and the duly authorized representative of the firm of Forefront Architecture and Engineering, LLC (*Firm Name*) whose address is 1230 Oakley Seaver Dr. Suite 100
Clermont FL, 34711

, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature:

Printed Name:

Hans Bentzon

Firm Name:

Forefront Architecture and Engineering, LLC

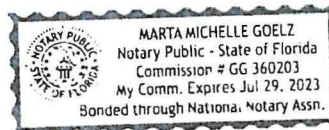
Date: 07/21/2022

Sworn to or affirmed and subscribed before me by means of [] physical presence or [] online notarization, this 21 day of July, 2022, by Hans Bentzon (insert name of person making statement).

Personally known OR Produced identification

Notary Public - State of Florida My

Commission expires:

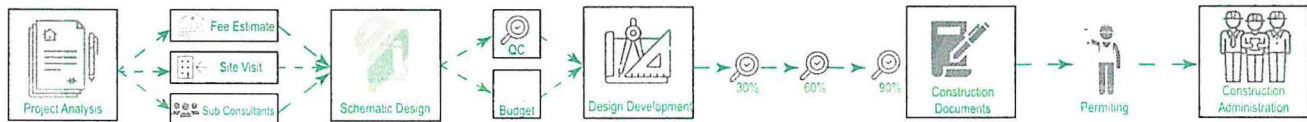


FOREFRONT PROJECT APPROACH

At Forefront we are a multi-disciplined firm with Architecture, Engineering, Code Specialists, Inspectors, and past Building Contractors. **Our broad personnel expertise and experience allow us to serve our clients well and take a project from conception to turn-key with little to no problems or issues.** We consider the client and end-user just as important as the design team. We work hard to find solutions to whatever problem is presented to us and we are transparent with our clients about our firm's limitations if they arise.

Forefront's methodology includes a 5 step system on all project types. This system condenses all portions of the job into 5 easily understood steps.

1. Project Analysis
2. Schematic Design
3. Design Development
4. Construction Documents
5. Construction Administration



1. Project Analysis

Our design team begins each of our projects with a **Consensus Building Design Process** to ensure we understand and address the vision of our clients, while seeking input from the user groups and stakeholders. It is imperative to understand how each project will operate and function. Our goal is to create designs that embody all the desires and wishes that each client demonstrates at the beginning of each project.

Effective management of a multi-disciplinary project team requires effective, upfront planning and scheduling. Priorities and assignments will be set by our **Primary Account Manager, Todd Drennan** in coordination with the county's representative. Located in our Clermont Office, Todd will also develop a detailed work plan that identifies assigned

resources for each task, and preliminary schedules will be created in appropriate software. He will oversee design compliance, submissions, costs, drawing production, publishing schedule, and constructability analysis. While direct lines of communication are critical between all partners, he will serve as the day-to-day contact for design information, which will be routed to the rest of the team.

Kickoff Meetings

We will begin each of the phases with a kick-off meeting to discuss the goals and objectives of each project. This meeting will involve a core group of decision makers, including representatives from your team and any other representatives deemed necessary who will remain engaged throughout the entire process.

Programming/Needs Assessment

The programming / needs assessment stage is critical to ensure a successful design for any upcoming projects. This will provide our team with a better understanding of the project goals and the specific program requirements that are necessary to the life cycle of the project. In addition, it is important for our team to determine future expansion needs, current vs future square footage, and other requirements. Once we have obtained initial information, and depending on the need within the scope, we will evaluate project documents in order to help calculate code and square footage requirements per governing bodies. The Space Needs Analysis will also provide an itemized list of the required spaces in the facility to meet the goals outlined per each project.

Procurement Phase

The success of any project is also related to the quality of the subcontractors onboard completing the work. With utilizing subcontractors that Forefront has previously worked with; there is already an understanding of how time constraints and how files move between the prime firm and the sub consultants.

Therefore it becomes an increase in the value to work with a firm that has already established procedures in working with sub contractors. This approach to creating a working relationship with key staff of both firms allows for easy design decisions early on. Through this design-assist delivery process, we will mitigate the risk of costly changes through timely communication with subcontractors.

Site Analysis / Master Planning

Forefront has been involved in the development of more than 50 master plans for clients all over the United States. Our subconsultants, **TFE Consultants and Cripe**, will also play a large planning role in this stage of the project providing mechanical, electrical, plumbing services and civil engineering. Their local experience and knowledge will be invaluable in assisting the County in determining the best outcome for the site in terms of Mechanical, Electrical and Plumbing. We will also study the potential site options and evaluate each for cost efficiency, effective operations, and their ability to service the County's residents. Proximity to available utilities, impacts on existing systems, and avoidance of conflicts with existing infrastructure will also be evaluated.

1.

We collect information from the clients about the preliminary scope. This may include drawings, scope documents, vision images, and phone interviews.

2.

We visit the site with the interested client team and engineering team.

3.

If needed, we do preliminary code, zoning, and project costing information research.

4.

We establish our design scope with provided services and limits.

5.

Sub-contractor professional fee estimates are collected.

6.

Three methods are used by Forefront to estimate our professional fee.

Fees

At Forefront the following steps are typically used to determine an appropriate professional fee:

a) We use the construction cost percentage method defined in the Florida State Department of Management Services standards.

b) We use square foot rates to estimate a cost.

c) We add up the actual hours we estimate it will take to complete the scope and add up the fee.

After estimating the fee using the three methods above, we compare and establish a final lump sum fee.

2. Schematic Design

With the project established, we have a clear picture of the functional needs and square footage requirements. Forefront will begin the Schematic Design Phase, we will work with the County to understand your expectations and goals per project. The team will develop sketches, drawings, mass models, and computer generated 3-D images as visual representation of the design throughout the process. We will begin to compile and create conceptual plans, initial engineering, and outline specifications.

Internal QC Process

Within **Forefront** we will review all drawings and submittals at 30%, 60%, 90% for Quality control. Our inspectors and code specialists will manage all QC'ing aspects and create redlines at each step in order to keep the project on track and within a timely manner.

Design Phase

Communication between the design team and the County's Representatives must be frequent and efficient within the established communication protocols. Upon Notice to Proceed, we will conduct a partnering session to develop design and construction processes and form a collaborative team to ensure a comprehensive project delivery with constant involvement in all phases by the County's design criteria representatives and end users. At this initial conference, our team and the County will establish a schedule for programming meetings corresponding to design package milestones. Our collaborative design approach utilizes design charrettes at the beginning of the project to ensure we fully understand the primary goals and objectives of the design documents provided to us.

3. Design Development

Once the design concept is agreed upon and schematic drawings are produced, we will develop an analysis of the site plan, floor plans, elevations, and building volumes. The goal is to develop a more detailed set of drawings and information from which the building and site systems can be accurately designed. As we examine designs for each of the building and site systems, we will integrate civil, MEP, fire protection, and structural engineering with architectural volumes and interior spaces. The neighboring community is always an important part of the design process. Early knowledge or engagement with the community can help eliminate last minute concerns or surprises. We recommend community meetings and Forefront will assist the city in developing mailers, renderings, and presentation boards.

Internal QC Process

After the Design Development is finalized and the project is moving towards Construction documents Forefront will review all drawings and submittals at 30%, 60%, 90% for Quality control. Our inspectors and code specialists will manage all QC'ing aspects and create redlines at each step in order to keep the project on track and aligned with the requirements of the county.

at this time in order to obtain Owner/ User/Agency approval. Simultaneously, assistance is provided in the development and evaluation of bidding lists, advertising, clarification (addenda), and pre-bid conferences. Forefront will actively participate throughout the bid process to ensure the final acceptable bids are consistent with the approved construction budget.

4. Construction Documents

Based on our design foundation and detailed schedule, we will develop construction documents within a concise time frame. These activities are summarized with priority recommendations before being released for construction bidding. If final adjustments are required, they are made



Permitting Phase

Our team will identify all permits required to begin construction and receive the certificate of occupancy, including any required state grant funding submittals. As the County's design team, we will create a permit status report that will identify the permit, responsible party, date to be submitted, date it needs to be received, and current status. This report will be discussed at every design phase meeting to ensure the permits necessary to execute the work are received on the dates necessary to support both the design and construction schedule. **We will also use our previous experience to help the County meet its milestone submittals and all required coordination for any potential grant funding that is being sought.**

5. Construction Administration

During the construction administration phase, Todd Drennan, our Lead Client Account Manager will stay involved throughout the process to ensure the County's vision remains and help establish a continuity from design into construction. A Construction Administrator and/or Todd will also utilize the rest of the team, and any additional resources as needed, to complete the project. Our local staff can be on site within days on an as needed basis to address any issues and verify the project is moving forward. Responsibilities include: RFI and submittal reviews, construction progress meetings, project site visits on weekly basis, review payment applications, reducing change orders, and monitor closeout activities to provide a smooth transition from construction to occupancy.

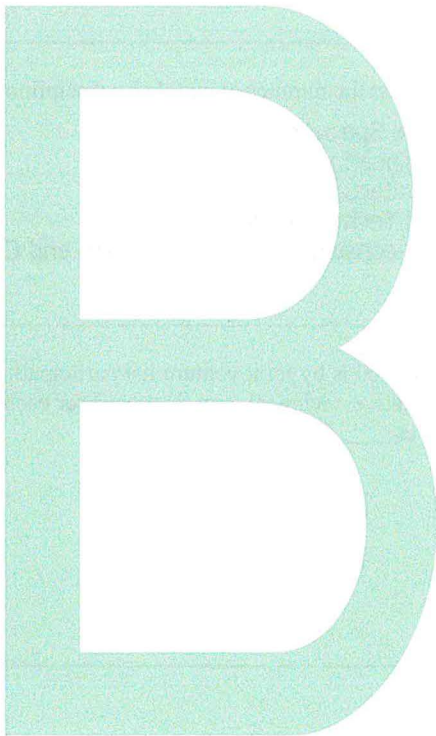
SERVICE BEYOND DESIGN

CORE COMPETENCIES

- + Architecture
- + Structural
- + MEP
- + Interiors



TAB B
Firm Profile



**FORM 1
FIRM PROFILE**

<p>1. Firm (or joint venture) Name and Primary Corporate Address</p> <p>Forefront Architecture and Engineering, LLC 1230 Oakley Seaver Dr. Suite 100 Clermont FL, 34711</p>	<p>1c. Licensed to do business in the State of Florida <input checked="" type="checkbox"/> Yes _____ No</p> <p>1c. Registered to do business in the State of Florida <input checked="" type="checkbox"/> Yes _____ No</p>
<p>1a. Firm is _____ National _____ Regional <input checked="" type="checkbox"/> Local</p> <p>FEIN # _____</p>	<p>1d. Name, Title & Telephone Number of Principal to Contact Todd Drennan Vice President of Architecture 352-708-7001</p> <p>1e. Address of office to perform work, if different from Item 1</p> <p align="center">N/A</p>
<p>1b. Firm is a Certified Minority Business Enterprise _____ Yes <input checked="" type="checkbox"/> No</p>	<p>2. Please list the number of people by discipline that your firm/joint venture will commit to the City's project.</p> <p>1. Code Specialist: 1 person 2. Engineering: 1 person 3. Architecture: 2 people 4. Cad Tech: 3 people 5. Sub-consultants: MEP (2 people) and Civil (3 people)</p>
<p>3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: 3a. Has this joint venture previously worked together? _____ Yes _____ No</p> <p align="center">N/A</p>	



FOREFRONT BACKGROUND

Forefront's experience includes commercial design for federal and private clients including international, state, county, and local governmental agencies. This experience is blended with design work covering all delivery methods from conventional competitive bidding and negotiated pricing, to design-build partnering. **The firm is very knowledgeable with all applicable design codes/criteria both commercial and government.**

We know the framework for any successful project is directly related by having core leaders involved in the decision and management operations. Our team represents dedicated and focused professionals ready to complement the total design effort necessary for the successful completion of projects under this contract.

Our philosophy for Engineering and Design-delivery is based on our ability to lower costs, control schedule, plus reduce adversity between the contractor and the design team. Most importantly, we establish clear lines of communication between all parties to ensure timely and a smooth delivery. We are dedicated to:

- **Maintaining realistic project completion dates.**
- **Minimizing additional construction costs due to the implementation of cost-effective advanced systems, methods and monitoring.**

- **Phased Construction: Allows construction to begin before the full design is complete saving time.**

The core staff of our team is selected specifically to meet the needs of your project. Each team member, beginning with the Project Manager, has significant experience with projects similar to the proposed project.

At Forefront, we are designers and also engineers, giving us the unique ability to provide our clients with additional services. Our unique ability to consistently provide top quality results and maintain 100% client satisfaction is a direct reflection of the experts on our staff, the top general contractor-firms we partner with, and our overall implementation of the Engineering and Design programs we also work under.

We create a non-adversarial relationship between Owner, design members and the construction team. Team members are encouraged to work together to solve issues between design and construction to thereby saving time and money. Contractor-directed change orders are minimized, if not completely eliminated by our constant communication.

Our standard approach for all projects center around teamwork with heavy client involvement. **This approach emphasizes true teamwork between team members and sub-consultants.**



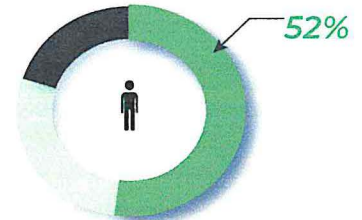
All-Inclusive Service Serving a Diverse World

At Forefront, we wear our history with pride. We are 27 years young and like the built environment we design, the quality, sustainability and strength of our foundation is integral to our longevity and purpose. Originally starting back in 1994, Lindemann, Bentzon, and Bojack gained a reputation as one of the most highly respected firms earning a solid notoriety for completing projects ahead of schedule and below budget. In 2014 Forefront arose from Lindemann, Bentzon, and Bojack and have continued on their legacy maintaining the old relationships while garnering new ones.

Forefront understands that to holistically serve our clients, delivering innovative design solutions is not about the whole picture. **We believe a firm must embody the core values of Flexibility, Ingenuity, Quality, and Integrity.** However, without question, the most important factor in Forefront's success and longevity is the quality people that comprise the Forefront team. As a multi services firm, developing our staff is integral to the cross utilization of resources and optimal efficiency and productivity of our team. As such, Forefront professionals are agile, flexible, and strategic.

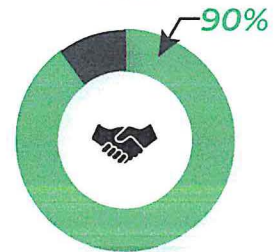
QUICK FACTS

EMPLOYEES



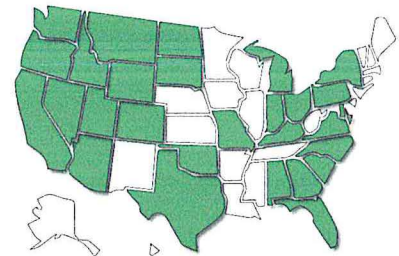
of employees have been with Forefront for 10+ years

CLIENTS



are repeat clients

LICENSES



42% of states

FOREFRONT CORE VALUES

QUALITY

We strive to achieve the highest quality standards in every undertaking. It is Forefront's primary objective to exceed expectations in every way. Our passion, diligence, and accountability ensure that unparalleled service is provided on a consistent basis. Effective designs and service are what we deliver.

FLEXIBILITY

Forefront understands the importance of adapting to market and client needs. Our willingness to change allows us to be both reactive through rapid response and proactive by reaching beyond typical boundaries. Flexibility provides a level of service that enables our clients to be resilient while maintaining a continuity and competitive edge.

INGENUITY

Our staff consists of apprentice level to expert level professionals who all share the belief in continual development of knowledge. This process allows Forefront to deliver services that are both creative and innovative. We don't perceive challenges as problems, but rather as opportunities.

INTEGRITY

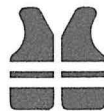
At Forefront we practice honesty and ethics in all aspects of business both internally and externally. We strive to develop relationships that are in essence partnerships. In addition to our operational practices, integrity is at the "forefront" of our design methodologies.



OUR PROJECT TEAM BRINGS:



relevant recent projects with similar project challenges



an outstanding safety record on all construction projects



team chemistry forged from working together that will make collaboration and communication their hallmark



a sophisticated approach to quality with team member familiarity of Florida Department of Economic Opportunity

STATE OF FLORIDA BOARD OF PROFESSIONAL REGULATION LICENSE

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



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- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

7:46:32 AM 1/7/2022

Licensee Information

Name: FOREFRONT ARCHITECTURE & ENGINEERING, LLC (Primary Name)
 Main Address: PO BOX 2140
 MINNEOLA Florida 34755
 County: LAKE

License Information

License Type: Registry
 Rank: Registry
 License Number: 30900
 Status: Current
 Licensure Date: 11/07/2014
 Expires:

Special Qualifications

Qualification Effective

Alternate Names



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LICENSEE DETAILS

8:17:21 PM 12/22/2021

Licensee Information

Name: DRENNAN, TODD BRYAN (Primary Name)
 Main Address: 9307 SILVER LAKE DRIVE
 LEESBURG Florida 34788
 County: LEE

License Location:

1230 OAKLEY SEAVER DRIVE
 CLERMONT FL 34711
 LAKE

County:

License Information

License Type: Architect
 Rank: Architect
 License Number: AR98800
 Status: Current,Active
 Licensure Date: 06/07/2017
 Expires: 02/28/2023



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LICENSEE DETAILS

8:26:16 PM 12/22/2021

Licensee Information

Name: SMITH, CHRISTOPHER MICHAEL (Primary Name)
 Main Address: 4403 OLD SYCAMORE LOOP
 WINTER GARDEN Florida 34787
 County: ORANGE

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 62605
 Status: Current,Active
 Licensure Date: 02/18/2005
 Expires: 02/28/2023

Special Qualifications

Qualification Effective
 Civil 02/18/2005
 7th Edition, Florida Building Code 01/14/2021

STATE OF FLORIDA BOARD OF PROFESSIONAL REGULATION LICENSE

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



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LICENSEE DETAILS

8:30:03 PM 12/22/2021

Licensee Information	
Name:	VITALE, MICHAEL B. (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1939
Status:	Current,Active
Licensure Date:	08/30/2016
Expires:	11/30/2023



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LICENSEE DETAILS

8:32:59 PM 12/22/2021

Licensee Information	
Name:	VITALE, MICHAEL B. (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN5181
Status:	Current,Active
Licensure Date:	12/20/2005
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	12/20/2005
Residential	05/15/2008



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LICENSEE DETAILS

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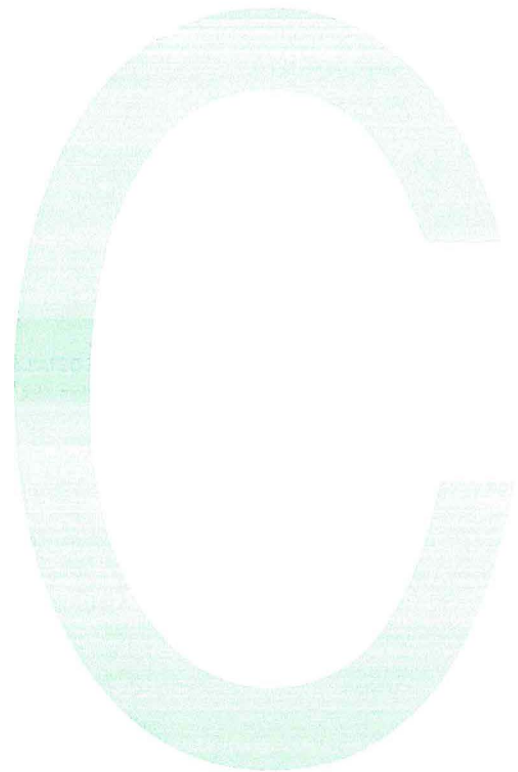
Licensee Information	
Name:	VITALE, MICHAEL B. (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2900
Status:	Current,Active
Licensure Date:	04/24/2007
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	04/24/2007

TAB C

Team Composition and Subconsultants



**FORM 2
TEAM COMPOSITION**

Name of Prime Firm: Forefront Architecture and Engineering, LLC

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations
VP of Architecture	Todd Drennan Leesburg, FL	Architectural License: AR98800 AIA, NCARB
VP of Engineering	Chris Smith Winter Garden, FL	Professional Eng: FL/CA/CO/NY/NC/OK/VA PE62605
Operations Manager/Building Code Adm	Mike Vitale Clermont, FL	Building Official FL - BU1939 Plans Examiner Florida - PX2900 Building Inspector Florida - BN5181
Production Manager	Roberto Bonet Clermont, FL	
Project Manager	Courtney Hooks Larue Orlando, FL	
Architectural Designer	Patricia Mugnol Clermont, FL	

Sub Consultants:

Role (i.e. Landscape Architectural...)	Company Name & Address of Office Handling this Project	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)
MEP	TFE -3555 Gretchen Dr Ocoee,FL 34781	10%	Chris Fraser	Yes	Yes
Civil	Cripe - 9339 Priority Way W Dr, Suite 100 Indianapolis, IN	5%	David A Lach	Yes	No

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____ Yes No

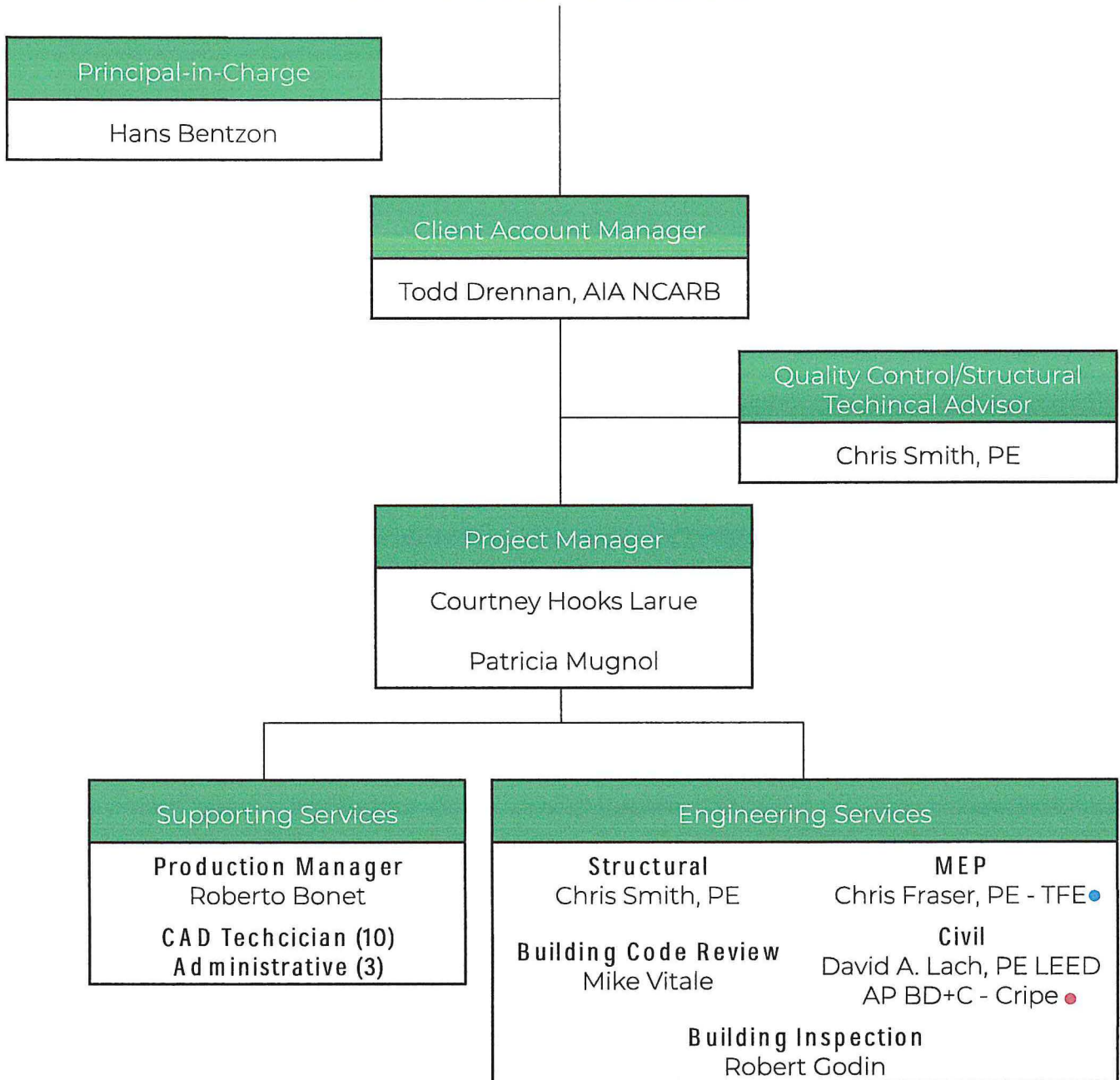
If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

ORGANIZATIONAL CHART

Org Chart Key:

- TFE
- CRIPE

All Personnel are Forefront Employees unless noted





TODD DRENNAN

Client Account Manager

Florida Registered Architect, AIA, NCARB

PRINCIPAL IN CHARGE / ARCHITECT

Todd began his career working for a world-renowned architect in London, England, prior to returning to the States. He has the unique abilities of an engineering education combined with **award-winning architectural design skills**. He pays close attention to his client's needs and budget while taking care of the details necessary to produce complete design documents for accurate construction bidding and a smooth-running project. He thrills in working with clients to make concepts into reality.

EXPERIENCE

25 + Years

EDUCATION

Master of Architecture, 2000
Miami University, Ohio
Bachelor of Science,
Engineering
Brigham Young University,
1997

REGISTRATION

Architect - AR98800
Florida
Georgia
Texas
Utah
Wyoming
North Dakota
Montana

PROFESSIONAL

AIA - American Institute
of Architects
NCARB - National
Council of Architectural
Registration Boards

AREAS OF EXPERIENCE

Civic
Institutional
Commercial
Industrial
Residential

YEARS WITH THE COMPANY

5 years

PROJECT EXPERIENCE HIGHLIGHT

Naples Fire Station - Vernal, Utah

Magic Village Gourmet Market - Kissimmee, FL

UCF Flying Horse Studio & Gallery - Orlando, FL

Magic Kingdom Current Project - Orlando, FL

Sandy Spring Garden Apartment Tower - Sandy Springs, GA

Magna Water Administration Building - Magna, UT

Wasatch County Library / Senior Center - Heber, UT

Mojave Narrows Senior Care - Victorville, CA

Syracuse High School - Syracuse, UT

Killdeer Ambulance Forensic Review - Killdeer, ND

Summit County Library / Senior Center - Kamas, UT

Heathrow Airport Systems Pre-fabrication - London, UK

Optimum Switch Internet Infrastructure - Multiple
locations, UK + EU

High Plains Cultural Center - Killdeer, ND

Vineyard Public Safety Building - Vineyard, UT

Yuma High School #20 - Yuma, AZ

BYU Student Athletic Complex - Provo, UT

UVU Noorda Theatre - Orem, UT

Roosevelt County Courthouse Square - Wolf Point, WY

Lake County Tax Collector Building - Tavares, FL

Lake County AV/IT 5th Circuit Courtroom update - Tavares,
FL

**Lake County Historical Courthouse Column Structural
Inspection** - Tavares, FL

Numerous Custom Residences - California, New York,
London, Utah, Ohio, Florida, Texas



CHRIS SMITH

Structural Quality Control/ Structural Engineering Services

TEAM STRUCTURAL ENGINEER

A Licensed Professional Engineer, Christopher M. Smith uses his vast knowledge of engineering and design to create structures that will endure over the years, through all conditions, while maintaining their beauty and function. Designing multi-story residences, schools, government buildings and hotels are also part of Chris's far-reaching career experience.

EXPERIENCE

25 + Years

EDUCATION

Bachelor of Civil Engineering, 1995
University of Delaware

REGISTRATION

Professional Engineer
Florida
California
Colorado
New York
North Carolina
Oklahoma
Virginia

PROFESSIONAL

NCEES—
The National Council of Examiners for Engineering and Surveying

AREAS OF EXPERIENCE

Commercial
Retail
Residential
Entertainment
Governmental

YEARS WITH THE COMPANY

17 years

PROJECT EXPERIENCE HIGHLIGHT

Tiffany & Company - New York, NY

Victoria's Secret - New York, NY

NYC Dept. of Sanitation District 14 Garage - Queens, NY

Fredericksburg Courthouse - Fredericksburg, VA

Smyth County Courthouse - Marion, VA

Panera Bread - Port Jefferson, NY

Banana Republic - Danbury, CT

Gap, INC - Multiple Locations

Henrico County Fire Station #10 - Henrico, VA

Courtyard Marriot - Cocoa Beach, FL

Disney's Typhoon Lagoon Water Park - Lake Buena Vista, FL

Disney EPCOT Kisoks - Lake Buena Vista, FL

Contemporary Resort & Hotel—Orlando, FL

JW Marriott Orlando Bonnet Creek Resort—Orlando, FL

Epcot Canada Pavilion Cooler #2—Orlando, FL

Magic Village Gourmet Market—Kissimmee, FL

Magic Village Clubhouse—Kissimmee, FL

ABC Fine Wine and Spirits - Multiple Locations



MIKE VITALE

Building Code Administrator

TEAM QUALITY CONTROL / PLANS EXAMINER

Michael Vitale provides over 35 years of experience within the construction industry and had served as the Directorate of Engineering for the U.S. Army – Doha, Qatar. Michael has 15 years of experience as a Florida Licensed Building Inspector & Plans Examiner and has obtained licensure as a Florida Licensed Building Official. Michael is currently the Operations Manager at Forefront Architecture & Engineering which includes oversight of the Quality Control program, Inspections and Plans Review.

EXPERIENCE

30 + Years

EDUCATION

A.S. Construction Management
University of Maryland
U.S. Army

REGISTRATION

Building Official
Florida
BU1939
Plans Examiner
Florida
PX2900
Building Inspector
Florida
BN5181

AREAS OF EXPERIENCE

Threshold Inspections
Structural Building Inspection
Residential Plans Review

YEARS WITH THE COMPANY

18 years

HIGHLIGHTED PROJECT EXPERIENCE

Contemporary Resort & Hotel—Orlando, FL
JW Marriott Orlando Bonnet Creek Resort—Orlando, FL
Epcot Canada Pavilion Cooler #2—Orlando, FL
Magic Village Gourmet Market—Kissimmee, FL
Magic Village Clubhouse—Kissimmee, FL
Numerous Single Family Residence Structural Inspections—Florida
Camp Al-Saliyah - Doha, Qatar
Marriot Grande Vista Resort- Project Manager, Orlando, FL
Beazer Homes – Threshold Inspection, Deerwood Condominiums
Pulte Homes – Threshold Inspection, Wolf Creek & Nocatee Condos
Petsmart – Orlando, FL
Bay Lake Baptist Church—Groveland, FL

PROFESSIONAL

Former Director and Former Treasurer for the Central Florida Chapter of the Building Officials Association of Florida (BOAF)
Current Member of the Code Development Committee for the BOAF
Life Member of the U.S. Army Engineers Association
Life Member of the Veterans of Foreign Wars
Life Member of the National Rifle Association



ROBERTO BONET

Production Manager

TEAM CAD PRODUCTION MANAGER

With 20 years of experience in design and construction document production, there are not many things in the industry that Roberto has not seen. As a manager of projects and personnel, Roberto is responsible for training staff and keeping them organized. He has worked for multiple firms and learned best practices from each of these firms. He has been managing production at Forefront and its predecessor firm for 15 years. Roberto is English/Spanish bi-lingual.

EXPERIENCE

20 + Years

EDUCATION

Associates of Arts
Architecture, 1998
Inter-American University
of Puerto Rico

CERTIFICATIONS

AutoCAD
Revit

AREAS OF EXPERIENCE

Residential
Commercial
Hospitality
Institutional
Medical

YEARS WITH THE COMPANY

15 years

HIGHLIGHTED PROJECT EXPERIENCE

Waterside Pointe Community Center - Groveland, FL
Bearss Landing Community Center, Meritage Homes - Tampa, FL

Parkside Clubhouse, Meritage Homes - Orlando, FL
Lake Preserve Community Center, Meritage Homes - Orlando, FL

Sandy Spring Garden Apartments—Sandy Springs, GA
ABC Fine Wine and Spirits—Multiple Locations

W Marriott Orlando Bonnet Creek Resort—Orlando, FL

Magic Village Gourmet Market - Kissimmee, FL

Magic Village III Club House - Kissimmee, FL

Magic Village III Maintenance Building - Kissimmee, FL

Lakeview Medical Specialties - Leesburg, FL

Lakeview Medical Specialties - Eustis, FL

Ye Olde Thrift Shoppe, University of Florida Health - The Villages, FL

UCF Flying Horse Editions Studio & Gallery - Orlando, FL

Diocese of Orlando - Brotherhood of Hope properties - Orlando, FL

Bennett Law Office Building - Groveland, FL

The Awning Factory - Orlando, FL

Lee Residence - Las Vegas, NV

Groveland Apartments Complex - Groveland, FL

Epcot Kiosk (Disney) - Kissimmee, FL

Beazer Seminole Isle Townhome - Tampa, FL

Legacy Homes - Townhomes - Florida

Lake Nona Laureate Park, Ashton Woods Townhomes - Orlando, FL

Numerous Single Family Residences—Central/South FL



PATRICIA MUGNOL

Architectural Designer

ARCHITECTURAL DESIGNER

Patricia will be the architectural designer and attend all major workshops and meetings, and will internally review progress, schedules and budgets. Patricia has over 15 years of progressive responsibility in Construction management and interior design. She will work to coordinate the design and production team.

EXPERIENCE

+15 Years

EDUCATION

Master of Architecture, 2009
Lutheran University of Brazil,
Canoas

Bachelor of Science in
Architecture, 2006
University of Caxias do Sul
Caxias do Sul, Brazil

AREAS OF EXPERIENCE

Architecture
Interior Design

SECTORS

Residential
Commercial
Hospitality
Institutional
Medical

YEARS WITH THE COMPANY

4 years

HIGHLIGHTED PROJECT EXPERIENCE

Sandy Spring Garden Apartments Tower - Sandy Springs, GA

Groveland Apartments Complex - Groveland, FL

Bella Collina - Neighborhood Development Standards - Montverde, FL

Magic Village Gourmet Market - Kissimmee, FL

Magic Village III Club House - Kissimmee, FL

Magic Village III Maintenance Building - Kissimmee, FL

Lakeview Medical Specialties - Leesburg, FL

Lakeview Medical Specialties - Eustis, FL

Ye Olde Thrift Shoppe, University of Florida Health - The Villages, FL

UCF Flying Horse Editions Studio & Gallery - Orlando, FL

UCF - Army Research Lab Lobby - Orlando, FL

UCF - Army Security Office - Orlando, FL

UCF - Visual Arts Building Classroom Remodel - Orlando, FL

UCF - Trevor Colbourn Hall Classroom, Office Conversion - Orlando, FL

UCF - Dr. Philips Academic Commons - Orlando, FL

Diocese of Orlando - Brotherhood of Hope properties - Orlando, FL

Bennett Law Office Building - Groveland, FL

The Awning Factory - Orlando, FL

Bella Collina Golf Starter Building - Montverde, FL

Residential Liguria - Apartment Tower - Caxias do Sul, RS - Brazil



COURTNEY HOOKS LARUE

Project Manager

PROJECT MANAGER

Courtney is well known for her bubbly personality and welcoming nature. Her love of the French art nouveau style is what inspires her to study architecture in college and build her career within the architecture field. She has experience in multiple fields from 3D MEP design of apartment complexes in Revit to structural designs for production builders. She has the ability to work in BIM software and yet she still prefers to hand draft when it comes to conceptual designs.

Courtney received her Bachelors of Fine Arts degree from SCAD in 2015, and her Master in 2020.

HIGHLIGHTED PROJECT EXPERIENCE

Juliette Gordon Low Birth Place Renovation - Savannah, GA

Theresa Drive Apartments - Savannah, GA

Naan Place - Savannah, GA

Mate Factor - Savannah, GA

Leapold's Ice Cream - Savannah, GA

Sorry Charlie's Roof Top Bar - Savannah, GA

Shoreline Production Homes - South Carolina

Master Plan for the New Arena - Savannah, GA

Bennett Law Office Building - Groveland, FL

Lee Residence - Las Vegas, NV

Ascaya Residence - Las Vegas, NV

Volito Residence - Las Vegas, NV

Drift Residence - Las Vegas, NV

Oculus Residence - Las Vegas, NV

Eclipse Residence - Las Vegas, NV

Strata Residence - Las Vegas, NV

Villas at Lake Las Vegas - Las Vegas, NV

The Awning Factory - Orlando, FL

Private Residential Alterations and Additions - Multiple Locations in Florida

Lake County 5th Circuit Courthouse AV/IT Updates -

Tavares FL

Lake County Tire Cage Structural Redesign - Tavares FL

Lake County Historic Courthouse Structural Inspection -

Tavares FL

Lake County Parking Garage Alteration - Tavares FL

EXPERIENCE

+7 Years

EDUCATION

Bachelors of Science
Savannah College of Art and Design

Masters of Architecture (M. Arch)
Savannah College of Art and Design

CERTIFICATIONS

LEED GA

ACHIEVEMENTS

Speaker at NCARB Architect Licensing Summit
IPAL (Integrated path to Architectural Licensure)

AREAS OF EXPERIENCE

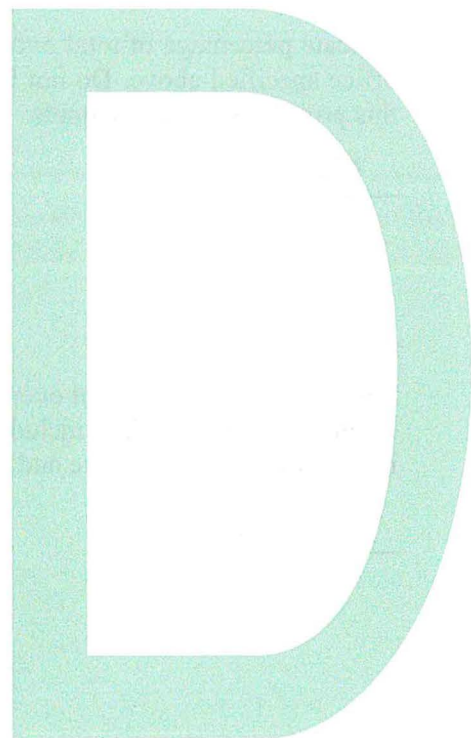
MEP Design
Architecture - Residential, Light Commercial, and Hospitality

YEARS WITH THE COMPANY

2 years

TAB D

Location & Percent of Work to be Completed



**FORM 3
LOCATION**

1. Specify address of Prime Consultant's designated office where the majority of work on this project will be performed:

1230 Oakley Seaver Dr. Suite 100
Clermont FL, 34711

2. Indicate percentage of total over-all project fees projected to be performed on this project by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

90 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on this project will be performed (if applicable):

N/A

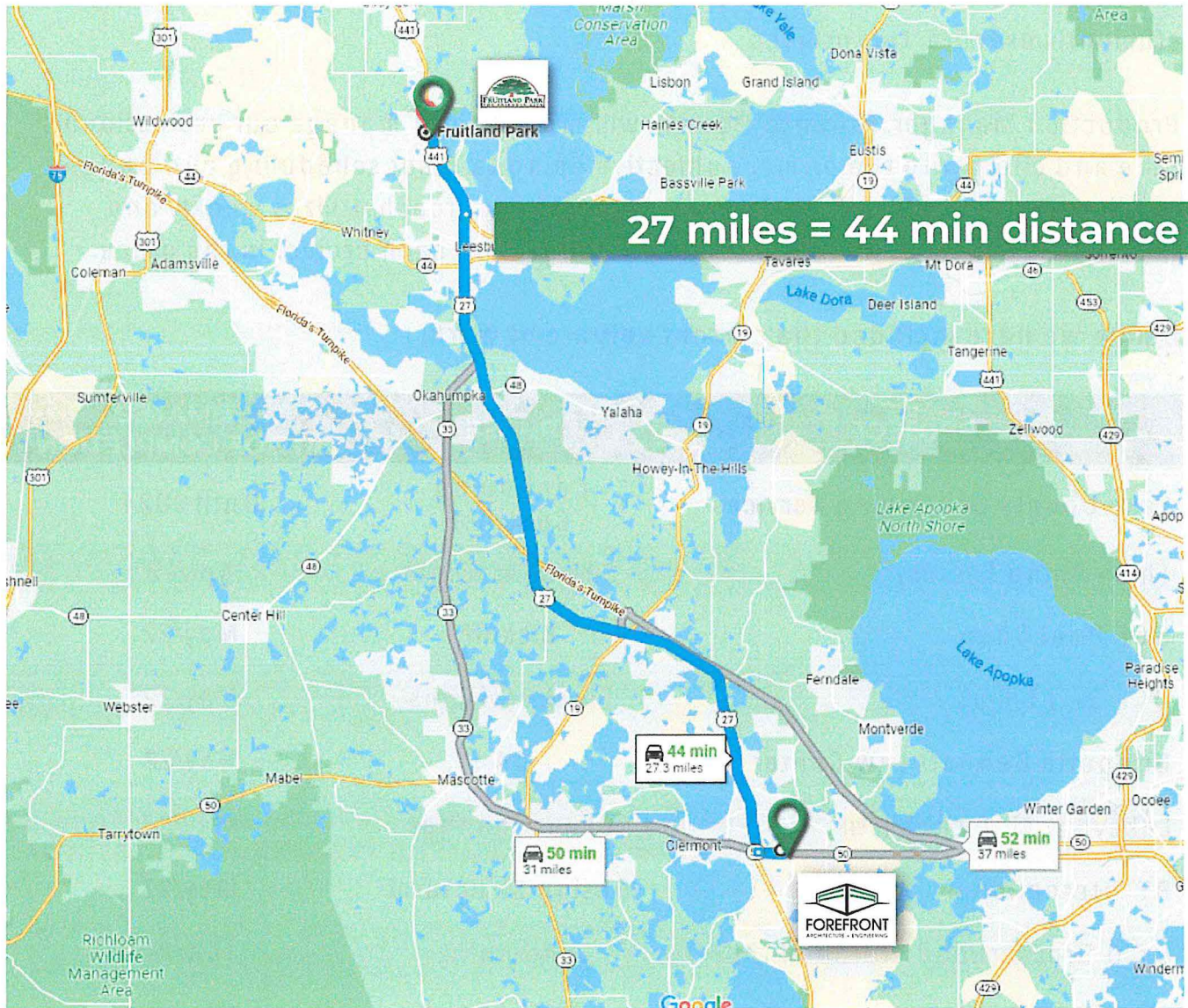
4. Indicate percentage of total over-all fees projected to be performed on this project by the office specified above. Do not include percentage of fees anticipated to be performed on this project by sub-consultants.

N/A %

5. Indicate percentage of total over-all fees projected to be performed on this project by firms located within the City including the prime consultant and sub-consultants, utilizing information supplied above and on **Form 2**.

100 %

DISTANCE TO FRUITLAND PARK



Forefront will manage the contract from our Central Florida Office located at 1230 Oakley Seaver Dr. - Suite #100, Clermont/FL 34711 **which is located in Lake County**, 44 minutes from Fruitland Park.

FIRM CAPACITY

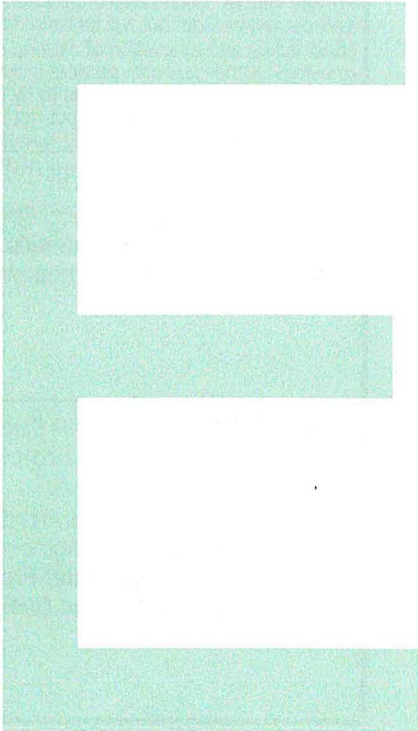
Prior to the selection of each of our team members, we examined the existing and projected workloads of each individual and confirmed their availability for this assignment. Our team is ready, available and able to dedicate their time to efficiently execute this project.

Production Manager, **Roberto Bonet**, will monitor and manage our professionals' time and effort with the primary objective being to meet scheduling and budget requirements. Forefront's project management approach utilizes weekly and sometimes daily updates from Project Managers for each project in the office.

Below we have included the current volume of work:

PROJECT	PHASE	ESTIMATED DATE OF COMPLETION
Lake County Continuing Services	Continuing Contract	Until 2024
The Awning Factory	City Comments	Apr/22
UCF Print Shop	Kickoff	May/22
UCF Dr. Phillips	Final Revisions	May/22
Bridgette Bennett Law Center	CA	Nov/22
Lakeview Medical Eustis	Client changes	May/22
RY International	Design Structural	May/22
DOO Brotherhood of Hope Property	Schematics	Jun/22
ChemTech	RFI / CA	May/22
Walton County Aging Facility	Kickoff	Sep/22
City of Hawthorne Resource Center	Kickoff	Sep/22
City St. Cloud Continuing Services	Kickoff	TBD

TAB E
Similar Projects

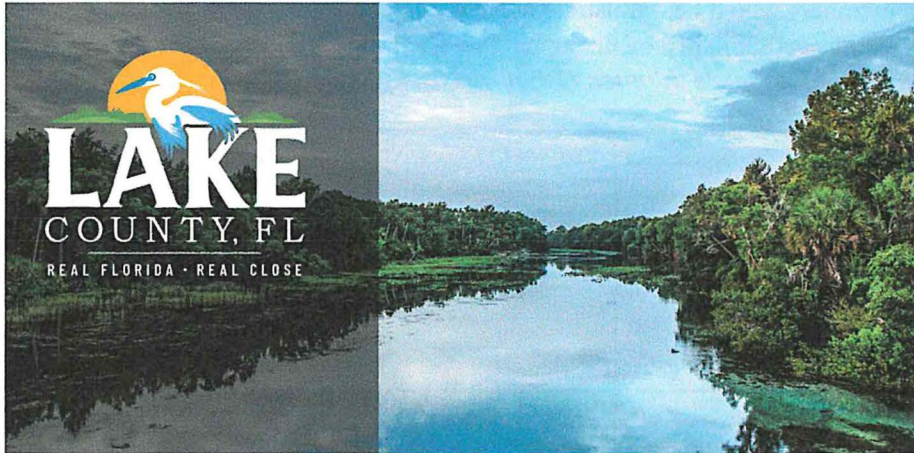


**FORM 4
PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS**

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's project that have been/is being accomplished by personnel that shall be assigned to the City's project. *List no less than three (3) but no more than ten (10) projects.*

4. Project Name & Location Lake County Continuing Services Lake County, FL Project Manager: Courtney Hooks Larue		Project Owners Name & Address Lake County Lake County, FL
Completion Date (Actual or Estimated) 2025		Project Owner's Contact Person, Title, & Telephone Number Dave Burgess - 352-253-4978
Estimate Cost (In Thousands)		
Entire Project \$ N/A	Work for which firm was/is responsible \$ N/A	
Scope of Entire Project (Please give quantitative indications wherever possible) Provide various professional architectural services as outlined within the Florida Statutes 287.055, 2(g), "continuing contract." Such services will include, but not be limited to, various types and levels of design and engineering effort in support of new facility construction and renovation of existing structures. The design services include the stamping and certification of construction drawings. Other potential services include construction project administration and inspection. Each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task.		
Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible) Depends on each Project, Some are more focused in Project management of the County's subcontractors. Other projects are more architectural heavy or structural Dependant.		
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Project Todd Drennan/ Lead Architect Chris Smith/ Lead Engineer Courtney Hooks Larue/ Project Manager Patricia Mugnol/ Lead Designer		

LAKE COUNTY ON CALL ARCHITECTURAL SERVICES



CLIENT NAME
Lake County, FL

COMPLETION DATE
On going since 2022

SERVICES PROVIDED
Continuing contract for professional architectural and engineering services

SCOPE
Various

LEAD DESIGNER TEAM
Todd Drennan
Courtney Hooks
Roberto Bonet
Mike Vitale

CLIENT REFERENCE
Bill Ponko
Senior Contracting Officer
315 W Main St, Suite 441
Tavares, FL 32778
352.343.9489
bponko@lakecountyfl.gov

Scope of Services:

Provide various professional architectural services as outlined within the Florida Statutes 287.055, 2(g) "continuing contract." Such services will include, but not be limited to, various types of levels of design and engineering effort in support of new facility construction and renovation of existing structures. The design services include the stamping and certification of construction drawings. Other potential services include construction project administration and inspection.

Forefront's Approach:

Forefront understood that this RFQ did not have one specific scope of work but would be required to perform a wide range of tasks. We have a multi-faceted background and experience that we feel allows us to expertly approach any project that comes our way. Recently having worked with Lake County on a Tax Collector's office allowed us additional insight. From our detailed project approach to our ability to provide deliverables on time, within budget, and apply cost-saving opportunities we feel are fully capable of handling anything that comes our way.

**FORM 4
PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS**

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's project that have been/is being accomplished by personnel that shall be assigned to the City's project. *List no less than three (3) but no more than ten (10) projects.*

4. Project Name & Location Lake County Tax Collector Tavares/FL Project Manager: Todd Drennan		Project Owners Name & Address Lake County Lake County, FL
Completion Date (Actual or Estimated) 2018		Project Owner's Contact Person, Title, & Telephone Number Randy Van Alstine - 352-343-9622
Estimate Cost (In Thousands)		
Entire Project \$ \$4,600,000	Work for which firm was/is responsible \$ N/A	
Scope of Entire Project (Please give quantitative indications wherever possible) This 14,000 square-foot building provides a single story building to be used by the Lake County Tax Collector for a variety of functions. The facility will be constructed and designed in order to effectively provide for services such as issuance of driver's licenses and identification cards, license plates and motor vehicle titles, and the processing of concealed weapon permit applications and renewals. Office space, testing area, and reception/waiting area all completed for this project.		
Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible) Forefront Architecture and Engineering provided a full-service design build for the new Lake County Tax Collector office in Tavares, Florida. This project included structural engineering, architecture, and mechanical/electrical/plumbing through the partnership with Ingenuity Engineers Inc. from Orlando, Florida.		
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Project Todd Drennan Chris Smith		

LAKE COUNTY TAX COLLECTOR

1800 David Walker Dr,
Tavares, FL 32778



CLIENT NAME
Lake County

COMPLETION DATE
2018

SERVICES PROVIDED
Full Service | Architecture,
Structural Engineering and
MEP

SCOPE
14,000 SF

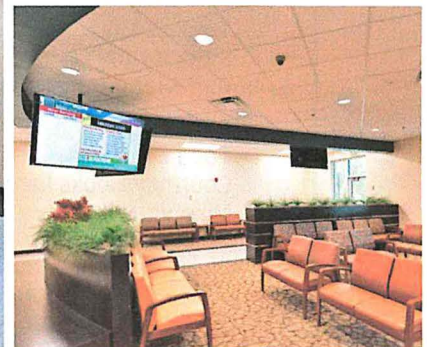
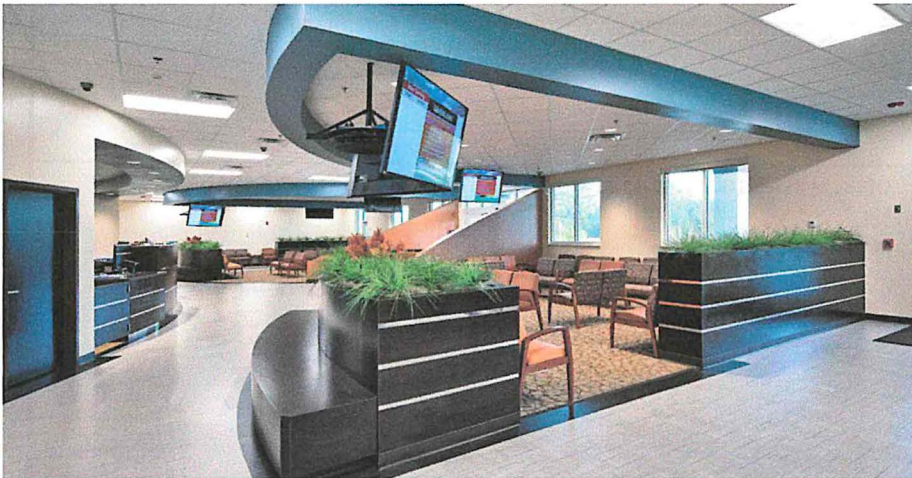
COST
\$ 4,600,000

LEAD DESIGNER
Todd Drennan

CLIENT REFERENCE
Randy Van Alstine
1800 David Walker Dr,
Tavares / FL 32778
352-343-9622

Forefront Architecture and Engineering provided a full-service design build for the new Lake County Tax Collector office in Tavares, Florida. This project included structural engineering, architecture, and mechanical, electrical, and plumbing through the partnership with Ingenuity Engineers Inc. from Orlando, Florida.

This 14,000 square-foot building provides a single story building to be used by the Lake County Tax Collector for a variety of functions. The facility will be constructed and designed in order to effectively provide for services such as issuance of driver's licenses and identification cards, license plates and motor vehicle titles, and the processing of concealed weapon permit applications and renewals. Office space, testing area, and reception/waiting area all completed for this project.



**FORM 4
PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS**

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's project that have been/is being accomplished by personnel that shall be assigned to the City's project. *List no less than three (3) but no more than ten (10) projects.*

4. Project Name & Location Lake County 5th Circuit Courtroom AV-IT Main Street, Tavares FL Project Manager: Courtney Hooks Larue		Project Owners Name & Address Lake County Lake County, FL
Completion Date (Actual or Estimated) 2023 estimated		Project Owner's Contact Person, Title, & Telephone Number Don Glessner - 352-343-9489
Estimate Cost (In Thousands)		
Entire Project \$ N/A	Work for which firm was/is responsible \$ N/A	
Scope of Entire Project (Please give quantitative indications wherever possible) In order to updating courtrooms systems to fiber cable, and updating power supply to the front of all the courtrooms on the first floor. Also on the first floor is going to be created a new communication room. On the third floor our team is working on updating Courtrooms A and B, and on the fourth floor updating courtrooms A-D.		
Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible) On this project for Lake County continuing services contract Forefront is managing MEP and AV subcontractors.		
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Project Todd Drennan Courtney Hooks Larue Mike Vitale		

LAKE COUNTY 5TH CIRCUIT COURTROOM AV IT

550 W Main Street
Tavares, FL 32778



CLIENT NAME

Lake County, FL

COMPLETION DATE

On going

SERVICES PROVIDED

Architecture
Structural Engineering
Interior Design

SCOPE

-

LEAD DESIGNER TEAM

Todd Drennan
Patricia Mugnol
Roberto Bonet
Mike Vitale

CLIENT REFERENCE

Dave Burgess
dburgess@lakecountyfl.
gov

Don Glessner
315 W Main St, Suite 441
Tavares, FL 32778
352.343.9489

On this project for Lake County continuing services contract Forefront is managing MEP and AV subcontractors, in order to updating courtrooms systems to fiber cable, and updating power supply to the front of all the courtrooms on the first floor.

The first floor is going to be created a new communication room. On the third floor our team is working on updating Courtrooms A and B, and on the fourth floor updating courtrooms A-D.



**FORM 4
PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS**

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's project that have been/is being accomplished by personnel that shall be assigned to the City's project. *List no less than three (3) but no more than ten (10) projects.*

4. Project Name & Location Paxton Council Aging Facility Walton County, FL Project Manager: Todd Drennan		Project Owners Name & Address Walton County Walton County, FL
Completion Date (Actual or Estimated) T.B.D.		Project Owner's Contact Person, Title, & Telephone Number Ann Sexton, Mayor 850-834-2489
Estimate Cost (In Thousands)		
Entire Project \$ N/A	Work for which firm was/is responsible \$ N/A	
Scope of Entire Project (Please give quantitative indications wherever possible) The City of Paxton, Florida within Walton County chose Forefront to provide a full-service design for an approximate 3,000 SF 1 story frame structure on municipal property. We are designing the facility to provide a service and activity center for Senior Citizens and will consist of a dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room.		
Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible) Forefront is currently working with Walton County to obtain funding from the CDBG-CV Grant allowing us to become experienced in this process. We are providing this assistance to Walton County and we are excited to help bring this to life to serve the residents and community within Walton County.		
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Project Todd Drennan Patricia Mugnol		

PAXTON COUNCIL AGING FACILITY

22174 US Highway 331 N
Paxton, FL 32538



The City of Paxton, Florida within Walton County chose Forefront to provide a full-service design for an approximate 3,000 SF 1 story frame structure on municipal property.

We are designing the facility to provide a service and activity center for Senior Citizens and will consist of a dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room.

Forefront is currently working with Walton County to obtain funding from the CDBG-CV Grant allowing us to become experienced in this process. We are providing this assistance to Walton County and we are excited to help bring this to life to serve the residents and community within Walton County.

CLIENT NAME

City of Paxton

COMPLETION DATE

In Progress

SERVICES PROVIDED

Architectural / Engineering Services

SCOPE

3,500 SF

COST

\$ 750,000

LEAD DESIGNER TEAM

Todd Drennan
Patricia Mugnol
Roberto Bonet
Mike Vitale

CLIENT REFERENCE

Ann Sexton, Mayor
21872 U.S. Hwy, 331 N. P.O. Box
5200
Paxton / FL 32538
850.834.2489
asexton@paxtonfl.net



**FORM 4
PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS**

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's project that have been/is being accomplished by personnel that shall be assigned to the City's project. *List no less than three (3) but no more than ten (10) projects.*

4. Project Name & Location Paxton Council Aging Facility Walton County, FL Project Manager: Todd Drennan		Project Owners Name & Address Walton County Walton County, FL
Completion Date (Actual or Estimated) T.B.D.		Project Owner's Contact Person, Title, & Telephone Number Ann Sexton, Mayor 850-834-2489
Estimate Cost (In Thousands)		
Entire Project \$ N/A	Work for which firm was/is responsible \$ N/A	
Scope of Entire Project (Please give quantitative indications wherever possible) The City of Paxton, Florida within Walton County chose Forefront to provide a full-service design for an approximate 3,000 SF 1 story frame structure on municipal property. We are designing the facility to provide a service and activity center for Senior Citizens and will consist of a dining and activity area as well as handicapped accessible bathrooms, walk-in freezer, catering kitchen, and a covid testing and vaccination room.		
Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible) Forefront is currently working with Walton County to obtain funding from the CDBG-CV Grant allowing us to become experienced in this process. We are providing this assistance to Walton County and we are excited to help bring this to life to serve the residents and community within Walton County.		
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Project Todd Drennan Patricia Mugnol		

BRIDGETTE BENNETT LAW CENTER

302 W. Orange St,
Groveland / FL 34736



CLIENT NAME
Bridgette Bennett Law

COMPLETION DATE
Projected 2022

SERVICES PROVIDED
Full Service | Architecture,
Structural Engineering and
MEP

SCOPE
8,000 SF

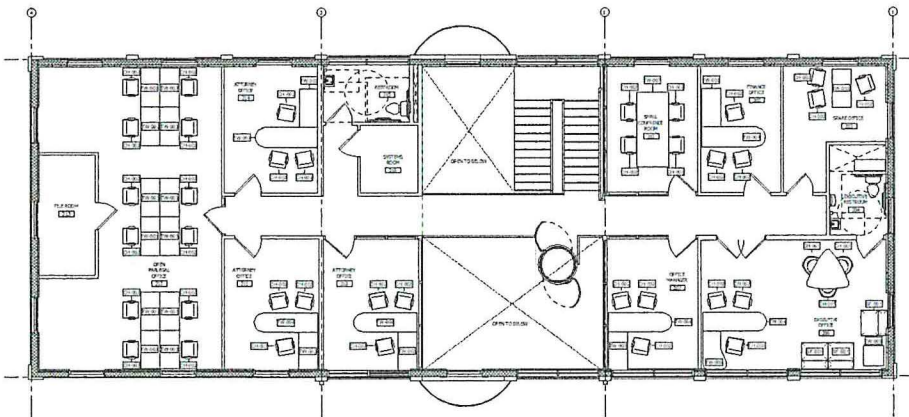
COST
\$ 2,000,000

LEAD DESIGNER
Todd Drennan

CLIENT REFERENCE
Bridgette M. Bennett, PA
302 W. Orange St,
Groveland / FL 34736
800 785.7060

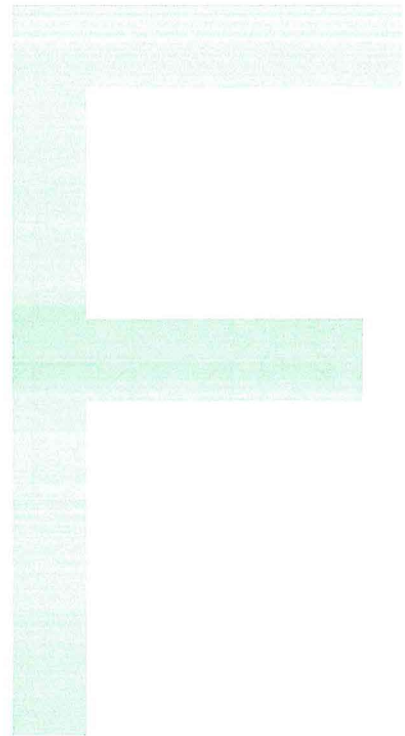
Forefront Architecture and Engineering is working to provide a full-service design build for the new Bridgette Bennett Law Center. This project includes structural engineering, architecture, and mechanical/electrical/plumbing through the partnership with Ingenuity Engineers Inc. from Orlando, Florida.

Forefront is also providing Interior Design services for this 8,000 square-foot building. Carefully designed office spaces, break areas, and multi-use conference rooms make up most of the floor plan for this project.



TAB F

Additional Information



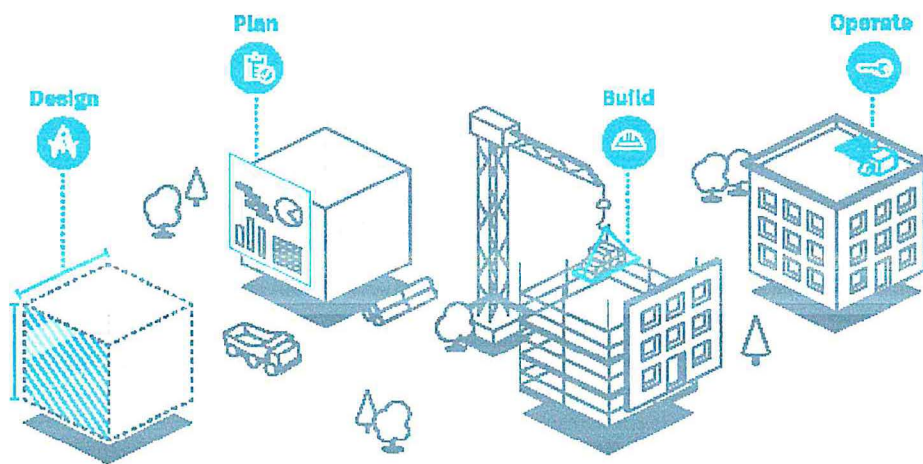
FORM 5

Use this space to provide additional information or description of resources supporting your firm's qualifications for the City's project.

TECHNICAL CAPABILITIES

Building Information Modeling

Building Information Modeling (BIM) is a powerful tool and we utilize all of its capabilities. From conflict analysis through 3D imaging, scheduling and estimating, the building information model is at the center of our coordination efforts and provides pivotal input for all our decisions. We have developed a stable and clear BIM project environment integrating all disciplines involved in the construction and design. Using the Revit suite of products, we build the architectural, structural and MEP models.



Autodesk Build

Our project management staff utilizes **Autodesk Build/BIM360** software to immediately respond to questions, issues, changes and daily events. Project team members have instant and easy access to the latest, most accurate project information including drawings, answered RFIs, and approved changes. Placing all data into one, Autodesk Build creates a central and secure database. The database enables the project team to group, analyze and compare project performance.

This process facilitates team interaction and collaborative decision making. Our MEP coordination team has gained huge benefits through their ability to visualize and problem-solve the maze of piping, ductwork and electrical lines prior to construction. It's evident that their proficiency has given us a major advantage for confirmed cost savings and efficiency.

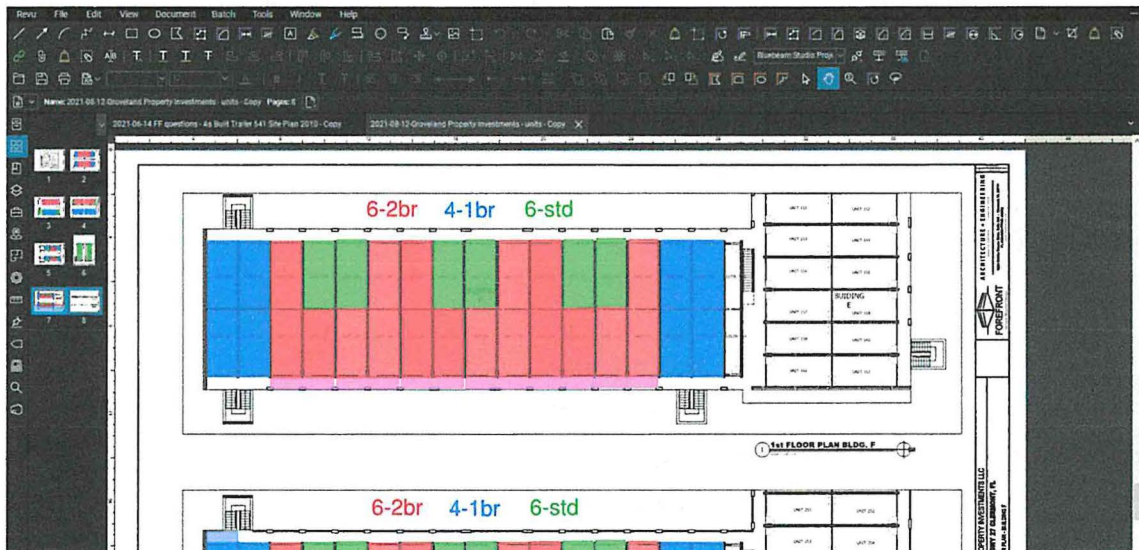
Autodesk Build provides the entire team with accountability, change management, job cost control, and report management to ensure that our projects achieve successful completion on both time and budget.

BLUE BEAM

Forefront utilizes Bluebeam on all of our projects for document control and management. **Bluebeam is a best in class technology to electronically manage and share drawing.** Bluebeam also offers capabilities to share other project related documents such as photos and schedules to facilitate collaborative review. A Collaborative Electronic Document Management tool is used to communicate the project record drawings in real time to the project team. This is also used to verify project document revisions.



**BLUEBEAM®
REVVU® 20
STANDARD**



The Efficiencies of Bluebeam Are:

- Project documents updated immediately in field with RFIs and as-built information
- Free access for entire team to the latest posted current set of drawings
- Detail icons linked from floorplans to detail plans making for easy navigation
- In-wall pictures directly from iPad onto drawings
- Full project document turnover to client electronically

BUSINESS TAX RECEIPT

POST IN A
CONSPICUOUS
PLACE

Clermont, FL
LOCAL BUSINESS TAX
THIS RECEIPT EXPIRES 09/30/2022

Receipt Number
5356

Business Name:

Business Location: 1230 OAKLEY SEAVER DR 200
CLERMONT, FL 34711

Mailing Address: FOREFRONT ARCHITECTS ENGINEERS LLC
1230 OAKLEY SEAVER DR
SUITE 200
CLERMONT, FL 34711

BUSINESS TAX RECEIPT

This tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City, subject to zoning restrictions. This tax receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence.



Classification: ARCHITECT

By *Mary Ann*
City Clerk

PAID

Total Received

* Office Copy Only

POST IN A
CONSPICUOUS
PLACE

Clermont, FL
LOCAL BUSINESS TAX
THIS RECEIPT EXPIRES 09/30/2022

Receipt Number
5356

Business Name:

Business Location: 1230 OAKLEY SEAVER DR 200
CLERMONT, FL 34711

Mailing Address: FOREFRONT ARCHITECTS ENGINEERS LLC
1230 OAKLEY SEAVER DR
SUITE 200
CLERMONT, FL 34711

BUSINESS TAX RECEIPT

This tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City, subject to zoning restrictions. This tax receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence.

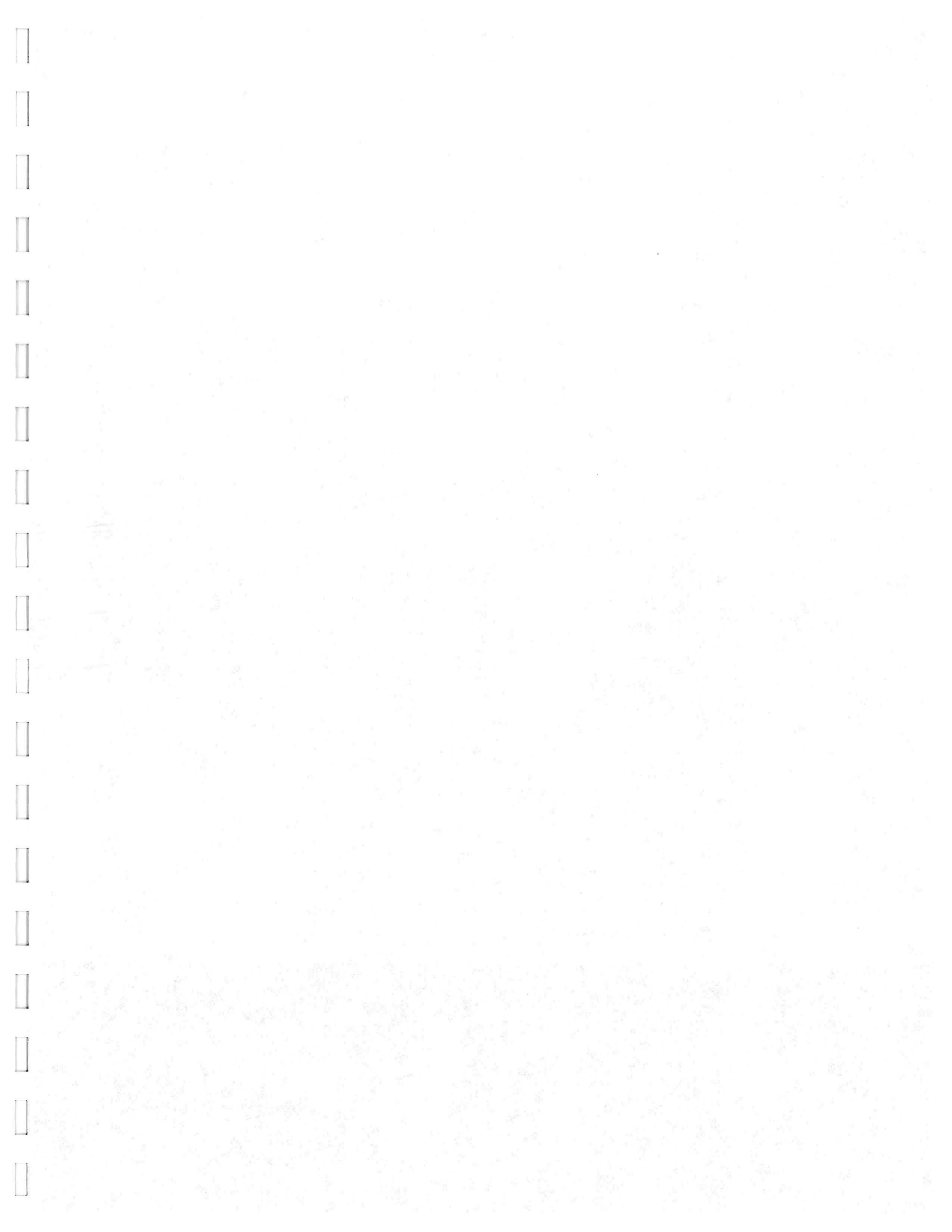


Classification: ARCHITECT

By *Mary Ann*
City Clerk

PAID

Total Received





GLOBAL ADDRESS.

Forefrontae.com

LinkedIn, Facebook, Instagram

CONTACT.

Phone: 888.850.3323

Email: info@ff-ae.com

ARCHITECTURE+ ENGINEERING



FOREFRONT

Service Beyond Design

Todd Drennan AIA
VP of Architecture

P: 352-708-7001
E-mail: todd@ff-ae.com
www.forefrontae.com
AA26002939 / CA30900



FRUITLAND, FLORIDA

RFQ NO. 2022-001

Statement of Qualifications

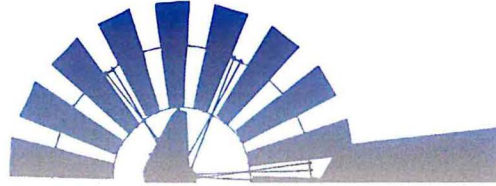
JULY 2022

Professional Engineering and Surveying Services



City of Fruitland Park

REQUEST FOR QUALIFICATIONS (RFQ)



Professional Engineering and Surveying Services

RFQ Number: 2022-001 Opening Date July 28, 2022
Issue Date: July 6, 2022 Opening Time: 2:00 p.m.

Pre-Conference: None Contracting Officer: Gary La Venia,
City Manager

LEGAL NOTICE

NOTICE OF REQUEST FOR QUALIFICATIONS STATEMENT FOR: Professional Engineering and Surveying Services

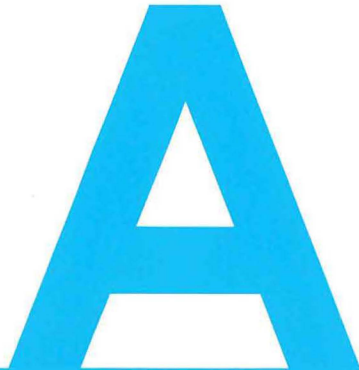
Pursuant to Section 287.055, Florida Statutes, and the policies and procedures of the City of Fruitland Park, notice is hereby given that a sealed Qualifications Statement for Professional Engineering and Surveying Services to the City of Fruitland Park must be received by **2:00 p.m. local time, July 28, 2022**, at Fruitland Park City Hall, 506 West Berckman Street, Fruitland Park, Florida, 34731. A Qualifications Statement document may be obtained on the City of Fruitland Park's website at <https://www.fruitlandpark.org/rfps>.

In accordance with Section 287.055 (11), Florida Statutes, the City of Fruitland Park declares that all, or any portion of the documents and work papers prepared and submitted pursuant to this Notice of Request, shall be subject to reuse by the city.

The city reserves the right to waive any informalities in the selection process and to reject any or all Qualifications Statements, or to re-advertise.

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July 28, 2022

Mr. Gary La Venia, City Manager
City of Fruitland Park City Hall
506 West Berckman Street
Fruitland Park, FL 34731

SUBJECT: RFQ# 2022-001 Professional Engineering and Surveying Services

Dear Mr. La Venia and Members of the Selection Committee,

The City of Fruitland Park's population has more than doubled over the last decade as The Villages have expanded into the city limits. This tremendous growth and development has brought with it many challenges for City staff tasked with meeting ever-changing regulatory requirements while properly planning for new infrastructure and needed repair and rehabilitation of aging and existing infrastructure.

The City has added employees over the last several years to maintain the level of service required by City residents and businesses. While City staff have most of the technical capabilities needed to support the services it provides, the City does occasionally require the assistance of consulting engineers. Wright-Pierce has local staff uniquely qualified to assist the City of Fruitland Park with the management of its infrastructure systems, growth and development, repair and rehabilitation of existing infrastructure, and compliance with new regulations. Working with Wright-Pierce offers the following benefits:

- **Client-focused engineering.** As an engineering firm that does not work for local developers, Wright-Pierce is able to focus on the specific needs of its clients. Project Manager Walt Nickel has many decades of experience working for municipalities and has assisted the neighboring City of Wildwood with review of development plans in response to the impacts of growth from The Villages. Walt has also provided plan review services for the City of Williston, another community experiencing rapid growth. Walt's leadership affords him the ability to successfully oversee developers' abidance of City standard plans for development.
- **Extensive experience with water and wastewater utilities.** Growth and development often necessitate the need for upgraded and/or expanded water and wastewater facilities. Our local office includes dozens of professionals who specialize in providing these services. Led by Quality Assurance/Quality Control Manager Bartt Booz and Potable Water Treatment and Process Engineer Greg Taylor, our staff is ready to assist with your utility needs. Bartt has worked on the design of over 30 wastewater treatment plants, 50 wastewater lift stations, and many miles of pipelines. Similarly, Greg has worked on the design of over 15 water treatment plants, 15 utility master plans, and 7 miles of potable water mains. Their experience enables them to quickly assess the City's needs and provide cost-effective solutions to your most challenging issues.

7/28/2022

Mr. Gary La Venia, City Manager

Page 2 of 3

- **In-house design team.** Whether it's a complicated treatment plant project, upgrades to a municipal building, or design of a new public works facility, Wright-Pierce has a comprehensive staff capable of assisting with facility project needs. Our Building Services team includes architects and structural, electrical, I&C, HVAC, and plumbing engineers who work together to implement projects. Within the last several years, we designed a new public works building for Toho Water Authority for the City of Williston and new water and wastewater treatment plants for the City of Eustis. Because our in-house design team consists of many technical experts, we can reduce the risk inherent in these types of complicated designs, thus saving our clients money.

Working with a Qualified, Committed Team

Wright-Pierce is an employee-owned, multidisciplinary engineering firm with over 300 experienced professionals who specialize in providing wastewater, drinking water, stormwater, and civil infrastructure to communities like Fruitland Park. We appreciate being considered for this continuing services contract and look forward to meeting with the selection committee to further demonstrate our qualifications. If you need additional information, please feel free to call.

Sincerely,

WRIGHT-PIERCE



Steve Hallowell, PE

Principal-in-Charge, Vice President

steve.hallowell@wright-pierce.com



Walt Nickel, PE

Project Manager

walter.nickel@wright-pierce.com

7/28/2022

Mr. Gary La Venia, City Manager

Page 3 of 3

FORM A-1
CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

- I Steven C. Hallowell (printed name) am the Vice President (title) and the duly authorized representative of the firm of Wright-Pierce, Inc. (Firm Name) whose address is 601 South Lake Destiny Road, Suite 290, Maitland, FL 32751, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and.
- Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and.
- This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature:

Steven C. Hallowell

Printed Name:

Steven C. Hallowell

Firm Name:

Wright-Pierce, Inc.

Date: July 12, 2022

Sworn to or affirmed and subscribed before me by means of physical presence or [] online notarization, this 12th day of July, 2022, by Steven Hallowell (insert name of person making statement).

Personally known OR Produced identification

Kimberly Jean Micale Notary Public - State of Florida My

Commission expires: March 4, 2026

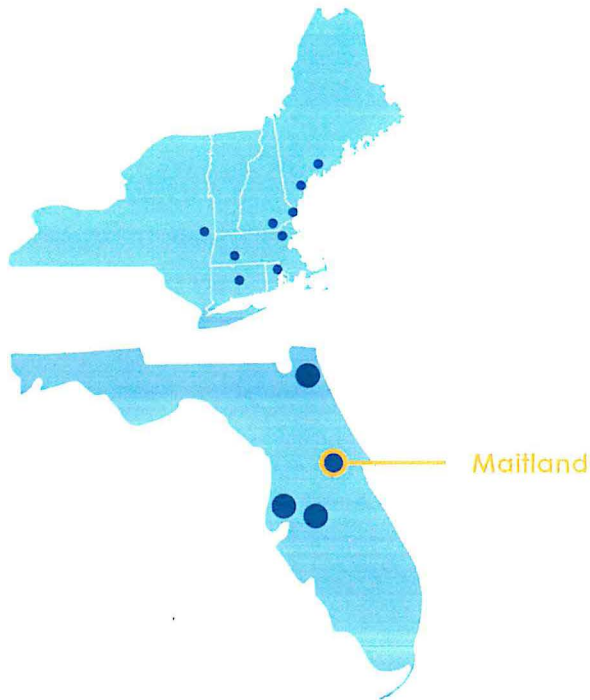


Page 15 of 21

B

FORM 1 FIRM PROFILE

<p>1. Firm (or joint venture) Name and Primary Corporate Address</p> <p>Firm Name: Wright-Pierce, Inc.</p> <p>Primary Corporate Address: 11 Bowdoin Mill Avenue, Suite 140, Topsham, ME 04086</p>	<p>1c. Licensed to do business in the State of Florida <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>1c. Registered to do business in the State of Florida <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>																					
<p>1a. Firm is ___ National <input checked="" type="checkbox"/> Regional ___ Local</p> <p>FEIN # <u>01-0228316</u></p>	<p>1d. Name, Title & Telephone Number of Principal to Contact</p> <p>Steven C. Hallowell, Vice President, 407.326.9744</p>																					
<p>1b. Firm is a Certified Minority Business Enterprise _Yes <input checked="" type="checkbox"/> No</p>	<p>1e. Address of office to perform work, if different from Item 1</p> <p>601 South Lake Destiny Road, Suite 290, Maitland, FL 32751</p>																					
<p>2. Please list the number of people by discipline that your firm/joint venture will commit to the City's project.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Wastewater</td> <td style="width: 10%; text-align: center;">6</td> <td rowspan="10" style="vertical-align: top; padding-left: 20px;"> <p style="color: #0070C0; font-size: 0.9em;">Wright-Pierce has over 300 engineers and support professionals available to support the City of Fruitland Park. The list to the left quantifies the staff per discipline represented in our Organizational Chart as shown on page C-4 of this Statement of Qualifications (SOQ). However, we will staff each of the City's projects based on the staff that is most qualified and most available to fulfill the project's technical, financial, and schedule requirements.</p> </td> </tr> <tr> <td>Water</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Civil</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Environmental</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Mechanical</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Instrumentation</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Electrical</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Architect</td> <td style="text-align: center;">1</td> </tr> <tr> <td>GIS</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Corporate</td> <td style="text-align: center;">2</td> </tr> </table>		Wastewater	6	<p style="color: #0070C0; font-size: 0.9em;">Wright-Pierce has over 300 engineers and support professionals available to support the City of Fruitland Park. The list to the left quantifies the staff per discipline represented in our Organizational Chart as shown on page C-4 of this Statement of Qualifications (SOQ). However, we will staff each of the City's projects based on the staff that is most qualified and most available to fulfill the project's technical, financial, and schedule requirements.</p>	Water	3	Civil	3	Environmental	1	Mechanical	1	Instrumentation	1	Electrical	1	Architect	1	GIS	2	Corporate	2
Wastewater	6	<p style="color: #0070C0; font-size: 0.9em;">Wright-Pierce has over 300 engineers and support professionals available to support the City of Fruitland Park. The list to the left quantifies the staff per discipline represented in our Organizational Chart as shown on page C-4 of this Statement of Qualifications (SOQ). However, we will staff each of the City's projects based on the staff that is most qualified and most available to fulfill the project's technical, financial, and schedule requirements.</p>																				
Water	3																					
Civil	3																					
Environmental	1																					
Mechanical	1																					
Instrumentation	1																					
Electrical	1																					
Architect	1																					
GIS	2																					
Corporate	2																					
<p>3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: 3a. Has this joint venture previously worked together? ___ Yes ___ No</p> <p>N/A.</p>																						



Our mission – to enhance your success by delivering reliable solutions, responsive service, and superior value.

- ENR Top 25 Wastewater Treatment Plants
- ENR Top 25 Sanitary and Storm Sewers
- ENR Top 50 Sewer and Waste Engineering
- Top 50 Trenchless Engineering Firms
- ENR Top 200 Environmental Firms
- ENR Top 500 Design Firms
- ACEC Award-Winning Projects
- PSMJ Circle of Excellence

Wright-Pierce Overview

Wright-Pierce is an award-winning, multidiscipline engineering firm that has been providing wastewater, drinking water, stormwater, and civil infrastructure services since 1947. Employee-owned and operated, our firm is made up of more than 300 engineers and support professionals located in offices throughout Florida and the Northeast. We complete many engineering projects each year, ranging in size from less than \$100,000 to more than \$100 million. We provide full engineering services from initial planning to design, bidding, construction administration, and operational support.

An Award-Winning Firm

Wright-Pierce has been recognized by several industry organizations for business performance and engineering excellence. We rank in Engineering News-Record (ENR) “Top” lists, including the Top 500 Design Firms and Top 200 Environmental Design Firms in the country. Many of our projects receive regional ACEC Engineering Excellence Awards.

In addition, Wright-Pierce is a multi-year winner of the PSMJ Resources, Inc. ‘Circle of Excellence’ Award. PSMJ is a firm dedicated to business practices of architectural and engineering (A/E) firms worldwide and bestows its Circle of Excellence award after assessing benchmarks for operations, management, and sustainability.

Responsive Service Focused on Your Success

The cornerstone of our business is to assist our clients in improving their communities while protecting public health and the environment. For every project, we focus on the following:

- Understanding the project issues and goals
- Stressing practical, operator-friendly solutions
- Identifying fiscal constraints and emphasizing value-based solutions
- Involving and collaborating with our clients throughout the project

2/19/2021

DBPR - WRIGHT-PIERCE, INC., Registry

8:13:45 AM 2/19/2021

Licensee Details

Licensee Information

Name: **WRIGHT-PIERCE, INC. (Primary Name)**
Main Address: **11 BOWDOIN MILL ISLAND
STE 140
TOPSHAM Maine 04086**
County: **OUT OF STATE**
License Mailing: **601 S. LAKE DESTINY ROAD
SUITE 290
MAITLAND FL 32751**
County: **ORANGE**
LicenseLocation:

License Information

License Type: **Registry**
Rank: **Registry**
License Number: **29336**
Status: **Current**
Licensure Date: **12/27/2010**
Expires:

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=3D3F526B95AB8E987E12077B80F83CAD>

1/1

C

Team Composition & Subconsultants



FORM 2 TEAM COMPOSITION

Name of Prime Firm: Wright-Pierce

Role	Name /City of Residence of individual assigned to project	Florida Active Registrations
Project Manager, Plan Reviews	Walt Nickel, PE (Gainesville, FL)	PE68638
Principal-in-Charge	Steve Hallowell, PE (Winter Park, FL)	PE80089
Client Services, Funding	Dennis Davis, PE, Assoc. DBIA (Williston, FL)	PE59299
Quality Assurance & Quality Control	Bartt Booz, PE (Mount Dora, FL)	PE76338
Wastewater Treatment & Process	Don Lee, PhD, PE, BCEE (Greenville, SC)	PE69820
Potable Water Treatment & Process	Greg Taylor, PE (Longwood, FL)	PE67480
Potable Water Supply	Katie Gierok, PE, ENV SP (Orlando, FL)	PE54020
Collection & Distribution Systems	Kelly Wehner, PE (Palm Harbor, FL)	PE60273
Stormwater Drainage, Roadway	Mike Hoffman, PE (Roanoke, VA)	PE91142
Master Planning, Hydraulic Modeling	Chris Baggett, PE (Tampa, FL)	PE56047
Lift Stations	Eben Spalding, PE (Maitland, FL)	PE91043
Structural	Mark Cunningham, PE (Manchester, CT)	PE81556
Mechanical	Rodney Greene, PE (Portsmouth, NH)	PE83842
I&C, SCADA	James Papadimitriou, PE (Westfield, MA)	PE83447

C – Team Composition & Subconsultants

Electrical	Steve Conway, PE (Jacksonville, FL)	PE53532
Architect	Ron Williams, AIA (Durham, ME)	AR98225
Plant Operations (Water)	Bill Young, COC, MPA (Jacksonville, FL)	DWC 0005835
Plant Operations (Wastewater), Infiltration & Inflow	Don McCullers, COA (Oldsmar, FL)	WWA 0003804
Permitting	Peter Hernandez, PE (Orlando, FL)	PE86601
GIS	Jeff Normandin, GISP (York, ME)	N/A
GIS	Christine Manderson, GISP (Topsham, ME)	N/A
Funding	Jess Richard (Lowell, MA)	N/A

Subconsultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Over-All Work on Entire Project*	Name of Individual Assigned to this Project	Firm worked with prime before	Individual Worked with prime before
Geotechnical Engineering	NADIC Engineering Services, Inc. 601 N Hart Blvd, Orlando, FL 32818	1%	Godwin Nnadi, PhD, PE	Yes (10 projects)	Yes
Boundary Survey/SUE Services	ECHO UES, Inc. 400 SR. 434, Suite 1024 Oviedo, FL 32765	3%	Jeffrey Comellas, PE	Yes (7 projects)	Yes
Environmental Services	Environmental Science Associates (ESA) 5401 S. Kirkman Rd, Ste 475 Orlando, FL 32819	1%	Susan Shaw	Yes (2 projects)	Yes

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? Yes No

*Actual % of work will vary based on project.

Organizational Chart

Between our full-service, diverse staff of experienced engineering professionals, operators, technicians, and support personnel, we have assembled a project team with many years of demonstrated experience in the completion of wastewater, drinking water, stormwater, civil, and associated infrastructure projects. Resumes for key staff members will follow the team member licenses.

Management

Principal-in-Charge

Steve Hallowell, PE

Client Services & Fu

Dennis Davis, PE, AS

Lead Project Engineers

Wastewater Treatment & Process

Don Lee, PhD, PE, BCEE

Stormwater Drainage

Michael Hoffman, PE

Potable Water Treatment & Process

Greg Taylor, PE

Master Planning & Modeling

Chris Baggett, PE

Potable Water Supply

Katie Gierok, PE

Lift Stations

Eben Spalding, PE

Collection & Distribution Systems

Kelly Wehner, PE, ENV SP

Roadway

Michael Hoffman, PE

Plan Reviews

Walt Nickel, PE

Subconsultants

Geotechnical Engineering

NADIC Engineering Services, Inc.

Godwin Nnadi, PhD, PE

Boundary Survey/S

ECHO UES, Inc.

Jerry Comellas, PE

Introducing your
Project Manager.

Walt Nickel, PE



Walt Nickel will be your dedicated Project Manager for this continuing services contract.

Walt will be responsible for implementing projects and will serve as the City's primary point of contact, coordinating technical efforts required of the team and monitoring schedule and budget compliance. Walt brings 37 years of experience in civil engineering and expertise in stormwater, roadway, pavement, and pump station design. He has worked with clients in the public and private sectors and leads the firm's civil engineering practice in Florida. Walt is well versed in managing multiple projects, preparing construction cost estimates, and writing technical specifications. He is a results-driven leader with a solid track record and demonstrated ability to align the right resources and teams to achieve project goals.



20+

Development plans reviewed



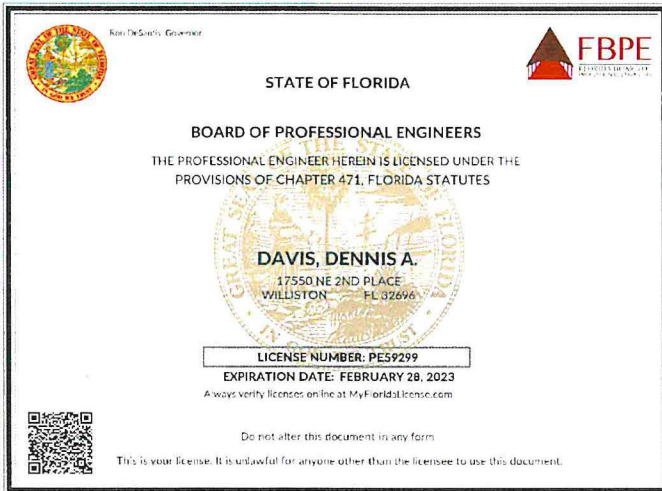
200+


Miles of roadways designed




13+

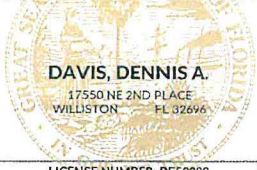
Stormwater drainage systems designed and constructed





 From: DeSoto, Governor

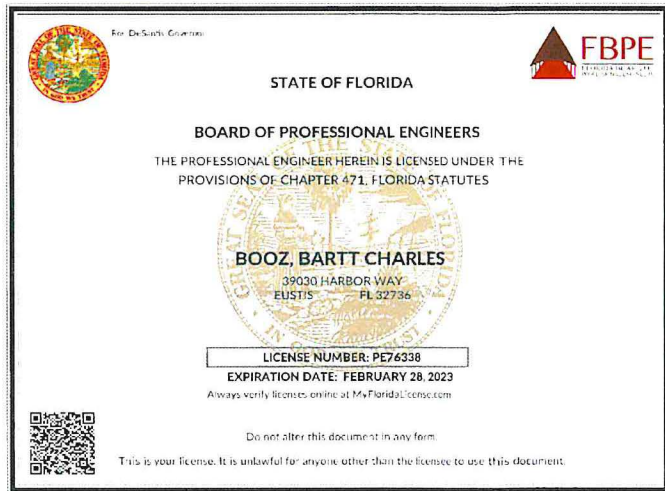

STATE OF FLORIDA


BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



DAVIS, DENNIS A.
 17550 NE 2ND PLACE
 WILLISTON FL 32696

LICENSE NUMBER: PE59299
EXPIRATION DATE: FEBRUARY 28, 2023
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BOOZ, BARTT CHARLES
 39030 HARBOR WAY
 EUSTIS FL 32736

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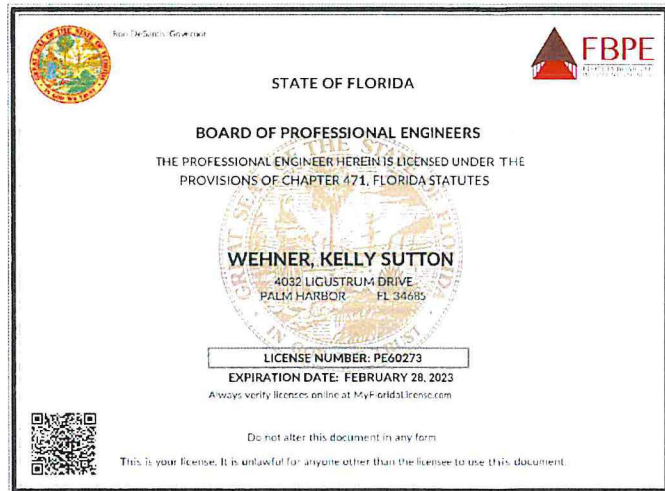

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GIEROK, KATHLEEN NEWELL
 1015 MUNSTER STREET
 ORLANDO FL 32803

LICENSE NUMBER: PE54020
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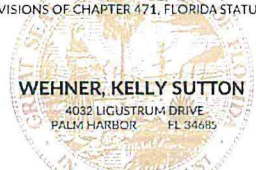

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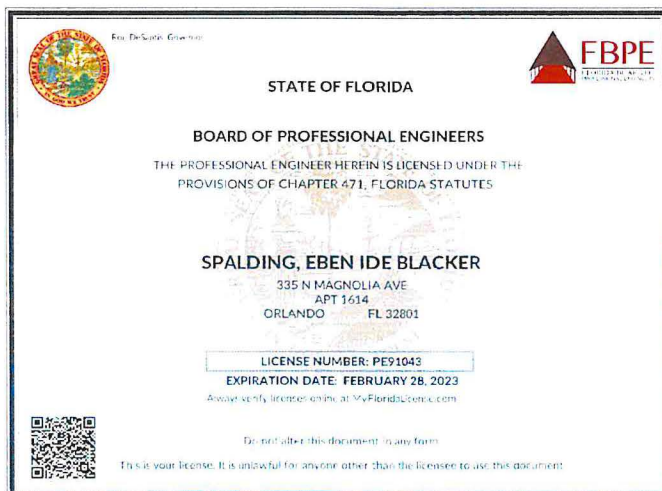

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WEHNER, KELLY SUTTON
 4032 LICISTRUM DRIVE
 PALM HARBOR FL 34685

LICENSE NUMBER: PE60273
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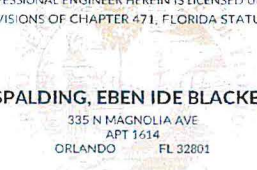

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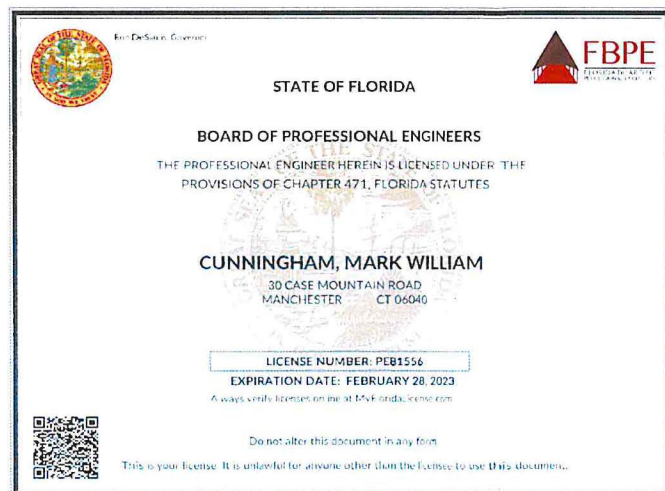

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SPALDING, EBEN IDE BLACKER
 335 N MAGNOLIA AVE
 APT 1614
 ORLANDO FL 32801

LICENSE NUMBER: PE91043
EXPIRATION DATE: FEBRUARY 28, 2023
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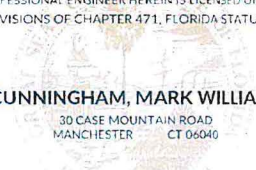

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CUNNINGHAM, MARK WILLIAM
 30 CASE MOUNTAIN ROAD
 MANCHESTER CT 06040

LICENSE NUMBER: PE81556
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GREENE, RODNEY THOMAS
 22 CHESTNUT WAY
 LEE, NH 03861

LICENSE NUMBER: PE33842
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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

WILLIAMS, RONALD DEAN
 11 BOWDOIN MILL ISLAND
 SUITE 140
 TOPSHAM, ME 04086

LICENSE NUMBER: AR98225
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State of Florida
 Department of Environmental Protection

ISSUED: 03/17/2021 LICENSE NO.: 0005835

THE CLASS C DRINKING WATER TREATMENT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2023

WILLIAM G. YOUNG

RON DESANTIS GOVERNOR
 NOAH VALENSTEIN SECRETARY

DISPLAY IS REQUIRED BY LAW

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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NNADI, GODWIN NGOZI
 13412 5TH ASH COURT
 ORLANDO, FL 32828-0000

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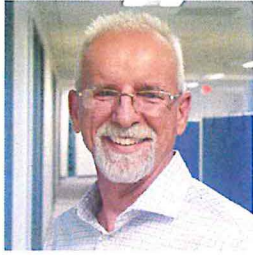
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COMELLAS, JERALDO JR
 10137 VISTA POINTE DRIVE
 TAMPA, FL 33635

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Walter A. Nickel, PE

CIVIL SENIOR PROJECT MANAGER

Project Assignment: Project Manager, Plan Reviews

Education

B.S.C.E., Civil Engineering,
Cleveland State University

Professional Registration

Florida
Ohio

Experience

37 Years

Joined Firm

2021

Project Awards

Launch Complex 48
Kennedy Space Center, NASA
2021 Silver Group Award

Central Campus Phase 1
Kennedy Space Center, NASA
2021 Sustainable
Environmental Award

Sweetwater Wetlands Park
2018 Reuse Project of the
Year Award, Florida Water
Environment Association

Sweetwater Wetlands Park
2016 City of Gainesville
Beautification Award

Sweetwater Wetlands Park
2015 Project of the Year
Award, American Society of
Civil Engineers (ASCE),
Florida Section

Sweetwater Wetlands Park
2015 Outstanding
Achievement Award, Florida
Stormwater Association

Sweetwater Wetlands Park
2015 Best Practice Award
Finalist, Sustainable Florida,
Working on the Green
Sustainability Summit

Role Description & Experience Summary

Walt brings 37 years of experience in civil engineering and expertise in stormwater, roadway, pavement, and pump station design. He has worked with clients in the public and private sectors and leads the firm’s civil engineering practice in Florida. Walt is well versed in managing multiple projects, preparing construction cost estimates, and writing technical specifications.

Relevant Project Experience

University of Central Florida Stormwater Compliance, Orlando, FL

Civil Engineer providing stormwater compliance services. Tasks included identifying system conveyance and storage capacity deficiencies for the 50- and 100-year storms for existing buildout conditions; a stormwater and drainage system evaluation using modeling results; and development of a stormwater CIP.

Infrastructure Revitalization Plan, Williston, FL

Lead Engineer for the roadway component of an infrastructure revitalization plan for the City’s water, wastewater, and roadway infrastructure. Includes review of previously proposed and remaining improvement projects and identification of general improvement needs (e.g., mill and resurface) and development of associated cost opinions.

CR 337 SCRAP Roadway Rehabilitation Project, Levy County, FL

Project Manager for construction administration of roadway upgrade project that received FDOT funding through the Small County Road Assistance Program (SCRAP).

Miscellaneous Municipal Engineering Services, Williston, FL

Project Manager providing support for the normal operation of the City’s public works department following staff departures. Thus far, Wright-Pierce has provided review of development plans for new developments; FDOT permitting services; grant application preparation; utility system evaluations; various professional opinions on engineering related matters; and design of minor pipelines.

Development Reviews, Wildwood, FL*

Project Manager and Senior QC Reviewer for development reviews submitted to the City by private developers. More than 18 projects were reviewed over a two-year period. The plans were reviewed for conformity with the City’s Land Development Code, and written comments were provided. Attended preconstruction meetings with the developer and their contractor to discuss City’s construction requirements. Final site reviews were conducted and, if in conformance with the project documents, certificates of completion were issued.

*Experience from previous employer



Steven C. Hallowell, PE

VICE PRESIDENT/SENIOR PROJECT MANAGER

Project Assignment: Principal-in-Charge

Education

M.B.A., Southern New Hampshire University

M.S., Civil Engineering, University of Massachusetts Lowell

B.S., Civil Engineering, University of Maine

Professional Registration

Florida
Connecticut
Maine
South Carolina
Louisiana
Georgia

Experience

37 Years

Joined Firm

1987

Professional Affiliations

Maine Wastewater Control Association

Maine Department of Environmental Protection Lagoon Task Force

American Water Works Association/Florida AWWA

Florida Water Environment Association

Awards

Cancer Survivor – 2000

Role Description & Experience Summary

Steve, Vice President/Senior Project Manager, will serve as Principal-in-Charge for this contract. In this role, he will be responsible for acting as the firm's authorized representative in any negotiations and for ensuring all contractual obligations are met. Additionally, Steve will be available to assist with meetings and presentations as necessary. As Principal-in-Charge, Steve will commit the team resources needed for this project. Steve serves in the Wastewater Practice Group with a wide range of experience in planning, design, and construction of wastewater and water facilities and infrastructure projects for municipal clients.

Relevant Project Experience

Ardice Water Treatment Plant Upgrade, Eustis, FL

Principal-in-Charge for the design, bidding, and construction administration of an upgrade to the Ardice Water Treatment Plant. Included permitting through the FDEP; demolition of water storage tank; construction of a new ground storage tank.

Wastewater Treatment Facilities Plan, Williston, FL

Principal-in-Charge and Technical Advisor for the development of a 20-year facilities plan for the 0.45-mgd Williston Wastewater Treatment Facility. Assessment included influent screening, oxidation ditch, flow splitting, secondary clarifiers, chemical disinfection, effluent storage and distribution to a restricted public access spray field, and aerobic sludge storage. Included evaluation of instrumentation, electrical, and architectural/ building systems. Identified an estimated \$3.77 M in necessary improvements to be implemented over three phases.

US 192/SR 500 Irrigation System Design and Permitting, St. Cloud, FL

Principal-in-Charge and QA/QC Officer for the design and permitting of an irrigation system to serve landscaping improvements along approximately three miles of US 192/SR 500 in St. Cloud. Included incorporation of intelligent control system, including weather sensor, flow sensors, and wireless communication to portable mobile phone app. Required FDEP distribution system and FDOT utility permits.

Potable Water Distribution System Looping Study, Haines City, FL

QC Reviewer for the evaluation of looping needs and locations along with the submittal of a cooperative funding application to SWFWMD. The evaluation and report identified dead-end or low-flow locations and systematically analyzed the improvements to the distribution system, which improved the water pressure and quality in the system, provided conceptual-level cost estimates for each identified improvement, and prioritized the improvements based on volume of water wasted and the cost-benefit of the improvement.



Dennis A. Davis, PE, Assoc. DBIA

SENIOR CLIENT SERVICE MANAGER

Project Assignment: Client Services and Funding

Education

B.S., Environmental Engineering, University of Florida

Professional Registration

Florida

Experience

24 Years

Joined Firm

2016

Professional Affiliations

Associate Design-Build Professional® (Assoc. DBIA®)

Florida Water Environment Association

Florida Water Environment Association-Utility Council

American Water Works Association

Florida League of Cities

Role Description & Experience Summary

Dennis will serve as the Client Service Manager and Funding Specialist for this contract. As Client Service Manager, he will be responsible for ensuring the team meets and exceeds expectations related to project performance. Dennis will also lead our team in identifying additional funding sources for any projects under this contract to minimize the overall project cost for Fruitland Park.

Relevant Project Experience

SWFWMD Cooperative Funding Initiative Grant Applications, Williston, FL

Prepared two grant applications for the multi-year John Henry Park stormwater infrastructure improvements project. Project included new piping and swales to deal with local flooding issues as well as the use of Biological Activated Media to improve water quality. Applications requested \$900,000 in funding over two funding cycles.

FDEP Wastewater Grant Applications, Polk County FL

As Client Service Manager and Grant Specialist for Polk County, identified an opportunity to submit FDEP Wastewater Grant Applications for three projects: NE WWTP Septage Receiving Stations, WW Package Plant Abandonment and new WW Pump Station and Force Main, and Crooked Lake Mobile Home Park Wastewater Improvements. Two of the three applications were approved netting the County almost \$4M in free grant funding.

CMAR Wastewater Treatment Facility Phase II Upgrade, Williston, FL

Client Service Manager and Alternative Delivery Specialist for Phase II upgrades to the 0.45-mg facility. Project included domestic wastewater permitting through the FDEP and a new tertiary denitrification sand filter with Micro-C chemical addition to achieve an annual average total nitrogen concentration of 6.0 mg/L.

Potable Water Distribution System Looping Study, Haines City, FL

Client Service Manager for the evaluation of looping needs and locations along with the submittal of a cooperative funding application to SWFWMD. The evaluation and report identified dead-end or low-flow locations and systematically analyzed the improvements to the distribution system.

Multi-agency Funding for Comprehensive WWTP Upgrade, Williston, FL

As Client Service Manager and Grant Specialist, identified opportunities from three funding programs to pay for two phases of a comprehensive WWTP upgrade program. Included a \$700,000 CDBG grant that was leveraged to obtain a \$2.3M FDEP Springs Grant and a \$1.825M FDEP Wastewater Grant. The City's all-in cost was approximately \$175,000 for a nearly \$5M WWTP upgrade.



Bartt C. Booz, PE

SENIOR PROJECT MANAGER

Project Assignment: Quality Assurance & Quality Control Manager

Education

B.S., Bioresource Engineering
Rutgers University

Professional Registration

Florida
Maine

Experience

27 Years

Joined Firm

2000

Professional Certifications

Intermediate Temporary
Traffic Control

Water Environment
Federation (WEF) Integrated
Leadership (2021)

Professional Affiliations

Florida Water Environment
Association (FWEA)

FWEA Wastewater Process
Committee Chair (2021 –
2022)

Publications

Booz, B.C. and Dwinal, C.A.,
"Sludge Dewatering in New
England: Types, Trends and
Case Studies," NEWEA
Journal,
Fall 2012

Presentations

Booz, B.C., "Savings through
Optimizing Aeration
Systems," Maine Wastewater
Control Association, Spring
Conference, April 2008

Role Description & Experience Summary

Bartt will assist with ensuring that our QA/QC program is implemented and will be a QC reviewer. Bartt is a Senior Project Manager in the Wastewater Practice Group at Wright-Pierce. His responsibilities include leading design teams in the evaluation and design of unit processes for wastewater treatment facilities and pumping stations; preparation of plans and specifications; coordination with regulatory and funding agencies; and construction administration.

Relevant Project Experience

Wastewater Treatment Facility Facilities Plan, Williston, FL

Project Manager for the development of a 20-year facilities plan for the 0.45-MGD Williston Wastewater Treatment Facility. Assessment included influent screening, oxidation ditch, flow splitting, secondary clarifiers, chemical disinfection, effluent storage and distribution to a restricted public access sprayfield, and aerobic sludge storage. Other systems, such as instrumentation, electrical, and architectural/building systems, also evaluated. An estimated \$3.77M in necessary improvements were identified to be implemented over three phases. Grant funding applications were submitted to the Florida Department of Economic Opportunity (CDBG) and FDEP (Springs Legislation funding), which resulted in approximately \$3.0M in grant funding.

Bates Avenue and Lift Station 1 Inflow and Infiltration Study Phase II, Eustis, FL

Project Manager for the study of the Bates Avenue/Lift Station 1 collection system to identify extraneous sources of inflow and infiltration into the collection system consisting of approximately 10,000 linear feet of 8-, 10- and 12-inch diameter pipe. Project included flow metering to measure flows within the collection system; installation of a rain gauge to obtain accurate rain data within the service area; night flow isolation measurement; and compiling data, findings, and recommendations with costs into a technical memorandum.

SR 405 Utility Relocates, Titusville, FL

Lead Project Engineer for the design, bidding, and construction administration phases of a utility relocate project for the City of Titusville, FL. Relocates were necessary due to the widening of SR 405 and Sisson Road. Project included relocation of water main and fire hydrants to allow the FDOT to install stormwater piping; wastewater force main relocates and tie-ins, permitting and clearance. The project included relocations of 10" force main, 16" reclaimed water main, 6" potable water main, and 8" reclaimed water main. Permits included FDEP water distribution and domestic wastewater permits and FDOT utility permit.



Dong-Uk Lee, PhD, PE, BCEE

SR. WASTEWATER PROCESS ENGINEER/PROJECT MANAGER

Project Assignment: Wastewater Treatment & Process Engineer

Education

Ph.D., Environmental Engineering, University of Florida

M.E., Environmental Engineering, Inha University South Korea

B.E., Environmental Engineering, Inha University South Korea

Professional Registration

Florida
South Carolina

Experience

25 Years

Joined Firm

2020

Professional Affiliations

Water Environment Federation (WEF)

Water Environment Association, South Carolina (WEASC)

Publications

Lee D.U., Woo S.H., Svoronos S.A., and Koopman, B., "Influence of Alternating Oxidic/Anoxic Conditions on Growth of Denitrifying Bacteria", Water Research, 2010

Lee D.U., Woo S.H., Svoronos S.A., and Koopman, B., "Determination of diauxic lag in continuous culture", Biotechnology and Bioengineering", 2008

Role Description & Experience Summary

Don will serve as a Lead Project Engineer for this contract focusing on wastewater treatment and processes. He will assist the Project Manager by leading the execution of designs, including technical calculations and the development of plans and specifications. Don has over 25 years of experience in academic research and consulting in wastewater process engineering. His expertise includes biological nutrient removal (BNR) modeling and process optimization.

Relevant Project Experience

Bates Avenue Wastewater Treatment Facility Expansion, Eustis, FL

Lead Project Engineer for the Bates Ave Wastewater Treatment Facility (WWTF) for the City of Eustis. The expansion alternatives include re-rating existing BNR trains, the addition of the third BNR train (Train C) consisting of a new three-stage step feed train and the addition of a fourth secondary clarifier.

Wastewater Reclamation Facility Phase II Upgrade, Williston, FL

Lead Project Engineer for the design, bidding, and construction administration of an upgrade to the 0.45-mgd Williston Wastewater Reclamation Facility (WRF). Included a new tertiary denitrification sand filter with Micro-C chemical addition to achieve an annual average total nitrogen concentration of 6.0 mg/L due to requirements set forth in a Basin Management Action Plan (BMAP) for the Rainbow Springshed.

Wiley M. Nash WRF Expansion & Upgrades, DeLand, FL

Project Manager and Lead Process Engineer for new headworks structure, BNR trains, secondary clarifiers, and other WRF improvements. Project includes services for conceptual, preliminary, and final design of the new five-mgd 5-stage Bardenpho BNR trains; and BioWin® modeling for BNR basin volume evaluations.

Wastewater Treatment Plant Nutrient Reduction Upgrades, Citrus County, FL

Lead Project Engineer for upgrades to the existing step feed process to reduce nitrogen effluent concentrations due to TMDL/BMAP requirements associated with local Outstanding Florida Springs. Project includes BioWin process modeling of the Meadowcrest WWTP and design of the recommended upgrades.

Headworks and Secondary Clarifier Upgrade, Polk County, FL

QC Reviewer for the design of two new 100-foot diameter secondary clarifiers to increase plant clarification capacity from 6.0 mgd to 9.0 mgd. Included two flow splitting structures and hydraulic improvements, stormwater pond relocation, two secondary clarifiers with plow and rake mechanisms, a new RAS/WAS pump station, two scum pumps, and replacement of two headworks screening conveyors with two new screenings wash presses.



Greg D. Taylor, PE

SENIOR PROJECT MANAGER

Project Assignment: Potable Water Treatment & Process

Education

B.S., Chemical Engineering,
Clemson University

Professional Registration

Florida
Virginia

Experience

20 Years

Joined Firm

2017

Professional Affiliations

Secretary, Board of
Governors (2018-Current),
Florida Section, American
Water Works Association

Trustee, Board of Governors
(2016-2018), Florida Section,
American Water Works
Association

Vice Chair, Region 3 (2015 to
2016), Florida Section,
American Water Works
Association

Chair, Region 3 (2013-2014),
Florida Section, American
Water Works Association

Vice Chair, Region 3 (2012 to
2013), Florida Section,
American Water Works
Association

Public Affairs Council Chair
(2011 to 2013), Florida
Section, American Water
Works Association

Treasurer, Region 3 (2004 to
2008), Florida Section,
American Water Works
Association

Role Description & Experience Summary

Greg will serve as the Lead Project Engineer for this contract, focusing on potable water treatment and processes and leading related execution of designs. Greg is a water treatment and pump station design expert experienced in the project management and engineering of utility capital improvements projects, including water treatment plants, pump stations, pipelines, and solids handling systems.

Relevant Project Experience

Ardice Water Treatment Plant (WTP) Improvements, Eustis, FL

Engineer-of-Record for the expansion and rehabilitation of the Ardice WTP. The project includes the conceptual design, preliminary design, final design, permitting, bidding services, and construction administration for the upgrades to the 6.28-mgd WTP. Includes demolition of a 500,000-gallon elevated steel water storage tank and construction of a new 500,000-gallon ground storage tank.

Village of Tequesta RO WTP Evaluation & Improvements Design, Tequesta, FL

Project Manager for a process efficiency evaluation of the WTP, which consists of a 2.7-mgd sand filter system and a 3.6-mgd reverse osmosis system. The evaluation's purpose was to identify potential means to increase efficiency by lowering power and chemical use, evaluate the existing control system hardware and software for standardization and a planned upgrade, and recommend methods to further automate the treatment processes. Selected upgrades are in the final design stage.

Salt Springs Water Well Upgrades, Marion County, FL

Project Manager for upgrades to this groundwater well that include construction of a new raw water well to act as a backup to the existing raw water well, a new well pump with a capacity of 750 gpm, new electrical feed, and modification of the existing raw and finished water pipelines to incorporate the new well.

Cypresswood WTP Improvements, Winter Haven, FL

Project Manager and Engineer-of-Record for the upgrade to the 324,000-gpd WTP. Includes the demolition of the existing WTP and construction of a new 4-MGD facility. The new facility includes two 2-mgd groundwater wells and supply pumps, two 1-MG ground storage tanks, and four 1-MGD high service pumps.

Mourning Dove WTP Solids Handling Upgrades, Titusville, FL

Project Manager and Engineer-of-Record for the expansion and rehabilitation of the solids handling systems. Includes the design and construction of a second sludge thickener for operational reliability, a new dewatering system for the solids, modifications to the filter backwash system, upgrades to the existing sludge drying beds, and a new backwash pumping station.



Kathleen N. Gierok, PE

SENIOR PROJECT MANAGER

Project Assignment: Potable Water Supply

Education

B.S., Environmental Engineering, University of Florida

Professional Registration

Florida

Experience

29 Years

Joined Firm

2017

Professional Affiliations

American Water Works Association – Florida (FLAWWA)

Florida Water Environment Association (FWEA)

Central Florida, Society of Women Engineers

Publications

Gierok, K.N., Taylor, G.D., Yoakum, B.A., Martinez-Marrerro, F., "Breaking Through Cost Barriers Associated with Developing an Alternative Water Supply by Integrating with an Existing Treatment System," Florida Water Resources Journal, February, 2021

Gierok, K.N., Chavez, M.F., McNeal, M.B., and Clasen, M.J., "Aquifer Storage and Recovery: Exploring a Real Solution for Reclaimed Water Supply Needs", Florida Water Resources Journal, September, 2015

Role Description & Experience Summary

Katie will serve as a Lead Project Engineer for this contract, focusing on potable water supply. She will assist the Project Manager by leading the execution of designs, including technical calculations and the development of plans and specifications. Katie is a licensed professional engineer with extensive experience in civil and environmental engineering. Her background includes planning, permitting, design, and construction administration for public utilities, including water, wastewater, reclaimed water pipeline and pump station facilities, water and wastewater treatment facilities, and site work/earthwork facilities. She has provided utility coordination, community-wide utility improvements, grant funding, and bond issue services.

Relevant Project Experience

Alternative Water Study, Fruitland Park, FL*

Project Manager for the feasibility analysis of several alternative water sources, including reclaimed water, water from the Ocklawaha River, stormwater, and water from Lake Griffin for a 10-year planning period. Analysis included a preliminary cost analysis for each alternative, along with the cost benefit per 1,000 gallons of water.

CUP Permitting, Fruitland Park, FL*

Senior Engineer for the CUP renewal of the water supply permit, including water supply planning, reclaimed water availability, and water demand projections.

CUP Permitting, Groveland, FL*

Project Manager for the CUP renewal of two public water supply permits, including water supply planning, ordinance development, water demand projections, and water conservation assistance. Project included permitting for the north service area, which includes two water treatment plants and a reclaimed water system with groundwater backup supply.

Administrative Challenge Support & CUP Permitting, Winter Haven, PRWC & Polk County, FL

Project Manager and Technical Lead for the development of technical support of three administrative challenges to the 50-year consumptive use permit (CUP) issued by the SWFWMD for the Peace River Manasota Regional Water Supply Authority (PRMRSWA) to withdraw all available supply above the required Minimum Flows and Levels (MFL) for the Peace River. Katie's leadership and strategy helped to successfully develop a settlement agreement and provide for an available supply from the Peace Creek and Peace River.

*Experience from previous employer



Kelly Wehner, PE, ENV SP

LEAD PROJECT ENGINEER / PROJECT MANAGER

Project Assignment: Collection & Distribution Systems

Education

M.S., Environmental Engineering & Science, Clemson University

B.S., Chemical Engineering, Clemson University

Professional Registration

Florida

Experience

23 Years

Joined Firm

2020

Professional Affiliations

Florida Water Environment Association (FWEA)

PACP/MACP/LACP Certified

Envision Sustainability Professional (ENV SP)

North American Society for Trenchless Technology (NASTT)

Florida Engineering Society (FES)

Institute for Sustainable Infrastructure (ISI)

Role Description & Experience Summary

Kelly will serve as the Lead Project Engineer for this contract, focusing on collection and distribution systems and leading the execution of related designs. Kelly has 23 years of experience in the planning, design, permitting, and construction management of water, wastewater, and reclaimed water projects.

Relevant Project Experience

Dazzo & Osborne Collection Systems Infiltration & Inflow Evaluation, Tampa, FL

Project involves review of historical data, CCTV data, and record drawings. Includes smoke testing, manhole inspections, and night flow and wet weather flow isolations. Assisted with technical memorandum summarizing data and recommendations.

Sanitary Sewer Flow Monitoring Study, Sarasota County, FL

Assistant Project Manager for the six-month flow monitoring and I&I analysis within two collection systems. Utilized 56 flow meters (50 temporary and 6 rotating meters) to determine areas with significant I/I in the system. Included a lift station evaluation using SCADA data from 79 stations to determine basins with high I/I.

Wastewater Collection System Flow Monitoring Services, Clearwater, FL

Assisting with 3-year permanent flow monitoring program with monthly I/I analysis. The project consists of a total of 25 flow meters, 15 rain gauges, and 5 groundwater gauges. Areas are prioritized based on excessive I/I.

Potable Water Distribution System Assessment, Tarpon Springs, FL*

Project Engineer responsible for building the City's potable water system hydraulic model by synchronizing with GIS data. Also involved with GIS data scrubbing, coordination and review of flow and pressure testing, and model calibration. Potable water demand projections and hydraulic modeling results within WaterGEMS® were used to identify existing issues and recommend future improvements.

Parramore Road Improvements Water Main, JEA, Jacksonville, FL*

Assisted with design and permitting of approximately 1,600 LF of new 16-inch water main. The new main included new water services, fire hydrants, and appurtenances.

L&R Industrial Boulevard Extension Utility Improvements, Tarpon Springs, FL*

Assisted with design and permitting of water and sewer improvements associated with the roadway extension and connection of the City's new reverse osmosis facility with the existing water distribution system. Included over 1,000 linear feet of 24-inch HDPE raw water main, 20-inch DIP finished water main, 18-inch HDPE concentrate line, and 4-inch PVC force main installed by open cut.

*Experience from previous employer



Michael K. Hoffman, PE

LEAD PROJECT ENGINEER

Project Assignment: Stormwater Drainage and Roadway

Education

B.S., Biological Engineering - Land and Water Resources concentration, University of Florida

Professional Registration

Florida

Experience

7 Years

Joined Firm

2022

Role Description & Experience Summary

Mike will serve as a Lead Project Engineer for this contract, focusing on stormwater drainage and roadways. He will assist the Project Manager by leading the execution of designs. Mike’s engineering expertise includes civil and agricultural engineering. He has experience in topographical surveying; nutrient load modeling, including BMPTrains; hydrology and hydraulic modeling, including ICPR, PONDS, and SSA; ArcGIS; Python; AUTOCAD Civil 3D; and construction stakeout.

Relevant Project Experience

Traffic Calming Design Guidelines & Master Plan, Lake Alfred, FL

Project engineer for the development of a Design Guidelines document based on the City’s recently updated land development codes. Project also includes development of a Street Improvements Master Plan for implementation of City projects so construction of traffic calming and streetscape improvements can be scheduled for construction at the same time as other City improvements.

Infrastructure Revitalization Plan, Williston, FL

Project engineer for the development of an Infrastructure Revitalization Plan for the City’s water, wastewater, and roadway infrastructure. Project includes a summary of needed roadway improvement projects with total project cost opinions, as well as a summary of water and wastewater system improvements and SRF facilities plan.

Treadway School Road Water Main, Leesburg, FL*

Lead Design Engineer for the extension of a water main 0.9 miles along Treadway School Road and Creek Road. Extension included horizontal directional drills (HDDs) crossing Lake County roadways. Used Civil 3D to accelerate the design and plans production of the HDDs. Completed permit applications for FDEP, City of Leesburg, and Lake County.

Big Soeey Drainage Improvements, Hastings, FL*

Lead Design Engineer on a team whose goal was to raise the roadways of East St. Johns Avenue and North Orange Street out of the 25-year floodplain and 10-year floodplain, respectively, for St. Johns County and to reduce flooding in the surrounding area. Designed the horizontal and vertical alignment of the 0.5-mile roadway to meet FDOT standards. Designed the roadway’s drainage system to meet FDOT, St. Johns County, and SJRWMD standards. Designed 0.25 miles of channel improvements with maintenance path. Performed nutrient loading modeling using BMPTrains to display net improvement using a wet detention pond. Provided a stormwater report for use in permitting with SJRWMD and FDOT.

*Experience from previous employer



Christopher C. Baggett, PE

SENIOR PROJECT MANAGER

Project Assignment: Master Planning and Hydraulic Modeling

Education

B.S., Civil Engineering,
University of Florida

Professional Registration

Florida

Experience

27 Years

Joined Firm

2018

Professional Affiliations

American Water Work
Association, Florida Section
(AWWA)

Publications

Baggett, C.C., Rosario, R., and
Cole, C., "Going Beyond
Steady-state Wastewater
System Modeling in Sarasota
County: A Case for Extended-
period Simulation", Florida
Water Resources Journal,
2013

Baggett, C.C., Hua, G.,
Powell, R., Reed, T., and Hall,
J., "Effective of Periodic
Breakpoint Chlorination on
Distribution System
Nitrification Control for
Pinellas County Utilities",
FWRC Conference, 2012

Baggett, C.C., Hua, G., Gordu,
F., Friedrich, T., Stasis, P.,
Powell, R., and Reed, T.,
"Controlling Nitrification in a
Distribution System
Receiving Blended Multiple
Source Waters – The
Experience of Pinellas County
Utilities", FWRC Conference,
2011

Experience Summary

Chris will serve as a Lead Project Engineer focusing on master planning and hydraulic modeling. Chris has over 27 years of experience planning, designing, analyzing, and modeling water, wastewater, and reclaimed water systems. His master planning and modeling experience includes small and large regional treatment and collection/distribution systems. His extensive analysis and modeling experience includes steady-state, extended-period, and transient hydraulic/surge network analysis as well as hydraulic profile modeling.

Relevant Project Experience

Water, Wastewater, and Reclaimed Water Master Plans Update, Apopka, FL

Lead Project Engineer for the update of the City's master plans. Included updating the hydraulic models based on new development over the last five years, calibrating the models, running existing conditions and future conditions scenarios, developing 10-, 20- and 30-year CIP project lists, and preparing a final report. Also included an integrated water resources plan that holistically evaluated all available water.

Conserv II Sub Area 1 and 2 Hydraulic Modeling, Orlando, FL

The City requested verification of existing and future operating conditions of lift stations and force mains that may be impacted by anticipated growth. Included development of a hydraulic model to represent existing conditions of the system using the provided GIS data, data collected from the field verification effort, and field surveying of critical lift stations and the gravity sewer system. The model was expanded to include the future lift stations and transmission system improvements.

Potable Water Master Plan, Citrus County, FL

Development of a County-wide potable water master plan that will identify upgrades needed over the next 20 years, including the infrastructure needed to provide potable water service to parcels identified for new sewer service in the Wastewater Treatment Feasibility Analysis. Included development of a hydraulic model to assess the timing of the system needs and to properly size water transmission mains and water treatment plant expansions.

NERUSA Water System EPS Modeling, Polk County, FL

Upgrade of the County's existing water system model for the Northeast Regional Utility Service Area (NERUSA) from a static model to an Extended Period Simulation (EPS) model to better determine needed upgrades within the water distribution system and allow for future assessment of development-related demands.

*Experience from previous employer



Eben I.B. Spalding, PE

PROJECT ENGINEER

Project Assignment: Lift Stations

Education

B.S., Civil and Environmental Engineering, University of Massachusetts Amherst

Professional Registration

Florida

Experience

6 Years

Joined Firm

2016

Role Description & Experience Summary

Eben will serve as a Lead Project Engineer for this contract, focusing on lift stations. He will assist the Project Manager by leading the execution of designs, including technical calculations and the development of plans and specifications. Eben provides engineering, hydraulic modeling, and GIS services for water distribution and wastewater systems, including pumping stations and treatment facilities.

Relevant Project Experience

Causeway Lift Station (LS#18) Improvements Project, Titusville, FL

Served as the Project Engineer for the complete replacement of a 200-gpm lift station. Included two new 200-gpm, 10-hp submersible pumps; new wetwell; permanent bypass piping; new discharge piping with metering and by-pass capabilities; emergency power interconnection and switchgear; new electrical feed; yard piping; replacement of approximately 150 LF of old 10-inch VCP gravity sewer piping; and instrumentation and controls..

Marina Lift Station (LS#71) Improvements Project, Titusville, FL

Served as the Project Engineer for the complete replacement of an 80-gpm lift station. A hydraulic model of the collection system was created to size the replacement station to prevent sewer backups occasionally experienced. Included two new 80-gpm, 5-hp submersible pumps; new wetwell; new discharge piping with metering and by-pass capabilities; approximately 370 LF of 8-inch PVC gravity sewer piping; and instrumentation and controls.

Lift Station 55 Replacement Project, Orlando, FL

Project Engineer for the design of the replacement of the 3.8-mgd Lift Station 55. Existing station was a wet well/dry well station with vertical centrifugal and extended shaft pumps constructed in 1974. Includes constructing a new submersible pump station wet well; installation of three new submersible pumps; and new PLC controls.

Lift Station 2 Replacement Project, Orlando, FL

Project engineer in the design of the replacement of the 5.8-MGD Lift Station 2. Includes constructing a new submersible pump station wet well; installation of four new submersible pumps; new electrical building and diesel emergency generator; new two-stage odor control system; and new PLC controls with radio telemetry.

Lift Station 85 Replacement, Orlando, FL

Project engineer in the design of the replacement of the 6.3 MGD Lift Station 85. Existing station was a wet well/dry well station with vertical centrifugal, extended shaft pumps constructed in 1980. Includes constructing a new submersible pump station wet well; and installation of four new submersible pumps.

D

Location & Percentage of Work

D

FORM 3 LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on this project will be performed:

601 South Lake Destiny Road, Suite 290, Maitland, FL 32751

2. Indicate percentage of total over-all project fees projected to be performed on this project by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

85%

3. Specify address of Prime Consultant's other office(s) where any part of the work on this project will be performed (if applicable):

4720 Salisbury Road, Suite 219, Jacksonville, FL 32256
3820 Northdale Boulevard, Suite 109A, Tampa, FL 33624
75 Washington Avenue, Suite 202, Portland, ME 04101
169 Main Street, 700 Plaza Middlesex, Middletown, CT 06457
230 Commerce Wat, Suite 302, Portsmouth, NH 03801
94 North Elm Street, Suite 205, Westfield, MA 01085
11 Bowdoin Mill Island, Suite 140, Topsham, ME 04086

4. Indicate percentage of total over-all fees projected to be performed on this project by the office specified above. Do not include percentage of fees anticipated to be performed on this project by sub-consultants.

11%

5. Indicate percentage of total over-all fees projected to be performed on this project by firms located within the City including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

0%

Commitment to Fruitland Park

In 2015, Wright-Pierce opened an Orange County office in anticipation of servicing the City of Fruitland Park and its neighboring municipalities. Since then, we have worked on a number of important local projects, including continuing services projects for the Cities of Orlando, Eustis, Apopka, and Clermont. These ongoing projects routinely bring our engineers into the City’s vicinity, which is a short drive from our primary and satellite Florida offices in Maitland and Lakeland.

Subconsultants

We have partnered with NADIC Engineering Services, Inc., ECHO UES, Inc., and Environmental Science Associates (ESA), whose primary offices are in Orlando and Oviedo. In selecting a team that both lives and employs locally, the City will enjoy the added benefit of stimulating its own economy as it completes this project.

1 Wright-Pierce

601 South Lake Destiny Rd
Suite 290
Maitland, FL 32751



68 min



44 mi



2 NADIC

601 N Hart Boulevard
Orlando, FL 32818



52 min



45 mi

3 ECHO UES

400 SR. 434, Ste 1024
Oviedo, FL 32765



68 min



52 mi

4 ESA

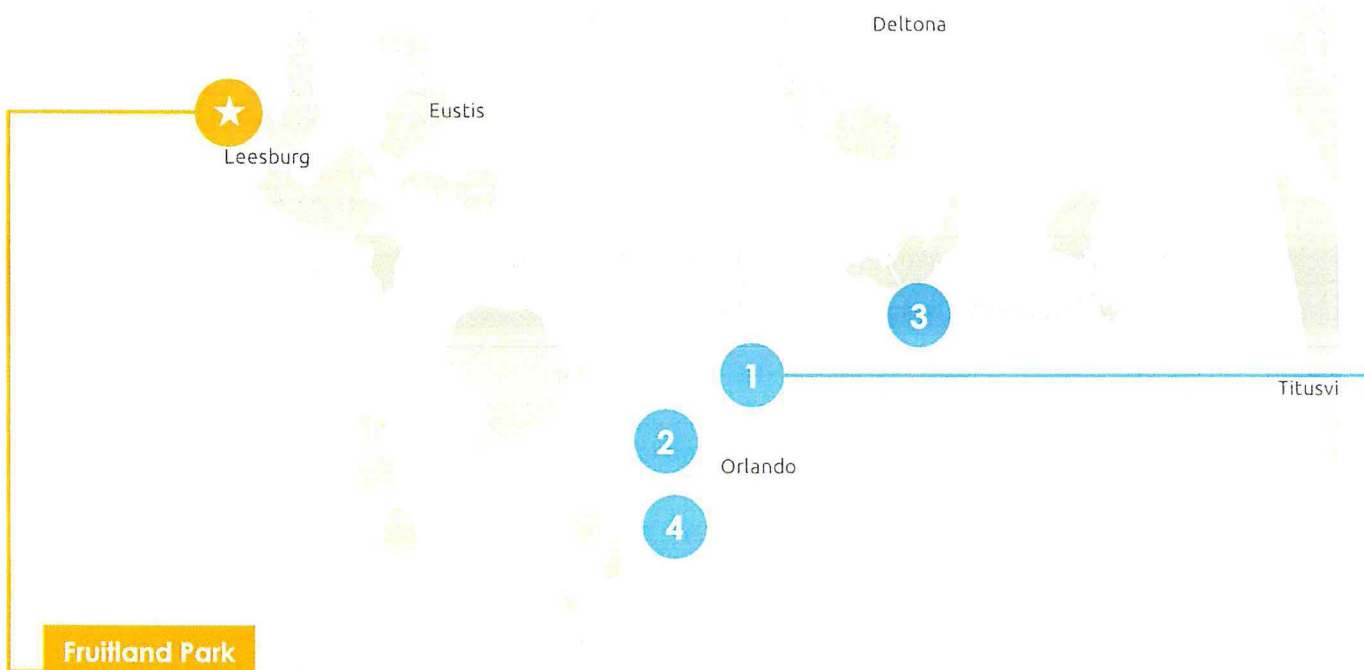
5401 S. Kirkman Rd,
Ste.475
Orlando, FL 32819



56 min



48 mi



EE

Continuing Services Contract

Williston, Florida



In 2017, the City of Williston selected Wright-Pierce for a continuing services contract for assistance with projects throughout the city, including stormwater, water, and wastewater utility systems and public works/civil engineering projects. Example projects completed under our continuing services contract include:

- **Plan Review.** Developed standard details for Williston to provide to developers to ensure development happens in accordance with City requirements. Performed review of residential and commercial development plans to ensure conformance with standard details and land development code.
- **New City Hall.** Structural, electrical, and mechanical engineering design services for a new 14,000-sf city hall building.
- **John Henry Park Stormwater Project.** Prepared grant application and obtained almost \$1M in funding from the SWFWMD. Designed stormwater management system, including a new pond, swales, culverts, and other miscellaneous upgrades to reduce flooding.
- **Various Grant Funding Initiatives.** Developed six grant funding applications for various wastewater collection system upgrades totaling more than \$10 million in funding requests. To date, over \$4 million in funding has been approved.

Client Contact

City of Williston

50 North Main St.
Williston, FL 32696

Jackie Gorman

City Manager
352.528.3060
city.manager@willistonfl.org

Highlights

- City engineer services
- Wastewater treatment services
- Wastewater transmission services
- Grant funding services

Completion Dates

2018 (City Hall)
Ongoing (Stormwater Project)
Ongoing (Water & Sewer Utilities)
Ongoing (Plan Review)

Key Personnel

Contract Manager: Dennis Davis
Technical Advisor: Steve Hallowell
Wastewater Lead: Bartt Booz
Water Lead: Greg Taylor
Structural: Mark Cunningham
Electrical: Steve LaPrise
I&C: Jim Papadimitriou
Mechanical/HVAC: Rodney Greene

Total Cost Estimate

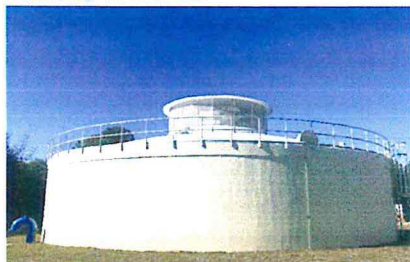
Entire Project Cost: \$4,144,000
Firm's Work Cost: \$3,434,500

All projects completed on time and on budget.

Obtained \$750,000 CDBG grant funding and \$2.1M FDEP Springs Legislation grant funding to pay for over 80% of WWTF Upgrades.

Continuing Services Contract

Eustis, Florida



Wright-Pierce provides water, wastewater, and reclaimed water utility engineering services on a continuing basis to the City of Eustis, including planning, design, permitting, and construction-phase services for a variety of utility-related projects. Example projects under our continuing services contract include:

- **Haselton WTP Generator.** Designed a new emergency generator for this facility using the load analysis to size a new generator.
- **Ardice WTP Improvements.** Design, permitting, and bid-phase and construction-phase services of a new 500,000-gallon ground storage tank, hydropneumatic tank, and high-service pump station at the 6.38-mgd Ardice WTP.
- **NASSCO Training.** Performed NASSCO PACP/MACP/LACP training for City staff.
- **Bates Ave WWTP Expansion.** Design of a 0.8-mgd expansion of the 3.2-mgd facility, which includes a new process train and clarifier as well as upgrades to many unit processes.
- **Lift Stations (LS) 7, 17, and Palmetto Street I&I Study.** Includes deployment of one City-owned rain gauge; two City-owned gravity flow meters within the LS 7, LS 17, and Palmetto Street areas; night flow isolations; and smoke testing.

Client Contact

City of Eustis

10 N Grove St.
Eustis, FL 32727

Rick Gierok, PE

Public Works Director
352.357.2414
gierokr@ci.eustis.fl.us

Highlights

- Water treatment, distribution, and transmission services
- Wastewater collection services
- Electrical upgrades services

Completion Dates

2020 (Haselton WTP Generator)
2021(Ardice WTP Improvements)
2021 – 2022 (NASSCO Training)
Ongoing (WWTP Exp. Design Phase)
2021 (LS 7, 17, Palmetto I&I)

Key Personnel

Contract Manager: Dennis Davis
Project Manager: Steve Hallowell
Wastewater Lead: Bartt Booz
Potable Water Lead: Greg Taylor
Wastewater Process: Don Lee
I&I: Don McCullers
Structural: Mark Cunningham
I&C: Jim Papadimitriou

Total Cost Estimate

Entire Project Cost: \$2,444,059
Firm's Work Cost: \$940,809

All projects completed on time and on budget.

Wright-Pierce completed the design phases for the WTP upgrades ahead of schedule and construction/bidding began two months ahead of schedule.

Stormwater Needs Analysis

Flagler Beach, Florida



In 2021, Florida's House of Representatives passed Florida House Bill 53, which includes a statute requiring each provider of stormwater management services to develop a 20-year infrastructure needs analysis that must be updated every five years. The new statute places the burden of completing this needs analysis on individual utilities and municipalities, and these entities must submit their needs analyses to their home county by June 30, 2022 and every five years thereafter. The legislature has tasked oversight and administration of the program to the Office of Economic & Demographic Research (EDR), and EDR has prepared an eight-part reporting template to standardize the process.

To comply with the State's requirements, the City of Flagler Beach retained Wright-Pierce to provide the following services:

- Quantify the City's stormwater system
- Meet with City staff to discuss system issues and concerns
- Discuss planned system improvements and/or expansions
- Review current and planned stormwater-related funding
- Complete and submit EDR's template to Flagler County

Client Contact

City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, FL 32126

Lee R. Richards, PhD, RA

Program Coordinator for Engineering Services
386.517.2000 ext. 248
lrichards@cityofflaglerbeach.com

Highlights

- Stormwater system quantification
- Funding review
- Completion of EDR template
- Submittal of EDR template

Completion Dates

June 2022

Key Personnel

Principal-in-Charge: Steve Hallowell
Client Services: Dennis Davis
Civil Project Manager: Walt Nickel

Total Cost Estimate

Entire Project Cost: \$19,100
Firm's Work Cost: \$19,100

Project completed on time and under budget.

Wright-Pierce developed and submitted an EDR template to Flagler County in compliance with Florida House Bull 53 in only 3 weeks' time and at half of the estimated cost of \$38,200.

Continuing Services Contract

Lake Alfred, Florida



In 2019, the City of Lake Alfred selected Wright-Pierce for a continuing services contract to assist with projects related to its stormwater, water, and wastewater utility systems and general public works/civil engineering projects. Example projects under this contract include:

- Buena Vista Pump Station Upgrade.** Providing design, permitting, bidding, and construction-phase services for upgrades to resolve issues related to standing water in the drywell, confined safety requirements, and population growth and site development. Upgrades include a new 10-foot diameter precast concrete wetwell for a triplex submersible pump configuration, rehabilitation of the wetwell and use as a junction manhole upstream of the proposed wetwell, three submersible pumps, and emergency standby generator.
- Traffic Calming Master Plan.** Development of a design guideline document to inform appropriate application of traffic calming measures, dimensional guidance, construction materials, and products such as street furniture. Scope includes the preparation of an interactive GIS Master Plan, which involves creating online GIS layers for tax parcels, zoning, land use, and utilities; performing a desktop study; and prioritizing projects for implementation.

Client Contact

City of Lake Alfred

155 E. Pomelo Street
Lake Alfred, FL 33850

John Deaton

Public Works Director
863.291.5270
JDeaton@MyLakeAlfred.com

Highlights

- Wastewater collection system
- Transportation planning
- GIS system development

Completion Dates

Ongoing (Buena Vista Pump Station)
Ongoing (Traffic Calming Master Plan)

Key Personnel

Principal-in-Charge: Steve Hallowell
Client Services: Dennis Davis
Civil Project Manager: Walt Nickel
Civil: Mike Hoffman
Wastewater Lead: Bartt Booz
Water Lead.: Greg Taylor
Project Eng.: Eben Spalding
Project Eng.: Peter Hernandez

Total Cost Estimate

Entire Project Cost: \$239,900
Firm's Work Cost: \$195,000

All projects completed on time and on budget.

Wright-Pierce has been providing continuing services to the City of Lake Alfred since 2019.

Solid Waste Study

Clermont, Florida



As part of its solid waste collection program, the City of Clermont offers residential curbside MSW and recycling pickup in addition to periodic yard waste and bulk waste collection. The waste is hauled using collection vehicles, which travel to a private transfer station, or using a direct haul system to Heart of Florida Landfill.

The City has retained Wright-Pierce to assist with the creation of a solid waste master plan. The plan will be used to address growth opportunities for the solid waste program, including innovative waste management solutions to address challenges experienced by commercial customers who may benefit from a dedicated commercial collection program.

To assist the City, Wright-Pierce collected and evaluated five years of waste generation data, population data, and future population projections; will review five years of financial data to better project future revenue and expenditures; will review waste disposal options, including the cost of construction and operation of a transfer station as an alternative to the current direct-haul option; will review the commercial collection program, including review of commercial collection challenges; will analyze waste diversion; will construct financial model of the program's revenue and expenditure; will review the City's solid waste code and ordinances; and will submit a master plan report, including a solid waste management approach.

Client Contact

City of Clermont

685 W. Montrose Street
Clermont, FL 34711

James Maiworm

Assistant Director of Public Works
352.241.0178

jmaiworm@clermontfl.org

Highlights

- Waste collection rates and projections
- Financial review
- Waste disposal options review
- Commercial collection program review
- Waste diversion analysis
- Solid waste program, rate study
- Solid waste code and ordinances review
- Master plan report

Completion Dates

2021 – Ongoing

Key Personnel

Principal-in-Charge: Steve Hallowell

Client Services: Dennis Davis

Project Manager: Greg Taylor

Total Cost Estimate

Entire Project Cost: \$166,550

Firm's Work Cost: \$50,000

Project completed on time and on budget.

The City's solid waste program faced several serious issues, including financing/rates, increased development, and increased fees. Wright-Pierce and its subconsultant developed a Solid Waste Master Plan that provided the City with a path forward to addressing these issues.

Continuing Services Contracts

Apopka, Florida



The City of Apopka selected Wright-Pierce for a Continuing Services Contract in 2018 to assist with various utilities engineering projects. Projects under this contract include:

- **Comprehensive Utilities Master Plan.** Updated the City's water, wastewater and reclaimed water master plans for the next 20-year planning period. Project included: substantial improvements to the City's existing hydraulic models, including calibrating each; development of growth projections and associated demand and flow estimates; development of a 20-year CIP budget.
- **Sewer System Extended Simulation Model.** Due to extensive growth City needed a tool to better plan for needed upgrades to its wastewater collection system. Used static sewer system hydraulic model to develop a dynamic model and ran extended period simulations to thoroughly understand right size future upgrades.
- **Water Plant Regionalization Evaluation.** In response to major land use changes and population growth, the City tasked Wright-Pierce with investigating the regionalization of its water treatment facilities to reduce overhead costs, increase efficiency, and maintain system reliability.

Client Contact

City of Apopka

748 E Cleveland St.
Apopka, FL 32703

Vladmir Simonovski, MS, PE

Utility Design Manager
407.703.1717
vsimonovski@apopka.net

Highlights

- Water, wastewater, and reclaimed water hydraulic models
- Development of 5-, 10-, 15- and 20-year CIP
- Condition assessments
- Fire hydrant flow tests and pump station draw down tests for model calibration

Completion Dates

2019 (Utility Master Plan)
Ongoing (Sewer System EPS Model)
Ongoing (Water Plant
Regionalization Evaluation)

Key Personnel

Principal-in-Charge: Steve Hollowell
Client Services: Dennis Davis
Project Manager: Greg Taylor
Water Supply: Katie Gierok
Hydraulics: Chris Baggett

Total Cost Estimate

Entire Project Cost: \$394,000
Firm's Work Cost: \$394,000

All projects completed on time and on budget.

To better optimize the City's overall water use strategy, Wright-Pierce applied a "One Water" evaluation framework. The models are now used to coordinate with developers to properly size new infrastructure for short- and long-term viability of the assets

Continuing Services and CEI Projects

Daytona Beach, Florida



Wright-Pierce provides continuing engineering services for projects related to the design and planning of wastewater and water treatment systems and associated modeling, SCADA, and GIS work. Example projects awarded through this contract as well as a separate construction engineering and inspection (CEI) services RFQ include the following:

- **Westside Regional WRF CEI Services.** Performed CEI services for the installation of a new dewatering system. Provided construction administration services and a part-time Resident Project Representative (RPR).
- **Brennan WTP Lime Solids Handling Alternatives Analysis.** The Brennan WTP's existing system utilizes a lime softening process that produces a lime solids byproduct. Wright-Pierce is evaluating the existing lime solids handling process and reviewing alternative lime solids handling methods and disposal options.
- **Miscellaneous Engineering Services.** Wright-Pierce is occasionally tasked with performing consultations and independent quality control reviews of various plans and engineering documents prepared by the City and its other consultants.
- **Lift Station Replacements.** Provided lift station replacement services to LS 40, LS 69, and LS 65. LS capacities range in size from 440 gpm to 1,100 gpm.

Client Contact

City of Daytona Beach

301 S. Ridgewood Avenue
Daytona Beach, FL 32114

Eric Smith, PE

Deputy Utilities Director
386.671.8829
SmithEric@CODB.US

Highlights

- Continuing services contract recently awarded
- Beachside utility
- CEI services for implementation of WRF upgrades
- RPR services
- Review of shop drawings, specs, contract documents

Completion Dates

Ongoing (Westside Regional WRF CEI)
Ongoing (Project Reviews)
Ongoing (Lime Solids Handling)
Ongoing (LS 40 Replacement)
Ongoing (LS 69 Replacement)
Ongoing (LS 65 Replacement)

Key Personnel

Principal-in-Charge: Steve Hallowell
Client Services: Dennis Davis
Project Manager: Greg Taylor
Lift Station Design: Bartt Booz
Lift Station Support: Eben Spalding

Total Cost Estimate

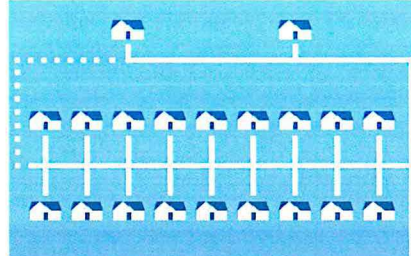
Entire Project Cost: \$1,851,326
Firm's Work Cost: \$684,026

All projects completed on time and on budget.

Wright-Pierce is providing water, wastewater, CEI, and utility-related services to the City of Daytona Beach.

Continuing Services Contracts

Haines City, Florida



Wright-Pierce provides water and wastewater utility engineering services on a continuing basis to the City of Haines City, including planning, design, permitting, and construction phase services for a variety of utility-related projects. Example projects completed under our continuing services contract include:

- **Generic Front-End Contract Bidding Documents.** Development of standard front-end documents that would precede technical specifications for the public bidding of construction projects.
- **Distribution System Looping Study.** Identification of dead-end and low-flow locations and systematic analysis to identify improvements to improve water pressure and quality. Prepared SWFWMD Cooperative Funding Initiative grant application package for projects resulting from study.
- **State Road 544 Water Main Extension.** Preliminary design, final design, bidding services, and permitting assistance of a new potable water main to improve water quality and pressure for existing and future customers.
- **Lake Eva Emergency Generator.** Engineering drawings for permitting of a new permanently mounted 250kW generator for Lake Eva Community Center.

Client Contact

City of Haines City

426 Claude Holmes Sr. Ave.
Haines City, FL 33844

Tracy Mercer

Utilities Director
863.421.3695
tmercer@hainescity.com

Highlights

- Providing services related to reclaimed water
- Providing services related to potable water distribution
- Providing services related to electrical backup power

Completion Dates

2018 (Bidding Documents)
2018 (Looping Study)
2019 (SR 544 Water Main Extension)
2019 (Lake Eva Generator)

Key Personnel

Principal-in-Charge: Steve Hallowell
Client Services: Dennis Davis
Project Manager: Katie Gierok
Potable Water: Greg Taylor
GIS: Christine Manderson

Total Cost Estimate

Entire Project Cost: \$128,971
Firm's Work Cost: \$128,971

All projects completed on time and on budget.

Wright-Pierce is proud to have been selected first among seven firms for this continuing professional services contract.

Continuing Services Contracts

St. Cloud, Florida



The City of St. Cloud selected Wright-Pierce for a Continuing Services Contract in 2017 to perform projects for its Public Works Department, which includes its Environmental Services/Utilities and Solid Waste Divisions. Projects under this contract include:

- **Fire Station 33 Emergency Generator.** Engineering drawings for installation of a new permanently mounted 208v single phase 125 kw generator for City's new Fire Station 33.
- **SR 500/US 192 Irrigation System.** Conceptual and final design and bidding phase services for project that included design of an irrigation system for the newly widened US 192 in downtown.
- **City Hall Landscape & Irrigation Renovations.** Design and bidding phase services for project that included design of an irrigation system and landscape improvements for City Hall.
- **Utility Management Study.** Wright-Pierce conducted a review of the City's utility program revenues and expenditures to guide policy decisions on future utility rates and capital improvement fund as well as an evaluation as to if the utility should join a neighboring utility authority.

Client Contact

City of St. Cloud

1300 9th St.
St. Cloud, FL 34769

Cameron Crandell

Deputy Director, Enviro. Utilities
407.957.7279
ccrandell@stcloud.org

Highlights

- Providing services related to reclaimed water
- Providing services related to potable water distribution
- Providing services related to electrical backup power

Completion Dates

2019 (Fire Station 33)
2019 (SR 500 Irrigation System)
2019 (City Hall)
Ongoing (Utility Management Study)

Key Personnel

Principal-in-Charge: Steve Hallowell
Client Services: Dennis Davis
QA/QC: Bart Booz
Stormwater/Civil: Walt Nickel
Water Treatment/Process: Greg Taylor
Potable Water Supply: Katie Gierok

Total Cost Estimate

Entire Project Cost: \$303,390
Firm's Work Cost: \$298,860

All projects completed on time and on budget.

Wright-Pierce's staff has been recognized by the City of St. Cloud for our ability to provide engineering services for a wide arrange of small projects that other larger engineering firms would not want to perform.

Continuing Services Contracts

Titusville, Florida



Wright-Pierce provides water and wastewater utility engineering services on a continuing basis to the City of Titusville, including planning, design, permitting, and construction phase services for a variety of utility-related projects. Example projects completed under our continuing services contract include:

- Causeway & Marina Lift Station Improvements.** Improvements to upgrade one lift station and replace another aged lift station. Both lift station rehabilitations included complete replacement of the wetwells to nearby areas, new gravity piping to the new wetwell, new submersible pumping systems, electrical services, yard piping, and other miscellaneous improvements.
- Cybersecurity Assessment.** Evaluation and assessment of current and future states of the Wide Area Network and System Architecture, overall SCADA network connectivity, hardware, and software with respect to current policies and business processes involving internal and external data transfer. Results were compiled into a findings and recommendations report to minimize cybersecurity risks.
- State Road 405 Utilities Relocation.** Engineering services to relocate utilities due to a DOT roadway widening project.

Client Contact

City of Titusville

Utility Engineering
2910 Garden St.
Titusville, FL 32796

Ashleigh Smith, PE

Utility Engineering Manager
321.567.3859
ashleigh.smith@titusville.com

Highlights

- Incorporated new ideas to update City standards and procedures
- LS emergency generator/bypass connections
- Reduction of I&I
- Met AWIA requirements

Completion Dates

2020 (Design of Causeway LS)
2021 (Design of Marina LS)
2019 (Cybersecurity)
2019 (Design of SR 405)

Key Personnel

Principal-in-Charge: Steve Hallowell

Client Services: Dennis Davis

Project Manager: Bart Booz

Potable Water: Katie Gierok

Potable Water: Greg Taylor

Structural: Mark Cunningham

I&C: Jim Papadimitriou

Electrical: Steve Conway

Total Cost Estimate

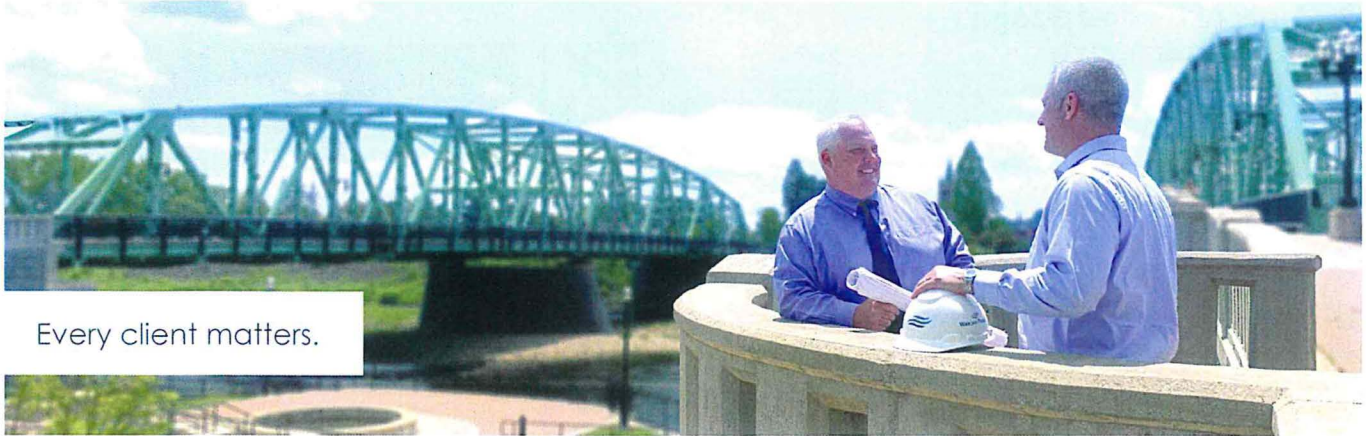
Entire Project Cost: \$1,844,960

Firm's Work Cost: \$397,125

All projects completed on time and on budget.

Wright-Pierce assisted the City in obtaining SRF funding for the Mourning Dove WTP and secured approximately \$1.2 million in principal forgiveness.





Every client matters.

Working with Modest-Size Clients

Throughout our history, Wright-Pierce has worked with clients who have populations similar in size to that of the City of Fruitland Park. Our proposed team members have worked for communities with as few as 250 people, affording us an understanding of the needs of modest-size clients.

Reliable & Committed Partner

A common sentiment conveyed by our smaller clients is our staff's reliability and commitment to their projects. While other firms tend to prioritize the needs of high-profile and deep-pocketed clients, Wright-Pierce values all of our clients equally, maintaining schedules as well as the quality of our work to the same standard across the board. Our managers convene on a weekly basis to ensure each of their projects has sufficient resources for the successful completion of their projects.

Working with Smaller Project Budgets

We recognize that budgets and cost-effectiveness are significant factors when working with smaller clients. Our team will establish a clear understanding of your goals and budgetary constraints from the onset of a project to cost-efficiently carry a project from conceptual design to construction. Similarly, should we find your goals are not feasible with a given budget, we will work to inform your staff and discuss ways to achieve the same objectives while remaining within your budget.

Additionally, we are well versed in assisting clients with expanding project budgets using grant funding opportunities. If funding can be brought to the table, the regulating entity may require our clients to provide only matching funds, stretching their dollar further and greatly reducing the overall cost to them. We have worked with many State and Federal agencies to secure funding, including the following:

- DEO – CDBG
- FDEP – Springs Initiative/ Wastewater Grant
- 319h program
- SRF Clean Water/Drinking Water
- FRDAP
- SWFWMD
- FWC – FBIP
- USDA RD

Communication & Responsiveness

Proactive communication and responsiveness are critical in successfully working with smaller clients, who typically maintain fewer staff and require a more detailed understanding of all aspects affecting a project. Obtaining feedback from the City's engineering and operations staff will ensure projects are successful.

Projects of Limited Scope

Working with smaller clients goes hand-in-hand with projects of limited scope. Managing the goals and budgets of smaller clients often requires creative or adaptive solutions. Methods to accomplish this are discussed in the following paragraphs.

Working as an Extension of City Staff

In working with smaller clients, our team members adopt a collaborative state of mind through which they operate as an extension of the City’s own staff. This not only fosters trust and efficient working relationships but also cultivates the identification of dovetail services, which in turn reduce a project’s scope and budget.

Careful and Efficient Work

When working with a limited scope and fee, the team must work carefully and efficiently to prevent missteps and costly rework. This requires a sound understanding of a project’s goals and objectives before work is initiated. Our staff understands the value of not starting design tasks until they receive or investigate all of the required data.

Walt Nickel, our proposed Project Manager, has decades of engineering experience that includes a wide range of municipal infrastructure projects. Many of these projects involved funding from state and federal sources. Walt’s experience with stormwater, roadways, and wastewater offers him the diverse perspective to see the big picture and fine-tune system components, benefits, and interrelations for a synergistic system. Leveraging his experience will allow the City to maximize the probability of securing grant funding for its projects.



Success Story: City of Eustis, FL Infiltration and Inflow Investigation Assistance—The City of Eustis hired Wright-Pierce to perform flow monitoring and smoke testing for four of the City’s lift station basins. In developing the scope and fee estimate, we determined that the project fee was greater than the amount the City budgeted in fiscal year 2020. As a result, Wright-Pierce worked with the City’s staff to fully understand their goals, allowing us to revise the scope to include significant portions of the field work to be performed by City staff.

During the implementation of the project, Wright-Pierce field technicians trained the City’s personnel on the proper installation and maintenance of the flow meters as well as the procedures involved in smoke testing. Since this initial training, the City’s staff have been able to perform these services while Wright-Pierce assists in evaluating the resulting data from the flow monitoring program. This demonstrates how we can assist our clients with solving budgetary issues by limiting the scope of work we perform.



Success Story: City of Williston, FL Concurrency Spreadsheet—The City of Williston hired Wright-Pierce to aid in developing a tool to track proposed developments and their impacts on the capacity of the City’s wastewater treatment plant. The City expressed a desire for this to be a small and simple effort. Wright-Pierce developed this project for \$1,500, and the City is actively using this tool every time new development is proposed within city limits.



Client Success Stories

Adhering to Schedule & Budget

Wright-Pierce uses BST10 as our project management system. BST10 is an industry leading software program that is used for project initiation, project tracking, resource allocation, time management, and accounting functions for all our projects.

At the initiation of a project, our project manager inputs data related to project team; tasks and subtasks; hours and schedule. This information is then incorporated into a company-wide resource management tool capable of reporting utilization and availability of individual employees and entire project teams. Project managers are required to update the hours projections for each team member monthly. Our operations managers then run biweekly reports to assess staffing needs to keep projects on track.

However, projects cannot be managed solely through software and reports. We also conduct weekly resource planning meetings on local, regional, and corporate levels to identify potential schedule issues and overloaded or underloaded staff. This two-pronged approach allows us to proactively manage our resources and maintain project schedules.

On a large project with multiple subconsultants, the project manager establishes an effective protocol to communicate information in a timely fashion. Our team uses Microsoft Teams for project meetings and SharePoint for internal data transmission and data management needs. These tools enable our personnel to effectively communicate face-to-face even when miles apart.

Cost Control & Avoiding Overruns

Cost control starts at the scoping phase. It is critically important for our project manager and technical leaders understand your project objectives,. We will collaborate with you in developing the project fee in alignment with the project scope. Experience has shown upfront input by technical experts ensures project budgets are set correctly.

During project implementation, our project manager utilizes BST10 (shown below) to manage and monitor the budget on a weekly basis while providing monthly invoices. If at any point during the execution of the project we feel that a decision has been made that will require an increase in budget, we will immediately bring that to your attention. This will enable proactive discussions regarding cost control.



Sample dashboard of our BST10 resource management tools.

Quality Assurance & Quality Control

Wright-Pierce has developed a proven, standardized approach to ensure quality. Key parts of our Quality Assurance (QA) program and Quality Control (QC) activities are discussed below. The implementation of our QA/QC process is the responsibility of our Project Manager and confirmed by our QA/QC Officers.

QA/QC Officers

Wright-Pierce operates under well-established QA/QC procedures that require internal reviews by senior team members who have not been involved with the project and who retain experience with similar projects. Principal-in-Charge Steve Hallowell and QA/QC Manager Bartt Booz will be involved throughout the contract to leverage their experience and ensure quality control.

Design QA/QC

Our QA program begins with requiring staff to use Wright-Pierce’s comprehensive design guidelines and calculations templates for the technical aspects of projects, guidance manuals, standard specifications, and contract documents, all of which have been developed using widely accepted industry standards and many years of experience. Technical leaders from each discipline maintain and update these standards on an ongoing basis, ensuring the

continued overall quality of our deliverables. The graphic below details the QC activities that we take in implementing our QA program during the typical phases of a design project.

Construction QA/QC

Ensuring quality remains a priority through the construction phase. Our construction engineering and inspection (CEI) team members are required to thoroughly review the project documents to gain familiarity with the design and design personnel remain involved during construction, providing seamless transition between phases and ensuring designs are implemented as intended. Our resident project representatives (RPRs) are well trained in the technical aspects of construction as well as the required paperwork, which aids in quality.

Proven Results of Our QA/QC

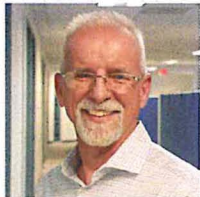
A successful QA program and the implementation of the prescribed QC activities directly contribute to the minimizing of change orders. The industry average for change orders as a percentage of construction is 5%. While every project has different and unique challenges that impact potential change orders, our approach to QA/QC has historically resulted in fewer change orders than the industry norm.

Initial Planning	Preliminary Design (30%)	60% & 90% Design	Final Design	Construction Services	Post Project Evaluation
Brainstorm technical solutions	Ensure Owner comments incorporated	Ensure owner comments from preliminary design phase incorporated	Ensure owner comments from 60% & 90% phase incorporated	Prepare conformed documents	Review lessons learned
Review correctness of preliminary calculations	Verify correctness of survey, geotech	Perform CAD standards check	Final cross-discipline review	Review contractor, owner design modifications	Update standards as appropriate
Review initial planning report	Proofread reports	Review correctness of calculations	Review drawings & specifications	Senior review of shop drawing approvals	Acceptance of standards changes by QC Officer
Proofread reports	Perform CAD standards check	Detailed cross-discipline review	Review correctness of calculations	Review of contractor’s as-built drawing markups	
Identify key technical and cost issues	Review correctness of calculations	Review drawings & specifications	Review final report		
	Review drawings & specifications	Proofread reports	Ensure owner comments from final design phase incorporated		
	Review preliminary report	Review draft report			

Current & Projected Workloads

Wright-Pierce affirms all personnel listed in this proposal will be available for and shall be assigned to projects tasked through this contract. The availability percentages shown on this page are indicative of their present workload, and management conducts regular and periodic pulse checks via software tools and office meetings to ensure staff workloads are appropriately distributed. Our team also has ample backup staffing capability in the event of unforeseen circumstances.

Additionally, Client Service Manager Dennis Davis has been in communication with each of our subconsultants, all of whom have indicated their availability and eagerness to support Wright-Pierce on this contract.



Project Manager/Plan Reviews
Walt Nickel, PE



Principal-in-Charge
Steve Hallowell, PE



Client Services/Funding
Dennis Davis, PE, Assoc. DBIA



QA/QC
Bart Booz, PE

Team Member	Role(s)	Availability
Don Lee, PhD, PE, BCEE	Water Treatment & Process	40%
Greg Taylor, PE	Potable Water Treatment & Process	40%
Katie Gierok, PE	Potable Water Supply	40%
Kelly Wehner, PE, ENV SP	Collection & Distribution Systems	60%
Michael Hoffman, PE	Stormwater Drainage/Roadway	40%
Chris Baggett, PE	Master Planning & Hydraulic Modeling	60%
Eben Spalding, PE	Lift Stations	55%
Mark Cunningham, PE	Structural	45%
Rodney Greene, PE	Mechanical	45%
James Papadimitriou	I&C/SCADA	60%
Steve Conway, PE	Electrical	65%
Ron Williams, AIA	Architect	75%
Bill Young, COC, MPA	Plant Operations (Water)	75%
Don McCullers, COA	Plant Operations (Wastewater)	50%
Peter Hernandez, PE	Permitting	60%
Jeff Normandin, GISP	GIS	35%
Christine Manderson, GISP	GIS	60%
Jessica Richard	Funding	85%

Client#: 101239

WRIGPIER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/04/2022

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

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

PRODUCER: Greyling Ins. Brokerage/EPIC, 3780 Mansell Road, Suite 370, Alpharetta, GA 30022. CONTACT NAME: Jerry Noyola, PHONE: 770-220-7699, FAX: (A/C. No.), E-MAIL ADDRESS: jerry.noyola@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Underwriters Ins. Co. (30104), INSURER B: Hartford Fire Insurance Company (19682), INSURER C: Nutmeg Insurance Company (39608).

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (20SBWAP6AAL), Automobile Liability (20UEGEI3499), Umbrella Liability (20SBWAP6AAL), and Workers Compensation and Employers' Liability (20WEGAP5YF8).

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

CERTIFICATE HOLDER: Wright - Pierce, 11 Bowdoin Mill Island, Suite 140, Topsham, ME 04086. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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

ITEM TITLE: First Reading and Public Hearing –
Ordinance 2022-017 Urick Street Force
Main Extension Loan Agreement

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Thursday, August 18, 2022

SUBMITTED BY: City Attorney/City Manager/City Treasurer/Public
Works Director

BRIEF NARRATIVE: Ordinance 2022-017 Urick Street Force Main
Extension – relating to the clean water State Revolving Fund construction loan
agreement. An Asset Management Plan pursuant to section 8.11 would be
required. (The second reading will be held on September 8, 2022.)

FUNDS REQUIRED: (20-year zero interest loan of \$1,859.724 (40535)
and Florida Department of Environmental
Protection (FDEP) grant \$908,229)

ATTACHMENTS: Proposed ordinance and loan agreement.

RECOMMENDATION: Approval

ACTION: Approve Ordinance 2022-017.

ORDINANCE 2022-017

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT WITH A 20-YEAR LOAN IN THE AMOUNT OF \$1,859,724 AT A ZERO PERCENT INTEREST RATE AND A GRANT IN THE AMOUNT OF \$908,229 FOR CONSTRUCTION OF THE URICK STREET FORCE MAIN EXTENSION; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, in Ordinance 2021-014 the City Commission authorized the City Manager to apply for funding; and

WHEREAS, the State Revolving Fund loan priority list designated Project No. WW350821/SG350822 as eligible for available funding and awarded the City \$2,767,953 of which \$908,229 is grant funding with the balance of \$1,859,724 awarded as a loan; and

WHEREAS; the City of Fruitland Park, Florida, desires to enter into the Clean Water State Revolving Fund Construction Loan Agreement WW350821 Grant Agreement SG350822 with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The Clean Water State Revolving Fund Construction Loan Agreement WW350821 Grant Agreement SG350822 between the State of Florida Department of Environmental Protection and the City of Fruitland Park, Florida is approved.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues and sewer impact fees legally available to be so pledged.

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan agreement.

SECTION V. The mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The City Manager is authorized to represent the City in fulfilling the City's

responsibilities under the loan and grant agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to conduct technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is 166.111, Florida Statutes.

SECTION VII. All ordinances or parts of ordinances, all resolutions or part of resolutions in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION VIII. If any section or portion of a section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Ordinance.

SECTION IX. This Ordinance shall become effective immediately upon its passage and adoption.

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk
(SEAL)

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____

Passed Second Reading _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF FRUITLAND PARK, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT**

WW350821

GRANT AGREEMENT

SG350822

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW350821 & GRANT AGREEMENT SG350822**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF FRUITLAND PARK, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.1835, Florida Statutes, and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

Pursuant to Section 403.1838, Florida Statutes, and Chapter 62-505, Florida Administrative Code, the Department is authorized to award grants to financially disadvantaged small communities; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Grant.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this construction loan agreement.

(2) “Asset Management Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-503.700(7), Florida Administrative Code.

(3) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(4) “Capitalized Interest” shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(5) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(9) “Grant” shall mean funds awarded under SG350822 pursuant to this Agreement and any subsequent amendments. The Grant agreement is incorporated into this Loan agreement. Grant funds are not disbursed to the Local Government but are a portion of the Loan.

(10) “Grant Allocation Assessment” shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(11) “Gross Revenues” shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(12) “Impact Fees” shall mean the fees and charges levied upon and collected from new users of the Sewer System as a contribution toward their equitable share of the cost of capital improvements required to serve new users of the Sewer System, together with the income from investment of such amounts to the extent such fees, charges, and income are legally available to pay debt service on this Loan.

(13) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(14) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(15) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making the Semiannual Loan Payments.

(16) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(17) "Local Governmental Entity" means a county, municipality, or special district.

(18) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(19) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(20) "Parity Debt" shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(21) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues, together with Impact Fees, derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(22) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the Urick Street force main extension in accordance with the plans and specifications accepted by the Department for the "Urick Street Force Main Extension" contract.

The Project is in agreement with the planning documentation accepted by the Department effective April 27, 2020. A Florida Categorical Exclusion Notification was published on March 27, 2020 and no adverse comments were received.

(23) "Semiannual Loan Payment" shall mean the payment due at six-month intervals.

(24) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(25) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Local Government.

(26) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Department and the Local Government understand that this Agreement is not a commitment of future appropriations.

(9) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(10) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(14) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service, operation and maintenance, replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life, and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$2,767,953	140131
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Small Community Wastewater Grant	37.075	Federal Grants Trust Fund	\$908,229	143276

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the

Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$750,000 threshold has not been met. In the event that the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years after the date that the Project-specific audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years after the date that the Project-specific audit report is issued, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the

Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

(6) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Local Government shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Government shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity

or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as

this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The amount of the Grant shall be fixed at the time of Project close-out and transferred as a one time payment against the Loan balance. The Loan principal, adjusted to the amount borrowed, shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Utility System which together with Impact Fees, will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the

services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(6), is issued.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the

appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/guidance-implementation-davis-bacon-epa-funded-construction-grants>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. ASSET MANAGEMENT PLAN.

The Florida Administrative Code (F.A.C.) requires recipients of Construction Grants for Small Community Wastewater Facilities to develop and implement an Asset Management Plan. Grants under chapter 62-505.300(1)(d), F.A.C.:

Are available at the construction phase of a Project only if the Local Government adopts and implements, prior to the final disbursement of the associated State Revolving Fund construction loan, an Asset Management Plan that meets all requirements of subsection 62-503.700(7), F.A.C.

The Asset Management Plan shall include, at a minimum, the following elements: i) an inventory of all the assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the

cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility); and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary (such plan should incorporate a risk-benefit analysis to determine the optimum renewal or replacement time).

In order to retain the rate reduction included in this Loan, the implementation of the plan must be verified at least three months prior to the date of the first loan repayment scheduled in Article X.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.

- (2) Executed Contract(s).
- (3) Notices to proceed with construction.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$2,767,953. Of that, the estimated Grant amount is \$908,229 based on initial estimated Project costs. The estimated principal amount of the Loan to be repaid is \$1,859,724, which consists of \$1,859,724 to be disbursed to the Local Government and \$0 of Capitalized Interest. The Grant amount will be transferred by the Department as a payment to the Loan when the first repayment is due.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$55,359 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of \$2,767,953. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before October 1, 2022, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$47,877 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on October 15, 2023 and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$1,915,083, which consists of the Loan principal, and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan

disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The final Grant amount will be based on final Grant eligible Project costs. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Construction and Demolition	2,608,685
Contingencies	130,434
Technical Services After Bid Opening	28,834
SUBTOTAL (Disbursable Amount)	<u>2,767,953</u>
Less Grant funding	(908,229)
Capitalized Interest	<u>0</u>
TOTAL (Principal Amount to repay)	1,859,724

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) Invoices submitted for work performed on or after August 11, 2021 shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for April 15, 2023.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than April 15, 2023.

(4) The first Semiannual Loan Payment in the amount of \$47,877 shall be due October 15, 2023.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW350821 and Grant Agreement SG350822 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF FRUITLAND PARK

Mayor

Attest:

I attest to the opinion expressed in Section 2.02,
entitled Legal Authorization.

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

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

ITEM TITLE: First Reading and Public Hearing -
Ordinance 2022-018 Fund Balance Policy

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Thursday, August 18, 2022

SUBMITTED BY: City Attorney/City Treasurer

BRIEF NARRATIVE: Ordinance 2022-018 Creates a fund balance policy for the general and enterprise funds. The general fund will have a minimum unrestricted reserve of twenty-five percent (25%) of budgeted expenses. The enterprise fund will have a minimum reserve of twenty percent (20%) of budgeted expenses. This ordinance establishes this as Fruitland Park's fund balance policy. (The second reading will be held on September 8, 2022.)

FUNDS REQUIRED: N/A

ATTACHMENTS: Proposed ordinance

RECOMMENDATION: Approval

ACTION: Approve Ordinance 2022-018

ORDINANCE 2022-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; CREATING SECTIONS 33.55 THROUGH 33.58 IN CHAPTER 33 OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK, FLORIDA, WHICH SETS FORTH A FUND BALANCE/RETAINED EARNINGS POLICY; ESTABLISHING A FUND BALANCE/RETAINED EARNINGS POLICY FOR EACH OF ITS VARIOUS FUNDS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission, in and for the City of Fruitland Park, Florida, hereinafter referred to as Commission, endorses sound financial policies and practices; and

WHEREAS, the Commission has determined that a fund balance/retained earnings reserve policy tailored to the particular needs of the City is the most responsible way to insure against unanticipated events which will adversely affect the financial condition of the City and jeopardize the continuation of necessary public services; and,

WHEREAS, it is essential that the Commission maintain adequate fund balances/retained earnings and reserves in its various operating funds to provide the capacity to: (1) provide sufficient cash flow for daily financial needs, (2) secure and maintain investment grade bond ratings, (3) offset significant economic downturns or revenue shortfalls, and (4) provide funds for unforeseen expenditures related to emergencies; and,

WHEREAS, the Commission has not previously had a formally adopted fund balance/retained earnings reserve policy, and desires by the means of this ordinance to adopt said policy;

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

Section 1. That the Code of Ordinances, City of Fruitland Park, Florida, is hereby amended by creating sections 33.55 through 33.58 in Chapter 33, which said sections read as follows:

FUND RESERVES

Sec. 33.55. Creation of fund balance/retained earnings reserves.

There is hereby created, in the general fund and proprietary fund type (enterprise funds) funds of the city, a reservation of fund balance of retained earnings equal to the following:

(1) *General fund.*

Fund balance. In the general fund, there shall be created and maintained an unreserved undesignated fund balance equivalent to a minimum of 25 percent of the current fiscal year expenditures budgeted for the fund, less capital outlay and/or extraordinary expenditures. For the purposes of this calculation, the expenditures shall be the budget as originally adopted by ordinance in September for the subsequent fiscal year. This reserve shall be in addition to all other required reserves or designation of fund balance.

(2) *Enterprise fund.*

Fund balance. The city has created an enterprise fund which accounts for activities for which a fee is charged to external users for goods and services. The following utility services are found within the city's enterprise fund: sanitation, water and wastewater treatment. In the enterprise fund, there shall be created and maintained an unreserved undesignated retained earnings equivalent to a minimum of 20 percent of the current fiscal year expenditures budgeted for the fund, less capital outlay and/or extraordinary expenditures. For the purposes of this calculation, the expenditures shall be the budget as originally adopted by ordinance in September for the subsequent fiscal year. This reserve shall be in addition to all other reservations of retained earnings, including but not limited to amounts reserved for debt service and/or amounts reserved for renewal and replacement of long-lived assets.

Sec. 33.56. Utilization of surplus reserves.

In the event that the unreserved undesignated fund balance exceeds the minimum requirements, the excess may be utilized for any lawful purpose approved by city commission. It is recommended that the first priority be given to utilizing the excess within the fund in which it was generated.

Sec. 33.57. Replenishment of reserve deficits.

If, at the end of any fiscal year, the actual amount of unreserved, undesignated fund balance, or unreserved retained earnings held within each of the sinking funds fall below the required levels set forth herein, the city manager shall prepare and submit a plan for expenditure reduction and/or

revenue increases to the city commission. As a part of the annual budget review, the city commission shall review and amend the plan submitted by the city manager for restoring these amounts.

Sec. 33.58. Annual review.

Compliance with the provisions of this division shall be reviewed as a part of the annual budget adoption process.

Secs. 33.59 – 33.65. Reserved.

Section 2. SEVERABILITY

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 3. INCLUSION IN THE CODE

It is the intention of the City Commission of the City of Fruitland Park that the provisions of this Ordinance shall become and be made a part of City of Fruitland Park Code of Ordinances and that the sections of this Ordinance may be re-numbered or re-lettered and the word “Ordinance” may be changed to “Section”, “article”, or such other appropriate word or phrase to accomplish such intentions.

Section 4. CONFLICT

All ordinances or parts of ordinances, resolutions or parts of resolutions, which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

Section 5. EFFECTIVE DATE

This ordinance shall become effective upon passage by City Commission of Fruitland Park, Florida as provided by law.

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk

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)

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET

Item Number: 6g

ITEM TITLE: **First Reading and Public Hearing - Ordinance 2022-015 LSCPA - 68.55± Acres - Timbertop Lane - Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson**

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Monday, July 18, 2022

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

BRIEF NARRATIVE: **Ordinance 2022-015** Large Scale Comprehensive Plan Amendment of approximately 68.55 +/- acres generally located at Timbertop Lane to amend the future land use from Community Mixed Use (six units per acre; maximum four/ac without sewer) to General Mixed Use (12 units per acre; maximum four/ac without sewer). Applicant proposes to develop 288 garden apartments and 198 townhomes with commercial frontage. The Planning and Zoning Board at its July 21, 2022 meeting recommended approval. (Continued from the July 28, 2022 meeting. The second reading will be held on September 8, 2022.)

FUNDS REQUIRED: None

ATTACHMENTS: Proposed Ordinance 2022-015 with legal description, proposed future land use zoning map, staff report and advertising affidavit.

RECOMMENDATION: Approval.

ACTION: Approve Ordinance 2022-015

ORDINANCE 2022-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Tara Tedrow, Esq. as applicant, on behalf of Stephanie Bailey Bouis and Patricia Bouis Thompson as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "General Mixed Use" under the Comprehensive Plan for the City of Fruitland Park; and

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

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

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

Section 1: The following described property consisting of approximately 68.55 ± acres generally located on Timbertop Lane as described and depicted as set forth on **Exhibit "A"** shall be assigned a land use designation of General Mixed Use under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as **Exhibit "B"** and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3: Transmittal. After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of

State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Fruitland Park, Florida.

Section 4: Directions. The City Manager or his designee, upon the effective date of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Fruitland Park.

Section 5: 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 6: Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: 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 8: Effective Date. This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

**EXHIBIT A
LEGAL DESCRIPTION**

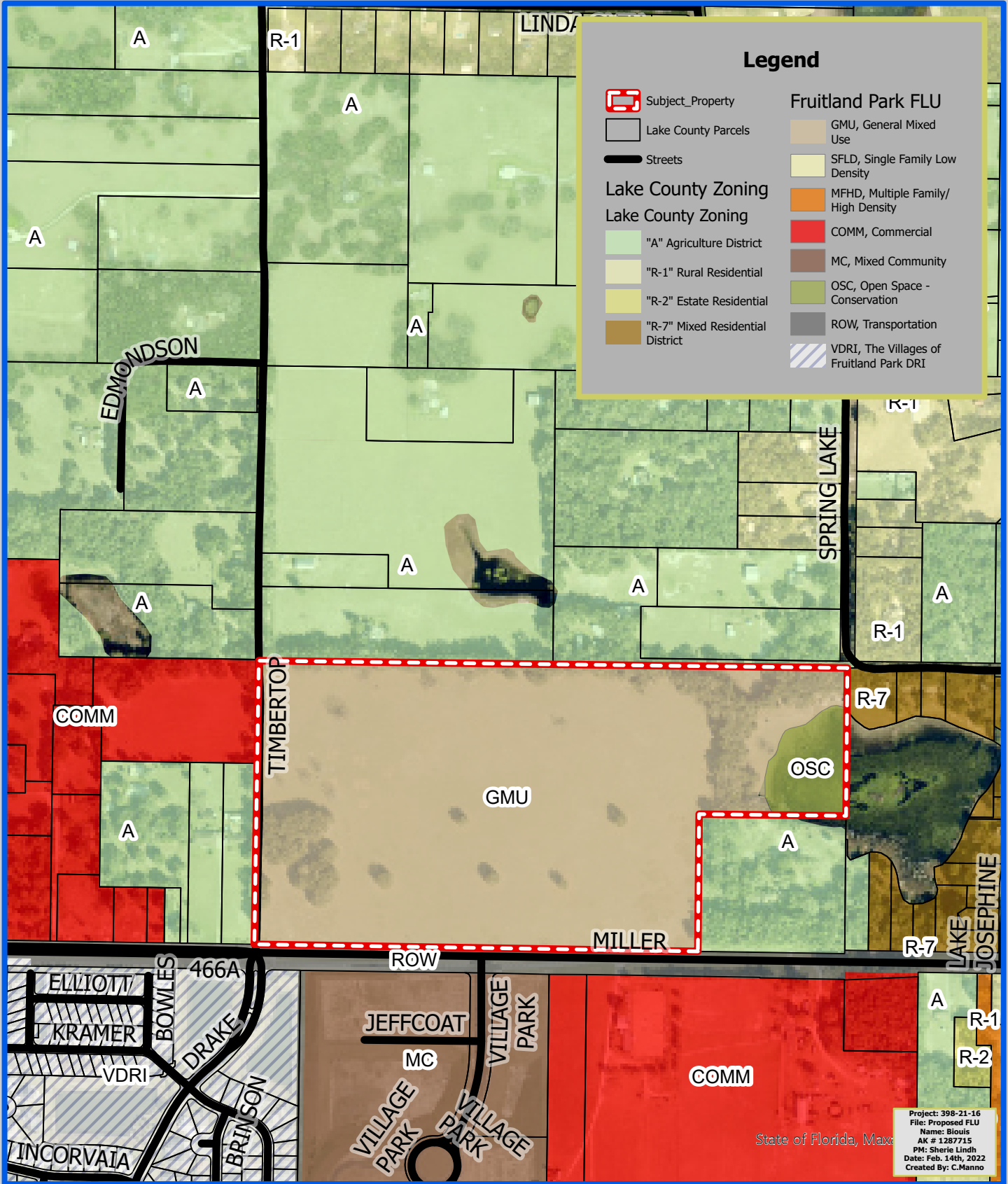
The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, Township 19 South, Range 24 East, in Lake County, Florida, LESS the right of way of State Road No. S-466A.

EXHIBIT B
MAP

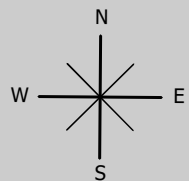
**EXHIBIT A
LEGAL DESCRIPTION**

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, Township 19 South, Range 24 East, in Lake County, Florida, LESS the right of way of State Road No. S-466A.

**EXHIBIT B
MAP**



Project: 398-21-16
 File: Proposed FLU
 Name: Bouis
 AK # 1287715
 PM: Sherie Lindh
 Date: Feb. 14th, 2022
 Created By: C.Manno



Bouis Property

Proposed FLU Map Lake County, FL

Urban & Regional Planners, Inc.
 1162 CAMP AVENUE - MT. DORA, FL 32757
 (352)385-1940 / FAX (352)383-4824

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

LARGE SCALE COMP PLAN AMENDMENT AND REZONING

Owner: Stephanie Bailey Bouis & Patricia Bouis Thompson

Applicant: Tara Tedrow

General Location: North side of CR 466A & East of Timbertop Lane

Number of Acres: 68.55 ± acres

Existing Zoning: Planned Unit Development (PUD)

Existing Land Use: Community Mixed Use (6 units/acre)

Proposed Land Use: General Mixed Use (12 units/acre)

Proposed Zoning: Mixed Use Planned Unit Development (MUPUD)

Date: May 25, 2022

Description of Project

The proposed development consists of 18.88 ± acres (27.5%) of commercial uses (168,000 SF), 6.88 ± acres (10.1%) of institutional uses (209,785 SF), and 42.79 acres ± (62.4%) of multi-family consisting of 486 total units (288 apartment units and 198 townhomes) (42.79 ± acres). Total commercial/office/intuitional square footage is 377,785 square feet. The proposed maximum height is 4 stories (45 feet). The existing PUD known as Live Oak Center allowed for 120 units (townhomes/apartments – 10 acres), 300,000 (30 acres) SF of commercial, and 200,000 (20 acres) SF of office with a maximum building height of 45 feet.

	Surrounding Zoning	Surrounding Land Use
North	Lake County Agriculture (Ag)	Lake County Urban Medium (7 units/acre)
South	PUD and C-2	Mixed Community and Commercial
East	County R-7	Lake County Urban Medium (7 units/acre)
West	C-2 and County Agriculture (Ag)	Commercial and County Rural (1 unit/5 acres)

Assessment

Conceptual Plan

The Concept Plan meets the minimum requirements per Chapter 154.

The proposed development consists of 18.88 acres (27.5%) of commercial/office uses of 168,000 square feet; 6.88 acres (10.1%) of institutional uses of 209,784 square feet; and 42.79 acres (62.4%) of residential uses consisting of 25 townhomes (2-story) with 198 units and 7 apartments (3 story and 4 story) consisting of 288 units. The proposed townhome minimum net living area is 1,480 SF and the proposed apartment minimum net living area is 1,200 SF. The gross density is 11.43 units per acre.

The applicant is proposing a 15', Type "B" landscape buffer with a 6' tall opaque fence along the northern, eastern and western property boundary adjacent to agricultural zoning and a 25' type "C" buffer along CR 466A. The type "B" buffer planting is 4 canopy trees, 2 understory trees and 15 shrubs per 100 linear feet. The 25' type "C" buffer is 5 canopy trees, 4 understory trees, and 30 shrubs per linear feet.

The proposed recreation open space is 25% (16.33 acres). The project at build out is anticipated to have a population of 1,176 residents (2.42 pph x 486 units). Chapter 154 requires a minimum of 20% of common open space of which portions should be suitably improved to meet the recreational needs of the community. The plan shows two (2) clubhouses, two (2) pools, playground, walking trail, benches and four (4) fountains. The plan indicates that the applicant is offering 25% open space and includes the proposed stormwater pond. It is the applicant's position that the proposed open space meets Chapter 154.

The concept plan identifies potential additional right of way for Timbertop Lane and a 15' pedestrian and bicycle trail within the proposed right of way to connect to CR 466A. Timbertop Lane is a planned major collector roadway with a minimum 100' right of way. The applicant is aware that CR 466A is under the jurisdiction of Lake County and proposed access are subject to their approval.

Comprehensive Plan Amendment

Staff concurs with the justification submitted. The Public Works department indicates that there is sufficient water and sewer capacity to serve the proposed project. The traffic impact analysis indicates that the proposed development will not degrade the level of service of roadways.

Schools

Lake County Schools indicates that there are adequate public facilities to serve the project.

Environmental Assessment

The assessment indicates the presence of wetlands, potential presence of gopher tortoises and the site is within the sand skink consultation area. Prior to development, a relocation permit will need to be secured and a sand skink survey or exemption will need to be secured. Should sand skinks occupy the site and habitat set aside is not an option, mitigation will be required.

Recommendation

The proposed development meets FLU Policies 1-1.2, Table 1-1; 1-1.10 – General Mixed Use; 1-2.1 – Promote Orderly Growth and 1-2.2 – New Development. Staff recommends approval of the large-scale comp plan amendment.

The concept plan meets the minimum technical requirements of Chapter 154. Staff recommends approval of the PUD amendment and concept plan subject to the City Commission's concurrence with the applicant that the proposed open space meets the common open requirements of Chapter 154.

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 #1073408 in the matter of

ORDINANCE 2022 – 014
ORDINANCE 2022 - 015

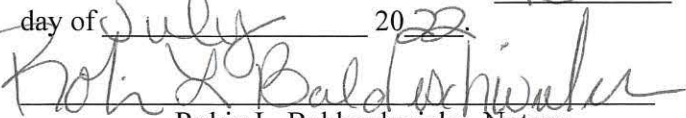
was published in said newspaper in the issues of

JULY 12, 2022
JULY 15, 2022

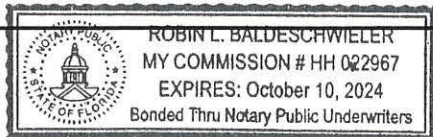
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, 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 15
 day of July 2022.


 Robin L. Baldeschwieler, Notary

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



ORDINANCE 2022 - 014

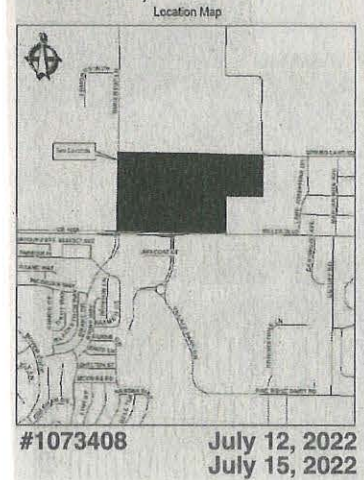
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 + ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMUNITY MIXED USE TO GENERAL MIXED USE OF 68.55 +/- ACRES OF PROPERTY GENERALLY LOCATED ON TIMBERTOP LANE; 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.

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).



The proposed Resolution and Ordinances will be considered at the following public meetings:

- Fruitland Park Planning & Zoning Meeting on July 21, 2022 at 6:00 p.m.
- Fruitland Park City Commission Meeting on July 28, 2022 at 6:00 p.m.
- Land Planning Agency Meeting on July 28, 2022 at 6:15 p.m.
- Fruitland Park City Commission Meeting on September 8, 2022 at 6:00 p.m.

CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET

Item Number: 6h

ITEM TITLE: First Reading and Public Hearing - Ordinance 2022-014 Rezoning and Amendment to MDA - PUD to MUPUD 68.55± Acres - Timbertop Lane - Petitioners: Stephanie Bailey Bouis and Patricia Bouis Thompson

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Monday, July 18, 2022

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

BRIEF NARRATIVE: Ordinance 2022-014 to rezone 68.55± Acres generally located at Timbertop Lane from planned unit development to mixed-use planned unit development (PUD); adopt an amended planned development/master development agreement (existing PUD known as *Live Oak Center*), and amend the conceptual plan to allow for mixed use multi-family dwellings (288 garden apartments) and town home units (198 town homes). The current future land use designation is community mixed use (six units per acre, maximum four/ac without sewer).

The applicant is proposing future land use designation of general mixed use (12 units per acre; maximum four /ac without sewer). The maximum building height is 45 feet. Additionally, the applicant is seeking to further amend the phasing of the proposed development as open-ended.

The Planning and Zoning Board at its July 21, 2022 meeting recommended approval. (Continued from the July 28, 2022 meeting. The second reading will be held on September 8, 2022.)

FUNDS REQUIRED: None

ATTACHMENTS: Proposed Ordinance 2022-014, PD/MDA amendment, conceptual plan, existing and proposed future land use maps and justification statement. (Staff report and advertisement affidavit is incorporated in agenda item 6g.)

RECOMMENDATION: Approval.

ACTION: Approve Ordinance 2022-014

ORDINANCE 2022-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 68.55 ± ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PUD TO CITY OF FRUITLAND PARK MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING AN AMENDED MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Tara Tedrow, Esq., as Applicant, on behalf of Stephanie Bailey Bouis and Patricia Bouis Thompson, Owner, requesting that approximately 68.55 acres of real property generally located on Timbertop Lane (the "Property") be rezoned from City of Fruitland Park PUD to the City of Fruitland Park Mixed Use Planned Unit Development (MUPUD) within the city limits of Fruitland Park; and

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

WHEREAS, said property is the subject of the Live Oak Center Master Development Agreement dated January 27, 2010 recorded March 11, 2010 in Official Records Book 3881 Pages 761-772, of the Public Records of Lake County, Florida (the "Master Development Agreement"); and

WHEREAS, the required notice of the proposed rezoning 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 the City of Fruitland Park, Florida, as follows:

Section 1. The following described property consisting of approximately 68.55 ± acres of land generally located on Timbertop Lane shall hereafter be designated as MUPUD, Mixed Use Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on **Exhibit "A"**. The Property shall hereafter be developed according to the Amended Development Agreement attached hereto as **Exhibit "B"**, which includes, but is not limited to, the concept plans attached to the Amended Development Agreement.

Section 2. That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Scrivener’s Errors. Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION AND MAP

EXHIBIT "B"
AMENDED DEVELOPMENT AGREEMENT

AMENDED MASTER DEVELOPMENT AGREEMENT

THIS AMENDED MASTER DEVELOPMENT AGREEMENT ("Amended Agreement") is entered into and made as of the ____ day of _____, 202__ between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Owner").

RECITALS

1. The City and FRANK STEPHAN BOUIS, TRUSTEE OF THE FRANK STEPHAN BOUIS FAMILY TRUST DATED OCTOBER 16, 2008, entered into the Like Oak Center Master Development Agreement on January 27, 2010 (the "Original Agreement") regarding the annexation, rezoning and future land use designation for the property described and depicted as set forth on Exhibit "A" attached to and incorporated in this Amended Agreement (hereafter referred to as the "Property").

2. Owner has filed applications for an amendment to the Original Agreement to update the development program for the Property to maximize opportunities for development in line with the City's desired planning principles and current market demands.

3. Owner represents that he 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 Amended Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Amended Agreement.

4. The City of Fruitland Park has determined that the development of the Property 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.

5. The City of Fruitland Park has determined that the proposed development is consistent with the City's comprehensive plan and land development regulations.

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 Amended Agreement. All exhibits to this Amended Agreement are hereby deemed a part thereof.

Section 2. **Land Use/Development.** Development of the Property shall be substantially consistent with the "Miller Park Conceptual Site Plan" attached as Exhibit "B" (the "Plan").

Section 3. **Phasing.** Owner may develop the Property in multiple phases. Up to a total of four (4) phases is allowed. Residential development must occur simultaneously and in the same percentage of development with nonresidential development, except that non-residential may be developed in advance of residential. Owner is not permitted to build residential in advance of non-residential.

Section 4. Development Standards. City and Owner agree that the land uses for the development of the Property shall be substantially as follows:

- | | | | |
|----|--|--|--|
| A. | Commercial/Retail/
Office | 168,000 sq-ft. <u>SF commercial
(proposed)*</u>

Approx. 18.88 Acres | <u>*The project Plan proposes 168,000 SF of commercial uses, but 575,688 SF of commercial/retail/office uses total are permitted under a .70 FAR. However, Owner shall not exceed 300,000 SF max of commercial and 50,000 SF max of office uses.</u> |
| B. | Institutional/
Medical | <u>209,784 SF (proposed and max allowed)</u>

Approx. 6.88 Acres 209,785, sq ft | |
| C. | Maximum ISR: .80

Maximum FAR: .70 | | |
| D. | Garden Apartments | Approx. 23.75 Acres | 288 Units Total |
| E. | Townhomes | Approx. 20.28 Acres | 198 Units Total |

Section 5. Permitted Uses and Development Standards.

A. **Non-Residential Uses:** The following uses shall be permitted:

- (1) Big box retail (i.e. commercial retail stores with over 40,000 square feet of floor area)
- (2) Offices for professional services
- (3) Personal services
- (4) Convenience stores without fuel operations
- (5) Laundry and dry-cleaning retail stores
- (6) Day care centers
- (7) Adult Congregate Living Facilities
- (8) Licensed Community Residential Homes, Group Homes, Foster Care Facilities with more than six (6) residents
- (9) Clubs, Lodges and Fraternal Organizations
- (10) Financial Services

- (11) Office Supply
- (12) Retail Sales & Services
- (13) Business Services
- (14) Bed & Breakfast Inn
- (15) Medical Office/Clinic
- (16) Convenience stores with fuel operations
- (17) Restaurants and coffee shops (drive in/up or sit down)
- (18) Banks
- (19) Athletic/Sports Facility
- (20) Game/Recreation Facility
- (21) Health/Exercise Club
- (22) Veterinary Office
- (23) Package liquor store
- (24) Pharmacy
- (25) Car wash (primary and incidental, including automated and self-service)
- (26) Retail sales of autoparts and incidental vehicle servicing
- (27) Hotel
- (28) Self-storage facilities

(29) ~~(28)~~ Any use not listed may be allowed as a conditional use pursuant to Chapter 155 of the City Land Development Code (“LDC”).

B. Residential Uses. The following uses shall be permitted:

(1) Single-family attached residential dwelling units (townhomes for rent or fee simple ownership)

~~(2) Single-family detached residential dwelling units (for rent or fee simple ownership)~~

~~(3) Two-family (duplex) residential dwelling units (for rent or fee simple ownership)~~

(2) ~~(4)~~ Multi-family residential dwelling units

(3) ~~(5)~~ Condominium dwelling units (for rent or fee simple ownership)

(4) ~~(6)~~ Customary accessory structures incidental to the principal use not to exceed 30% of living area of the principal dwelling unit, or 450 square feet, whichever is greater.

- C. **Building Height.** Provided that prior to any building permits being issued, all applicable agencies and governmental entities with jurisdiction confirm, in writing, that adequate fire protection is available to the Property, the maximum building height within the Property shall be 45 feet.
- D. **Use Variation.** Land use quantities and acreages of the different uses on the Property may vary provided the cumulative development remains within the densities and intensities set forth herein.
- E. **Setbacks.** Perimeter building setbacks shall be 25' with the exception of CR 466A which will be 50'.

Townhomes:

- i. Minimum Building Setbacks
 - a. Front: 20 feet
 - b. Front-Garage: 25 feet
 - c. Side: 10 feet (between building pads)
 - d. Side: 12.5 feet (building to street)
 - e. Side: 0 feet (between units)
 - f. Rear: 15 feet, except 5' for patio, pool and screen structures
- ii. Minimum Living Area: 1,480 SF
- iii. Minimum Lot Width: 20 feet
- iv. Minimum Lot Area: 2,000 SF
- v. Maximum Impervious Surface Ratio (Lots): 75%
- vi. Maximum Number of Attached Units: 6

Apartments:

- i. Minimum Living Area: 600 SF
- ii. ~~i.~~ Minimum Building Setback
 - a. Front: 20 feet from edge of pavement
 - b. Side: 20 feet between buildings
 - c. Rear: 35' from Ordinary High Water Line of Lake

F. Residential Design Standards and Architectural features. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the residential 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.

G. Commercial Design Standards. The Applicant shall be required to meet the nonresidential design standard requirements of the Fruitland Park Land Development Regulations.

Section 6. Property Owners Association. In the event there are multiple owners for separate portions of the Property, then the Owner shall establish a property owners association for each parcel with multiple owners of common areas, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas. Owner shall record

declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 7. Pedestrian and Bicycle Trails. Owner agrees to construct sidewalks to City standards on at least one side of a portion of the right of way within the Property. Additionally, Owner agrees to dedicate a 15-foot pedestrian and bicycle trail as set forth on the Plan and to maintain, or require the property owners' association to maintain, this area until and unless another entity suitable to City accepts maintenance responsibility. In this regard, if requested by City, Owner agrees to deed said property to City or some other governmental entity in conjunction with the use of that area as a pedestrian/bicycle trail after which the City or other deeded entity shall be reasonable to maintain such improvements. City agrees that this area shall be counted in determining setbacks for the Property, provided that no vertical improvements are constructed within the area that would conflict with the intended use as a pedestrian or bicycle trail. The pathways shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such pathways. Further, the pathways shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities.

Section 8. Road Improvements. Owner shall be responsible for conducting a traffic study, and subsequently designing and constructing all transportation improvements based on such study. The City shall, under no circumstances, be financially responsible for the study and/or improvements. Specifically, Owner acknowledges that City anticipates a second access to the Property from Timbertop Lane will be necessary. Owner shall accordingly be responsible for providing such additional access and for improving Timbertop Lane within the Property boundaries if required by City in conjunction with City's review of the site plan for the Property. All roads shall be constructed in accordance with applicable City standards. Additionally, Owner shall provide stormwater retention associated with the roads either within the right-of-way or on the Property. [Depending on whether the townhome units on the Plan are sold for fee simple ownership or are for rent will impact the roadway widths required; depending on the townhome ownership structure, the plan will meet the requirements of the Code.](#)

Section 9. Lighting. Owner shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from the residential portions of the Property to prevent illumination onto adjacent residential property from exceeding 0.5 foot candles while providing lighting adequate to ensure safety on road right of way. The poles and street lights within the Property shall be installed by Owner and thereafter maintained by the property owners association.

Water, Wastewater, and Reuse Water. Owner and his successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. 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. No private wells will be allowed within the Property. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines). Except as otherwise provided herein, all such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall own and maintain all onsite water and wastewater improvements including any lift station(s) up to the point of connection at the property

line for the wastewater improvements and up to the point of connection to the City water meter for the water utility improvements.

Section 10.

Section 11. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time. Owner agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Amended Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner 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 platting 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 easements or right of way in form acceptable to the City Attorney, as the City reasonably deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services, provided that the City's request for such easements or right of way is made during the platting process or site development process for those parcels which are not platted.

Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation. Landscaping shall also be provided around commercial building areas, a minimum of five (5) foot landscape buffer around the building perimeter on all sides visible to the general public. Owner shall maintain such areas.

Section 13.

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 shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner or assignee shall maintain such areas until such maintenance responsibility has been assumed by the appropriate property owners' association.

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 or the Federal Emergency Management Agency. The stormwater management system proposed in Phase 1 will be of sufficient capacity for the entire development project.

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 property owners within the City.

Section 16. **Concurrency.** A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat, construction plan, or site plan approvals. Owner shall ensure that all traffic concurrency studies conducted reflect all approved development in the area. Further, Owner acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation. Accordingly, Owner agrees that it shall be subject to such ordinance.

Section 17. **Final Approvals.** Prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, or final plat for the residential portions of the Property or a Final Site Plan for the commercial/office portions of the Property shall be prepared and submitted for review and approval in the manner required by the City's ~~Land Development Code~~[LDC](#), as amended.

Section 18. **Environmental Considerations.** Owner shall comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 19. **Solid Waste Disposal Facilities.** Owner shall provide solid waste disposal facilities for the townhomes, condominiums and commercial office and commercial retail units that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations.

Section 20. **Signage.** Owner shall submit a master sign plan as a component of the final plat for the residential portions of the Property and a final site plan (i.e., construction plan) for the commercial/office portions of application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 21. **Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Amended 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.

Section 22. **Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to compliance with the City's ~~Land Development Regulations and City Code~~LDC 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 23. **Due Diligence.** 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 Amended Agreement. 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 24. **Enforcement/Effectiveness.** A default by either party under this Amended Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes.

Section 25. **Governing Law.** This Amended 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 26. **Binding Effect; Assignability.** This Amended Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Amended 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 Amended Agreement shall run with the land and be binding on all successors and/or assignees. The parties hereby covenant that they will enforce this Amended Agreement and that it is a legal, valid, and binding agreement.

Section 27. **Waiver; Remedies.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 28. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Amended Agreement as if set forth in full herein.

Section 29. **Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:

City Manager
City of Fruitland Park
506 W. Berckman Street

Fruitland Park, Florida 34731
352-360-6727 Telephone

Copy to:

Mayor
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731
352-360-6727 Telephone

Anita Geraci-Carver, Esq.
City Attorney
1560 Bloxam Ave.
Clermont, FL 34711
anita@agclaw.net

As to Owner:

5555 S. Kirkman Road, Ste. 201
Orlando, FL 32819
Attn: Randy Hodge

Copy to:

Lowndes Law
215 N. Eola Dr.
Orlando, FL 32801
Attn: Tara L. Tedrow, Esq.
Tara.tedrow@lowndes-law.com

Section 30. Entire Agreement. This Amended 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 Amended 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 31. Term of Agreement. The term of this Amended Agreement shall commence on the date this Amended Agreement is executed by both the City and Owner, and shall terminate thirty (30) years thereafter; provided, however, that the term of this Amended Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 32. Amendment. Amendments to the provisions of this Amended Agreement shall be made by the parties only in writing by formal amendment.

Section 33. **Severability.** If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

**SIGNED, SEALED AND DELIVERED IN [OWNER]
THE PRESENCE OF:**

Witness Signature

By:

**SIGNED, SEALED AND DELIVERED IN CITY OF FRUITLAND PARK
THE PRESENCE OF:**

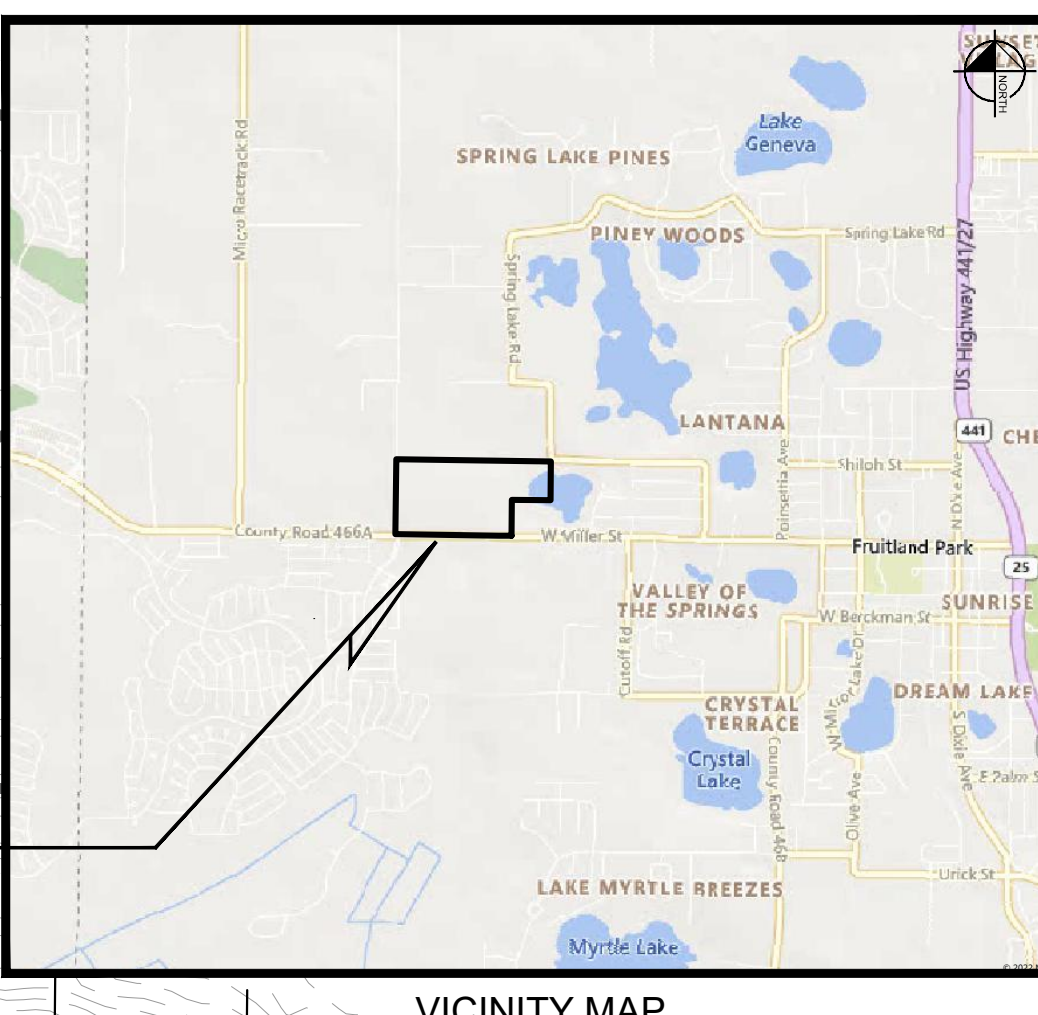
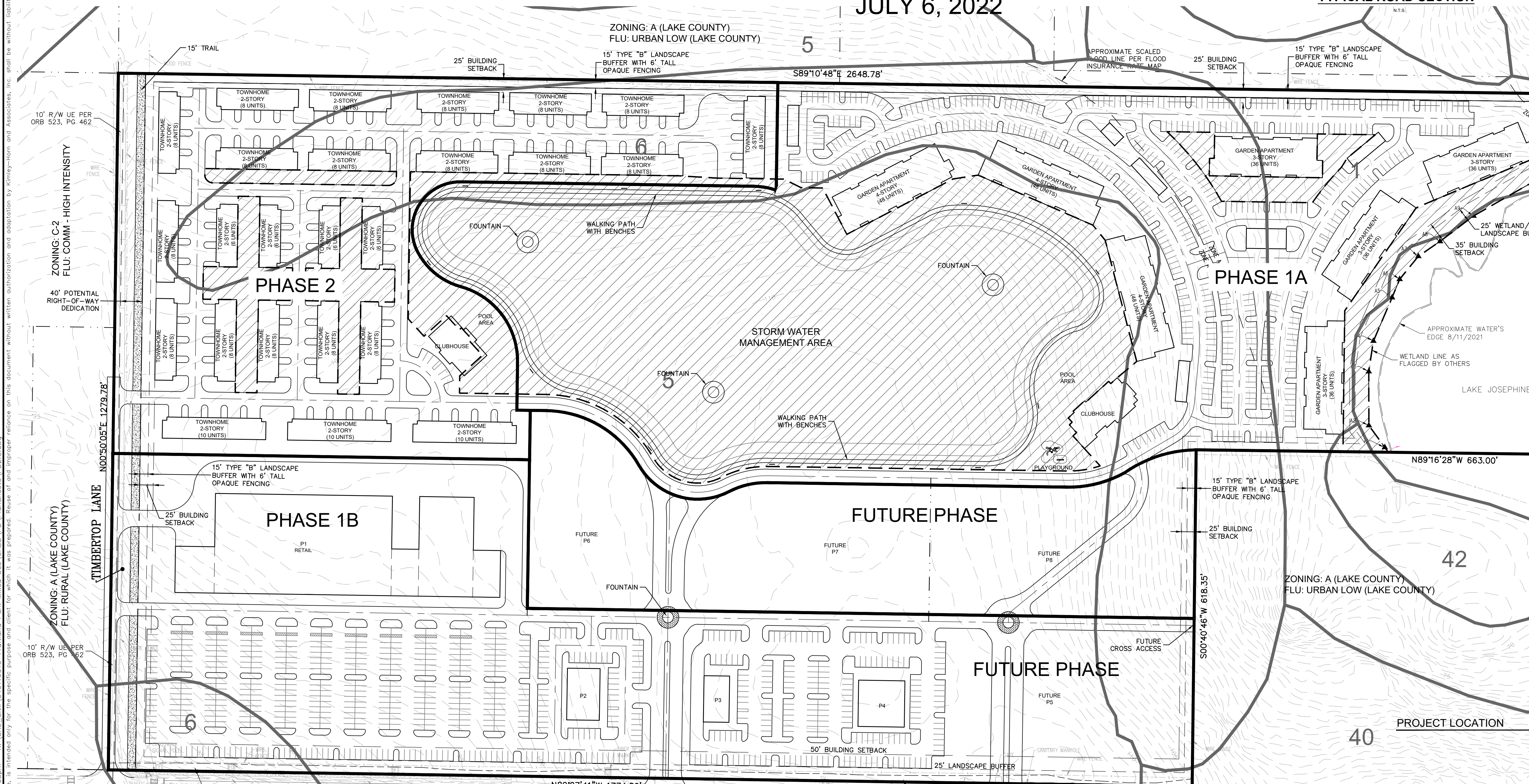
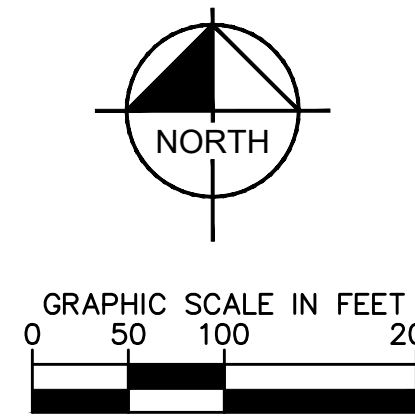
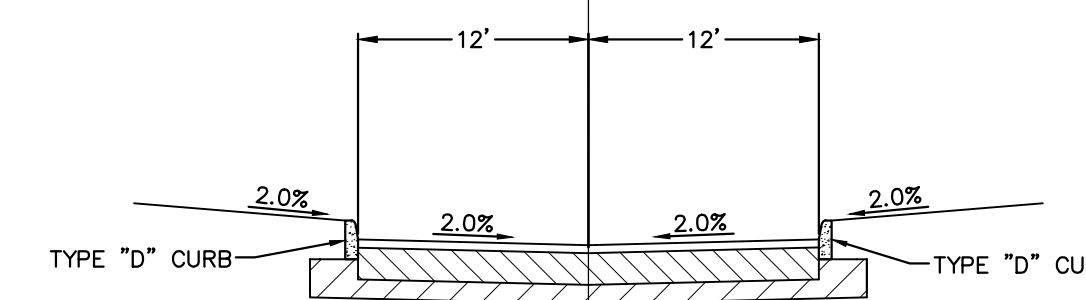
Witness Signature

By:

Summary report:	
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Intelligent Table Comparison: Active	
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Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	43

MILLER PARK PD

Fruitland Park, Florida
 Parcel ID: 051924000300002000
 JULY 6, 2022



Plotted By: nixon, dorion - Sheet Set: 02:41:03.dwg
 K:\ORL_Civil\04919010-Fruitland Park Mixed Use\CADD\PD_PlanSheets\FD2.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SITE DATA:
 TOTAL SITE AREA: 68.55 ACRES
 WETLAND/LAKE AREA: 3.22 ACRES
 TOTAL DEVELOPABLE AREA: 65.33 ACRES
 ZONING: MUPUD
 EXISTING FUTURE LAND USE: MIXED COMMUNITY
 PROPOSED FUTURE LAND USE: GENERAL MIXED USE
 MAXIMUM ISR: 0.80
 MAXIMUM FAR: 0.70
 MINIMUM OPEN SPACE/PARKS AND RECREATION: 20%
 PROVIDED OPEN SPACE: 25%

SERVICES:
 WATER/SEWER: CITY OF FRUITLAND PARK
 FIRE: CITY OF FRUITLAND PARK
 NATURAL GAS: SECO

SETBACKS	BUILDING	LANDSCAPE*
NORTH:	25 FT	15 FT
SOUTH (CR 466A):	50 FT	25 FT
EAST:	25 FT	15 FT
WEST:	25 FT	15 FT
LAKE JOSEPHINE:	35 FT**	25 FT**

*INTERNAL (BETWEEN USES) LANDSCAPE BUFFERS WILL BE 10 FEET.
 **FROM ORDINARY HIGH WATER LINE PURSUANT CHAPTER 165.
PARKING:
 ALL PARKING INCLUDING BICYCLE PARKING WILL BE IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE UNLESS A VARIANCE IS GRANTED.

COMMERCIAL (P1 - P5)
 TOTAL AREA: 18.88 ACRES (27.5%)
 MAXIMUM FAR: 0.70
 MAXIMUM BUILDING AREA: 575,688 SF
 MAXIMUM BUILDING HEIGHT: 35 FEET
 PROPOSED BUILDING AREA: 168,000 SF
 PROPOSED FAR: 0.20

INSTITUTIONAL (P6 - P8)
 TOTAL AREA: 6.88 ACRES (10.1%)
 MAXIMUM FAR: 0.70
 MAXIMUM BUILDING AREA: 209,784 SF
 MAXIMUM BUILDING HEIGHT: 35 FEET
 BUILDING AREA: 209,784 SF
 FAR: 0.70

PROJECTED PHASING
 THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES:
 PHASE 1A: GARDEN APARTMENTS AND STORM WATER MANAGEMENT AREA
 PHASE 1B: COMMERCIAL (P1-P4)
 PHASE 2: TOWNHOMES
 P5 - P8 WILL BE DEVELOPED IN THE FUTURE.

GENERAL NOTES:
 THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE DUE TO ENGINEERING AND OTHER INFLUENCES.

MULTI-FAMILY RESIDENTIAL
 TOTAL AREA: 42.79 ACRES (62.4%)
 MINIMUM LIVING AREA: 600 SF
 MAXIMUM BUILDING HEIGHT: 45 FEET
 MAXIMUM PERMITTED DENSITY: 12 UNITS/ACRE
 (25) 2-STORY TOWNHOMES: 198 UNITS
 (3) 4-STORY BUILDINGS (48 UNITS): 144 UNITS
 (4) 3-STORY BUILDINGS (36 UNITS): 144 UNITS
 TOTAL UNITS: 486
 GROSS DENSITY (486 UNITS / 42.79 AC): 11.43 UNITS/ACRE
 TOWNHOME UNIT SIZE: 39'x38'
 TOWNHOME NET LIVING AREA: 1,480 SF
 GARDEN APARTMENT SIZE: 35'x34'
 GARDEN APARTMENT NET LIVING AREA: 1,200 SF

PROJECT TEAM

OWNER/DEVELOPER:
 INTRAM INVESTMENTS, INC.
 5555 S. KIRKMAN RD, SUITE 201
 ORLANDO, FL 32819
 CONTACT: KELLY FROELICH
 PHONE: (407) 501-5205
 EMAIL: kfroelich@intram.com

SURVEYOR
 CLYMER FARNER BARLEY
 4450 NE 83RD ROAD
 WILDWOOD, FL 34785
 CONTACT: KAYE JAMESON, PSM
 PHONE: (352) 748-3126

CIVIL ENGINEER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 189 S. ORANGE AVE, SUITE 1000
 ORLANDO, FL 32801
 CONTACT: BRENT LENZEN, P.E.
 PHONE: (407) 898-1511
 EMAIL: brent.lenzen@kimley-horn.com

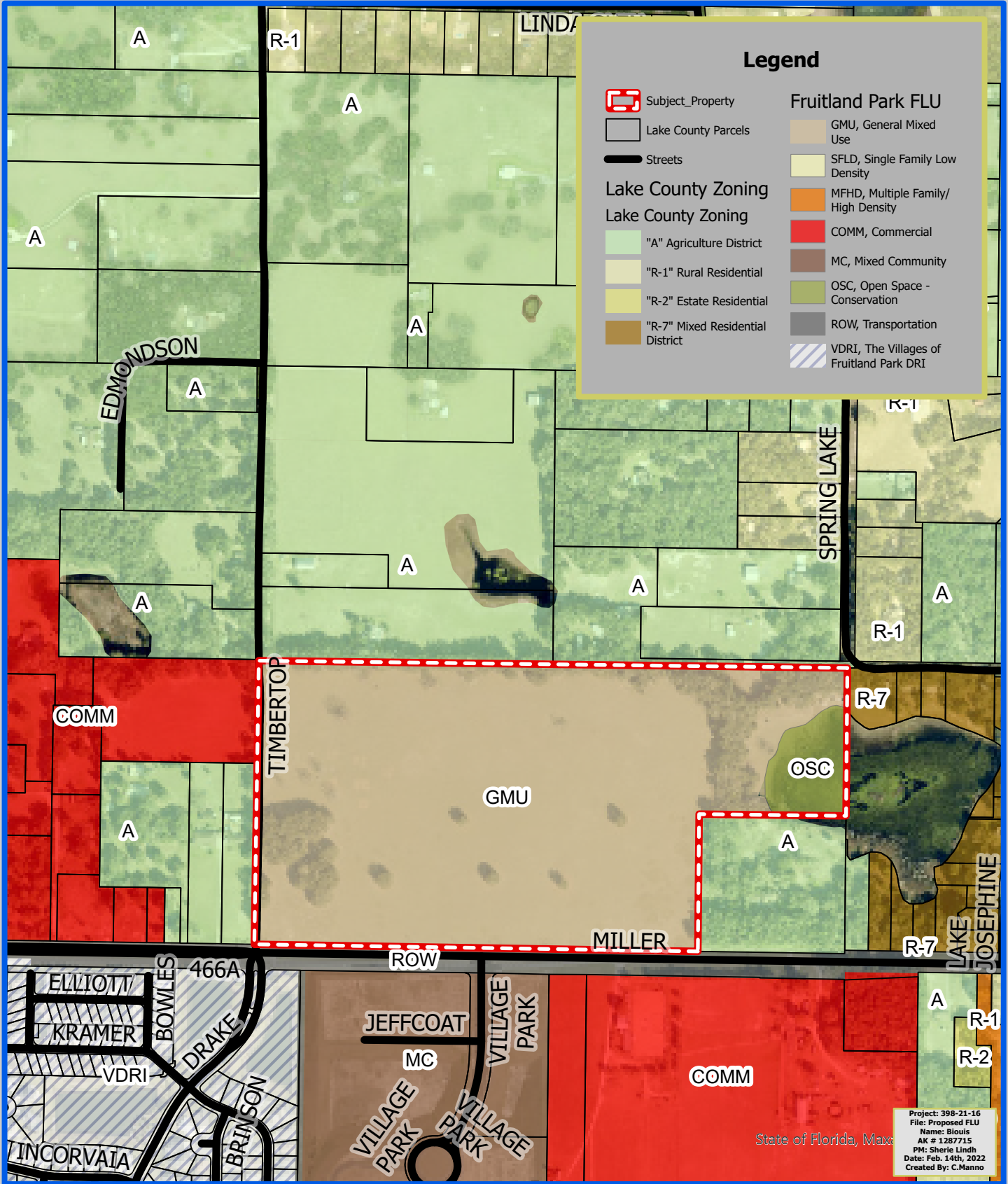
LEGAL COUNSEL:
 LOWNDES LAW
 215 N. EOLA DRIVE
 ORLANDO, FLORIDA 32801
 CONTACT: TARA TEDROW
 PHONE: (407) 418-6361

LEGAL DESCRIPTION:
 THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS THE RIGHT OF WAY OF STATE ROAD NO. S-466-A.
 FOR A TOTAL AREA OF 68.55 ACRES MORE OR LESS.

SOIL LEGEND
 1 SPARR SAND
 5 APOPKA SAND, 0 TO 5 PERCENT SLOPE
 6 APOPKA SAND, 5 TO 12 PERCENT SLOPE
 40 FLACID AND MYAKKA SANDS, DEPRESSIONAL
 42 POMPAHO SAND
 99 WATER

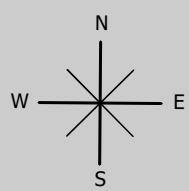


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 189 S. ORANGE AVE, SUITE 1000, ORLANDO, FL 32801
 PHONE: 407-898-1511
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106



Project: 398-21-16
 File: Proposed FLU
 Name: Bouis
 AK # 1287715
 PM: Sherie Lindh
 Date: Feb. 14th, 2022
 Created By: C.Manno

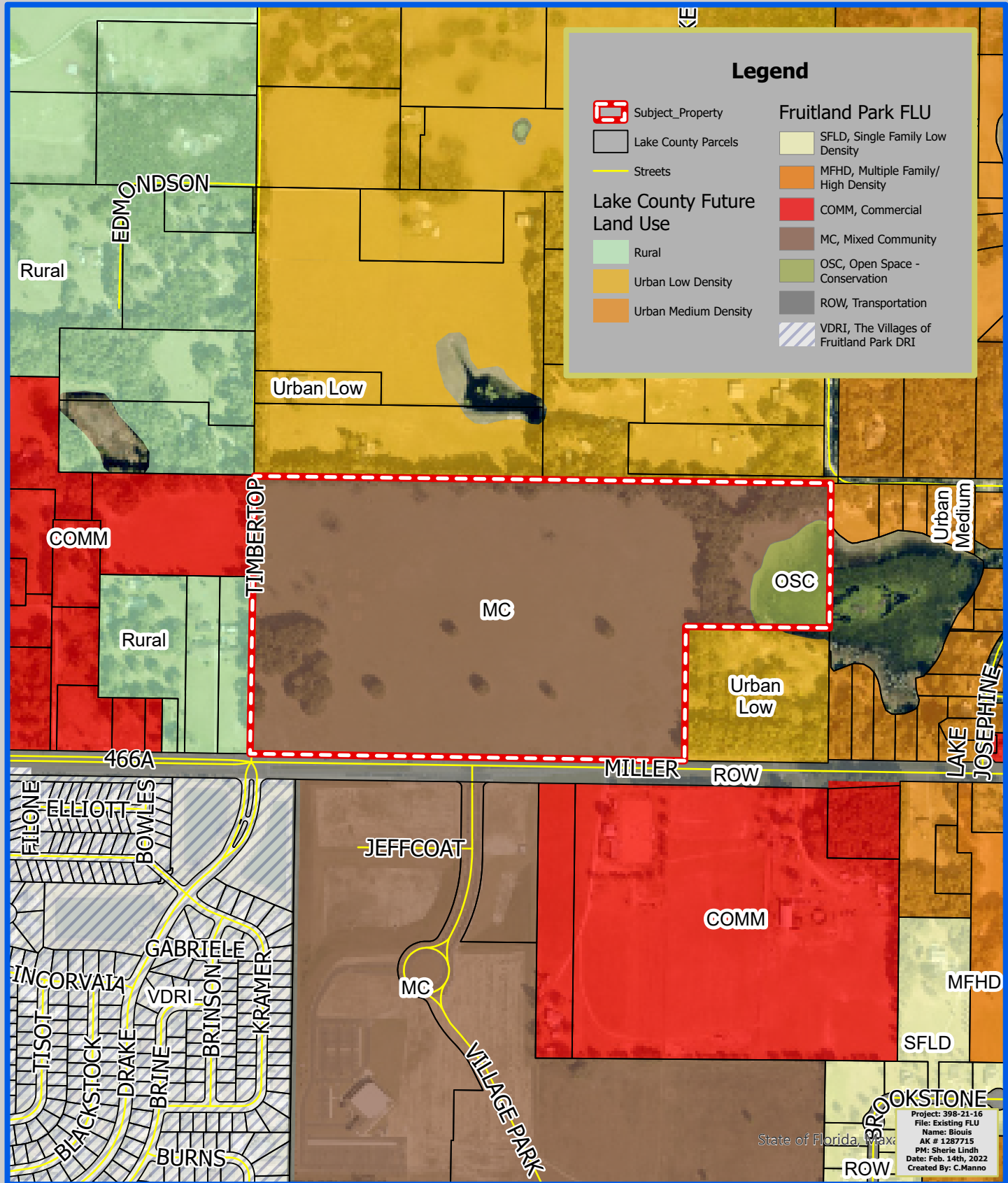
State of Florida, Max



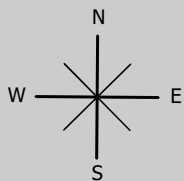
Bouis Property

Proposed FLU Map Lake County, FL

Urban & Regional Planners, Inc.
 1162 CAMP AVENUE - MT. DORA, FL 32757
 (352)385-1940 / FAX (352)383-4824



Project: 398-21-16
 File: Existing FLU
 Name: Bouis
 AK # 1287715
 PM: Sherie Lindh
 Date: Feb. 14th, 2022
 Created By: C.Manno



Bouis Property

Existing FLU Map Lake County, FL

Urban & Regional Planners, Inc.
 1162 CAMP AVENUE - MT. DORA, FL 32757
 (352)385-1940 / FAX (352)383-4824

FRUITLAND PARK COMPREHENSIVE PLAN AND ZONING JUSTIFICATION STATEMENT

The Applicant has submitted for a large-scale Comprehensive Plan Future Land Use amendment from Community Mixed Use (6 units/acre) to General Mixed Use (12 units/acre) and a companion rezoning from Planned Unit Development (PUD) to Mixed Use Planned Unit Development (MUPUD). Per Table 154.030.01, MUPUD is a compatible zoning designation with the requested Future Land Use designation of General Mixed Use.

Table 154.030.01

FUTURE LAND USE DESIGNATION	Maximum Density	Maximum Intensity	ZONING CATEGORIES
SF Low Density	2 units/acre	N/A	R-2, PUD, PFD
SF Medium Density	4 units/acre	Commercial uses within PUD, max. size 15,000 sq. ft. & max. FAR 0.20	R-2, R-4, PUD, PFD
MF Low Density	8 units/acre	Commercial uses within PUD, max. size 15,000 sq. ft. & max. FAR 0.20	R-2, R-4, R-8, PUD, PFD
MF Medium Density	10 units/acre	Commercial uses within PUD, max. size 15,000 sq. ft. & max. FAR 0.20	R-2, R-4, R-8, R-10, PUD, PFD
MF High Density	15 units/acre	Commercial uses within PUD, max. size 20,000 sq. ft. & max. FAR 0.20	R-2, R-4, R-8, R-10, R-15, PUD, PFD
Central Business District Mixed Use	10 units/acre (Residential at 2 nd or 3 rd floor only)	ISR .80 FAR 1.0	CBD, PUD
Transitional	4 units/acre	FAR .20	RP, R-2, R-4, PUD, PFD
Mixed Community	6 units/acre	ISR .80 FAR .70	Mixed Use PUD
General Mixed Use	12 units/acre	ISR .80 FAR .70	Mixed Use PUD
Neighborhood Commercial	4 units/acre if developed as PUD	ISR .70 FAR .50	C-1, RP, PUD, PFD
Commercial – High Intensity	N/A	ISR .70 FAR .50	C-1, C-2, RP, PUD, PFD
Industrial	N/A	ISR .75 FAR .50	I, PUD
Institutional	N/A	ISR .70 FAR .30	PFD, PUD
Recreation	N/A	ISR .30 FAR .30	PFD, GB
Open Space	1 unit/acre	ISR .35	PFD, GB

The City and FRANK STEPHAN BOUIS, TRUSTEE OF THE FRANK STEPHAN BOUIS FAMILY TRUST DATED OCTOBER 16, 2008 had previously entered into the Like Oak Center Master Development Agreement on January 27, 2010 (the “Original Agreement”) regarding the annexation, rezoning and future land use designation for Parcel ID 05-19-24-0003-000-02000 (the “Subject Property”), which Original Agreement needs to be updated to reflect the satisfaction of certain obligations therein and changing market conditions and demands in the area.

COMPREHENSVE PLAN ANALYSIS

The Subject Property is comprised of approximately 68.55 acres and currently has a future land use designation of Community Mixed Use and therefore a Comprehensive Plan Future Land Use map amendment with a compatible rezoning is required for any development of the Subject Property. The requested General Mixed Use Future Land Use designation permits up to 12 dwelling units/acre and is a compatible and consistent with the surrounding development pattern. Under the City's Comprehensive Plan 2035 ("Comp Plan"), the City has "anticipated that additional housing needs will be accommodated primarily within mixed use developments." In June 2020, the City ranked highest in the Central Florida area for population growth rates since 2010, up 159.9%, from 4,129 to 10,730 residents. As shown in the Comp Plan, the City's projected population for 2025 has already been surpassed and this growth rate is expected to have a continued upward trajectory and therefore additional housing, retail and job opportunities are critical to the City's long-term economic growth and sustainability.

Table 3-2: Population Projections

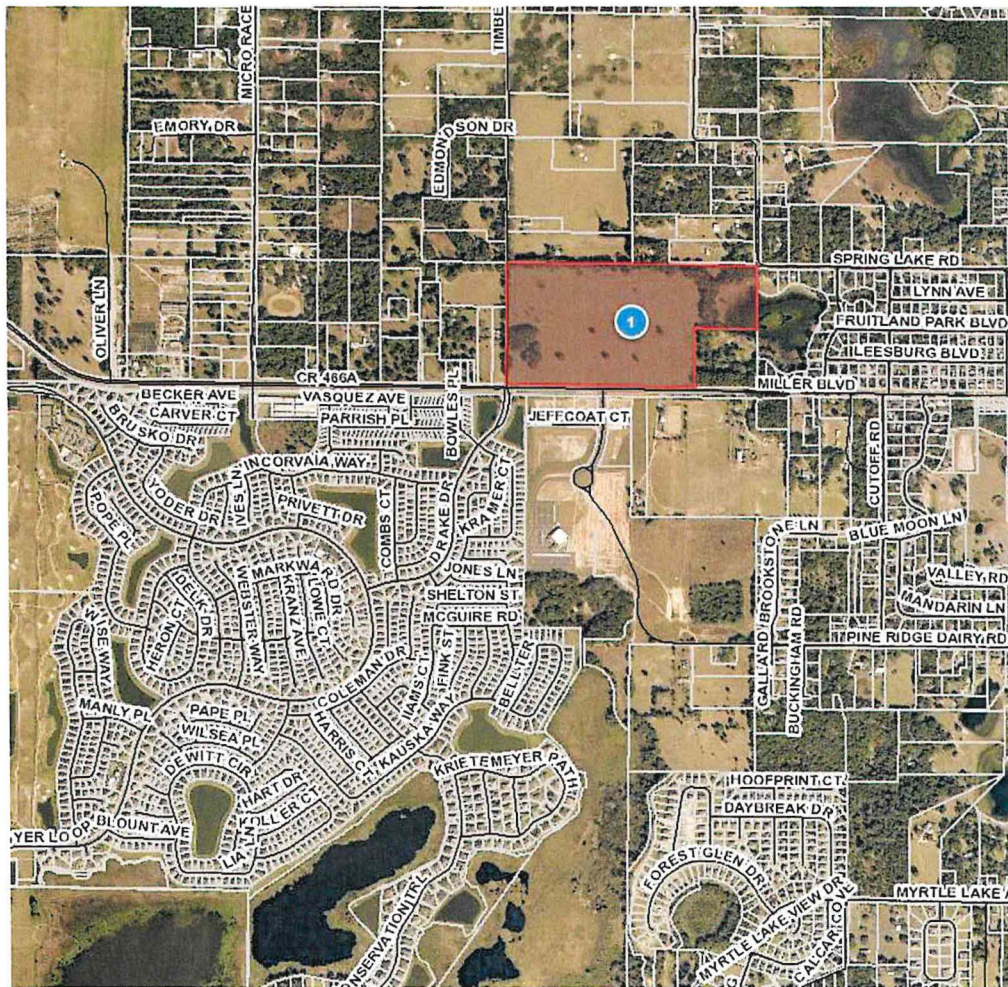
Year	Population	Growth Rate
1980	2,259	
1990	2,754	18%
2000	3,186	16%
2010	4,078*	28%
2015	4,214	.03%
2020	9,075**	115%
2025	10,237	13%
2030	11,399	12%
2035	13,133	15%

The Future Land Use Element of the Comp Plan provides that the City has the following goals which are satisfied by this request:

- To encourage a mix and location of land uses designed to increase accessibility of Fruitland Park's residents to services, recreation, jobs and housing.
- To encourage the co-location of jobs with housing and expand residents' ability to work in close proximity to their homes.
- To encourage a mix of housing types and styles that provides people with affordable housing choices that can accommodate changes in lifestyle.

This Subject Property offers the perfect opportunity for "mixed use communities that will provide employment, recreation, and public facilities not only for residents who reside in those communities, but also for existing and future residents who live in nearby residential neighborhoods." As "it is the City's goal to be a full service medium sized city," the Comp Plan recognizes that "it is necessary to provide a full range of uses to serve and support the residential population, including employment centers [and] retail" uses. The City further acknowledges in their Comp Plan that "it is anticipated that s significant portion of the additional commercial acreage needs will be incorporated in mixed use land use categories." The requested General Mixed Use designation therefore fits into the City's vision and goals for growth, and additional policies which are met through this request are also included on Exhibit A.

As shown below, the area surrounding the Subject Property is developed with significant single family homes, which if that development trend continues, will contribute to urban sprawl. The City's Comp Plan underscores the importance of urban design and compact, mixed-use development, since urban sprawl "consumes more land, is costlier in terms of the provision of infrastructure and services, increases traffic congestion, and results in greater social isolation than more compact and integrated forms of development." Thus, the requested MUPUD zoning and its proposed concept plan will help to minimize urban sprawl and segregated multiple-use development by providing a mix of uses on a well-traveled roadway corridor in a growing area of the City.



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

ITEM TITLE: Second Reading and Public Hearing – Ordinance 2022-016 Rezoning and Amendment to MDA of approximately 35.99+ Acres – South of Spring Lake Road and West of US Hwy 27.441 - Petitioner: The Reserve at Spring Lake Cove LLC

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Friday, August 16, 2022

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: **Ordinance 2022-016** Applicant is requesting an amendment to the existing Planned Unit Development (PUD) Master Development Agreement (MDA) to allow greater flexibility to choose multifamily option of 128 apartment units or 95 single family residential subdivision with accessory garage apartments. Although development application for 128 apartments has been submitted, the applicant would like to have the option to withdraw this application and move forward with proposed 95 SFRs with garage apartment subdivision, i.e., if market conditions are suitable. (The first reading was held on July 28, 2022.)

FUNDS REQUIRED: None

ATTACHMENTS: Revised Ordinance 2022-016 (removing industrial) with legal description, map, MDA amendment, proposed future land use maps, revised staff report and advertisement affidavit

RECOMMENDATION: Approval

ACTION: Enact Ordinance 2022-016 to become effective immediately as provided by law.

ORDINANCE 2022-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 35.99 ± ACRES OF PROPERTY FROM SINGLE FAMILY LOW DENSITY RESIDENTIAL (R-1), MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R-3), AND PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK FOR RESIDENTIAL USE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by The Reserve at Spring Lake Cove, LLC, Owner, requesting that approximately 35.99 acres of real property generally located south of Spring Lake Road and west of US Highway 27/441 (the "Property") be rezoned from Single Family Low Density Residential (R-1), Multi-Family High Density Residential (R-3) and Planned Unit Development (PUD) to 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 rezoning 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 the City of Fruitland Park, Florida, as follows:

Section 1. The following described property consisting of approximately 35.99 ± acres of land generally located south of Spring Lake Road and west of US Highway 27/441 shall hereafter be designated as PUD, Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as set forth on **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"**. The Property shall hereafter be developed according to Master Development Agreement attached hereto as **Exhibit "C"**, which includes, but is not limited to, the concept plans attached to the Master Development Agreement.

Section 2. That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION

SPRING LAKE PARCEL

FILE NO.: 2021-4503615 ADDRESS: 36033 FAIR OAKS DR.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 15° WEST, 695.40 FEET; THENCE NORTH 89°58'20" EAST 230.19 FEET; THENCE SOUTH 00°34'30" EAST, 671.96 FEET; TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89°53'00" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 56.95 FEET TO THE POINT OF BEGINNING.

AND

TOGETHER WITH A 50-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S. 89°53'00" E. ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE N. 15°00'00" W., 695.40 FEET; THENCE N. 89°58'20" E., 180.19 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N.00°01'00" E., 626.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, THENCE N. 89°58'20" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, A DISTANCE OF 50.00 FEET; THENCE S 00°01'00" W., 626.97 FEET; THENCE S. 89°58'20" W., 50.00 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH

A 20 FOOT WIDE PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR UTILITIES LYING OVER, UPON AND THROUGH THE FOLLOWING PARCEL OF LAND: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S. 89°53'00" E. ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE N. 15°00'00" W., 695.39 FEET; THENCE N.89°58'20" E., 180.19 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N. 00°01'00"E., 626.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, THENCE N.89°58'20" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, A DISTANCE OF 20.00 FEET; THENCE S. 00°01'00" W., 626.97 FEET; THENCE S. 89°58'20" W., 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

THAT PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF

THE SE 1/4 OF SAID SECTION 33, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF THE SE 1/4 A DISTANCE OF 656.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 00°34'30" WEST 671.96 FEET; THENCE NORTH 89°58'20" EAST 177.21 FEET; THENCE SOUTH 00°34'30" EAST 672.40 FEET TO A POINT ON THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 33; THENCE NORTH 89°53'00" WEST ALONG THE SOUTH LINE OF THE SE 1/4 A DISTANCE OF 177.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 50-FOOT WIDE PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

EASEMENT "A": FROM THE SOUTHWEST CORNER OF THE SE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE NORTH 15°00'00" WEST 695.39 FEET; THENCE NORTH 89°58'20" EAST 180.19 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 00°01'00" EAST 626.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD; THENCE NORTH 89°58'20" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°01'00" WEST 626.97 FEET; THENCE SOUTH 89°58'20" WEST 50.00 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH

A 20 FOOT WIDE PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR UTILITIES LYING OVER, UPON AND THROUGH THE FOLLOWING PARCEL OF LAND: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S. 89°53'00" E. ALONG THE SOUTH LINE OF THE SOUTHEAST 1 /4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE N. 15°00'00" W., 695.39 FEET; THENCE N.89°58'20" E., 180.19 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N. 00°01'00" E., 626.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, THENCE N.89°58'20" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, A DISTANCE OF 20.00 FEET; THENCE S. 00°00'00" W., 626.97 FEET; THENCE S. 89°58'20" W., 20.00 FEET TO THE POINT OF BEGINNING.

FILE NO.: 791648 ADDRESS: 36221 FAIR OAKS DRIVE

PARCEL:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, RUN S. 89°53'00" E. ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE NORTH 15°00'00" W., 695.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE NORTH 15°00'00" W. 76.47 FEET; THENCE NORTH 00°01'00" E., 179.60 FEET; THENCE NORTH 65°23'48" E. 220.00 FEET; THENCE NORTH 00°01'00" EAST 315.00 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 89°58'20" E. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 220.39 FEET; THENCE SOUTH 00°34'30" EAST 660.00 FEET; THENCE SOUTH 89°58'20" WEST, 407.40 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION DEEDED TO GROSVENOR GROUP, INC. AND RECORDED IN O.R. BOOK 2766 PAGE 1073, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

FILE NO.: 791797 ADDRESS: TOMMY LANE

PARCEL 1:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 600.0 FEET; THENCE NORTH 15°00'00" WEST, 771.86 FEET; THENCE NORTH 00°01'00" EAST, 179.60 FEET; THENCE NORTH 65°23'48" EAST, 220.0 FEET; THENCE NORTH 00°01'00" EAST, 315.0 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 89°58'20" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4, 220.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, CONTINUE NORTH 89°58'20" EAST, 223.72 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD; THENCE RUN SOUTH 00°34'30" EAST, ALONG THE SAID WEST RIGHT OF WAY LINE, 228.72 FEET; THENCE SOUTH 89°58'20" WEST, 223.73 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH 00°34'30" EAST OF THE POINT OF BEGINNING; THENCE NORTH 00°34'30" WEST, 228.72 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, RUN SOUTH 89°53'00" EAST, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 834.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM THE SAID POINT OF BEGINNING, RUN NORTH 00°34'30" WEST, 1103.68 FEET; THENCE RUN NORTH 89°58'20" EAST, 223.73 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD, (NOW ABANDONED); THENCE SOUTH 00°34'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 1,104.21 FEET TO A POINT ON THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 89°53'00" WEST, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 223.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

RAILROAD PARCEL:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 600.00 FEET; THENCE NORTH 15°00'00" WEST, 695.40 FEET; THENCE NORTH 89°58'20" EAST, 407.39 FEET; THENCE NORTH 00°34'30" WEST, PARALLEL WITH THE WESTERLY RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, 431.28 FEET; THENCE NORTH 89°58'20" EAST, 223.73 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD AND THE POINT OF BEGINNING; THENCE RUN NORTH 89°58'20" EAST, A DISTANCE OF 35 FEET, MORE OR LESS, TO THE EAST LINE OF THE SAID SEABOARD COAST LINE RAILROAD; THENCE RUN SOUTH 00°34'30" EAST ALONG THE SAID EAST LINE OF THE SEABOARD COAST LINE RAILROAD RIGHT OF WAY, A DISTANCE OF 1,104.21 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE RUN NORTH 89°53'00" WEST ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 35 FEET, MORE OR LESS, TO THE WEST LINE OF THE SAID SEABOARD COAST LINE RAILROAD RIGHT OF WAY; THENCE RUN NORTH ALONG THE WESTERLY LINE OF THE SAID SEABOARD COAST LINE RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

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 _____, 2022, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the “City”), and The Reserve at Spring Lake Cove, LLC., a Florida limited liability company (hereinafter referred to as the “Owner”).

RECITALS

1. The Owner desires to rezone approximately 35.99 + 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 the City of Fruitland Park and is currently zoned “Planned Unit Development” (PUD), Single Family Low Density Residential (R-1) and Multi-Family High Density (R-3) with a future land use designation on the City of Fruitland Park Future Land Use Map of “Single-Family Low Density” and “Multi-Family High Density.”

3. Owner has filed applications for rezoning for the Property as a Residential Planned Unit Development.

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 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 and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "PUD Preliminary Plan" prepared by Madden, Moorehead & Stokes, LLC., dated _____, 2022, and attached as **Composite Exhibit "B"** (which may be referred to as the "Plan" or the "PUD Master Plan" or "Development Plan"). The project shall be developed in accordance with the Permitted Uses set forth below. All development shall be consistent with City's "PUD" (Planned Unit Development) 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. Multi-family residential dwelling units meeting the R-3 standards.
- b. Single-family residential dwelling units.
- c. Attached single-family residential dwelling units (Townhomes).
- d. Garage Apartments (for rent) as an Accessory Use to Single-family residential.
- e. Residential Density for multi-family development shall not exceed 15 units per acre.
- e.f. Residential Density for single-family residential dwelling units and townhomes and detached garages with an above accessory dwelling unit shall not exceed 95 [AG1] number of units. The accessory dwelling unit does not count towards the density calculation.
- f.g. Passive and Active Recreation Facilities.
- g.h. Accessory uses per City of Fruitland Park Land Development Regulations.
- i. Accessory structures shall not be constructed within required buffer areas.

~~h.~~ The project may be developed consistent with either concept plan attached Composite Exhibit B, but not both.

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

- a. Impervious Surface Ratio (ISR) 85%[AG2] on a per-lot basis
- b. Minimum Open Space 25%, which may include all buffers, manmade stormwater ponds, recreation and other pervious area not located within platted road right of way.
- c. Maximum Building Height 35', measured to the mean height of hip or gabled roofs
- d. Minimum distance between multi-family buildings shall be twenty feet (20') measured from building wall to building wall.

- e. Interior buildings shall have a setback of thirty feet (30') from the edge of pavement (travel lane).
- f. Minimum Setback requirements, as measured from the PUD perimeter property lines shall be:
 - i. North: Local Roadways – Twenty-five feet (25')
 - ii. South: Twenty-five feet (25')
 - iii. East: Twenty-five feet (25')
 - iv. West: Twenty-five feet (25')
- a. Open space shall not be less than twenty-five (25) percent of the total property area. Stormwater ponds may not be included as open space unless designed as an amenity.
- b. Parking: The Owner will be required to meet the parking requirements of the Fruitland Park Land Development Regulations.
- c. Landscape buffers of twenty-five feet (25') shall be provided along all PUD perimeter property boundaries with the exception of that portion of the property located adjacent to Spring Lake Cove Apartments located along the western property boundary.

Section 6. Single-Family Design Standards. Single-family residential (with or without Garage Apartments) may be constructed in accordance with development standards set forth below as individually platted lots or on a single lot under unified ownership in accordance with an approved Development Plan.

~~a.~~ a. Minimum lot width 50' [AG3]

~~a.~~

~~b.~~ b. Minimum lot area 5,500 SF

~~i.~~

~~ii-c.~~ ii-c. Principal Building Setbacks

~~b-i.~~ b-i. Front 25'

~~e-ii.~~ e-ii. Rear 20'

~~e-iii.~~ e-iii. Side 5'

~~e-iv.~~ e-iv. Street Side 15'

~~f-d.~~ f-d. Accessory Structure and Pool Deck Setbacks

~~g-i.~~ g-i. Front Behind front of Principal Structure

~~h-ii.~~ h-ii. Rear 5'

~~i-iii.~~ i-iii. Side 5'

~~iii-g.~~ iii-g. Minimum Living Area:

~~iv-i.~~ iv-i. Primary Home 1,200 sq. ft.

~~v-ii.~~ v-ii. Garage Apartment 450 sq. ft.

Section 7. Multi-Family Design Standards. Design Standards shall be as follows:

- a. Multi-family development shall meet the R-15 MF HDR zoning development standards.
- b. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the multi-family

units. 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
- 10) Metal roofs
- 11) Decorative Corbels and Brackets

- c. 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:
 - i. The exterior wall area may be any type of lap siding and/or stucco, including 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.) The exterior may include full width or cast brick or stone.
 - ii. 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.
- c. Details, such as, brackets, corbels, decorative panels, may be made from alternative materials, such foam with a hard shell finish.
- d. Buildings shall have landscape areas planted with trees, shrubs or groundcovers, other than sod, around the building as follows:
 - i. Building Perimeter landscaping. A minimum three (3) foot wide landscape area, with an average of five (5) feet or more, around a minimum of forty (40) percent of the total building perimeter and within twenty-five (25) feet of the building walls.
 - ii. *Minimum planting requirement.* One (1) canopy tree or three (3) understory trees, and twenty-eight (28) shrubs shall be required for every three hundred and fifty (350) feet of planting area in c. 1) above. Trees installed for any other requirement of this subsection c. may be credited towards this requirement if in the required location.

Section 8. 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 Planned Unit Development Master Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process. If such changes are consistent with this Master Development Agreement, the amendment to the Planned Unit Development Master Plan will be processed as a Minor Development under LDC section 160.040.

Section 9. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points, one primary access on Spring Lake Road and one access on Cooke Road. The primary access shall be through a divided landscaped boulevard type road. Other potential vehicular and pedestrian accesses will be reviewed during the development review process. The Owner may include cross-access to the existing entry to the Spring Lake Cove Apartment Community adjacent to the west.

- a. The Owner 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. Drive aisles within parking areas shall not be required to be constructed to City street standards.
- 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 Owner 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. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Owner.
- e.f. At such time that traffic signals are warranted at the proposed project entrance, the Owner shall pay their pro rata share of the cost of the signal(s) as determined by Lake County or the City.

Section 10. 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 and parking areas.

Section 11. 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. Except as otherwise provided herein, All such improvements must be constructed to City requirements and transferred to City as a

contribution in aid of construction. Owner shall own and maintain all onsite water and wastewater improvements including any lift station(s) up to the point of connection at the property line for the wastewater improvements and up to the point of connection to the City water meter for the water utility improvements.

Section 12. 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. If the Owner builds the water line improvements, the Owner shall be given Water Impact Fee Credits for the design, permitting and construction costs of the water line shown on **Exhibit C.** [AG4]

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 13. Easements.[A5] Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services. The Owner is aware that the City needs a twenty foot (20') easement for a water line. The Owner agrees to work with the City at final design to locate the easement either along the eastern edge of the property as shown on Exhibit C or within public Right of Way if developed as single family platted lots. In the event the City requires the twenty foot (20') easement for the water line in advance of final design of the project, Owner will grant City such easement.

Section 14. Landscaping/Buffers. Developer 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 all perimeter property boundaries, with the exception of the property adjacent to Spring Lake Cove Apartments, as shown on the Preliminary Plan consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'); however, no buffer shall be required along the perimeter boundary adjacent to the wetlands. A twenty-five foot (25') native buffer shall be provided onsite adjacent to Zephyr Lake. 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 shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

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 15. 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 16. 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 17. 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 18. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. 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 19. Title Opinion[A6]. 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.

Section 20. 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 21. 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 22. 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 23. 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 24. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their successors in interest and/or 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 25. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 26. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 27. 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:	Paul M. Missigman, Manager

	The Reserve at Spring Lake Cove, LLC 200 East Canton Ave., Suite 102 Winter Park, FL 32789
Copy to:	Tricia Doody, Manager The Reserve at Spring Lake Cove, LLC 200 East Canton Ave., Suite 102 Winter Park, FL 32789

Section 28. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 29. 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 30. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 31. 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:**

THE RESERVE AT SPRING LAKE COVE, LLC IN THE

Witness Signature

By: _____
Paul M. Missigman, Manager

Print Name

By: _____

Witness Signature

Tricia Doody, Manager

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____ by Paul M. Missigman, Manager and Tricia Doody, Manager, of The Reserve at Spring Lake Cove, LLC on behalf of the companies, 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

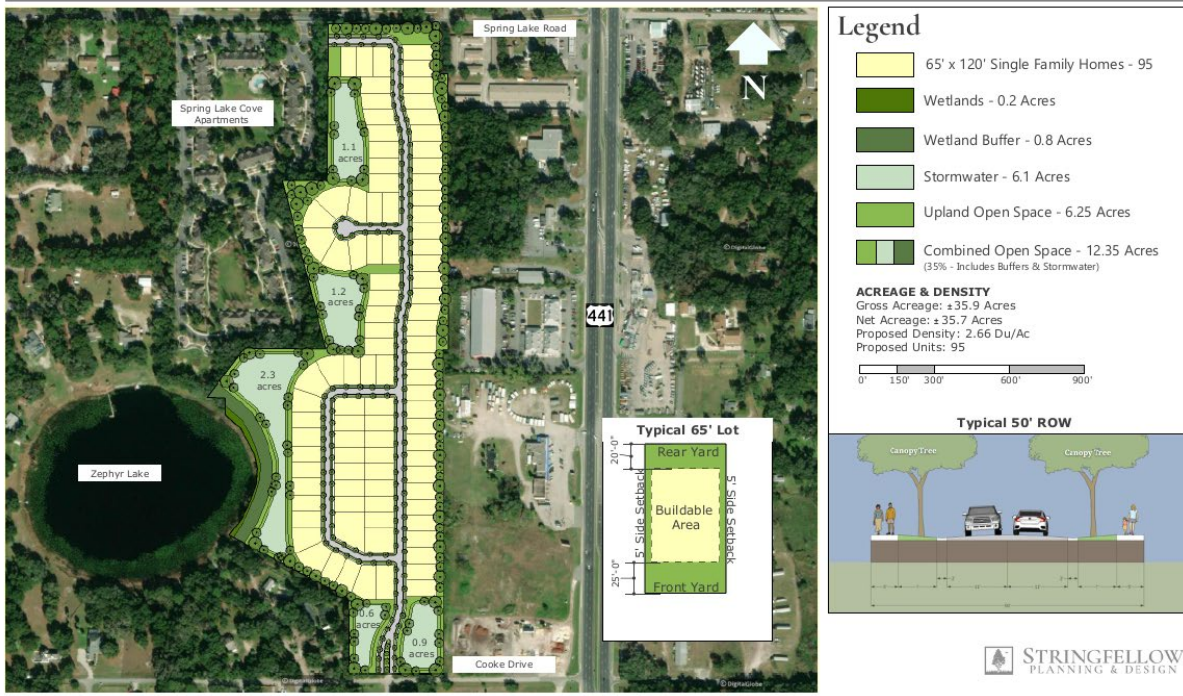
The foregoing instrument was acknowledged before me by [X] physical present or [] online notarization this ____ day of _____ by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation and Esther B. Coulson, City Clerk of the City of Fruitland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

Notary Public
Notary Public - State of Florida
Commission No _____

My Commission Expires _____

COMPOSITE EXHIBIT "B"

Reserve at Spring Lake Cove Conceptual Plan

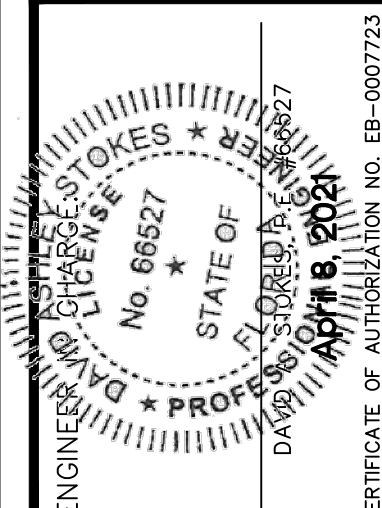




MADDEN
 MOORHEAD & STOKES, LLC
 CIVIL ENGINEERS
 431 E. Horatio Avenue
 Suite 260
 Maitland, Florida 32751
 (407) 629-8330

OVERALL SITE PLAN
 FOR
RESERVE AT SPRING LAKE COVE
 FRUITLAND PARK, FLORIDA

LAKE SUMNER PARTNERS, LTD.
 200 E. CANTONAL AVE. SUITE 102
 WINTER PARK, FL 32789
 (407) 741-8600

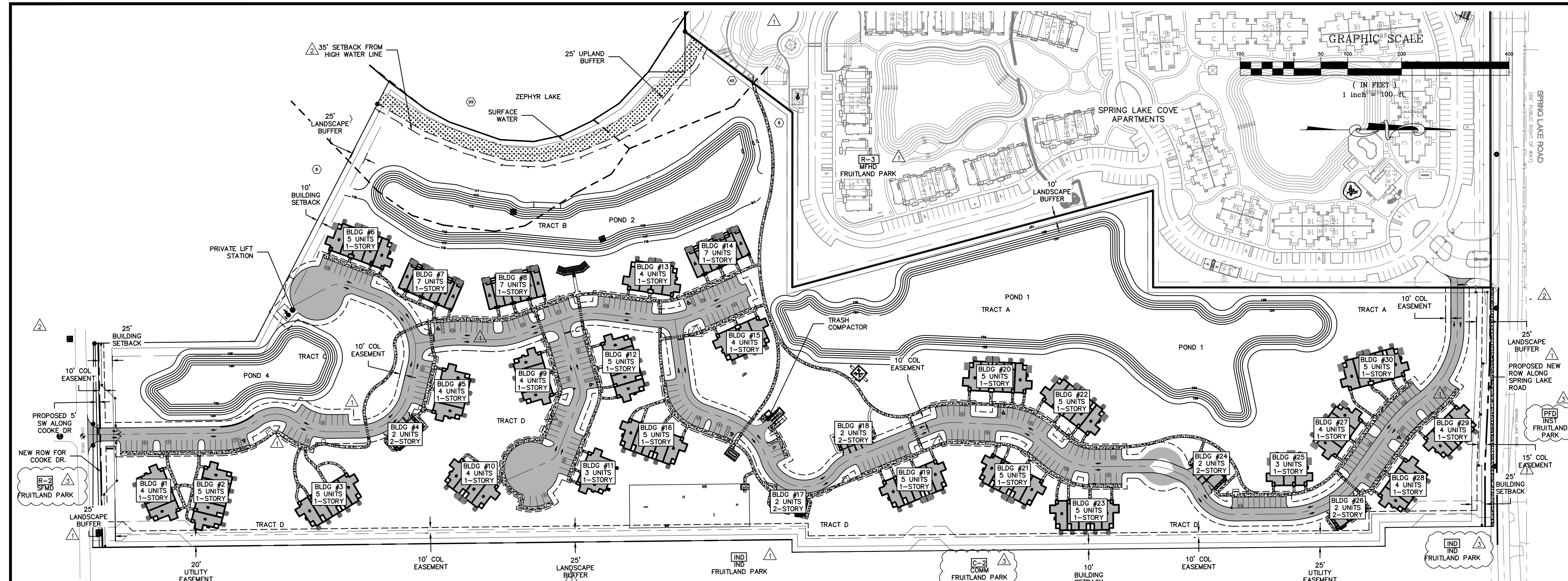


NO.	DATE	REVISIONS
1	01/29/21	REVISED PER CITY PLANS
2	03/03/21	REVISED PER CITY COMMENTS
3	04/08/21	REVISED PER CITY COMMENTS
4	04/10/21	REVISED PER CITY COMMENTS
5	04/10/21	REVISED PER CITY COMMENTS
6	04/10/21	REVISED PER CITY COMMENTS
7	04/10/21	REVISED PER CITY COMMENTS
8	04/10/21	REVISED PER CITY COMMENTS
9	04/10/21	REVISED PER CITY COMMENTS
10	04/10/21	REVISED PER CITY COMMENTS
11	04/10/21	REVISED PER CITY COMMENTS

JOB # 19079
 DATE: 11/13/2020
 SCALE: 1" = 100'
 DESIGNED BY: KAL
 DRAWN BY: DAS
 APPROVED BY: DAS

C006

H:\Data\19079\Eng\Final\9079_C006-OVERALL SITE PLAN.dwg April 8, 2021 12:32 PM



PER CHAPTER 164, SECTION 164.030(c), THE PROPOSED CUL-DE-SAC LOCATED ALONG THE SOUTHWESTERN BOUNDARY ENCRAGES INTO THE 25' BUFFER WHICH IS NOT ALLOWED. A VARIANCE BUFFER WIDTH OF 10' ADJACENT TO THE CUL-DE-SAC IS REQUESTED. PER CHAPTER 164, SECTION 164.030(c), STORMWATER POND FACILITIES ARE NOT ALLOWED WITHIN THE BUFFER. A VARIANCE BUFFER WIDTH OF 10' ADJACENT TO THE POND IS REQUESTED.

SITE DATA:

- GROSS PROJECT AREA: ±35.99 ACRES / ±1,567,658 S.F.
- PARCEL ID: 04-19-24-0001-000-01100, 04-19-24-2175-00A-00400, 04-19-24-2175-00A-00500, 04-19-24-2175-00A-01500, 33-18-24-0004-000-09400, 33-18-24-0004-000-09500, 33-18-24-0004-000-09600, 04-18-24-2175-00A-00900, 04-19-24-0001-000-01000, 04-19-24-2175-00A-00300, 33-18-24-0004-000-08300, 33-18-24-0004-000-04702
- EXISTING ZONING: R-1, R-3, PUD
- EXISTING FUTURE LAND USE: MULTI-FAMILY HIGH DENSITY (MFHD)
- PROPOSED MULTI-FAMILY UNITS: 128 UNITS
- MAXIMUM RESIDENTIAL DENSITY: 15 DU/AC
 PROPOSED RESIDENTIAL DENSITY: 3.2 DU/AC
- MAXIMUM BUILDING HEIGHT: 35'
- BUILDING SETBACKS:
 NORTH: 25 FEET
 WEST: 10 FEET
 EAST: 25 FEET
 SOUTH: 25 FEET
- PER FEMA FIRM PANEL NO. 12069C0170E, DATED DEC. 18, 2012, THE SUBJECT PROPERTY IS DESIGNATED ZONE 'X'. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AND AE, AREAS WITH THE BASE FLOOD ELEVATION DETERMINED (ELEV. 109.1)
- THE ON SITE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET FRUITLAND PARK AND SURMWD REQUIREMENTS.
- FIRE PROTECTION WILL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FRUITLAND PARK CODE AND REGULATIONS.
- ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF FRUITLAND PARK. FRUITLAND PARK DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
- PROJECT SIGNAGE WILL COMPLY WITH THE FRUITLAND PARK LAND DEVELOPMENT CODE.
- LANDSCAPE BUFFERS SHALL MEET THE REQUIREMENTS OF FRUITLAND PARK LDC.
- ANY WETLAND BUFFER AND/OR WETLAND IMPACT MITIGATION REQUIRED WILL BE PROVIDED PER SURMWD AND FRUITLAND PARK REQUIREMENTS.
- DEVELOPMENT INFRASTRUCTURE TO BE COMPLETED IN ONE PHASE, BUILDING CO'S WILL BE SEQUENCED.

PARKING CALCULATIONS:

21	-	1 BDRM. UNITS:	● 1.5 SPACES / UNIT =	32 SPACES
63	-	2 BDRM. UNITS:	● 2 SPACES / UNIT =	126 SPACES
44	-	3+ BDRM. UNITS:	● 2 SPACES / UNIT =	88 SPACES
128	-	VISITOR PARKING:	● 0.25 SPACES/UNIT =	32 SPACES
TOTAL PARKING REQUIRED:				278 SPACES
PROVIDED PARKING SPACES:				
		REGULAR	10'x20' SPACES:	254 SPACES
		GARAGE	10'x20' SPACES:	20 SPACES
		HANDICAP	12'x20' SPACES:	8 SPACES
TOTAL PARKING PROVIDED:				282 SPACES
BIKE PARKING SPACES REQUIRED: 10% OF TOTAL PARKING SPACES				
282 SPACES X 10% = 28 BIKE PARKING SPACES REQUIRED				
4 BIKE RACKS WITH 7 BIKE CAPACITY EACH = 28 BIKE PARKING SPACES PROVIDED				

COMMON OPEN SPACE

OPEN SPACE REQUIRED:		
25% OF NET BUILDABLE AREA		
35.99 AC x 25% = 8.99 ACRES REQUIRED		
OPEN SPACE PROVIDED:		
TRACT A (SURFACE WATER RETENTION AREA SUBTRACTED)	6.23 AC.	
TRACT B (SURFACE WATER RETENTION AREA SUBTRACTED)	5.21 AC.	
TRACT C (SURFACE WATER RETENTION AREA SUBTRACTED)	1.91 AC.	
TRACT D	7.07 AC.	
OPEN SPACE TOTAL	20.42 AC.	

IMPERVIOUS AREA:

PROPOSED PAVEMENT & SIDEWALKS:	4.60 AC (12.78%)
PROPOSED BUILDINGS:	3.21 AC (8.92%)
TOTAL IMPERVIOUS AREA:	7.81 AC (21.70%)
TOTAL PERVIOUS AREA (INCLUDING POND):	28.19 AC (78.30%)
TOTAL AREA:	35.99 AC (100%)

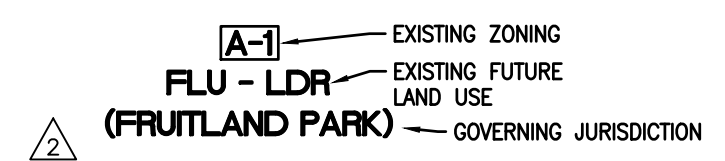
GROSS BUILDING SQUARE FOOTAGE:

BUILDING #1: 5,079 SF	BUILDING #16: 6,265 SF
BUILDING #2: 6,265 SF	BUILDING #17: 3,174 SF
BUILDING #3: 6,265 SF	BUILDING #18: 3,174 SF
BUILDING #4: 3,174 SF	BUILDING #19: 6,265 SF
BUILDING #5: 5,079 SF	BUILDING #20: 6,265 SF
BUILDING #6: 6,265 SF	BUILDING #21: 6,265 SF
BUILDING #7: 6,345 SF	BUILDING #22: 6,265 SF
BUILDING #8: 6,345 SF	BUILDING #23: 6,265 SF
BUILDING #9: 5,079 SF	BUILDING #24: 3,174 SF
BUILDING #10: 5,079 SF	BUILDING #25: 3,867 SF
BUILDING #11: 3,867 SF	BUILDING #26: 3,174 SF
BUILDING #12: 6,265 SF	BUILDING #27: 5,079 SF
BUILDING #13: 5,079 SF	BUILDING #28: 5,079 SF
BUILDING #14: 6,345 SF	BUILDING #29: 5,079 SF
BUILDING #15: 5,079 SF	BUILDING #30: 6,265 SF

LIVING AREA PER UNIT TYPE:

VILLA A:	647 SF
VILLA B:	961 SF
VILLA C:	1,114 SF
CARRIAGE:	786 SF

LEGEND

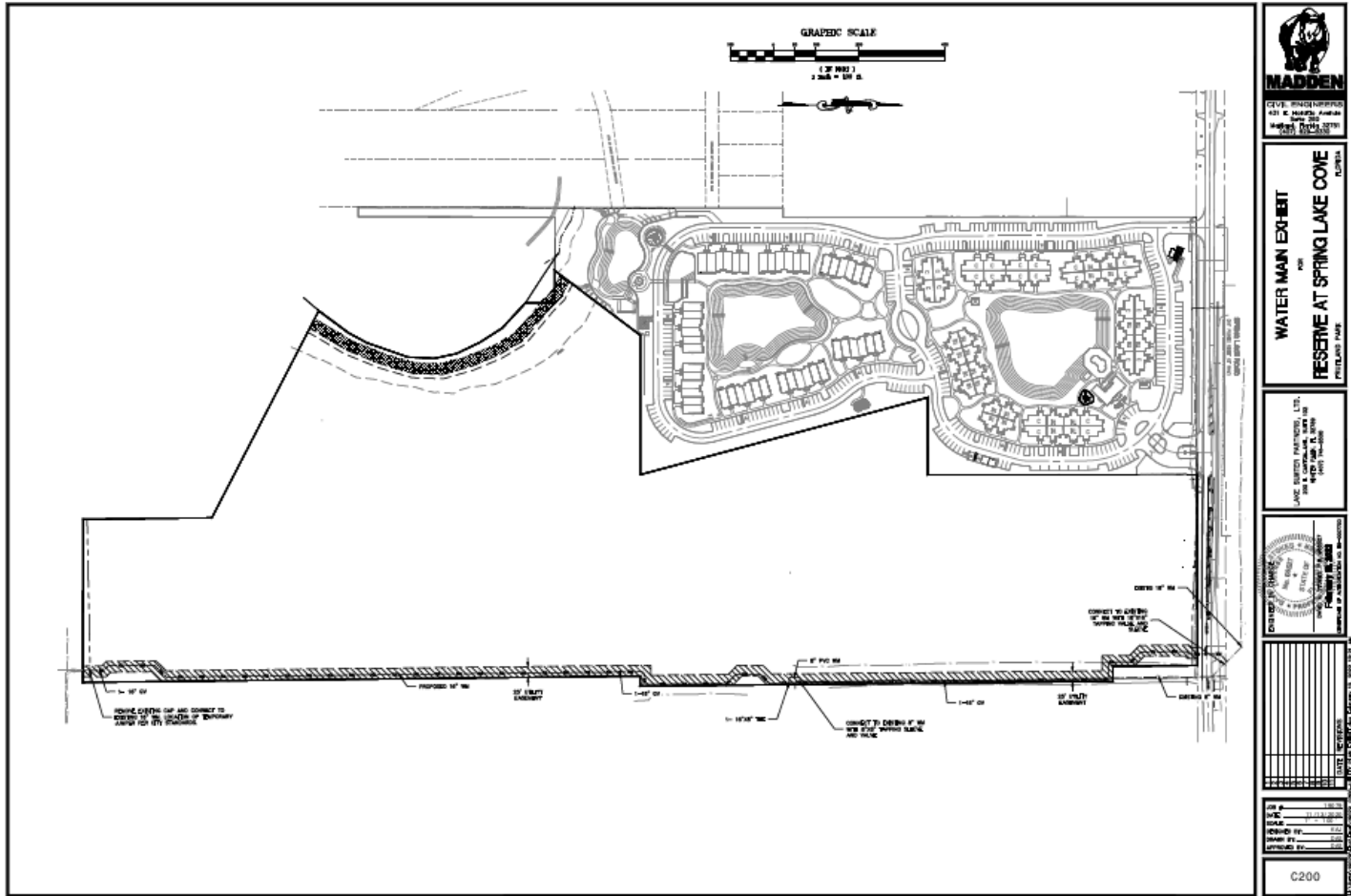


SOILS LEGEND

SOIL NUMBER	SOIL NAME	HYDROLOGIC GROUP
8	CANDLER SAND, 0 TO 5 PERCENT SLOPE	A
9	CANDLER SAND, 5 TO 12 PERCENT SLOPE	A
45	TAVARES SAND	A
99	WATER	A

SOILS DATA FROM SOILS.USDA.GOV SURVEY FOR LAKE CO. DATED SEPTEMBER 17, 2019

Exhibit "C"
New City Water Line



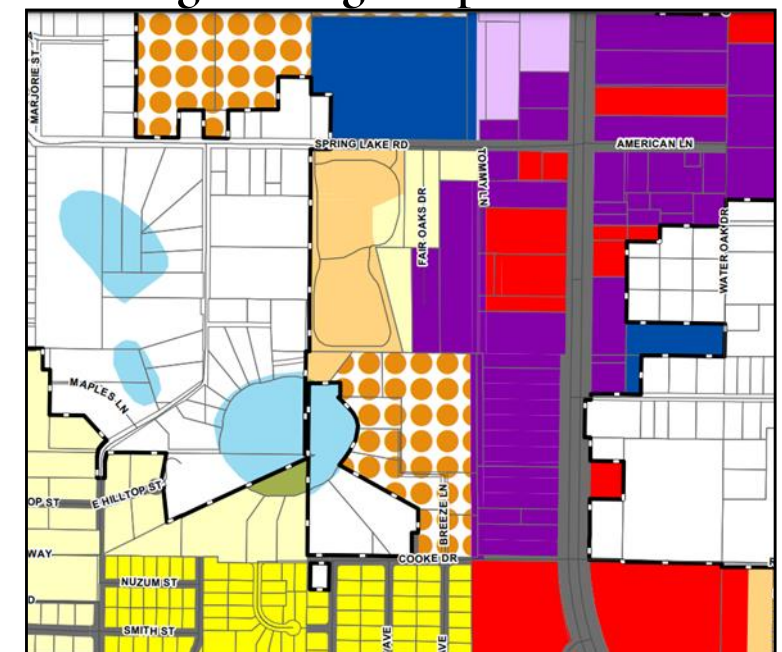
Reserve at Spring Lake Cove PUD



PUD Details:

- 1) Site has lakefront ownership along a portion of Zephyr Lake.
- 2) Spring Lake Road and Cooke Drive abut the project on the north and south side, respectively.
- 3) Proposed land use is single family residential
- 4) Gross densities are 2.7 DU/AC
- 5) Project proposes 95 units
- 6) No commercial is proposed.
- 7) Adjacent zoning is Industrial, PUD, R-1, R-2 and unincorporated properties.
- 8) Maximum building height shall be 35 feet.
- 9) No phasing is proposed.
- 10) Applicant proposes City water service, fire protection, sewage disposal and will provide privately maintained stormwater management
- 11) Percentage of Open Space shall be greater than 25%.
- 12) Typical ROW width shall be 50' or larger for two way streets.

Existing Zoning Snapshot:



Reserve at Spring Lake Cove Conceptual Plan

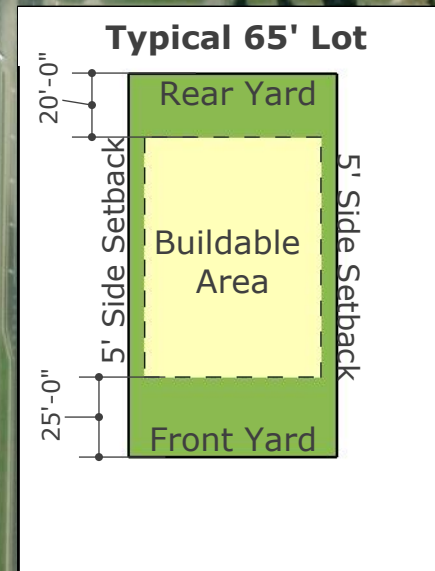
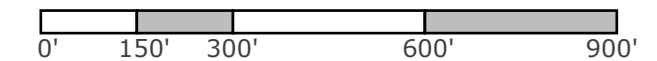


Legend

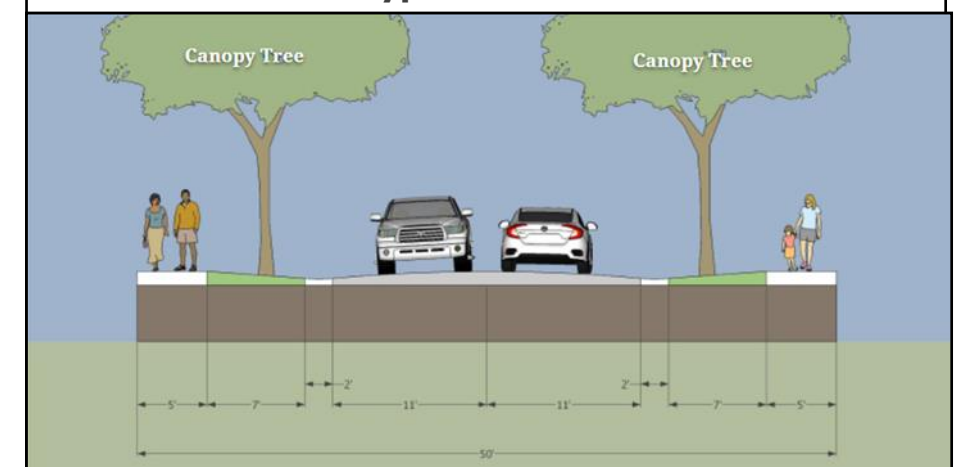
- 65' x 120' Single Family Homes - 95
- Wetlands - 0.2 Acres
- Wetland Buffer - 0.8 Acres
- Stormwater - 6.1 Acres
- Upland Open Space - 6.25 Acres
- Combined Open Space - 12.35 Acres
(35% - Includes Buffers & Stormwater)

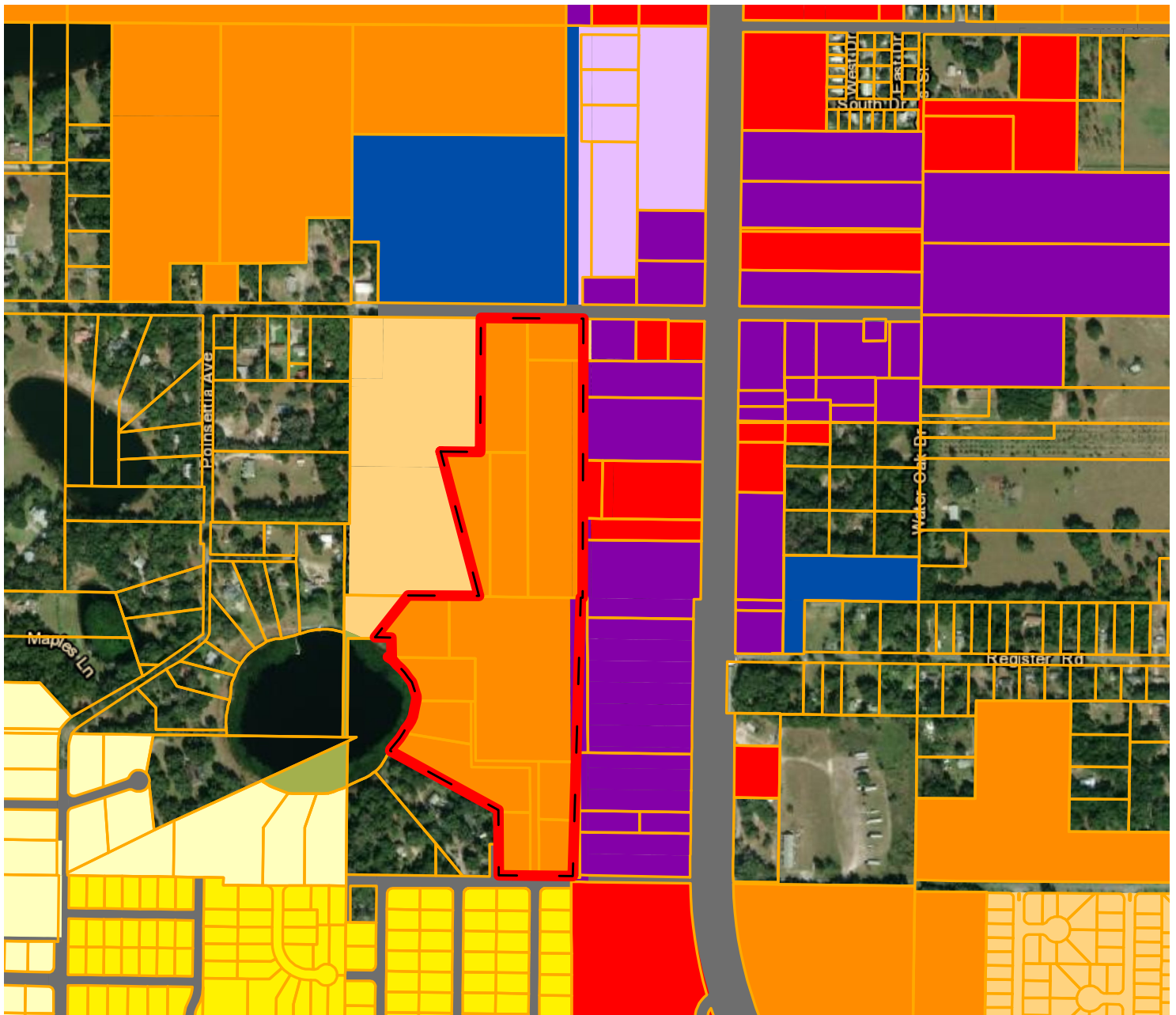
ACREAGE & DENSITY

Gross Acreage: ± 35.9 Acres
 Net Acreage: ± 35.7 Acres
 Proposed Density: 2.66 Du/Ac
 Proposed Units: 95



Typical 50' ROW





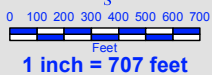
Legend

- Subject Property
- Parcels

FP Zoning

- R-2, Residential Single Family Home - Low Density
- R-4, Residential Single Family Home - Medium Density
- R-8, Medium Density Residential
- R-15, Multi-Family Residential - High Density
- R-10, High Density Residential/Neighborhood Commercial
- RP, Residential Professional

- C-1, Neighborhood Commercial
- C-2, General Commercial
- IND, Industrial
- PUD, Planned Unit Development
- CPUD, Commercial Planned Unit Development District
- IND-PUD, Industrial PUD
- MPUD, Mixed Use PUD
- PFD, Public Facilities District
- GB, Green Belt District
- ROW, Right-of-Way



**City of Fruitland Park
Reserve at Spring Lake Cove**
Lake County, Florida
Proposed Zoning

Project No.: 398-20-09
File Name: Prop Zoning.mxd
Project Name: Reserve at Spring Lake Cove
Project Manager: Sherie L.
Creation Date: December 14th, 2020
Created By: C.Manno



ORDINANCE 2022-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 35.99 + ACRES OF PROPERTY FROM SINGLE FAMILY LOW DENSITY RESIDENTIAL (R-1), MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R-3), AND PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK FOR RESIDENTIAL USE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

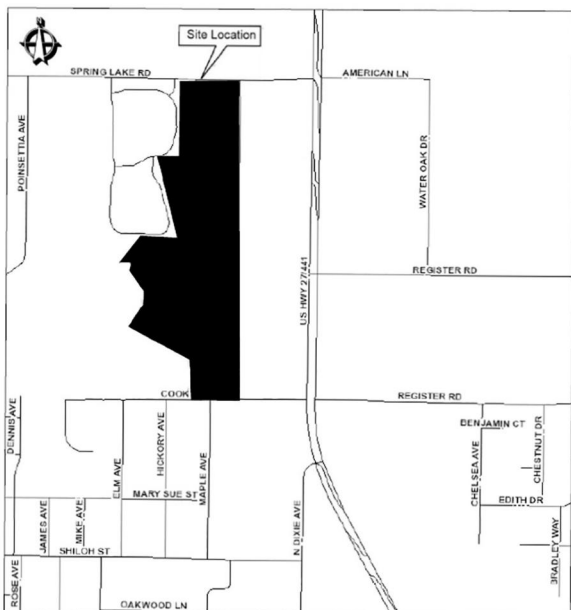
The proposed Ordinances will be considered at the following public meetings (or a date to be set by City Commission):

Fruitland Park City Commission Meeting, 2nd Hearing on August 25, 2022 at 6:00 p.m.

All meetings will be held at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida. The proposed Ordinance 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).

LOCATION MAP



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

REZONING AND SITE PLAN

Owner: Paul Missigman, Manager, Reserve at Spring Lake Cove, LLC,
Reserve at Spring Lake Cove II, LLC

General Location: West of US 27/441, north of Cooke Drive and south of Spring
Lake Road

Number of Acres: 35.99 ± acres

Existing Zoning: R-1, R-3 and PUD

Existing Land Use: Multiple-Family High Density (MFHD) (15 units/acre) and
Single-Family Low Density (2 units/acre)

Proposed Zoning: Residential PUD

Date: July 21, 2022

Description of Project

The subject site consists of 35.99 +/- acres and a portion of the site borders Zephyr Lake. The subject site's existing future land use is Multi-Family High Density (maximum of 15 units/acre). The applicant is seeking a rezoning to Residential PUD for a 128 unit apartment complex. The proposed gross density is 3.2 units/acre. The apartment layout consists of 30 buildings some of which are 2-story with units ranging from 2 units to 7 units per building. It should be noted that the subject site is an extension of the existing Spring Lake Cove Apartments located to the east. The recreation amenities provided include a dog park, trails, 20' x 20' pavilion with 4 picnic tables and 2 grills, and lake overlook sitting area with 2 grills. It is the applicant's intent to also utilize the recreational amenities at Spring Lake Cove apartments which includes playground equipment. In addition, the applicant is seeking Preliminary Plan approval for the rezoning process. The applicant is also requesting a variable buffer width adjacent to the cul de sac located within the southwestern property boundary from 25' to 10' and to allow a 10' buffer adjacent to a small portion of the stormwater pond.

The applicant is also requesting that they have an option of constructing 95 single family homes with accessory garage apartments on 65' x 120' lots (Option B concept plan).

	Surrounding Zoning	Surrounding Land Use
North	PFD and CP (County fire station)	Institutional
South	R2	SF Medium Density
East	IND and C2	Industrial & Commercial
West	R3 and Ag	Lake County Urban Medium (7 du/acre)

Assessment

Option A Plan – MF apartment complex – The applicant has addressed all outstanding planning issues.

Option B Plan – SF homes with garage apartments:

In order to avoid a property owner from selling the ADU the development agreement and deed restrictions should require the principal dwelling and the Accessory Dwelling to remain in the same ownership.

Chapter 162 provides parking for homes based on the number of bedrooms with minimum parking standards of two spaces per unit. The proposed development has two units per parcel which in this case equates to 4 spaces. It appears that the applicant is proposing that the parking for the main unit be within the garage and the parking for the ADU be located in the driveway. The City LDRs allow for ADU's as a Special Exception Use (Chapter 155.030(31)(H)) and parking spaces should be designed to permit entry and exit without moving any other motor vehicles.

Common open space and recreational amenities should be provided regardless of which option is utilized.

Recommendation

Option A Plan – Staff recommends approval

Should Option B Plan be approved by the City Commission planning staff recommends that the Developers Agreement address requirements that the principal dwelling and accessory dwelling to remain in the same ownership as outlined above and address parking requirements for both the principal dwelling unit and ADU. In addition, common open space and recreational amenities should be provided.

Rezoning – Staff recommends approval of the Planned Unit Development zoning subject to the above comments.

Site Plan – Staff recommends approval subject to rezoning.

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

ITEM TITLE: **Public Hearing – Resolution 2022-035 Utility of Title - Approximately 35.99 +/- acres south of Spring Lake Road and west of US Hwy 27/441 - Petitioner: The Reserve at Spring Lake Cove, LLC**

MEETING DATE: August 25, 2022

DATE SUBMITTED: August 12, 2022

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

BRIEF NARRATIVE: **Resolution 2022-035** - Applicant is requesting to develop 128 apartment units. These apartment units plan to be an extension of the existing Spring Lake Cove Apartments located to the east. The Planning and Zoning Board recommended approval at its August 18, 2022 meeting.

FUNDS REQUIRED: None

ATTACHMENTS: Proposed Resolution 2022-035 and notice of declaration of unity title, legal description, map, and concept plan, advertising affidavit, and staff report.

RECOMMENDATION: Staff recommends approval.

ACTION: **Adopt Resolution 2022-035**

RESOLUTION 2022-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DECLARATION OF UTILITY OF TITLE UNIFYING AS AN INDIVISIBLE BUILDING SITE, TWELVE PROPERTIES GENERALLY LOCATED SOUTH OF SPRING LAKE ROAD AND WEST OF US HIGHWAY 27/441, FRUITLAND PARK, FLORIDA, OWNED BY THE RESERVE AT SPRING LAKE COVE LLC; PROVIDING FOR A DECLARATION OF UNITY OF TITLE TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Reserve at Spring Lake Cove LLC owns 12 parcels of real property more particularly described below which it desires to unify as one indivisible building site; and

WHEREAS, it is necessary to authorize the Mayor of the City of Fruitland Park to execute the necessary document to effectuate the unity of title.

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

Section 1. Authorization.

The Mayor is authorized to execute the Declaration of Unity of Title attached hereto for the purpose of unifying the real property more particularly described below.

LEGAL DESCRIPTION:

SEE ATTACHED

Section 2. Recording of Notice. The Mayor or designee is directed to record the Declaration of Unity of Title, **a copy of which is attached hereto**, in the public records of Lake County, Florida, and provide a copy to the Lake County Property Appraiser.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this _____ day of _____, 2022.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

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

Approved as to form:

Anita Geraci-Carver, City Attorney

**Record and Return to:
City of Fruitland Park
506 W Berekman St.
Fruitland Park, FL 34731**

NOTICE OF DECLARATION OF UNITY OF TITLE

This Declaration of Unity of Title, made this ____ day of _____, 2022, by T.D. BURKE, having an address of P.O. BOX 816, Fruitland Park, FL 34731-0816, hereinafter referred to as the “Declarant” being the fee owner of the following described real property located in Lake County, Florida:

Alt. Key Numbers: **1287600, 1504341, 1504350, 1287251, 1504333, 1504368, 2669306, 3038550, 3801592, 3823815, 3823816, 3839947**

**LEGAL DESCRIPTION:
SEE ATTACHED**

Hereby makes the following declarations of condition, limitation, and restriction on the Property, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the afore-described plot of, or combination of separate lots, plots, parcels, acreage or portions thereof, shall hereafter be declared to be unified under one title as an indivisible building site. **See attached Sketch of Description.**
2. That the Property shall henceforth be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed or devised separately except in its entirety as one plot or parcel of land.
3. The purpose of unity is to unify as one indivisible building site for construction thereon.

Declarant further agrees that this Declaration of Unity of Title shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the Declarant, its successors and assigns, and all parties claiming under such parties until such time as the same be released in writing by the City of Fruitland Park, a Florida municipality of the

State of Florida. Declarant also agrees this Declaration of Unity of Title shall be recorded in the Public Records of Lake County, Florida.

IN WITNESS WHEREOF, Declarant has executed this instrument in the manner provided by law on the day and year above written. Signed, sealed, and delivered in our presence as witnesses:

WITNESSES

CITY OF FRUITLAND PARK

Signature of Witness #1

Chris Cheshire, Mayor

Print Name of Witness #1

Attest:

Signature of Witness #2

Esther Coulson, City Clerk, MMC

Print Name of Witness #2

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Chris Cheshire, as Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation. He is personally known to me or who produced _____ as identification.

Notary Stamp:

Signature of Notary

The Villages[®] DAILY SUN

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

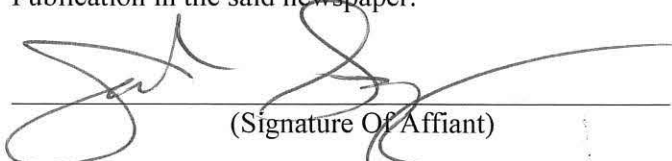
Before the undersigned authority personally appeared **Joseph Szabo**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal #1078679 in the matter of

RESOLUTION 2022-034 & 2022-035

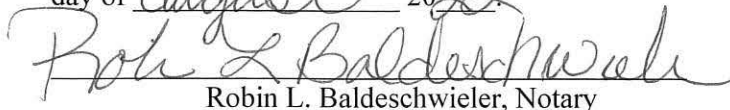
was published in said newspaper in the issues of

AUGUST 10, 2022
AUGUST 12, 2022

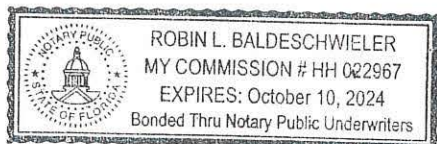
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, 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 15
day of August 2022.


Robin L. Baldeschwiel, Notary

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



RESOLUTION 2022-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 128-UNIT APARTMENT COMPLEX CONSISTING OF APPROXIMATELY 30 BUILDINGS AND RECREATIONAL FACILITIES; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2022-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DECLARATION OF UNITY OF TITLE UNIFYING AS AN INDIVISIBLE BUILDING SITE, TWELVE PROPERTIES GENERALLY LOCATED SOUTH OF SPRING LAKE ROAD AND WEST OF US HIGHWAY 27/441, FRUITLAND PARK, FLORIDA, OWNED BY THE RESERVE AT SPRING LAKE COVE LLC; PROVIDING FOR A DECLARATION OF UNITY OF TITLE TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolutions will be considered at the following public meetings dates or dates otherwise decided by City Commission:

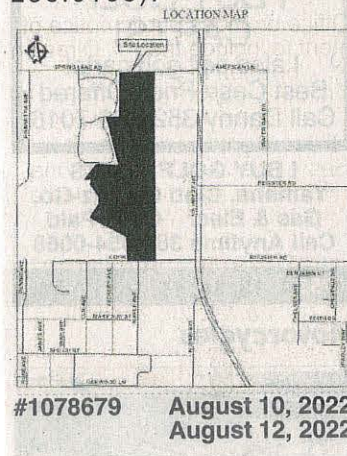
Fruitland Park Planning & Zoning Meeting on August 18, 2022 at 6:00 p.m.

Fruitland Park City Commission Meeting, 1st Hearing on August 25, 2022 at 6:00 p.m.

Fruitland Park City Commission Meeting, 2nd Hearing on September 8, 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).



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

ITEM TITLE: **Public Hearing – Resolution 2022-034 Major Site Plan - Approximately 35.99 +/- acres south of Spring Lake Road and west of US Hwy 27/441 - Petitioner: The Reserve at Spring Lake Cove, LLC**

MEETING DATE: August 25, 2022

DATE SUBMITTED: August 12, 2022

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

BRIEF NARRATIVE: **Resolution 2022-034** - Applicant is requesting to develop 128 apartment units which is an extension of the existing Spring Lake Cove Apartments located to the east. The apartment layout consists of 30 buildings some of which are two-story with units ranging from two to seven units per building. The recreation amenities provided include a dog park, trails, 20 x 20 pavilion with four picnic tables and two grills, and lake overlook sitting area with two grills. The applicant intends to also utilize the recreational amenities of Spring Lake Cove apartments to include playground equipment. The Planning and Zoning Board recommended approval at its August 18, 2022 meeting.

FUNDS REQUIRED: None

ATTACHMENTS: Proposed Resolution 2022-034 with legal description, and engineer comment (map, concept plan, advertising affidavit, and staff report are attached to agenda item summary sheet 6j).

RECOMMENDATION: Staff recommends approval.

ACTION: **Adopt Resolution 2022-034**

RESOLUTION 2022-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 128-UNIT APARTMENT COMPLEX CONSISTING OF APPROXIMATELY 30 BUILDINGS AND RECREATIONAL FACILITIES; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Reserve at Spring Lake Cove LLC through its manager Paul M. Missigman filed an application for Major Site Plan Approval to allow for construction of a 128-unit apartment complex with recreational amenities on real property located adjacent to the existing Spring Lake Cove Apartments and said real property having an address of xxxx Spring Lake Road, Fruitland Park; and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations, subject to conditions;

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

Section 1. Granting of Major Site Plan Approval.

The application filed by The Reserve at Spring Lake Cove LLC (hereafter referred to as "Applicant"), to allow for construction of a 128-unit apartment complex with recreational amenities on real property located at xxxx Spring Lake Cove, Fruitland Park is hereby GRANTED, with conditions, for the following described properties:

Alt. Key Numbers: 1287251, 1287600, 1504333, 1504341, 1504350, 1504368,
2669306, 3038550, 3801592, 3823815, 3823816, 3839947 (The Properties)

LEGAL DESCRIPTION: See attached Exhibit A.

Section 2. Conditions of Approval.

- (1) Prior to the issuance of a building permit, the Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters:
 - (a) Applicant must dedicate and convey by right-of-way deed to Lake County right-of-way for Spring Lake Road. Applicant must

prepare and provide to Lake County the legal description and sketch of description of the right-of-way as determined by Lake County, along with a copy of the Property boundary survey and title report.

- (b) Obtain approval from City of Fruitland Park of unity of title for the Properties.
- (2) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.
- (3) The Site Plan is attached hereto and incorporated herein.
- (4) The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida, once conditions have been met.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this _____ day of _____, 2022.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

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

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTIES

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTIES

Record and Return to:
City of Fruitland Park
506 W. Berckman St
Fruitland Park, FL 34731

NOTICE OF SITE PLAN APPROVAL

TO: The Reserve at Spring Lake Cove, LLC
Paul M. Missigman, Manager
200 East Canton Ave., Suite 102
Winter Park, FL 32789

You are hereby notified that all the conditions of site plan approval as set forth in Resolution 2022-0xx have been met and site plan approval is **GRANTED** for construction of a 128-unit apartment complex with recreational amenities, on the property more particularly described herein which lies wholly within the city limits of the City of Fruitland Park.

LEGAL DESCRIPTION:

A portion of Alt. Key Number: 1287251, 1287600, 1504333, 1504341, 1504350, 1504368, 2669306, 3038550, 3801592, 3823815, 3823816, 3839947 (The Properties)

See attached **Exhibit A** attached hereto. (the “Property”)

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

Gary La Venia, City Manager
City of Fruitland Park

Attest:

Esther B. Coulson, City Clerk
City of Fruitland Park

Approved as to form:

Anita Geraci-Carver, City Attorney
City of Fruitland Park

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

SPRING LAKE PARCEL

FILE NO.: 2021-4503615 ADDRESS: 36033 FAIR OAKS DR.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 15° WEST, 695.40 FEET; THENCE NORTH 89°58'20" EAST 230.19 FEET; THENCE SOUTH 00°34'30" EAST, 671.96 FEET; TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89°53'00" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 56.95 FEET TO THE POINT OF BEGINNING.

AND

TOGETHER WITH A 50-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S. 89°53,00" E. ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE N. 15°00'00" W., 695.40 FEET; THENCE N. 89°58'20" E., 180.19 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N.00°01'00" E., 626.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, THENCE N. 89°58'20" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, A DISTANCE OF 50.00 FEET; THENCE S 00°01'00" W., 626.97 FEET; THENCE S. 89°58'20" W., 50.00 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH

A 20 FOOT WIDE PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR UTILITIES LYING OVER, UPON AND THROUGH THE FOLLOWING PARCEL OF LAND: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S. 89°53'00" E. ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE N. 15°00'00" W., 695.39 FEET; THENCE N.89°58'20" E., 180.19 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N. 00°01'00"E., 626.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, THENCE N.89°58'20" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, A DISTANCE OF 20.00 FEET; THENCE S. 00°01'00" W., 626.97 FEET; THENCE S. 89°58'20" W., 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

THAT PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF

THE SE 1/4 OF SAID SECTION 33, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF THE SE 1/4 A DISTANCE OF 656.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 00°34'30" WEST 671.96 FEET; THENCE NORTH 89°58'20" EAST 177.21 FEET; THENCE SOUTH 00°34'30" EAST 672.40 FEET TO A POINT ON THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 33; THENCE NORTH 89°53'00" WEST ALONG THE SOUTH LINE OF THE SE 1/4 A DISTANCE OF 177.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 50-FOOT WIDE PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

EASEMENT "A": FROM THE SOUTHWEST CORNER OF THE SE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE NORTH 15°00'00" WEST 695.39 FEET; THENCE NORTH 89°58'20" EAST 180.19 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 00°01'00" EAST 626.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD; THENCE NORTH 89°58'20" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°01'00" WEST 626.97 FEET; THENCE SOUTH 89°58'20" WEST 50.00 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH

A 20 FOOT WIDE PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR UTILITIES LYING OVER, UPON AND THROUGH THE FOLLOWING PARCEL OF LAND: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN S. 89°53'00" E. ALONG THE SOUTH LINE OF THE SOUTHEAST 1 /4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE N. 15°00'00" W., 695.39 FEET; THENCE N.89°58'20" E., 180.19 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N. 00°01'00" E., 626.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, THENCE N.89°58'20" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD, A DISTANCE OF 20.00 FEET; THENCE S. 00°00'00" W., 626.97 FEET; THENCE S. 89°58'20" W., 20.00 FEET TO THE POINT OF BEGINNING.

FILE NO.: 791648 ADDRESS: 36221 FAIR OAKS DRIVE

PARCEL:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, RUN S. 89°53'00" E. ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 600.00 FEET; THENCE NORTH 15°00'00" W., 695.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE NORTH 15°00'00" W. 76.47 FEET; THENCE NORTH 00°01'00" E., 179.60 FEET; THENCE NORTH 65°23'48" E. 220.00 FEET; THENCE NORTH 00°01'00" EAST 315.00 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 89°58'20" E. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 220.39 FEET; THENCE SOUTH 00°34'30" EAST 660.00 FEET; THENCE SOUTH 89°58'20" WEST, 407.40 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION DEEDED TO GROSVENOR GROUP, INC. AND RECORDED IN O.R. BOOK 2766 PAGE 1073, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

FILE NO.: 791797 ADDRESS: TOMMY LANE

PARCEL 1:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 600.0 FEET; THENCE NORTH 15°00'00" WEST, 771.86 FEET; THENCE NORTH 00°01'00" EAST, 179.60 FEET; THENCE NORTH 65°23'48" EAST, 220.0 FEET; THENCE NORTH 00°01'00" EAST, 315.0 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 89°58'20" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4, 220.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, CONTINUE NORTH 89°58'20" EAST, 223.72 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD; THENCE RUN SOUTH 00°34'30" EAST, ALONG THE SAID WEST RIGHT OF WAY LINE, 228.72 FEET; THENCE SOUTH 89°58'20" WEST, 223.73 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH 00°34'30" EAST OF THE POINT OF BEGINNING; THENCE NORTH 00°34'30" WEST, 228.72 FEET TO THE POINT OF BEGINNING.

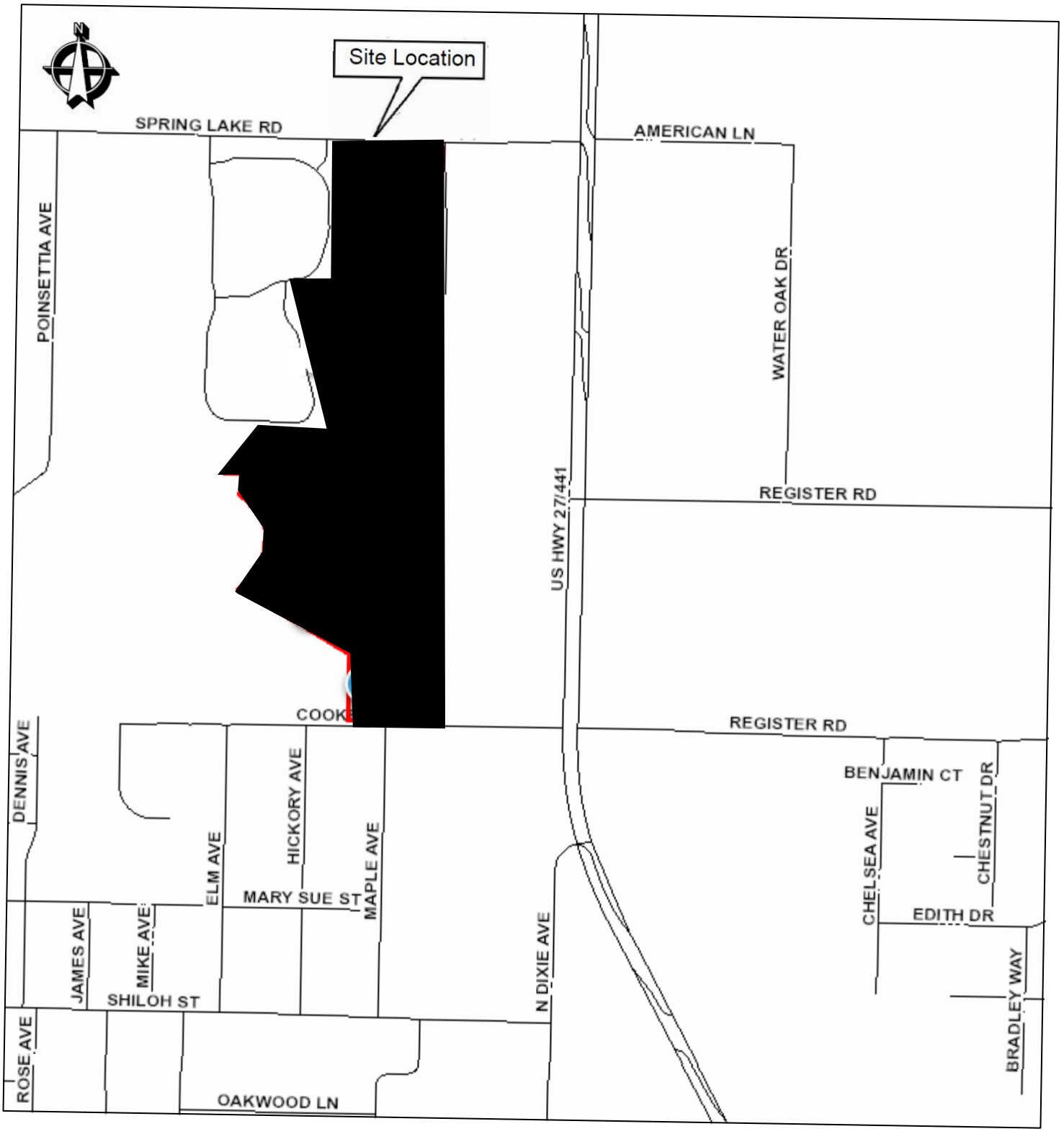
PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, RUN SOUTH 89°53'00" EAST, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 834.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM THE SAID POINT OF BEGINNING, RUN NORTH 00°34'30" WEST, 1103.68 FEET; THENCE RUN NORTH 89°58'20" EAST, 223.73 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD, (NOW ABANDONED); THENCE SOUTH 00°34'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 1,104.21 FEET TO A POINT ON THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 89°53'00" WEST, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 223.72 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

RAILROAD PARCEL:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 600.00 FEET; THENCE NORTH 15°00'00" WEST, 695.40 FEET; THENCE NORTH 89°58'20" EAST, 407.39 FEET; THENCE NORTH 00°34'30" WEST, PARALLEL WITH THE WESTERLY RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, 431.28 FEET; THENCE NORTH 89°58'20" EAST, 223.73 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD AND THE POINT OF BEGINNING; THENCE RUN NORTH 89°58'20" EAST, A DISTANCE OF 35 FEET, MORE OR LESS, TO THE EAST LINE OF THE SAID SEABOARD COAST LINE RAILROAD; THENCE RUN SOUTH 00°34'30" EAST ALONG THE SAID EAST LINE OF THE SEABOARD COAST LINE RAILROAD RIGHT OF WAY, A DISTANCE OF 1,104.21 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE RUN NORTH 89°53'00" WEST ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 35 FEET, MORE OR LESS, TO THE WEST LINE OF THE SAID SEABOARD COAST LINE RAILROAD RIGHT OF WAY; THENCE RUN NORTH ALONG THE WESTERLY LINE OF THE SAID SEABOARD COAST LINE RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

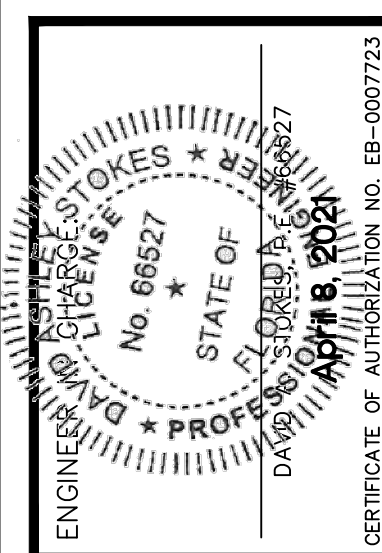
EXHIBIT "B" LOCATION MAP





OVERALL SITE PLAN
FOR
RESERVE AT SPRING LAKE COVE
FRUITLAND PARK, FLORIDA

LAKE SUMNER PARTNERS, LTD.
200 E. CANTONAL AVE. SUITE 102
WINTER PARK, FL 32789
(407) 741-8600

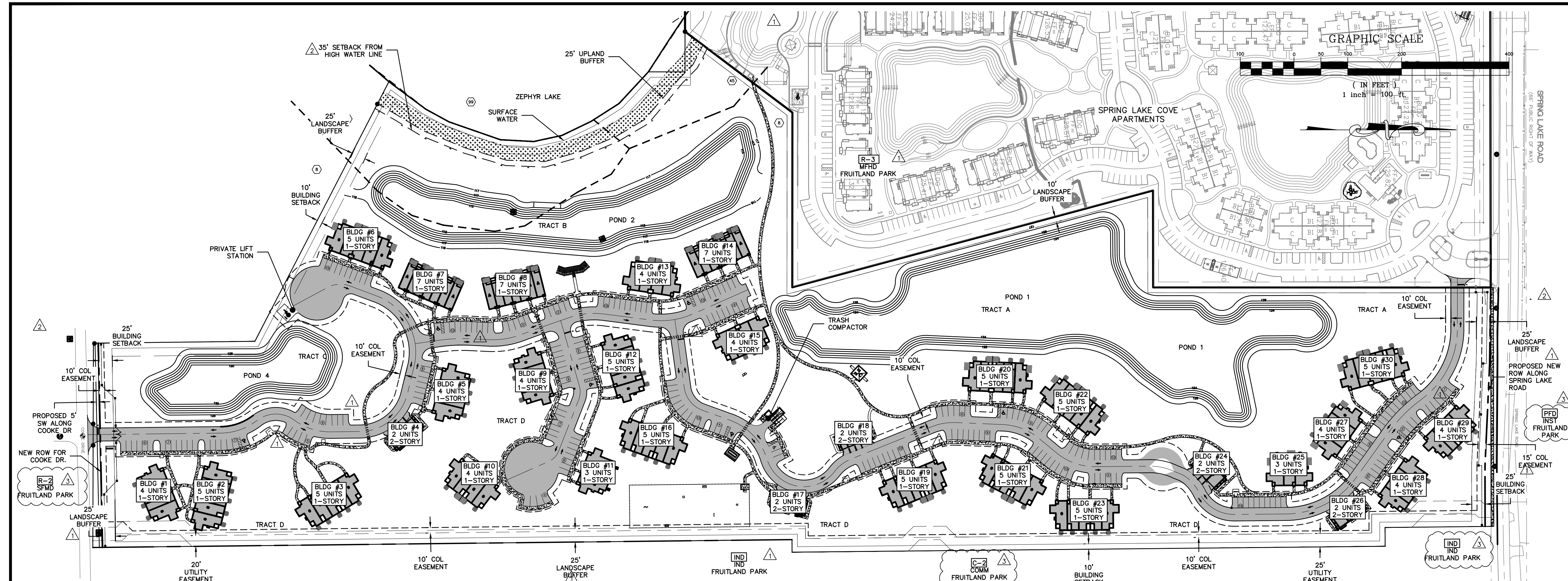


NO.	DATE	REVISIONS
1	01/29/21	REVISED PER CITY PLANS
2	03/03/21	REVISED PER CITY COMMENTS
3	04/08/21	REVISED PER CITY COMMENTS
4	04/10/21	REVISED PER CITY COMMENTS
5	04/10/21	REVISED PER CITY COMMENTS
6	04/10/21	REVISED PER CITY COMMENTS
7	04/10/21	REVISED PER CITY COMMENTS
8	04/10/21	REVISED PER CITY COMMENTS
9	04/10/21	REVISED PER CITY COMMENTS
10	04/10/21	REVISED PER CITY COMMENTS
11	04/10/21	REVISED PER CITY COMMENTS

JOB # 19079
DATE: 11/13/2020
SCALE: 1" = 100'
DESIGNED BY: KAL
DRAWN BY: DAS
APPROVED BY: DAS

C006

H:\Data\19079\Eng\Final\19079_C006-OVERALL SITE PLAN.dwg April 8, 2021 12:32 PM



SITE DATA:

- GROSS PROJECT AREA: ±35.99 ACRES / ±1,567,658 S.F.
- PARCEL ID: 04-19-24-0001-000-01100, 04-19-24-2175-00A-00400, 04-19-24-2175-00A-00500, 04-19-24-2175-00A-01500, 33-18-24-0004-000-09400, 33-18-24-0004-000-09500, 33-18-24-0004-000-09600, 04-18-24-2175-00A-00900, 04-19-24-0001-000-01000, 04-19-24-2175-00A-00300, 33-18-24-0004-000-08300, 33-18-24-0004-000-04702
- EXISTING ZONING: R-1, R-3, PUD
- EXISTING FUTURE LAND USE: MULTI-FAMILY HIGH DENSITY (MFHD)
- PROPOSED MULTI-FAMILY UNITS: 128 UNITS
- MAXIMUM RESIDENTIAL DENSITY: 15 DU/AC
PROPOSED RESIDENTIAL DENSITY: 3.2 DU/AC
- MAXIMUM BUILDING HEIGHT: 35'
- BUILDING SETBACKS:
NORTH: 25 FEET
WEST: 10 FEET
EAST: 25 FEET
SOUTH: 25 FEET
- PER FEMA FIRM PANEL NO. 12069C0170E, DATED DEC. 18, 2012, THE SUBJECT PROPERTY IS DESIGNATED ZONE 'X'. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AND AE, AREAS WITH THE BASE FLOOD ELEVATION DETERMINED (ELEV. 109.1)
- THE ON SITE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET FRUITLAND PARK AND SURMWD REQUIREMENTS.
- FIRE PROTECTION WILL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FRUITLAND PARK CODE AND REGULATIONS.
- ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF FRUITLAND PARK. FRUITLAND PARK DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
- PROJECT SIGNAGE WILL COMPLY WITH THE FRUITLAND PARK LAND DEVELOPMENT CODE.
- LANDSCAPE BUFFERS SHALL MEET THE REQUIREMENTS OF FRUITLAND PARK LDC.
- ANY WETLAND BUFFER AND/OR WETLAND IMPACT MITIGATION REQUIRED WILL BE PROVIDED PER SURMWD AND FRUITLAND PARK REQUIREMENTS.
- DEVELOPMENT INFRASTRUCTURE TO BE COMPLETED IN ONE PHASE, BUILDING CO'S WILL BE SEQUENCED.

LIVING AREA PER UNIT TYPE:

VILLA A:	647 SF
VILLA B:	961 SF
VILLA C:	1,114 SF
CARRIAGE:	786 SF

PARKING CALCULATIONS:

21 - 1 BDRM. UNITS:	● 1.5 SPACES / UNIT =	32 SPACES
63 - 2 BDRM. UNITS:	● 2 SPACES / UNIT =	126 SPACES
44 - 3+ BDRM. UNITS:	● 2 SPACES / UNIT =	88 SPACES
128- VISITOR PARKING:	● 0.25 SPACES/UNIT =	32 SPACES
TOTAL PARKING REQUIRED:		278 SPACES
PROVIDED PARKING SPACES:		
REGULAR 10'x20' SPACES:	254 SPACES	
GARAGE 10'x20' SPACES:	20 SPACES	
HANDICAP 12'x20' SPACES:	8 SPACES	
TOTAL PARKING PROVIDED:		282 SPACES

BIKE PARKING SPACES REQUIRED: 10% OF TOTAL PARKING SPACES
282 SPACES X 10% = 28 BIKE PARKING SPACES REQUIRED
4 BIKE RACKS WITH 7 BIKE CAPACITY EACH = 28 BIKE PARKING SPACES PROVIDED

COMMON OPEN SPACE

OPEN SPACE REQUIRED:	
25% OF NET BUILDABLE AREA	
35.99 AC x 25% = 8.99 ACRES REQUIRED	
OPEN SPACE PROVIDED:	
TRACT A (SURFACE WATER RETENTION AREA SUBTRACTED)	6.23 AC.
TRACT B (SURFACE WATER RETENTION AREA SUBTRACTED)	5.21 AC.
TRACT C (SURFACE WATER RETENTION AREA SUBTRACTED)	1.91 AC.
TRACT D	7.07 AC.
OPEN SPACE TOTAL	20.42 AC.

IMPERVIOUS AREA:

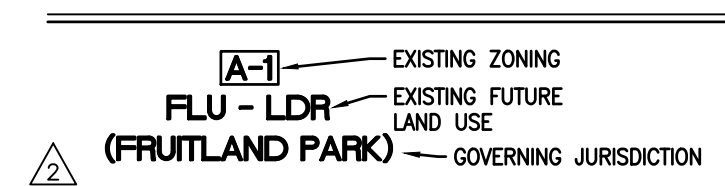
PROPOSED PAVEMENT & SIDEWALKS:	4.60 AC (12.78%)
PROPOSED BUILDINGS:	3.21 AC (8.92%)
TOTAL IMPERVIOUS AREA:	7.81 AC (21.70%)
TOTAL PERVIOUS AREA (INCLUDING POND):	28.19 AC (78.30%)
TOTAL AREA:	35.99 AC (100%)

GROSS BUILDING SQUARE FOOTAGE:

BUILDING #1:	5,079 SF	BUILDING #16:	6,265 SF
BUILDING #2:	6,265 SF	BUILDING #17:	3,174 SF
BUILDING #3:	6,265 SF	BUILDING #18:	3,174 SF
BUILDING #4:	3,174 SF	BUILDING #19:	6,265 SF
BUILDING #5:	5,079 SF	BUILDING #20:	6,265 SF
BUILDING #6:	6,265 SF	BUILDING #21:	6,265 SF
BUILDING #7:	6,345 SF	BUILDING #22:	6,265 SF
BUILDING #8:	6,345 SF	BUILDING #23:	6,265 SF
BUILDING #9:	5,079 SF	BUILDING #24:	3,174 SF
BUILDING #10:	5,079 SF	BUILDING #25:	3,867 SF
BUILDING #11:	3,867 SF	BUILDING #26:	3,174 SF
BUILDING #12:	6,265 SF	BUILDING #27:	5,079 SF
BUILDING #13:	5,079 SF	BUILDING #28:	5,079 SF
BUILDING #14:	6,345 SF	BUILDING #29:	5,079 SF
BUILDING #15:	5,079 SF	BUILDING #30:	6,265 SF

PER CHAPTER 164, SECTION 164.030(c), THE PROPOSED CUL-DE-SAC LOCATED ALONG THE SOUTHWESTERN BOUNDARY ENCRAGES INTO THE 25' BUFFER WHICH IS NOT ALLOWED. A VARIANCE BUFFER WIDTH OF 10' ADJACENT TO THE CUL-DE-SAC IS REQUESTED. PER CHAPTER 164, SECTION 164.030(c), STORMWATER POND FACILITIES ARE NOT ALLOWED WITHIN THE BUFFER. A VARIANCE BUFFER WIDTH OF 10' ADJACENT TO THE POND IS REQUESTED.

LEGEND



SOILS LEGEND		
SOIL NUMBER	SOIL NAME	HYDROLOGIC GROUP
8	CANDLER SAND, 0 TO 5 PERCENT SLOPE	A
9	CANDLER SAND, 5 TO 12 PERCENT SLOPE	A
45	TAVARES SAND	A
99	WATER	A

SOILS DATA FROM SOILS.USDA.GOV SURVEY FOR LAKE CO. DATED SEPTEMBER 17, 2019



VIA EMAIL swilliams@fruitlandpark.org

July 11, 2022

Sharon Williams
Assistant to the Director
Community Development Department
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

**RE: THE RESERVE AT SPRING LAKE COVE (HALFF AVO 043866.062)
MAJOR SITE PLAN**

Dear Ms. Williams:

Per your email request dated July 11, 2022, I have reviewed the St. Johns River Water Management District Permit for the subject project. Previous review of the subject parcel has one outstanding stormwater review comment. As the City land development regulations have changed to adopt the St. Johns River Water Management District criteria for stormwater, the furnishing of the SJRWMD permit satisfies the last remaining comment. Based upon my review, I do not have any further comments. Should you have any questions, please feel free to contact our office.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to be "BT", is written over the printed name.

Brett J. Tobias, P.E.
Team Leader
btobias@half.com

BJT:am

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

REZONING AND SITE PLAN

Owner: Paul Missigman, Manager, Reserve at Spring Lake Cove, LLC, Reserve at Spring Lake Cove II, LLC

General Location: West of US 27/441, north of Cooke Drive and south of Spring Lake Road

Number of Acres: 35.99 ± acres

Existing Zoning: R-1, R-3 and PUD

Existing Land Use: Multiple-Family High Density (MFHD) (15 units/acre) and Single-Family Low Density (2 units/acre)

Proposed Zoning: Residential PUD

Date: July 21, 2022

Description of Project

The subject site consists of 35.99 +/- acres and a portion of the site borders Zephyr Lake. The subject site's existing future land use is Multi-Family High Density (maximum of 15 units/acre). The applicant is seeking a rezoning to Residential PUD for a 128 unit apartment complex. The proposed gross density is 3.2 units/acre. The apartment layout consists of 30 buildings some of which are 2-story with units ranging from 2 units to 7 units per building. It should be noted that the subject site is an extension of the existing Spring Lake Cove Apartments located to the east. The recreation amenities provided include a dog park, trails, 20' x 20' pavilion with 4 picnic tables and 2 grills, and lake overlook sitting area with 2 grills. It is the applicant's intent to also utilize the recreational amenities at Spring Lake Cove apartments which includes playground equipment. In addition, the applicant is seeking Preliminary Plan approval for the rezoning process. The applicant is also requesting a variable buffer width adjacent to the cul de sac located within the southwestern property boundary from 25' to 10' and to allow a 10' buffer adjacent to a small portion of the stormwater pond.

The applicant is also requesting that they have an option of constructing 95 single family homes with accessory garage apartments on 65' x 120' lots (Option B concept plan).

	Surrounding Zoning	Surrounding Land Use
North	PFD and CP (County fire station)	Institutional
South	R2	SF Medium Density
East	IND and C2	Industrial & Commercial
West	R3 and Ag	Lake County Urban Medium (7 du/acre)

Assessment

Option A Plan – MF apartment complex – The applicant has addressed all outstanding planning issues.

Option B Plan – SF homes with garage apartments:

In order to avoid a property owner from selling the ADU the development agreement and deed restrictions should require the principal dwelling and the Accessory Dwelling to remain in the same ownership.

Chapter 162 provides parking for homes based on the number of bedrooms with minimum parking standards of two spaces per unit. The proposed development has two units per parcel which in this case equates to 4 spaces. It appears that the applicant is proposing that the parking for the main unit be within the garage and the parking for the ADU be located in the driveway. The City LDRs allow for ADU's as a Special Exception Use (Chapter 155.030(31)(H)) and parking spaces should be designed to permit entry and exit without moving any other motor vehicles.

Common open space and recreational amenities should be provided regardless of which option is utilized.

Recommendation

Option A Plan – Staff recommends approval

Should Option B Plan be approved by the City Commission planning staff recommends that the Developers Agreement address requirements that the principal dwelling and accessory dwelling to remain in the same ownership as outlined above and address parking requirements for both the principal dwelling unit and ADU. In addition, common open space and recreational amenities should be provided.

Rezoning – Staff recommends approval of the Planned Unit Development zoning subject to the above comments.

Site Plan – Staff recommends approval subject to rezoning.

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

ITEM TITLE: CITY MANAGER'S REPORT

MEETING DATE: Thursday, August 25, 2022

DATE SUBMITTED: Tuesday, August 16, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: City Manager's Report

Economic Development Status Update

FUNDS REQUIRED: None

ATTACHMENTS:

RECOMMENDATION:

ACTION: None

CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET

Item Number: 7b

ITEM TITLE: City Attorney Report
MEETING DATE: Thursday, August 25, 2022
DATE SUBMITTED: Thursday, August 18, 2022
SUBMITTED BY: City Attorney
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. The insurance company is communicating directly with the Department of Management Services.

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 was held via Zoom on July 18, 2022. The City Manager and I participated along with attorney Glenn Thomas. The mediation is being held open until August 31, 2022.

U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley): The property owner’s lender is foreclosing on the property for non-payment of approximately \$33,204.15. The property is located at 412 Sunny Court, Fruitland Park. The City has a code enforcement lien on the property. As of June 17, 2022 the fines have accrued to \$23,350.00 and outstanding costs of \$117.04. Attorney Mark K. McCulloch, Roper & Roper, P.A. has been appointed by the City’s insurance company to defend the City. The City’s Answer to the Complaint was filed June 22, 2022. On June 23, 2022 Judge Baxley entered a Differentiated Civil Case Management Order as to Streamlined case types. The Order requires a non-jury trial to occur no later than 12 months from filing the original Complaint, if not sooner resolved. The trial must be held by May 10, 2023. On July 29, 2022 the Plaintiff’s Motion for Leave to Amend Complaint was granted by the Court.

Code of Ordinances Codification: June 14, 2022 – Received 20-page list of resolutions and links to same for review. Completed review of resolutions and provided recommendations to the City. No updates as of the writing of this report.

FUNDS REQUIRED: None
ATTACHMENTS: None
RECOMMENDATION:
ACTION: None

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 9**

ITEM TITLE: Public Comments

MEETING DATE: Thursday, July 14, 2022

DATE SUBMITTED: Friday, July 1, 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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