

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

July 27, 2023

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 Fred Miller, Mount Pleasant AME Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. COMMUNITY REDEVELOPMENT AGENCY

On or before 6:15 p.m. recess to the community redevelopment agency.

4. CONSENT AGENDA

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

Approval of Minutes (city clerk)

July 13, 2023, regular meeting.

5. REGULAR AGENDA

(a) Resolution 2023-039 – A1A Document (Construction Management Services “At Risk” New Public Safety Complex Contract RFQ 2023-01) - Scorpio (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AIA DOCUMENT A133-2019 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR WHERE BASIS OF PAYMENT IS THE COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the July 13, 2023 meeting.)

(b) Resolution 2023-040 Proposed Millage FY 2023-24 (city attorney/city manager/city treasurer)

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 2023-2024 AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2023-2024 PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Non CRA Road Paving Quote – FY 2022-23** (city manager/public works director)
Motion to consider staff's recommendation to approve the renewal contract with Paquette Company for non-CRA road paving.
- (d) **CRA Road Paving Quote - FY 2022-23** (city manager/public works director)
Motion to consider the recommendation to approve the renewal contract with Paquette Company for CRA road paving.

PUBLIC HEARING

- (e) **Public Hearing - Resolution 2023-041 Utility Easements Termination – Mirror Lake Village Phase II - Replat Tract F** (city attorney/city manager/community development)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE TERMINATION OF EASEMENT RELATING TO UTILITY EASEMENTS NO LONGER NEEDED WITHIN MIRROR LAKE VILLAGE PHASE II, A REPLAT OF TRACT F, MIRROR LAKE VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE TERMINATION OF EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
- (f) **Public Hearing - Resolution 2023-042 Mirror Lake Village Phase II Final Plat Approval - Petitioner: Park Square Enterprises LLC** (city attorney/city manager/community development)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING FINAL PLAT APPROVAL OF MIRROR LAKE VILLAGE PHASE II GENERALLY LOCATED EAST OF OLIVE AVENUE, SOUTHEAST OF MIRROR LAKE AND LEMON AVENUE, NORTH OF MIRROR LAKE VILLAGE PHASE I AND EAST OF S. DIXIE AVENUE, FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

(g) First Reading and Public Hearing – Ordinance 2023-011 Am. 1 SRF and Grant Agreements (city attorney/city manager)

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, APPROVING STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT WW350821 AND GRANT AGREEMENT SG350822 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF FRUITLAND PARK, FLORIDA TO RESCHEDULE LOAN REPAYMENT ACTIVITIES TO ALLOW THE CITY ADDITIONAL TIME TO COMPLETE CONSTRUCTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (The second reading will be held on August 24, 2023.)

(h) Second Reading and Public Hearing - Ordinance 2023-008 Boundary Amendment (Annexation) - 19.10+ Acres Multi-Family Medium – South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY MULTI-FAMILY MEDIUM DENSITY OF 19.10 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; 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 first reading was held on July 13, 2023.)

(i) Second Reading and Public Hearing Ordinance 2023-009 SSCPA – 19.10+ Acres Multi-Family Medium – South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING

FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY MULTI-FAMILY MEDIUM DENSITY OF 19.10 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; 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 first reading was held on July 13, 2023.)

QUASI-JUDICIAL PUBLIC HEARING

- (j) **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2023-010 Rezoning - South of Urick Street and West of Thomas Avenue** **Petitioner: Kimaya, LLC** (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 19.10± ACRES OF LAND GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on July 13, 2023.)

- (k) **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2023-006** **Petitioner: Lake Sumter Commercial LLC** (city attorney/city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 6.54± ACRES OF PROPERTY LOCATED ON CR 466A, FRUITLAND PARK, FLORIDA FROM CITY OF FRUITLAND PARK R-3 ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on July 13, 2023.)

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

- 6. (a) City Manager**
 - i. Economic Development Status Update**
 - ii. Commercial Developments Permits Issued Status Update**
- (b) City Attorney**
 - i. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845**
 - ii. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
 - iii. Code of Ordinances – Codification**
 - iv. LDR Codification**
 - v. Kaitlin Delong vs. City of Fruitland Park, Lake County Case No. 2022-CA-00463**

7. UNFINISHED BUSINESS

8. PUBLIC COMMENTS

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

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

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

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner Bell

(c) Commissioner Gunter

(d) Vice Mayor DeGrave

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

- July 29, 2023, 7-Eleven Opening – US Highway 27/441, Fruitland Park, Florida 34731 at 10:00 a.m.;
- July 29, 2023, Mom and Daughter Tea Party, Community Center, 205 West Berckman Street, Fruitland Park, Florida 34731 at 11:00 a.m.
- July 31, 2023, City Commission Workshop (FY 2023-24 Proposed Budget) at 6:00 p.m.;
- August 1, 2023, City Commission Workshop (FY 2023-24 Proposed Budget) at 6:00 p.m.;
- August 10, 2023, City Commission Regular CANCELLED;
- August 14, 2023, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails, Conference Room, 2401 Woodlea Road, Tavares, Florida, 32778 at 3:30 p.m.;
- August 18, 2023, LCLC, *Washington Update*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 noon, and
- August 24, 2023, City Commission Regular at 6:00 p.m.

For more city events information access the calendar on the website:
<https://www.fruitlandpark.org/>

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 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
I t e m N u m b e r : 3

ITEM TITLE:	Community Redevelopment Agency (CRA) Meeting
MEETING DATE:	Thursday, July 27, 2023
DATE SUBMITTED:	Tuesday, July 18, 2023
SUBMITTED BY:	City Clerk
BRIEF NARRATIVE:	CRA Chapter 163, Florida Statutes.
FUNDS BUDGETED:	No
ATTACHMENT	
RECOMMENDATION:	As soon as practical, recess to the Community Redevelopment Agency meeting.
ACTION:	None

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

ITEM TITLE: Draft Meeting Minutes

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Monday, July 17, 2023

SUBMITTED BY: City Clerk

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.

Approval of Minutes (city clerk)
July 13, 2023 regular meeting minutes

FUNDS BUDGETED: None

ATTACHMENTS: Draft minutes

RECOMMENDATION: Approve the minutes, if there are no corrections, as submitted.

ACTION: Approval

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
July 13, 2023**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, July 13, 2023, at 6:00 p.m.

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

Member Absent: Commissioner John Mobilian

Also Present: Gary La Venia City Manager; City Attorney Anita Geraci-Carver; City Treasurer Gary Bachmann; Captain Henry Rains and Sergeant David Cox, Police Department; Public Works Director Robb Dicus; Human Resources Director Betty McHale; Michael “Mike” Rankin, Interim Community Development Director, LPG Urban & Regional Planners Inc. (consultant retained by the city); Mses. Sharon Williams, Administrative Manager; Kelli Fielder, Permit and Zoning Technician, and Carrie Pruitt, Permit Technician, Community Development Department; Lieutenant/Paramedic Bradley Shelley and Firefighter/Emergency Medical Technician Bryce Benton, Lake County Fire Rescue, and City Clerk Esther B. Coulson.

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

After Mayor Cheshire called the meeting to order and Reverend Allen T. Tillman, New Salem Missionary Baptist Church, gave the invocation, Captain Rains led in the pledge of allegiance to the flag.

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

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present and Commissioner Mobilian’s absence was acknowledged.

Mayor Cheshire recognized the following changes to this evening’s agenda:

5.(a) Resolution 2023-039 – A1A Document – Scorpio

Postpone to July 27, 2023 for more information at staff’s request.

5.(g) First Reading and Public Hearing – Ordinance 2023-006

Addendum – Miller at Cut-off Presentation

**5.(h) Ordinance 2023-007 Conditional Use Permit - Petitioner: Ralph W. Thiele
2021 Revocable Trust**

Applicant’s request to move item up on the agenda and with addendum – elevation and renderings.

ACTION: 6:01:43 p.m. **By unanimous consent, the city commission excused the absence of Commissioner John Mobilian and accepted, upon Mayor Cheshire's suggestion, the above changes to this evening's agenda.**

3. LOCAL PLANNING AGENCY

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

ACTION 6:02:37 p.m. **By unanimous consent, the city commission recessed its meeting at 6:02 p.m. to the local planning agency and reconvened at 6:21 p.m.**

4. CONSENT AGENDA

By unanimous consent, the city commission considered its action to approve the following consent agenda items:

(a) Approval of Minutes

June 22, 2023, regular meeting.

(b) Resolution 2023-038 City Treasurer Appointment

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING GARY BACHMANN AS CITY TREASURER; PROVIDING FOR THE TERM; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:20:43 p.m. **On motion of Vice Mayor DeGrave, seconded by Commissioner Gunter and unanimously carried, the city commission approved the consent agenda as previously cited.**

5. REGULAR AGENDA

(a) Resolution 2023-039 – A1A Document (Construction Management Services “At Risk” New Public Safety Complex Contract RFQ 2023-01) - Scorpio

The city commissioner considered its action to adopt proposed Resolution 2023-039, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AIA DOCUMENT A133-2019 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT CONSTRUCTOR WHERE BASIS OF PAYMENT IS THE COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:21:02 p.m. **On motion of Commissioner Gunter, seconded by Vice Mayor DeGrave and unanimously carried, the city commission postponed its action to adopt Resolution 2023-039, as previously cited, to the July 27, 2023 meeting at staff's request for more information.**

(b) Resolution 2023-037 Police Vehicle FY 2022-23 Budget Amendment BT2023-008

Ms. Geraci-Carver read into the record proposed Resolution 2023-037, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2022/2023 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE EXPENDITURES IN EQUIPMENT - VEHICLES ACCOUNT FOR THE POLICE DEPARTMENT AND DECREASE EXPENDITURES IN FUEL, UNIFORMS, TUITION REIMBURSEMENT, AND NONREPAIRABLE EQUIPMENT ACCOUNTS TO ALLOW FOR THE PURCHASE AND EQUIPPING OF A POLICE VEHICLE FOR USE AS A K-9 POLICE VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:21:30 p.m. After further discussion, **a motion was made by and seconded by that the city commission adopt Resolution 2023-037 as previously cited.**

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

(c) Police K-9 Patrol Vehicle Purchase Quotes

The city commission considered its action to approve the bids from Duval Chevrolet \$40,799 and Bozard Ford for \$43,836 with the attached breakdown of expenditures.

ACTION: 6:21:30 p.m. and 6:26:40 p.m. **On motion of Commissioner Gunter, seconded by Commissioner Bell and unanimously carried, the city commission approved staff's recommendation to select the Duval Chevrolet as the lowest most responsive and responsible bidder to purchase the police K-9 patrol vehicle Chevrolet Tahoe for \$40,799 with the related expenditures.**

PUBLIC HEARING

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

(d) First Reading and Public Hearing - Ordinance 2023-008 Boundary Amendment (Annexation) - 19.10± Acres Multi-Family Medium – South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC

It now being the time advertised to hold a public hearing, after Ms. Geraci-Carver read into the record proposed Ordinance 2023-008, 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 SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY MULTI-FAMILY MEDIUM DENSITY OF 19.10 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; 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 July 27, 2023.)

ACTION: 6:27:15 p.m. **A motion was made by Vice Mayor DeGrave and seconded by Commissioner Bell that the city commission approve Ordinance 2023-008 as previously cited.**

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

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

(e) First Reading and Public Hearing Ordinance 2023-009 SSCPA – 19.10± Acres Multi-Family Medium – South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC

It now being the time advertised to hold a public hearing, after Ms. Geraci-Carver read into the record proposed Ordinance 2023-009, 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 SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY MULTI-FAMILY MEDIUM DENSITY OF 19.10 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; 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 July 27, 2023.)

ACTION: 6:28:55 p.m. A motion was made by Vice Mayor DeGrave and seconded by Commissioner Bell that the city commission approve the Local Planning Agency's recommendations of approval to approve Ordinance 2023-009, as previously cited, with the amendment that the developer commit to a future land use designation of 8.8 maximum density (not to exceed 170 units per acre) acceptable by the applicant.

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

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

By unanimous consent, the city commission took the following items out of order on this evening's agenda.

QUASI-JUDICIAL PUBLIC HEARING

(h) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2023-007 Conditional Use Permit - Petitioner: Ralph W. Thiele 2021 Revocable Trust

It now being the time advertised to hold a public hearing, after Ms. Geraci-Carver read into the record Ordinance 2023-007, 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, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A 24,000 SQUARE FOOT PRIVATE GARAGE LOCATED IN THE C-2 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF FRUITLAND PARK, FLORIDA; OWNED BY THE RALPH W. THIELE 2021 REVOCABLE TRUST DATED DECEMBER 16, 2021, AND LOCATED AT 35421 MICRO RACETRACK ROAD, FRUITLAND PARK, LAKE COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on June 22, 2023.)

After "Chris" Christopher Thompson, on behalf of the owner, was sworn in by Ms. Geraci-Carver to give testimony on the subject item; he introduced family

members in attendance at this evening's meeting and distributed documents on additional illustrative rendering and the garage front elevation which related to the city commission's concerns addressed at the June 22, 2023 meeting. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

In expressing satisfaction with the subject project, Mr. Thompson agreed in the affirmative to Vice Mayor DeGrave's inquiry that the garage front elevations and the 150 flat lined wall would be submitted during the site plan process.

ACTION: 6:27:15 p.m. A motion was made by Commissioner Gunter and seconded by Commissioner Bell that the city commission enact Ordinance 2023-007 as previously cited to become effective immediately as provided by law.

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

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

(f) First Reading and Quasi-Judicial Public Hearing - Ordinance 2023-010 Rezoning - South of Urick Street and West of Thomas Avenue Petitioner: Kimaya, LLC

It now being the time advertised to hold a public hearing, after Ms. Geraci-Carver read into the record proposed Ordinance 2023-010, 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, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 19.10± ACRES OF LAND GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on July 27, 2023.)

Ms. Geraci-Carver recognized the subject issue to be contingent upon the developer entering into the master development agreement (MDA); pointed out discussions

held earlier this evening during the LPA meeting on the petitioner's request and recognized, contingent to the applicant's acceptance, the:

- Combination of town homes, duplexes and single-family dwellings to be included in the conceptual site plan and removal of the title referencing *Fruitland Park Apartments and Town Homes* from the Annexation and Comprehensive Plan that were distributed for the record;
- future land use designation of 8.8 maximum density not to exceed 170 units per acre;
- provision that apartments are not permitted (under Section 2, Land Use Development) as well as three-story buildings, and
- deletion of the language under Section 3, Elevations and Architectural Features, Exhibit C, *Roofs shall be tile*;

(The respective documents were filed with the supplemental papers to the minutes of this meeting.)

ACTION: 6:37:54 p.m. A motion was made by Vice Mayor DeGrave and seconded by Commissioner Gunter that the city commission approve aforementioned Ordinance 2023-010 with the conditions previously cited by the city attorney.

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

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

(g) First Reading and Public Hearing – Ordinance 2023-006 Petitioner: Lake Sumter Commercial LLC

It now being the time advertised to hold a public hearing, after Ms. Geraci-Carver read into the record proposed Ordinance 2023-006, 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, REZONING APPROXIMATELY 6.54± ACRES OF PROPERTY LOCATED ON CR 466A, FRUITLAND PARK, FLORIDA FROM CITY OF FRUITLAND PARK R-3 ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN

EFFECTIVE DATE. (The second reading will be held on July 27, 2023.)

Messrs. Alex Stringfellow, Stringfellow Planning & Design and Marc Gauthier, Atlantic Housing Partners, representing the applicant, were sworn in by Ms. Geraci-Carver to give testimonies and gave a power-point presentation on the Miller@Cutoff proposed project, a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 6:40:51 p.m. Following much discussion, **a motion was made by Commissioner Gunter and seconded by Vice Mayor DeGrave that the city commission approve Ordinance 2023-006 as previously cited and accepted the applicant's request that the master developer's agreement include that 50 percent of homes with accessory units must be three-car garages.**

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

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

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

6. (a) City Manager

i. Economic Development Status Update

Mr. La Venia had nothing to report on economic development at this time.

ACTION: 7:06:19 p.m. No action was taken.

ii. Commercial Developments Permits Issued Status Update

Mr. La Venia had nothing to report on the commercial developments' permits issued at this time.

ACTION: 7:06:19 p.m. No action was taken.

iii. Road Paving

At Mr. La Venia's request, Mr. Dicus addressed the need to implement and identify roadway paving projects within the Community Redevelopment Agency (CRA) and non-CRA roads currently in the FY 2022-23 budget to be considered at the next meeting.

Mr. Dicus agreed with Vice Mayor DeGrave's suggestion to find out more information from The Villages Marketplace Walmart on the vendor or product used for its asphalt parking lot and acknowledged the roadways identified in The Villages of Fruitland Park (Pine Ridge) that need attention.

ACTION: 7:06:19 p.m. No action was taken.

iv. Sidewalk Improvements

With respect to the sidewalks, particularly on Berckman Street, Mr. La Venia relayed the plan for Mr. Dicus to review sidewalk improvements for the proposed FY 2023-24 CRA budget.

ACTION: 7:17:57 p.m. No action was taken.

(b) City Attorney

i. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845

Ms. Geraci-Carver reported on the U.S. Bank National Association v. Robert Moore Lake County Case No. 2022-CA-00845 and referred to the attorney's filing of the motion to collect up to \$43,000 which represents the lien on the Moore property. She explained that a family has intervened to apply for the excess proceeds; therefore, they will wait for the outcome in that regard.

ACTION: 7:19:01 p.m. No action was taken.

ii. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628

Ms. Geraci-Carver had nothing to report on the Wayne Goodridge and Tammy Goodridge Lake County Case No. 2022-CA-1628.

ACTION: 7:19:01 p.m. No action was taken.

iii. Code of Ordinances – Codification

Ms. Geraci-Carver had nothing to report on the city code.

ACTION: 7:19:01 p.m. No action was taken.

iv. LDR Codification

Ms. Geraci-Carver had nothing to report on the LDR codification.

ACTION: 7:19:01 p.m. No action was taken.

v. Kaitlin Delong vs. City of Fruitland Park, Lake County Case No. 2022-CA-00463

Ms. Geraci-Carver had nothing to report on the Kaitlin Delong Lake County Case No. 2022-CA-00463 at this time.

ACTION: 7:19:01 p.m. No action was taken.

vi. 2023 State Legislative Session Updates

Ms. Geraci-Carver identified the following new 2023 State Legislative Session laws that recently went into effect:

- Senate Bill 152, Public Records – public records exemption for information pertaining to a safe-school officer at a private school;
- CS/CS/SB 1604, Land Use and Development Regulations - revising the comprehensive plan to include at least two planning periods covering at least the first 10-year five-year period after the plan’s adoption and one covering at least a 20-year 10-year period which needs to be reviewed when it is time for the city’s year;
- Regulation of Single-Family Residential Design Elements (in 2022) – prohibiting local governments from regulating building design elements for single family homes and two-family homes with specified exceptions which apply to planned unit developments prior to July 2023;
- CS/CS/SB 258 Prohibited Applications on Government-Issued Devices - cellular telephone, desktop computer, laptop computer, computer tablet, or other electronic device capable of connecting prohibited applications from the internet owned or leased by a public employer and issued to an employee or officer for work-related purposes, and
- SB 1718, Immigration – for a public agency to require in any contract that a contractor or subcontractor register with and use the E-Verify System; thus, the reason for the postponement of agenda item 5.(a), Resolution 2023-039 (A1A Document (Construction Management Services “At Risk” New Public Safety Complex Contract RFQ 2023-01) – Scorpio) earlier at this evening’s meeting.

ACTION: 7:19:31 p.m. No action was taken.

7. UNFINISHED BUSINESS

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

ACTION: 7:22:43 p.m. No action was taken.

8. PUBLIC COMMENTS

ACTION: 7:22:45 p.m. No action was taken.

9. COMMISSIONERS’ COMMENTS

(a) Commissioner Mobilian

Commissioner Mobilian was absent from this evening’s meeting.

ACTION: 7:23:04 p.m. No action was taken.

(b) Commissioner Bell

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

ACTION: 7:23:04 p.m. No action was taken.

(c) Commissioner Gunter – FY 2023-24 Proposed Budget

After Mr. La Venia responded to Commissioner Gunter's inquiry on earmarking in the FY 2023-24 budget funds towards a splash park, he suggested that staff pursue grant funding towards same.

ACTION: 7:23:08 p.m. No action was taken.

(d) Vice Mayor DeGrave

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

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

10. MAYOR'S COMMENTS

(a) Ordinance 2023-007 Conditional Use Permit - Petitioner: Ralph W. Thiele 2021 Revocable Trust (Item 5.(h))

Mayor Cheshire referred to the city commission's action earlier on this evening's agenda, Item 5.(h), regarding the enactment of Conditional Use Permit (for a private garage) Ordinance 2023-007; the petitioner's initial proposition in that regard and for stringent provisions in the LDR for architectural design within the zoning designations to which Mr. Rankin indicated that staff is currently working on same.

ACTION: 7:23:30 p.m. No action was taken.

(b) Dates to Remember

Mayor Cheshire recognized the following events:

- July 14, 2023, Lake County League of Cities, *Lake County Sheriff's Update*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 noon;
- July 27, 2023, City Commission Regular at 6:00 p.m.;
- July 29, 2023 7-Eleven Opening – US Highway 27/441, Fruitland Park, Florida 34731 at 10:00 a.m.;
- July 29, 2023, Mom and Daughter Tea Party, Community Center, 205 West Berckman Street, Fruitland Park, Florida 34731 at 11:00 a.m.;
- July 31, 2023, City Commission Workshop (FY 2023-24 Proposed Budget) at 6:00 p.m.;

July 13, 2023, regular meeting

- August 1, 2023, City Commission Workshop (FY 2023-24 Proposed Budget) at 6:00 p.m. and
- August 10, 2023, City Commission Regular CANCELLED.

ACTION: 7:33:20 p.m. No action was taken.

10. ADJOURNMENT

The meeting adjourned at 7:34 p.m.

The minutes were approved at the July 27, 2023, regular meeting.

Signed

Esther B. Coulson, City Clerk, MMC

Signed

Chris Cheshire, Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
I t e m N u m b e r : 5 a

ITEM TITLE:	Resolution 2023-039 – A1A Document Standard Form of Agreement - Scorpio
MEETING DATE:	Thursday, July 27, 2023
DATE SUBMITTED:	Thursday, July 6, 2023
SUBMITTED BY:	City Attorney/City Manager
BRIEF NARRATIVE:	Resolution 2023-039 Approving an A1A Document Standard Form of Agreement (Construction Management Services “At Risk” New Public Safety Complex Contract RFQ 2023-01) with Scorpio. (Postponed from the July 13, 2023 regular meeting.)
FUNDS BUDGETED:	None
ATTACHMENTS:	Proposed Resolution 2023-039 and agreement (forthcoming)
RECOMMENDATION:	Approval
ACTION:	Adopt Resolution 2023-039

RESOLUTION 2023-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AIA DOCUMENT A133-2019 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT CONSTRUCTOR WHERE BASIS OF PAYMENT IS THE COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission issued a request for qualifications seeking a construction manager at risk to provide services for the new public safety building, and selected DE Scorpio Corporation dba Scorpio;

WHEREAS, the City Commission desires to enter into a contract with DE Scorpio Corporation dba Scorpio for the public safety building; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to enter into a contract with selected DE Scorpio Corporation dba Scorpio as approved by this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price for the public safety building, **a copy of which is attached hereto**, is approved.

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

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

PASSED AND RESOLVED this 27th day of July 2023, by the City Commission of the City of Fruitland Park, Florida.

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 DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(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
I t e m N u m b e r : 5 b

ITEM TITLE: Resolution 2023-040 Proposed Millage FY 2023-24

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Friday, July 21, 2023

SUBMITTED BY: City Attorney/City Treasurer

BRIEF NARRATIVE: Resolution 2023-040 Proposed Millage FY 2023-024

The City of Fruitland Park Commission is required by law to establish the proposed operating millage in accordance with the Truth-In-Millage (TRIM) requirements set forth in Chapter 200 of the Florida Statutes. Once the proposed rate is established, the commission cannot exceed that rate unless, each taxpayer is mailed a revised TRIM notice at the expense of the city. By utilizing the same millage as last four years at 3.9134, the city will generate an additional \$271,855 over the roll-back rate of 3.5803 which is a 9.3% increase over the roll-back rate. Below is a recap of voting requirements related to millage rate and the revenue it would generate:

	Millage Rate	95% Revenue	Required Votes	Increase Last Year	Increase over Proposed Rate
Proposed rate	3.9134	3,801,929	3	276,273	0
Roll-back rate	3.5803	3,478,317	3	194,287	81,986
Majority Maximum	3.8138	3,801,929	3	517,899	241,626
2/3 Maximum	4.1952	4,075,702	4	69,135	<207,138>

FUNDS BUDGETED:

ATTACHMENTS: Proposed resolution 2023-040

RECOMMENDATION: Approval

ACTION: Adopt Resolution 2023-040

RESOLUTION 2023-040

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 2023-2024 AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2023-2024 PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice, a public hearing will be held at the City of Fruitland Park, Lake County, Florida, on September 14, 2023 at 6:00 p.m., at which time the general public will be given an opportunity to comment and ask questions pertaining to the tentative budget and millage rate; and

WHEREAS, pursuant to section 200.065, Florida Statutes, after proper notice a second public hearing will be held at the City of Fruitland Park on September 28, 2023 at 6:00 p.m. at which time the general public will be given an opportunity to comment and ask questions pertaining to the proposed final budget and millage rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the county property appraiser to the City of Fruitland Park as \$.

WHEREAS, the City of Fruitland Park is prepared to set a proposed millage rate of 3.9134 mills; and

WHEREAS, the FY2023-2024 operating proposed millage rate of 3.9134 mills is a 9.3% increase to the current year rolled-back rate of 3.5803.

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

1. The City Commission of the City of Fruitland Park, Florida does hereby ratify and set the proposed not to exceed ad valorem millage rate for the City of Fruitland Park, Lake County, Florida, for the fiscal year 2023-2024 at 3.9134 mills, which is greater than the rolled back of 3.5803 mills by 9.3%.
2. The tentative millage and budget hearings will be held on September 14, 2023 at 6:00 p.m. in the Commission Chambers at City Hall located at 506 W. Berckman Street, Fruitland Park. Florida.
3. The final millage and budget hearings will be held on September 28, 2023 at 6:00 p.m. in the Commission Chambers at City Hall located at 506 W. Berckman Street, Fruitland Park. Florida.
4. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 27th day of July, 2023, at 6:00 p.m., or as soon thereafter,
by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor
City of Fruitland Park

Attest:

Esther B. Coulson, MMC, City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: **Non-CRA Road Paving FY 2022-23**

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Tuesday, July 18, 2023

SUBMITTED BY: City Manager/Public Works Director

BRIEF NARRATIVE: **Non-CRA Road Paving FY 2022-023** Yearly paving of non-CRA roads that drop below a PASER rating of 5 on the city's street repair maintenance schedule.

FUNDS REQUIRED: \$124,086.25.00 from 01541-60631

ATTACHMENTS: Paquette Company's quote for non-CRA roads; ongoing executed renewal contract #19-0921 between Lake County and Paquette Company, and City of Fruitland Park's Repair and Maintenance Schedule

RECOMMENDATION: Approval

ACTION: **Approval.**

City of Fruitland Park
Street Repair Maintenance Master Schedule
(Old City)

Date:
August 24, 2022

<u>Street</u>	<u>CRA/Non-CRA</u>	<u>Last Repaving</u>	<u>Planned Repaving Date</u>	<u>PASER Rating</u>	<u>Condition Notes</u>	<u>Length of Road</u>	<u>2022 Cost</u>
ACORN CR	CRA	2020		8		244Ft .05M	\$5,612.00
ARECA ST	CRA	2017		6		529Ft .10M	\$12,167.00
AMERICAN LN	Non-CRA			7	Depression in road needs fixed	887Ft .17M	\$20,401.00
ATLANTIC AVE	CRA	2008		7		2911Ft .55M	\$66,953.00
BEAM ST	CRA	2010		8		305Ft .06M	\$7,015.00
BELL CREEK LOOP	Non-CRA	2018		8		1845Ft .35M	\$42,435.00
BENJAMIN CT	CRA	2007		6		180Ft .03M	\$4,140.00
E BERCKMAN ST	CRA		2023	4		1017Ft .19M	\$23,391.00
W BERCKMAN ST	CRA	2015		7		2933Ft .56M	\$67,459.00
BERRYHILL CR	Non-CRA	2017		8		2794Ft .53M	\$64,262.00
BERTOLDI DR	CRA	2014		8		274Ft .05M	\$6,302.00
E BIDWELL ST	CRA			8		835Ft .16M	\$19,205.00
W BIDWELL ST	CRA	2014		8		1211Ft .23M	\$27,853.00
BLUE MOON LN	CRA			6		501Ft .09M	\$11,523.00
BOTTOMLEY LN	CRA			7		556Ft .10M	\$12,788.00
BRADLEY WAY	CRA	2007		7		748Ft .14M	\$17,204.00
BROOKSTONE LN	CRA	2002		7	Needs patch on last cul de sac	1761Ft .33M	\$40,503.00

City of Fruitland Park
Street Repair Maintenance Master Schedule
(Old City)

Date:
August 24, 2022

BROWN CT	CRA			7		403Ft .08M	\$9,269.00
E CATAWBA	CRA			8		1023Ft .19M	\$23,529.00
W CATAWBA	CRA	2021		9	Millings redone on gravel portion 2022	1503Ft .29M	\$34,569.00
CENTURY AVE	CRA	2017		8	short section is a 5 and needs paved	1506Ft .29M	\$34,638.00
CHELSEA AVE	CRA	2007		7		1149Ft .22M	\$26,427.00
CHESTNUT DR	CRA	2007		7		840Ft .16M	\$19,320.00
CINDY AVE	CRA			9		477Ft .09M	\$10,971.00
CLEAR BROOK CT	Non-CRA	2022		10		491Ft .09M	\$11,293.00
COLLEGE AVE	CRA	2007		7		2649Ft .50M	\$60,927.00
DAYBREAK DR	Non-CRA	2005		6		2068Ft .39M	\$47,564.00
DEATA CT	CRA	2007		7		180Ft .03M	\$4,140.00
DENNIS AVE	CRA	2019/2020		8		2019 Mary Sue St to	\$30,452.00
Nuzum St repaved / 2020 Mary Sue St to Shiloh St repaved. 1324Ft .25M							
DEEPWOODS CT	Non-CRA	2005		7	patch needed at entrance	588 Ft .11M	\$13,524.00
DEER GLEN CT	Non-CRA	2022		10	southern end done 2022	791Ft .15M	\$18,193.00
EDITH DR	CRA	2007		7		1367Ft .26M	\$31,441.00
ELM AVE	CRA	2012		8		1294Ft .25M	\$29,762.00
FOREST ST	CRA			7		1643Ft .31M	\$37,789.00

City of Fruitland Park
Street Repair Maintenance Master Schedule
(Old City)

Date:
August 24, 2022

FOREST GLEN DR	Non-CRA	2022		10		2025Ft .38M	\$46,575.00
E FOUNTAIN ST	CRA	2020		8		1025Ft .19M	\$23,575.00
W FOUNTAIN ST	CRA	2019		8		2019 College Ave to Iona	\$21,689.00
repaved / 2020 Iona to Dixie repaved. 943Ft .18M							
FOX HILL RD	CRA	2017		7	70 ft section needs repaved	727Ft .14M	\$16,721.00
E FRUITLAND ST	CRA		2023	5		699Ft .13M	\$16,077.00
W FRUITLAND ST	CRA	2022		10		943Ft .18M	\$21,689.00
GARDENIA DR	CRA			6		1351Ft .26M	\$31,073.00
GLEN CREEK CT	Non-CRA	2022		10		219Ft .04M	\$5,037.00
E GRIFFIN ST	CRA			7		358Ft .07M	\$8,234.00
W GRIFFIN ST	CRA			8		362Ft .07M	\$8,326.00
GRIZZARD ST	CRA	2020		9		1156Ft .22M	\$26,588.00
HALL ST	CRA	2022		10		658Ft .12M	\$15,134.00
HAMLET CT	CRA	2011		9		1448Ft .27M	\$33,304.00
HAWK LANDING	Non-CRA			7		3225Ft .61M	\$74,175.00
HICKORY AVE	CRA	2012		8		1300Ft .25M	\$29,900.00
E HILLTOP ST	Non-CRA	2020		7		401Ft .08M	\$9,223.00
W HILLTOP ST	Non-CRA			9		Cul-de-sac repaved in 2017	\$27,531.00
1197Ft .23M							

City of Fruitland Park
Street Repair Maintenance Master Schedule
(Old City)

Date:
August 24, 2022

HOOFPRI CT	Non-CRA	2005	2023	5		962Ft .18M	\$22,126.00
N IONA AVE	CRA			7		1279Ft .24M	\$29,417.00
S IONA AVE	CRA			6		432Ft .08M	\$9,936.00
JAMES AVE	CRA	2017		8		2184Ft .09M	\$50,232.00
JEWELL ST	CRA	2017		7		655Ft .12M	\$15,065.00
JOSEPHINE ST	CRA	2022		10		1324Ft .25M	\$30,452.00
JUDITH AVE	CRA	2019		8		683Ft .13M	\$15,709.00
LA BORDE DR	CRA	2014		8		560Ft .11M	\$12,880.00
LAKE ST	CRA			6		662Ft .13M	\$15,226.00
E LA VISTA	CRA	2009		7		639Ft .12M	\$14,697.00
W LA VISTA	CRA			6		374Ft .07M	\$8,602.00
E LEAH CT	CRA	2007		6		260Ft .05M	\$5,980.00
W LEAH CT	CRA	2007		6		334Ft .06M	\$7,682.00
LECONTE ST	CRA	2019		8		664Ft .13M	\$15,272.00
LEMON AVE	CRA			6		787Ft .15M	\$18,101.00
LEWIS ST	CRA			6		1333Ft .25M	\$30,659.00
LIME ST	CRA			gravel		1097Ft .21M	\$25,231.00
MANDARIN LN	CRA			7		1875Ft .36M	\$43,125.00

City of Fruitland Park
Street Repair Maintenance Master Schedule
(Old City)

Date:
August 24, 2022

MAPLE AVE	CRA	2012		8		1312Ft .25M	\$30,176.00
MARILYN ST	CRA		2023	5		432Ft .08M	\$9,936.00
MARY SUE ST	CRA	2017/2020		7		2017 Poinsettia to Dennis	\$50,071.00
repaved. 2020 Dennis to Elm repaved / 2012 Elm to Hickory repaved. 2177Ft .41M							
MIKE AVE	CRA	2020		8		477Ft .09M	\$10,971.00
E MIRROR LK DR	CRA			8		2811Ft .53M	\$64,653.00
W MIRROR LK DR	CRA			8		2710Ft .51M	\$62,330.00
MULBERRY ST	CRA	2020		9	Section closest to Mirror Lake is 6 468 to Judith done 2022	1038Ft .20M	\$23,874.00
MYRTLE LAKE AVE	Non-CRA	2005		6	Entrance in need of repair	1407FT. .27M	\$32,361.00
MYRTLE LAKE VIEW DR	Non-CRA	2005		6		1377Ft .26M	\$31,671.00
MYRTLE BREEZES CT	Non-CRA	2005	2023	5		1914Ft .36M	\$44,022.00
NUZUM ST	CRA	2019		8		636Ft .12M	\$14,628.00
OAKWOOD LN	CRA	2014		7		885Ft .17M	\$20,355.00
OLD DIXIE AVE	CRA	2022		gravel	new millings laid 2022	Gravel Road	\$18,883.00
821Ft .12M							
OLIVE AVE	CRA			7		1756Ft .33M	\$40,388.00
ORANGE ST	CRA	2020		9		935Ft .18M	\$21,505.00
OTTER CT	Non-CRA			7		585Ft .11M	\$13,455.00
OTTERS POND RD	Non-CRA			8		1284Ft .25M	\$29,532.00

City of Fruitland Park
Street Repair Maintenance Master Schedule
(Old City)

Date:
August 24, 2022

OTTERS VIEW CT	Non-CRA			8		636Ft .12M	\$14,628.00
PAGODA RD	CRA			7		623Ft .12M	\$14,329.00
PALM ST	CRA	2015		6		1710Ft .32M	\$39,330.00
PARK AVE	CRA	2009		7		877Ft .17M	\$20,171.00
PASO ALLEY	CRA	2022		10		426Ft .08M	\$9,798.00
PATRICIA AVE	CRA			9		953Ft .18M	\$21,919.00
PENNSYLVANIA AVE	CRA	2017		7	Palm St to 25A done 2022 rated 10	2017 Beam St to Palm St	\$72,680.00
repaved. 3160Ft .60M							
PHOENIX AVE	CRA			6		980Ft .19M	\$22,540.00
PLUMOSA AVE	CRA	2019		7		981Ft .19M	\$22,563.00
POINSETTIA AVE	CRA	2018		8		5622Ft 1.06M	\$129,306.00
RAILROAD ST	CRA			gravel		Gravel Road	\$6,877.00
299Ft .06M							
RIDGEWIND CT	Non-CRA	2022		10		Cul-de-sac repaved 2019	\$8,510.00
370Ft .07M							
RIDGEWOOD DR	CRA	2019		8		204Ft .04M	\$4,692.00
ROSE AVE	CRA	2015		7		2626Ft .50M	\$60,398.00
RUSER-URY AVE	CRA			8		481Ft .09M	\$11,063.00
SEAGLE ST	CRA	2007		7		457Ft .09M	\$10,511.00

City of Fruitland Park
Street Repair Maintenance Master Schedule
(Old City)

Date:
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SEMINOLE AVE	CRA	2022		gravel	new millings laid 2022	Gravel Road	\$38,479.00
1673Ft .32M							
SHILOH ST	CRA	2018		8		2973Ft .56M	\$68,379.00
SMITH ST	CRA	2019		8		631Ft .12M	\$14,513.00
SOUTHERN DR	CRA	2014		8		252Ft .05M	\$5,796.00
SUNNY CT	CRA			8	2 spots that will need repaired	984Ft .19M	\$22,632.00
SUNSET WAY	CRA			gravel		Gravel Road	\$23,759.00
1033Ft .20M							
THOMAS ST	CRA		2023	5		706Ft .13M	\$16,238.00
TOMMY LN	CRA			dirt		Dirt Road	\$20,217.00
879Ft .17M							
TROPIC CR	CRA		2023	5		1126Ft .21M	\$25,898.00
N VALLEY RD	CRA			6		1700Ft .32M	\$39,100.00
S VALLEY RD	CRA			6		1328Ft .25M	\$30,544.00
VICTORIA AVE	CRA			10		436Ft .08M	\$10,028.00
N VILLA AVE	CRA	2009		8		1310Ft .25M	\$30,130.00
S VILLA AVE	CRA	2009		7		852Ft .16M	\$19,596.00
VILLAGE CT	CRA			9		Cul-de-sac repaved 2011	\$8,303.00
361Ft .07M							
WILLARD AVE	CRA	2014		8		2061Ft .39M	\$47,403.00

City of Fruitland Park
Street Repair Maintenance Master Schedule
(Old City)

Date:
August 24, 2022

WILLIAM DR	CRA		2023	5		Cul-de-sac repaved 2014	\$14,582.00
25A Approach repaved 2020. 634Ft .12M							
WINGSPREAD DR	Non-CRA			7	Needs repair of front entrance	1233Ft .23M	\$28,359.00
WOOD DUCK LANE	Non-CRA			10		436Ft .08M	\$10,028.00
						TOTAL:	\$3,140,374.00



PAQUETTE COMPANY

101 WEBER AVENUE
LEESBURG, FL 34748
PH. #(352) 365-0006 / FX. #(352) 315-0500

CITY OF FRUITLAND PARK - 2023

TO: **MR. ROBB DICUS**
[CITY OF FRUITLAND PARK](#)

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
***	CRA ROADS				
1	E. FRUITLAND STREET	1,370	SY	\$13.25	\$18,152.50
2	FOX HILL (SMALL SECTION)	300	SY	\$13.25	\$3,975.00
3	MARILYN STREET	1,145	SY	\$13.25	\$15,171.25
4	WILLIAMS DRIVE	1,720	SY	\$13.25	\$22,790.00
5	E. BERCKMAN STREET	1,855	SY	\$13.25	\$24,578.75
6	THOMAS STREET	1,540	SY	\$13.25	\$20,405.00
7	TROPIC CIRCLE	2,890	SY	\$13.25	\$38,292.50
8	MISC. PATCHES	3	EA	\$500.00	\$1,500.00
9	SUNNY COURT REMOVE / REPLACE 8' BASE AND 2" ASHALT 150' X 10'	1	LS	\$8,000.00	\$8,000.00
10	DOUBLE YELLOW STRIPING & RPMS E. BERCKMAN (27 TO CR 468)	1	LS	\$8,875.00	\$8,875.00
	SUB TOTAL CRA ROADS				\$161,740.00
***	NON CRA ROADS				
1	MYRTLE BREEZE COURT	5,615	SY	\$13.25	\$74,398.75
2	HOOF PRINT CT	3,080	SY	\$13.25	\$40,810.00
3	DEER GLEN CT	670	SY	\$13.25	\$8,877.50
	SUB TOTAL NON CRA ROADS				\$124,086.25

***	STREETS BID AS A WHOLE				
	BASED ON 1 1/4" SP-9.5 ASPHALT				
***	INCLUDES TACK COAT				
***	INCLUDES TRAFFIC CONTROL AND PREPWORK PRIOR TO PAVING				
***	MILLING JOINTS AND KEYWAYS INCLUDED				
			PROPOSAL TOTAL:		\$285,826.25

TERMS:

Net cash upon receipt of invoice, no retainage to be held. Subject to credit approval. All monies not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collection said monies. Including Attorney fees and court cost will be due under this contract.

*** Existing cracks can reflect through new asphalt over time

*** Tack coat to be applied at Paqco, Incs discretion

**BID BASED ON \$92.00 PER TON PLUS TAX IF COST OF ASPHALT
INCREASES ADDITIONAL COST WILL BE INCURED.**

ESTIMATE EXPIRATION: This proposal is valid for 60 days.

Proposed by:
PAQCO, Inc.

Accepted by:

Fay Paquette Vice President

Date

Date



MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 6/1/2023	Contract Number: 19-0921 Title: <u>On-Call Pavement & Base Repair Contractor</u> Effective Date: 06/01/2019
Contracting Officer: Amy Munday E-mail: <u>amy.monday@lakecountyfl.gov</u> Telephone Number: (352) 343-9768	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring May 31, 2024	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>1-11-23</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Amy Munday</u> Title: _____ Date: <u>1-12-23</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 1/6/2023	Contract Number: 19-0921 Title: <u>On-Call Pavement & Base Repair Contractor</u> Effective Date: 06/01/2019
Contracting Officer: Amy Munday E-mail: amy.monday@lakecountyfl.gov Telephone Number: (352) 343-9768	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification is to ADD the following services to the contract. SEE HIGHLIGHTED CHANGES ATTACHED:	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>1-10-23</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: _____ Date: <u>January 11, 2023</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

Contract 19-0921 - Paqco - Pricing Section			
Item No.	Description	UOM	Per Per Unit
1	Mobilization / Demobilization Charge	Each	\$ 1,750.00
2	Portable Changeable (Variable) Message Signs	Each Day	\$ 800.00
3	Base Repair (10-20 SY)	Square Yards	\$ 60.00
4	Base Repair (>20-50 SY)	Square Yards	\$ 50.00
5	Base Repair (>50 - 100 SY)	Square Yards	\$ 40.00
6	Base Repair (100-200 SY)	Square Yards	\$ 33.50
7	Base Repair (>200 SY)	Square Yards	\$ 27.50
8	Additional 1" per SY for limerock to be installed	Square Yards	\$ 2.00
9	Milling (10-20SY)	Square Yards	\$ 35.00
10	Milling (>20-50SY)	Square Yards	\$ 28.00
11	Milling (>50-100 SY)	Square Yards	\$ 25.00
12	Milling (>100-200 SY)	Square Yards	\$ 22.50
13	Milling (>200 SY)	Square Yards	\$ 20.00
14	Asphalt Repair (10-20SY)	Square Yards	\$ 17.50
15	Asphalt Repair (>20-50SY)	Square Yards	\$ 15.00
16	Asphalt Repair (>50-100 SY)	Square Yards	\$ 14.00
17	Asphalt Repair (>100-200 SY)	Square Yards	\$ 12.50
18	Asphalt Repair (>200 SY)	Square Yards	\$ 12.50
19	Additional 1" per SY for asphalt to be installed	Square Yards	\$ 8.75
20	Asphalt per Ton	Ton	\$ 130.00

Pavement Markings			
Item No.	Description	UOM	Per Per Unit
21	4 inch White Line	Linear Foot	\$ 1.50
22	4 inch Yellow Line	Linear Foot	\$ 1.50
23	6 inch White Line	Linear Foot	\$ 1.75
24	6 inch Yellow line	Linear Foot	\$ 1.75
25	18 inch White Line for Gore Areas	Linear Foot	\$ 3.50
26	18 inch Yellow Line for Gore Areas	Linear Foot	\$ 3.50
27	12" Crosswalk	Linear Foot	\$ 4.75
28	24" Crosswalk	Linear Foot	\$ 8.25
29	Symbol - Single Arrow	Each	\$ 80.00
30	Symbol - Comination Arrow	Each	\$ 115.00
31	Message - School*	Each	\$ 215.00
32	Message - Railroad Crossing*	Each	\$ 215.00
33	Message - Only*	Each	\$ 115.00
34	Message - Merge*	Each	\$ 150.00
35	Message - Stop*	Each	\$ 150.00
36	Message - Miscellaneous, 4-5 letters	Each	\$ 150.00
37	24 inch - White Stop Bar	Each	\$ 100.00
38	Raised Pavement Markings	Each	\$ 6.50
Additional Items			
Item No.	Description	UOM	Per Per Unit
37	Night Work Charge (Including Lights)	Per Hour	\$ 300.00
38	Law Enforcement assisted MOT - Only used upon Project Manager Request	Per Day	\$ 400.00
39	Minimum Trip Charge	Per Trip	\$ 850.00



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 6/1/2022	Contract Number: 19-0921 Title: <u>On-Call Pavement & Base Repair Contractor</u> Effective Date: June 1, 2019
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: 352.343.9768	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By: <div style="text-align: center;"> Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800 </div>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring May 31, 2023.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>JAY S. PAQUETTE</u> Title: <u>PRESIDENT</u> Date: <u>JUNE 6 2022</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>jpaquette@paqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>June 6, 2022</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 5/1/2022	Contract Number: 19-0921 Title: On-Call Pavement & Base Repair Contractor Effective Date: June 01, 2019
Contracting Officer: Amy Munday E-mail AMunday@LakeCountyFL.gov Telephone Number: 352-343-9389	Contractor Name and Address: Name: PAQCO, Inc Address: 101 Weber Avenue City: Leesburg, Florida 37488 ATTENTION: Jay S. Paquette, President
Issued By: <div style="text-align: center;"> Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800 </div>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Per Article 6. Miscellaneous Provisions, Section 6.4, Attachment C – Pricing Schedule is revised to include the addition of price redetermination to adjust asphalt unit cost upward or downward through the use of the FDOT Fuel and Bituminous Average Price Index as published by the Florida Department of Transportation.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>4/22/22</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>wendi@paqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>April 22, 2022</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 6/1/2021	Contract Number: 19-0921 Title: On-Call Pavement and Base Repair Contractor Effective Date: June 1, 2019
Contracting Officer: Bill Ponko E-mail Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: PAQCO, Inc Address: 101 Weber Avenue City: Leesburg, Florida 3748 ATTENTION: Jay S. Paquette, President
Issued By: <div style="text-align: center;"> Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800 </div>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for a period of one (1) year, expiring on May 31, 2022.	
CONTRACTOR SIGNATURE BLOCK Signature: Print Name: <u>FAY PAQUETTE</u> Title: <u>VICE PRESIDENT</u> Date: <u>2/1/21</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>dane@paqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Print Name: <u>William Ponko</u> Title: <u>Contracting Officer</u> Date: <u>2/1/21</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 6/1/2020	Contract Number: 09-0921 Title: <u>On-Call Pavement and Base Repair Contractor</u> Effective Date: June 1, 2019
Contracting Officer: Bill Ponko E-mail: Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34748 ATTENTION: Jay S. Paquette, President
Issued By: <div style="text-align: center;"> Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800 </div>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for a period of one (1) year, expiring on May 31, 2021.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>FAY PAQUETTE</u> Title: <u>Vice President</u> Date: <u>3-30-20</u> E-mail: <u>fay@pqcoinc.com</u> Secondary E-mail: <u>Roxanne@pqcoinc.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Ronald A. Falanga</u> Title: <u>Contracting Officer</u> Date: <u>3/30/2020</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND PAQCO, INC.
FOR ON-CALL PAVEMENT AND BASE REPAIR CONTRACTOR
ITB # 19-0921**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and PAQCO, Inc., a Florida for profit corporation, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB#) 19-0921, seeking entities to provide on-call road repairs for the COUNTY; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1. The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to provide to provide all labor, materials, and equipment to completed on-call road repairs, including base repairs, milling, installation of asphalt, and installation of striping to match the preexisting markings, for Lake County as more specifically listed in **Attachment A - Scope of Services** and **Attachment B -Addendums**, attached hereto and incorporated herein,. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by an authorized representative of the CONTRACTOR and the Lake County Public Works Department. CONTRACTOR acknowledges and agrees that if work is assigned to CONTRACTOR, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO THE CONTRACTOR BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONTRACTOR.**

2.2 This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the COUNTY, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement will be for twelve (12) months and will remain in effect until completion of the expressed and/or implied warranty period. The COUNTY reserves the sole right to renew this Agreement for four (4) additional one (1) year periods. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement.

Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on the percentage change between the base index and the current month index according to the State of Florida DMS bulk fuel gasoline and diesel for unleaded gas, Florida PAD 1, Orlando. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The

contract unit prices may be adjusted based on the movement of the stated index. The base index value will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price redetermination is made. The COUNTY reserves the right to also request index-based adjustments if it is deemed to be in the COUNTY's best interest.

CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received, the COUNTY will assume that CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by CONTRACTOR and to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.3 CONTRACTOR agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY's specifications, including but not limited to time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY's other CONTRACTOR(s).

2.4 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

2.5 CONTRACTOR 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 CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement 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.

Article 3. Payment

3.1 Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in Pricing Schedule, attached hereto and incorporated herein as **Attachment C**. The personnel needed for each individual project shall be determined through the Task Work Order.

3.2 CONTRACTOR shall submit invoices to the COUNTY user department within thirty (30) calendar days from delivery of goods or services. Under no circumstances may the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items. All invoices must contain the contract and purchase order number (if applicable), the specific task number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in Attachment B, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

Article 4. COUNTY Responsibilities

4.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

4.2 The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

Article 5. Special Terms and Conditions

5.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

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

5.2 Assignment of Agreement This Agreement shall not be assigned or sublet except with the written consent of Lake County's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition

process, CONTRACTOR shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

5.3 Insurance.

A. CONTRACTOR shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONTRACTOR 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 CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by CONTRACTOR to the COUNTY within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONTRACTOR is in accordance with the following minimum limits:

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

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

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

- Combined Single Limit: \$1,000,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

- Each Accident : \$1,000,000
 - Disease-Each Employee: \$1,000,000
 - Disease-Policy Limit: \$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, CONTRACTOR, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of cancellation or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONTRACTOR must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

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

F. Certificate holder shall be:

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

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

H. The COUNTY shall 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 shall be the sole responsibility of CONTRACTOR and/or sub-CONTRACTOR providing such insurance.

I. CONTRACTOR shall be responsible for sub-CONTRACTORS, if any, and their insurance. Sub-CONTRACTORS are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONTRACTOR's requirements.

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

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

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

5.5 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.6 Indemnity. CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONTRACTOR agrees for good and valuable consideration to indemnify, and hold the COUNTY, its commissioners, and its employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

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

5.8 Ownership of Deliverables. Upon completion of and payment for a task CONTRACTOR agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and/or remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONTRACTOR hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.9 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. CONTRACTOR may keep copies of all work product for its records.

5.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.12 Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONTRACTOR must be appropriately licensed to provide the services provided under this Agreement.

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

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

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
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 the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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

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

5.15 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request

make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with sub-CONTRACTORS in connection with the work performed under this Agreement.

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

5.16 Completion of Work. All work performed by CONTRACTOR shall be in accordance with good commercial practice. The work schedule and completion dates must be adhered to by CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. Should CONTRACTOR fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the COUNTY reserves the authority to termination this Agreement and to secure the services of another contractor to complete the work. If the COUNTY exercises this authority, the COUNTY will reimburse CONTRACTOR for work which was completed and found acceptable, if any, to the COUNTY in accordance with the contract specifications. The COUNTY may, at its option, demand payment from CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another contractor. If the CONTRACTOR fails to honor this invoice or credit memo, the County may terminate this Agreement for default.

5.17 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR must promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to CONTRACTOR by the County's project administrator, who may confirm all such verbal reports in writing. CONTRACTOR shall bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR, in writing, that CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

5.18 Acceptance of Goods or Services. The products delivered will remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the COUNTY and must

be in compliance with the terms in the contract, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost will be withheld from any monies owed to CONTRACTOR by the COUNTY for any contract or financial obligation.

5.19 Warranty. CONTRACTOR agrees that the product or service furnished to the COUNTY will be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products or services and the rights and remedies provided in this Agreement will be in addition to the warranty and do not limit any right afforded to the County by any other provision.

5.20 Business Hours of Operation. No work may be done on County Holidays, Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work may be started without prior approval of the immediate project manager or his/her designated representative. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

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

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

of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

5.23 Clean-Up. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the work site at the end of each work day, and dispose of in an appropriate and lawful manner. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. CONTRACTOR shall leave the site clean and neat.

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

5.25 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

5.26 License and Permits. The CONTRACTOR shall remain appropriately licensed throughout the term of this Agreement. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. It is the responsibility of the CONTRACTOR to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the CONTRACTOR.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects shall 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 Agreement shall lie in Lake County, Florida. CONTRACTOR waives its right to a jury trial for any action arising from this Agreement.

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

6.3 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto, unless otherwise stated herein.

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

6.6 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.7 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.8 With the consent of CONTRACTOR, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

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

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

If to CONTRACTOR:

Paqco, Inc.
101 Weber Avenue
Leesburg, FL 34748

If to COUNTY:

Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, FL 32778

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

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

Attachment A – Scope of Services
Attachment B - Addendums
Attachment C – Pricing Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

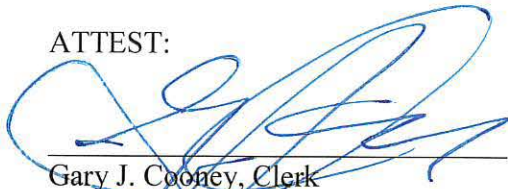
PAQCO, INC.

By: 

Jay S. Paquette, President

This 11 day of APRIL, 2019.

ATTEST:



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

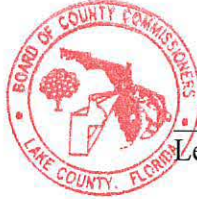
Approved as to form and legality:



Melanie Marsh, County Attorney

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA





Leslie Campione, Chairman

This 10th day of May, 2019.

ATTACHMENT A – SCOPE OF SERVICES

PAVEMENT AND BASE REPAIR CONTRACTOR, ON-CALL

Pursuant to the terms and conditions of this Agreement, the Contractor as the vendor agrees to provide services to the County as set forth in this Scope of Services. The vendor must furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and is subject to the terms and conditions of the contract.

The County estimates using approximately 6,500 square yards of base repairs per fiscal year. This quantity is an estimate only and is given only to allow for preparation of the bid. **QUANTITIES ARE NOT GUARANTEED FROM THIS INVITATION TO BID.** Any contract entered into will be on an as-needed basis.

The vendor must provide competent and qualified personnel to perform the work as required by the contract specifications. The vendor must, at all times, maintain good discipline and order at the work site. The vendor shall provide a list of all foreman and supervisors who will perform the work, to include twenty-four (24) hour emergency contact telephone numbers. The vendor will maintain a dress code for their employees with a minimum of shirt, safety vest, shorts and shoes, in decent condition, at all times while on the jobsite. The County will require that the vendor remove from the work site any of the vendor's personnel that the County Project Manager determines to be incompetent, careless or otherwise objectionable. Upon receipt of the written notice, the vendor must remove the cited personnel immediately. No request for time extensions will be granted for the removal of any cited personnel.

The vendor must furnish the County Project Manager with a list of all subcontractors performing work on the contract, if any, with their contact information.

Unless otherwise specified, all work under the contract must be completed in accordance with the most recent edition of the Florida Department of Transportation's (FDOT's) "Standard Plans for Road and Bridge Construction".

It will be the responsibility of the vendor to make a video in DVD, flash drive, or electronic format of all current conditions such as, but not limited to: driveways, road intersections, vegetation, etc., before any work commences. The vendor will focus on any deficient conditions present at the time of the recording. The date and time must be recorded on the video at the time it is being created. A copy of the video must be supplied to the County Project Manager before the commencement of any work as outlined on the Project Order Form.

NOTICE TO PROCEED

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

http://www.sercc.com/climateinfo/historical/historical_fl.html .

Days for calculating actual rainfall are days recorded with rainfall on the Weather Underground website which can found at the following link: <http://www.wunderground.com> .

If above average rainfall occurs, the vendor may request a time extension to complete the project. Should the vendor be obstructed or delayed in the prosecution of, or completion of the project as a result of unforeseeable causes beyond the control of the vendor, and not due to his fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, employee strikes or lockouts, the vendor must notify the County Project Manager in writing within two (2) business days after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the vendor will have had to request a time extension.

If the vendor complies with the two (2) business days' notice requirement, the County Project Manager will ascertain the facts and the extent of the delay being claimed. The County Project Manager's findings of fact will be final and conclusive on the parties. The vendor must cooperate with the County Project Manager's investigation of the delays by providing any schedules, correspondence or other data that will be required to complete the findings of fact. Extensions to the contract time will be granted for only delays that impact the vendor's construction schedule. Any extensions of contract time will be given at the discretion of the County Project Manager and must be authorized by a Change Order approved in accordance with Board policy.

The vendor must contact the County Project Manager two (2) business days prior to starting any job. All work, once started, must be completed before any other work will commence on subsequent work projects. The only exception will be when the County determines that such other work is in the best interest of the County and should be expedited.

METHOD OF OPERATIONS

The Notice to Proceed will outline the area and dimension to receive pavement repair. This area must be field marked in pink paint. Each area on the Notice to Proceed must have an individual calculation of square yards to repair. This yardage calculation will determine which unit cost will be assessed for that particular repair should multiple repairs occur on one Notice to Proceed.

The vendor must assess the County a single mobilization/demobilization charge for each repair not within 2,640 feet of the beginning or end of another repair. Example 1: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Maple Street. The repairs are 300 hundred feet from the end of one repair to the beginning of the next. The vendor will only be permitted to assess one (1) mobilization/demobilization charge. Example 2: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Elm Street. The repairs are 2,750 feet from the end of one repair to the beginning of the next. The vendor will be permitted to assess two (2) mobilization/demobilization charges. Example 3: County provides a Notice to Proceed to the vendor outlining four (4) repairs on Pine Street. The repairs are 565 feet from the end of the first repair to the beginning of the second, 1,698 feet from the end of the second repair to the beginning of the third, and 1,500 feet from the end of the third repair to the beginning of the fourth. The vendor will be permitted to assess one (1) mobilization/demobilization charge as distance between any one repair does not exceed 2,640 feet. The mobilization/demobilization charge must include all costs associated with the complete mobilization and demobilization of labor and equipment to and from the jobsite.

Questions or issues concerning the repair sizes or any other information listed on the Notice to Proceed will be addressed and agreed upon in writing by the County Project Manager prior to

performance of work. Any work performed without such an agreement by all parties will be paid as stated on the Notice to Proceed in accordance with the terms and conditions of the contract.

ROAD BASE REPAIRS

The vendor must saw cut outside the area marked with paint. All saw cuts will be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs will be rejected and replaced by the vendor at no additional cost to the County.

Upon performing saw cutting of existing pavement. The vendor must remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of eight (8) inches of compacted limerock base and one (1) inch of asphalt, unless otherwise directed on the Notice to Proceed, or to a depth determined by the County Project Manager. Finished elevation of the repair must be at base pre-repair condition and shall allow for the specified depth of asphalt, unless otherwise directed by the County in writing on the Notice to Proceed.

The unit cost for road base repair must be all inclusive to include all of the following items: traffic control, saw cutting, excavation, limerock installation and compaction, trucking, disposal, and any other incidental charges associated with the repair. Asphalt must be specified and invoiced under a different line item.

MILLING

At the discretion of the County, milling may be required to repair an area without doing base repairs.

If milling is required and traffic is to be maintained prior to the placement of the new asphaltic concrete, the vendor must ensure that suitable transitions between areas of varying thickness are created to allow for a smooth longitudinal riding surface. The vendor must sweep all milled areas in a manner that will minimize dust prior to opening to traffic or before starting the overlay process. All millings created by this process will become the property of the vendor and it will be the vendor's responsibility to remove them from the project site. The County Project Manager will determine the thickness of the area to be milled. Milling will occur in increments of one (1) inch. The vendor will be compensated at the unit price for the milling as specified in the vendor's bid.

ASPHALT

The vendor must install and compact Recycled SP9.5 hot mix asphalt at a depth of one (1) inch unless otherwise noted on the Notice to Proceed. The vendor must install the new asphalt to ensure that the transition joints are not excessive and a good quality ride is provided when finished. The final result of the installation of the asphalt must provide an even transition with the existing area. No more than one-quarter ($\frac{1}{4}$) inch difference in height will be allowed for the transition of the two (2) areas.

Payment will be calculated by the square yard as stated on the Notice to Proceed and will be all inclusive, but not limited to the following items: traffic control, asphalt installation and compaction, trucking, any disposal, and any other incidental charges associated with the repair. A tack coat must be used to ensure a good bond to the existing base and asphalt. Asphalt must be installed at a minimum rate of one (1) inch thick compacted, unless otherwise specified by the County Project Manager.

Asphalt restoration associated with road base repairs must be completed no later than forty-eight (48) hours after removal. Under no circumstances will the vendor leave open areas unattended for more than the specified time frame, unless authorized in writing by the County Project Manager.

STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than that previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any roadway markings that are disturbed as part of the base repair must be replaced with thermoplastic markings, as directed by the County Project Manager. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

PUBLIC NOTIFICATION OF WORK

At the discretion of the County Project Manager, the vendor may be required to utilize Portable Changeable Message Signs (PCMS, FDOT Index 102-600) for public notification of work.

When the vendor is required to install a Portable Changeable Message Sign (PCMS, FDOT Index 102-600), it must be located at each end of the proposed work zone, unless directed otherwise by the County Project Manager, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction. The PCMS must display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 2 Miles"), daily hours of closure, and temporary speed restrictions. Any and all costs associated with the PCMS will be all inclusive in the lump sum bid price.

The vendor will be compensated on a per unit per day rate as stated on the Notice to Proceed form. Any and all costs associated with the Portable Changeable Message Signs must be all inclusive and shall be invoiced at the unit rate as stated on the bid sheet.

UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the vendor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call at 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. The vendor shall notify the County Project Manager.

MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", or Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.
- B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
1. All lane closures shall have the prior approval of the County's Project Manager.
 2. The foregoing above requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.
 3. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

DAMAGE

All items damaged as a result of the vendor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., shall be either repaired or replaced by the vendor, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. County reserves the right to pay any such invoices and deduct such costs from the vendor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished.

If the vendor damages a County sign or other property owned by the County, it shall be the responsibility of the vendor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the item and deduct the associated cost from the amount due the vendor.

Complaints shall be addressed by the vendor within forty-eight (48) hours and a written report shall be submitted to the Project Manager outlining actions taken to correct the complaint. The vendor shall notify the Project Manager immediately of any complaints given directly to the vendor.

EQUIPMENT

The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein this solicitation. If, in the opinion of the County Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the County Project Manager.

County reserves the right to inspect and approve all equipment before it is placed in service. If at any time the County Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County Project Manager. Inspection and approval of the vendor's equipment by the County Project Manager shall not relieve the vendor of responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion.

QUALITY CONTROL/CORING

At the discretion of the County, an independent testing firm may be obtained by the County to take coring samples from the repaired areas. The County will have the option of completing one (1) core per repaired area and one (1) core per every ten (10) square yards of repair if the size of the repair is greater than ten (10) square yards. If it is determined that the repairs meet the specifications as outlined within, the County will bear the cost of the coring. If it is determined that the work does not meet the specifications as outlined within, the vendor will be responsible for the cost associated with the coring and shall be responsible to make the necessary corrections to the work to meet the specifications. The cost incurred by the County for the coring will be deducted from the submitted invoice.

SUBCONTRACTOR/MATERIAL SUPPLIERS

If subcontractors or materials suppliers are to be used by the vendor, the vendor must provide a listing of such subcontractors and materials suppliers with the vendor's acceptance of the Notice to Proceed. The listing must include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall proposed project. Prior to final payment to the vendor, vendor must provide Certification of Payment to Subcontractors/Materials Suppliers before the invoice is processed and paid.

EMERGENCIES

The vendor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The vendor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The vendor shall submit to the County Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

SAFETY

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. Any safety devices installed by the manufacturer must be in place and in proper working order at all times. If the County Project Manager determines that equipment is deficient in safety devices, the vendor will be notified immediately. The vendor must immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County Project Manager.

The County Project Manager will periodically monitor work site for safety. Should there be safety or health violations, the County Project Manager has the authority, but not the duty, to require the vendor to correct the violation in an expeditious manner. If there is any situation deemed unsafe by the County Project Manager, the project must be shut down immediately upon notice and must not resume work until the unsafe condition has been remedied.

Should the work site be in a hazardous area, the County will take reasonable actions to furnish the vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets (MSDS), or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The vendor must be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site.

The vendor must designate a competent person who can communicate with all personnel of its organization whose duty shall be the prevention of accidents at the site. This person will be the vendor's Project Foreman unless otherwise designated in writing by the vendor to the County. All communications to the Project Foreman will be as binding as if given to the vendor.

HAZARDOUS MATERIALS

The vendor is responsible for notifying the County Project Manager of any hazardous materials used by the vendor on the work site and providing the County Project Manager with a copy of the Material Safety Data Sheets (MSDS) as required by federal law, as applicable. A copy of the Material Safety Data Sheets (MSDS) must be kept on the project work site at all times.

Any spillage of hazardous materials must be reported immediately to the County Project Manager and cleaned up in accordance with all Local, State and Federal Regulations. The clean-up cost of any spillage of hazardous materials caused by the vendor will be the sole responsibility of the vendor. A copy of a complete report showing compliance with local, state, and federal agencies must be given to the County Project Manager.

If any hazardous materials or conditions are discovered during normal operations, it is the responsibility of the vendor to immediately contact the County Project Manager with a description and the location of the condition.

LIQUIDATED DAMAGES

The County and the vendor recognize that, since time is of the essence for services as part of the contract, the County could suffer financial loss if the work is not completed within the time specified.

The County will be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project will be deemed to be completed on the date it is accepted by the County Project Manager. The vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the vendor fails to complete the work in a timely manner. The liquidated damages will be as follows:

Specific Project Amount	Daily Charge Per Calendar Day
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$75
\$10,000 or more but less than \$20,000	\$150
\$20,000 or more but less than \$30,000	\$250
\$30,000 or more but less than \$40,000	\$350
\$40,000 or more but less than \$50,000	\$450
Over \$50,000 but less than \$250,000	\$544

Any vendor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County will retain from the compensation to be paid to the vendor the above described sum. If the vendor continues to fail to complete any or all remaining scheduled work, the County will charge the vendor any additional costs that would be incurred over and above the original contract cost. This amount will be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and will not be construed as a penalty.

WORK ACCEPTANCE

Upon written notice from the vendor that the work is complete, the County Project Manager will make a final inspection with the vendor and will notify the vendor in writing of any deficiencies in the project. The vendor must correct all deficiencies before final acceptance and payment is made. If the deficiency is not properly corrected and there is a third inspection, the County will assess an eighty-dollar (\$80.00) fee to the vendor. The eighty-dollar (\$80.00) fee will be assessed for every re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice.

WARRANTY

All work performed under the contract must be warranted to provide, at a minimum, the specified performance criteria for a period of at least eighteen (18) months after completion of the project and acceptance by the County. Acceptability of this work will be determined based on both end-result and performance-based criteria. Performance criteria are as follows: Fatigue (Alligator) Cracking: Replace any segment that has a fatigue cracking condition rating exceeding the low severity level for more than ten percent (10%) of the pavement surface area in any segment during the warranty period. Rutting: Replace the segment where any rutting resulting from failure of the base is more than one-half (½) inch depth as measured with a 10-foot long straightedge. Potholes: The vendor will be responsible for the repair of any potholes that emerge in the surface area. If the

surface area of all potholes totals five percent (5%) or more of the segment's surface area, the vendor must replace the segment.

It is the County's responsibility to monitor warranted work to determine the performance. This includes performance of tests, recording observations, providing the vendor with access to this information, and notifying the vendor in writing of any required warranty work.

It is the vendor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The vendor must provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified in this solicitation. The vendor must complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified in this solicitation. The vendor must repair the areas within thirty (30) calendar days from notification by the County. In the event of any failure of the repaired area, in accordance with the performance criteria in this solicitation, the County and the vendor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the vendor must repair the failed areas at no cost to the County. In cases where the failure resulted from drainage problems or an unexpected increase in traffic/truck equivalent single axle loadings (ESALs), then the County will be responsible for any needed repairs at no cost to the vendor. In cases where the overlay was inadequate or poorly constructed by the vendor, then the vendor must replace the defective area utilizing overlay as specified in this solicitation, at no cost to the County.

ATTACHMENT B – ADDENDUMS



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 2

Date: March 28, 2019

Invitation to Bid (ITB) 19-0921

On-Call Pavement and Base Repair Contractor

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and/or return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum DOES NOT change the date for receipt of bids.

Questions/Answers:

Q1. Striping of thermoplastic, most striping firms, will not place thermo until the asphalt has cured at least 14 days. The bid has no provision for temporary paint until thermo can be placed. Please confirm that the intent is to place thermoplastic and not paint. And please confirm where to price the temporary paint if thermoplastic is the basis of the bid?

A1. The provision for temporary or permanent paint will be identified per project as stated in Section 2 – Statement of Work – Striping

“Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet existing layout and must be included as a separate unit cost item on the Notice to Proceed.”

The vendor shall supply a cost to install temporary paint and thermoplastic markings. This cost shall be listed on the “Total Price” column and include all costs associated in the temporary paint and thermoplastic markings on the newly attached pricing sheet titled “Pavement Markings”.

Addendum to Modify the below section with the highlighted inserts and changes.

Section 2 – Statement of Work – Notice to Proceed

NOTICE TO PROCEED

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. A fourteen (14) day asphalt cure time shall be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

Section 2 – Statement of Work – Striping


STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than the previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any pavement markings that are disturbed as part of the base repair must be replaced as directed by the County Project Manager. A fourteen (14) day asphalt cure time will be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

The Revised Bid Form above Line 21 refers to "Permanent Thermoplastic Striping", however, it should refer to "PAVEMENT MARKINGS". I am attaching a new Bid Form titled Final Bid Form to be used for your response to this solicitation.

Acknowledgement of Addendum:

Firm Name: PAQCO INC Date: 3-28-19
Signature:  Title: Vice President
Typed/Printed Name: FAY PAQUETTE

ATTACHMENT C –PRICING SCHEDULE

CONTRACTOR agrees to provide services to the COUNTY, pursuant to the terms and conditions of this Agreement, under the following pricing schedule:

FINAL BID FORM

Item No.	Description	UOM	Price Per Unit	Estimated Usage	Total Price
1	Mobilization/Demobilization Charge	EACH	\$1,750.00	20	\$35,000.00
2	Portable Changeable (Variable) Message Signs	EACH DAY	\$800.00	10	\$8,000.00
3	Base Repair (10-20 SY)	SQUARE YARD	\$60.00	200	\$12,000.00
4	Base Repair (>20-50 SY)	SQUARE YARD	\$50.00	500	\$25,000.00
5	Base Repair (>50-100 SY)	SQUARE YARD	\$40.00	400	\$16,000.00
6	Base Repair (>100-200 SY)	SQUARE YARD	\$33.50	1500	\$50,250.00
7	Base Repair (>200 SY)	SQUARE YARD	\$27.50	1000	\$27,500.00
8	Additional one inch per SY for linerock to be installed	SQUARE YARD	\$2.00	50	\$100.00
9	Milling (10-20 SY)	SQUARE YARD	\$35.00	25	\$875.00
10	Milling (>20-50 SY)	SQUARE YARD	\$28.00	50	\$1,400.00
11	Milling (>50-100 SY)	SQUARE YARD	\$25.00	100	\$2,500.00
12	Milling (>100-200 SY)	SQUARE YARD	\$22.50	500	\$11,250.00
13	Milling (>200 SY)	SQUARE YARD	\$20.00	1500	\$30,000.00
14	Asphalt Repair (10-20 SY)	SQUARE YARD	\$17.50	225	\$3,937.50
15	Asphalt Repair (>20-50 SY)	SQUARE YARD	\$15.00	550	\$8,250.00
16	Asphalt Repair (>50-100 SY)	SQUARE YARD	\$14.00	500	\$7,000.00
17	Asphalt Repair (>100-200 SY)	SQUARE YARD	\$12.50	2000	\$25,000.00
18	Asphalt Repair (>200 SY)	SQUARE YARD	\$12.50	2500	\$25,000.00 ^{EST} \$31,250.00
19	Additional one inch per SY for asphalt to be installed	SQUARE YARD	\$8.75	500	\$4,375.00

20	Asphalt Per Ton	TON	\$130.00	5,000	\$ 650,000.00
PAVEMENT MARKINGS					
21	4-Inch White Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
22	4-Inch Yellow Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
23	6-Inch White Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
24	6-Inch Yellow Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
25	18-Inch White Line For Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
26	18-Inch Yellow Line for Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
27	Symbol - Single Arrow*	EACH	\$ 80.00	5	\$ 400.00
28	Symbol - Combination Arrow*	EACH	\$ 115.00	5	\$ 575.00
29	Message - School*	EACH	\$ 215.00	5	\$ 1,075.00
30	Message - Railroad Crossing*	EACH	\$ 215.00	5	\$ 1,075.00
31	Message - Only*	EACH	\$ 115.00	5	\$ 575.00
32	Message - Merge*	EACH	\$ 150.00	5	\$ 750.00
33	Message - Stop*	EACH	\$ 150.00	5	\$ 750.00
34	Message Miscellaneous, 4-6 Letters	EACH	\$ 150.00	5	\$ 750.00
35	24-Inch White Stop Bar	EACH	\$ 100.00	20	\$ 2,000.00
36	Raised Pavement Markings	EACH	\$ 6.50	500	\$ 3,250.00
Additional Items					
37	Night Work Charge (Including Lights)	EACH HOUR	\$ 300.00	40	\$ 12,000.00

AGR BETWEEN LAKE COUNTY AND ADVANCED PLANNING CONSULTANTS FOR ON-CALL EMERGENCY
MANG CONSULTING, 19-0913

3B	Cost Per Day for Law Enforcement Officer To Assist With MOT - 8 Hour Shift; Only Used If Project Manager Requests Service	DAY	\$400.00	\$	\$2,000.00
Grand Total					\$2,000.00 ^{Rate} \$987,512.50

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
I t e m N u m b e r : 5 d

ITEM TITLE:	CRA Road Paving FY 2022-23
MEETING DATE:	Thursday, July 27, 2023
DATE SUBMITTED:	Tuesday, July 18, 2023
SUBMITTED BY:	City Manager/Public Works Director
BRIEF NARRATIVE:	CRA Road Paving FY 2022-023 Yearly paving of roads in the community redevelopment district that dropped below a PASER rating of five on the city's street repair maintenance schedule.
FUNDS REQUIRED:	\$161,740 from \$300,000 budgeted in 20511-606311 (Redevelopment Fund)
ATTACHMENTS:	See agenda item summary 5.e
RECOMMENDATION:	Approval
ACTION:	Approve 2023 CRA Paving Quote by Paquette Paving

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

ITEM TITLE: Public Hearing – Resolution 2023-041 Utility Easements Termination - Mirror Lake Village Phase II Replat Tract F – Petitioner: Park Square Enterprises, LLC

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Monday, July 17, 2023

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: Resolution 2023-041 Mirror Lake Village Phase II Replat Tract F Termination of Easements relating to utility easements no longer needed within Mirror Lake Village Phase II. The owner has submitted applications for termination of an existing utility easement, in addition to a final plat. The order of approval should be termination of the easements first, before final plat approval at the same meeting.

FUNDS BUDGETED: None

ATTACHMENTS: Proposed resolution, easements termination, utility map, and advertising affidavit.

RECOMMENDATION: The Planning and Zoning (P&Z) Board approved Resolution 2023-041 at its July 20, 2023 meeting. The title opinion for the property will need to be updated with an effective date that is within 30 days of plat recording.

ACTION: Adopt Resolution 2023-041.

RESOLUTION 2023-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE TERMINATION OF EASEMENT RELATING TO UTILITY EASEMENTS NO LONGER NEEDED WITHIN MIRROR LAKE VILLAGE PHASE II, A REPLAT OF TRACT F, MIRROR LAKE VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE TERMINATION OF EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, utility easements were granted to or retained by the City of Fruitland Park, Florida for utilities and water pipelines; and

WHEREAS, the easements are located within the property described as Tract F, Mirror Lake Village, PB 88, Pages 92-96, Public Records of Lake County, Florida, which property is the subject of a replat and is known as Mirror Lake Village Phase II; and

WHEREAS, as part of the final plat for Mirror Lake Village Phase II the owner/developer is granting the City of Fruitland Park utility easements that benefit the City and the development; and

WHEREAS, the City Commission finds it to be in the public interest to terminate the existing easements set forth in the Termination of Easement.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Commission authorizes the Mayor to execute the Termination of Easement, a copy of which is attached hereto.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND RESOLVED this ____ day of _____, 2023, 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 DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

Prepared by and Return to:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, Florida 34711

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT (the "Termination") is made the ____ day of _____, 2023 ("Effective Date") by the **CITY OF FRUITLAND PARK, FLORIDA** hereafter called the "Grantee").

1. The statutory warranty deed dated April 1, 1944 between Charles E. Smith and Caroline E. Smith and Edmund H. Friedrich and Hugo E. Friedrich, recorded May 1, 1944 in Deed Book 218, Page 21 of the Public Records of Lake County, Florida included an easement for water pipe lines as then existing in favor of the Fruitland Park Water Company now owed by the City of Fruitland Park relating to the real property in Lake County, Florida more particularly described in said statutory warranty deed which property is now owned by **PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company.**

2. Resolution 2006-032 recorded December 13, 2006 in Official Records Book 3325 Pages 0233-237, of the Public Records of Lake County, Florida, closed and vacated portions of certain public streets located within the proposed Fruitland Park Estates subdivision, but retained a perpetual, non-exclusive easement over those portions closed and vacated in Section 1 of the Resolution for utility purposes as more particularly described in the Resolution.

3. The City of Fruitland Park is being granted perpetual utility easements as part of and within the property being platted as Mirror Lake Village Phase II, replatting Tract F, Mirror Lake Village, as recorded in Plat Book 88, Pages 92 through 96, Public Records of Lake County, Florida, located in Section 9, Township 19 South, Range 24 East, City of Fruitland Park, Lake County, Florida.

4. The previously granted and retained easements are no longer needed. Therefore the City of Fruitland Park, Florida, hereby terminates the water pipe easements set forth in the foregoing statutory warranty deed described in paragraph 1 above, and the utility easements retained in Resolution 2006-032 described in paragraph 2 above (collectively, the "Easements") and any rights the City of Fruitland Park, Florida has to utilize the real property described in the Easements and any and all other rights which may exist or be associated with the Easements as of the Effective Date written above, and the Easements and any rights shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the City of Fruitland Park has caused this Termination to be

executed in form and manner sufficient to bind the City as of the date indicated hereinabove.

CITY OF FRUITLAND PARK

Witness signature

Chris Cheshire, Mayor

Print Name of Witness

ATTEST:

Witness signature

Esther Coulson, City Clerk

Print Name of Witness

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this ____ day of _____, 2023, by Chris Cheshire, Mayor of the City of Fruitland Park a Florida municipal corporation on behalf of the corporation, who is ☒ personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

LEGAL DESCRIPTION

A REPLATTING OF A PORTION OF TRACT F, MIRROR LAKE VILLAGE, AS RECORDED IN PLAT BOOK 66, PAGES 92 THROUGH 96, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°19'20" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9 FOR A DISTANCE OF 1314.70' FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°40'40" EAST FOR A DISTANCE OF 1653.25' TO THE POINT OF BEGINNING ALSO BEING THE SOUTHWEST CORNER OF TRACT C OF MIRROR LAKE VILLAGE AS RECORDED IN PLAT BOOK 66, PAGES 92 THROUGH 96 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, ALSO BEING THE NORTHERLY LINE OF SAID MIRROR LAKE VILLAGE THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTHERLY LINE; RUN NORTH 89°03'42" WEST FOR A DISTANCE OF 49.10 FEET; THENCE RUN NORTH 81°31'45" WEST FOR A DISTANCE OF 42.56 FEET; THENCE RUN NORTH 89°52'30" WEST FOR A DISTANCE OF 97.52 FEET TO A POINT ON THE EASTERLY LINE OF PLAN OF FRUITLAND PARK AS RECORDED IN PLAT BOOK 3, PAGE 8 OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE EASTERLY LINE OF MIRROR LAKE MANOR AS RECORDED IN PLAT BOOK 23, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE RUN NORTH 29°23'19" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 650.84 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 11, MIRROR LAKE ESTATES AS RECORDED IN PLAT BOOK 23, PAGE 1 OF THE AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°25'16" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 2.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE RUN NORTH 29°53'16" WEST ALONG THE EASTERLY LINE OF SAI LOT 11 FOR A DISTANCE OF 150.98 FEET TO A POINT ON THE NORTH LINE OF TRACT F, OF AFORESAID MIRROR LAKE VILLAGE; THENCE DEPARTING THE AFORESAID EASTERLY LINE OF LOT 11, MIRROR LAKE ESTATES, RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE NORTHERLY LINE OF AFORESAID TRACT F: RUN NORTH 88°46'28" EAST FOR A DISTANCE OF 157.84 FEET; THENCE RUN NORTH 29°18'54" WEST FOR A DISTANCE OF 4.07 FEET; THENCE RUN NORTH 53°12'15" EAST FOR A DISTANCE OF 60.51 FEET; THENCE RUN NORTH 53°04'36" EAST FOR A DISTANCE 206.19 FEET TO THE SOUTHWEST CORNER OF TRACT G OF AFORESAID MIRROR LAKE VILLAGE; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT G; THENCE RUN NORTH 60°42'25" EAST FOR A DISTANCE OF 50.63 FEET; THENCE RUN SOUTH 29°18'53" EAST FOR A DISTANCE OF 147.22 FEET; THENCE RUN NORTH 60°40'10" EAST FOR A DISTANCE OF 92.54 FEET; THENCE RUN NORTH 29°19'50" WEST FOR A DISTANCE OF 147.16 FEET; THENCE RUN NORTH 60°38'53" EAST FOR A DISTANCE OF 240.71 FEET; TO THE SOUTHEAST CORNER OF SAID TRACT G ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ABANDONED ATLANTIC COAST LINE RAILROAD LINE AND POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1936.45 FEET WITH A CHORD BEARING OF SOUTH 29°41'05" EAST AND CHORD DISTANCE OF 64.79 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°55'01" FOR A DISTANCE OF 64.79 FEET TO THE POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 89°07'17" EAST FOR A DISTANCE OF 8.80 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1928.95 WITH A CHORD BEARING OF SOUTH 33°38'46" EAST AND A CHORD DISTANCE OF 192.93; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'59" FOR A DISTANCE OF 193.01; THENCE RUN SOUTH 36°32'08" EAST FOR A DISTANCE OF 432.71 FEET TO THE NORTHEAST CORNER OF AFORESAID MIRROR LAKE VILLAGE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING COURSES ALONG AFORESAID NORTHERLY LINE OF SAID MIRROR LAKE VILLAGE: SOUTH 55°02'38" WEST FOR A DISTANCE OF 120.29 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 625.00 FEET WITH A CHORD BEARING OF NORTH 35°44'45" WEST AND A CHORD DISTANCE OF 17.23 FEET THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°34'46" FOR A DISTANCE OF 17.23 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 53°27'52" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 575.00 FEET WITH A CHORD BEARING OF SOUTH 36°14'24" EAST AND A CHORD DISTANCE OF 5.93 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°35'27" FOR A DISTANCE OF 5.93 FEET TO A POINT OF A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET WITH A CHORD BEARING OF SOUTH 11°39'52" WEST AND A CHORD DISTANCE OF 36.93 FEET THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°13'05" FOR A DISTANCE OF 41.55 FEET TO A NON-TANGENT LINE; THENCE RUN SOUTH 30°43'47" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 59°16'13" WEST FOR A DISTANCE OF 68.03 FEET; THENCE RUN SOUTH 60°40'10" WEST FOR A DISTANCE OF 313.64 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 145.00 FEET WITH A CHORD BEARING OF SOUTH 75°16'12" WEST AND CHORD DISTANCE OF 73.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF A CURVE THROUGH A CENTRAL ANGLE OF 29°12'00" FOR A DISTANCE OF 73.90 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 00°55'58" EAST FOR A DISTANCE OF 120.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.41 ACRES MORE OR LESS.



VICINITY (not to scale)

LEGEND:

- STORM GRATE
- CONCRETE MONUMENT AS NOTED
- CLEANOUT
- ⊙ STORM MANHOLE
- ▢ ELECTRIC BOX/RISER
- ⛑ FIRE HYDRANT
- FOUND MONUMENT AS NOTED
- ▤ MITERED END SECTION
- ▢ PHONE RISER
- SIGN
- ⊙ SANITARY MANHOLE
- ⌵ UTILITY STUB UP
- ⌵ SEWER VALVE
- ⌵ WATER VALVE
- CM CONCRETE MONUMENT
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- R RADIUS
- C CHORD
- CB CHORD BEARING
- DIR DIRECTION
- Δ DELTA
- L LENGTH
- O.R. OFFICIAL RECORDS
- P.B. PLAT BOOK
- PG. PAGE
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- U.E. UTILITY EASEMENT
- CPP CORRUGATED PLASTIC PIPE
- RCP REINFORCED CONCRETE PIPE
- ⊕ 105.00' SPOT ELEVATIONS AND LOCATION
- BW— BURIED WATER LINE
- BFM— BURIED FORCE MAIN
- (M) MEASURED
- (P) PLATTED
- (M&P) MEASURED & PLATTED

SCHEDULE B-II EXCEPTIONS

- EASEMENT FOR WATER PIPE CONTAINED IN WARRANTY DEED RECORDED MAY 1, 1944, IN DEED BOOK 218, PAGE 21, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS A PORTION OF THE SUBJECT PROPERTY, AFFECTED AREA IS SHOWN)
- RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS, AND OTHER MATTERS SHOWN ON THE PLAT OF MIRROR LAKE VILLAGE, AS RECORDED IN PLAT BOOK 66, PAGE(S) 92 THROUGH 96, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION, OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS, OR RESTRICTIONS VIOLATE 42 USC 3604(C) (AFFECTS SUBJECT PROPERTY)
- ORDINANCE NUMBER 87--003 RECORDED MARCH 14, 1988, IN OFFICIAL RECORDS BOOK 956, PAGE 1444, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)
- INTENTIONALLY DELETED
- BLANKET UTILITY EASEMENTS IN FAVOR OF THE CITY OF FRUITLAND PARK AS RETAINED IN RESOLUTION 2006-032 RECORDED DECEMBER 13, 2006, IN OFFICIAL RECORDS BOOK 3325, PAGE 233, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY AS SHOWN)
- DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, RECORDED ON MARCH 16, 2015, IN OFFICIAL RECORDS BOOK 4597, PAGE 557; ASSIGNMENT OF DECLARANT AND DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER DECLARATION RECORDED JANUARY 6, 2016 IN OFFICIAL RECORDS BOOK 4724, PAGE 1921 AND RECORDED JULY 15, 2021 IN OFFICIAL RECORDS BOOK 5752, PAGE 1941; CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION RECORDED AUGUST 2, 2021 IN OFFICIAL RECORDS BOOK 5763, PAGE 796; ASSIGNMENT OF DECLARANT AND DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER DECLARATION RECORDED NOVEMBER 2, 2021, IN OFFICIAL RECORDS BOOK 5828, PAGE 1638, AND ASSIGNMENT OF DECLARANT AND DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER DECLARATION RECORDED ON OCTOBER 29, 2018, IN OFFICIAL RECORDS BOOK 5825, PAGE 2018, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)
- THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN ORDINANCE 2019--001, RECORDED IN OFFICIAL RECORDS BOOK 5311, PAGE 250, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)
- RESOLUTION RECORDED ON OCTOBER 19, 2021, IN OFFICIAL RECORDS BOOK 5817, PAGE 545, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY)

SURVEYOR'S NOTES:

Bearings shown hereon are based on the Westerly line of Tract "F", Mirror Lake Village as being N29°23'19"W . (an assumed bearing for angular designation only)

The legal description hereon is in accord with the description provided by the client.

There may be easements and restrictions of record and/or private agreements not furnished to this surveyor or shown on this boundary survey that may affect property rights and/or land use rights of the subject property.

This survey was performed with the benefit of a Title Insurance Commitment, prepared by Commonwealth Land Title Insurance Company, Commitment number 9040734, effective date 09/14/2021 at: 5:00 PM; Revision #1 09--20--2021. and Property Information Report prepared by First American Title Insurance Company FATIC File No. 2037--6290381 through December 19,2022 at 8:00A.M. REV1-- Revised January 17, 2023.

There may be environmental issues and/or other matters regulated by various departments of federal, state or local governments affecting the subject property not shown on this survey.

This survey was performed for the sole and exclusive benefit of the entities listed hereon and shall not be relied upon by any other entity or individual whomsoever.

Adjoining parcel owner and recording information delineated hereon was obtained from the Lake County Property Appraiser's public access system.

This survey is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Unless otherwise noted or shown hereon, apparent and/or visible, unobstructed, above ground improvements were located. Underground improvements, such as foundations and utilities, were not located, unless noted otherwise.

Underground utilities shown hereon were located and marked by the individual utility companies. This surveyor only shows these above ground markings as field located and is not responsible for inaccurate and/or possible utilities not shown.

Unless otherwise noted or shown hereon, there are no apparent and/or unobstructed, above ground encroachments. The disposition of any potential encroaching improvements shown are beyond the professional purview of the surveyor and subject to legal interpretation.

Subject property shown hereon is in Zone X, area of minimal flood hazard, according to Flood Insurance Rate Map panel number 12069C0306E, map revised 12/18/2012. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

Elevations shown hereon are based on City of Leesburg Datum, Benchmark number LE16, elevation being 137.00. North American Vertical Datum 1988

We hereby certify that the lands shown hereon and the adjacent parcels of land, where they share a common boundary line, are contiguous with no gaps, gores, hiatus, or overlaps.

There are no platted setback or building restriction lines which have been recorded in subdivision plats and no record documents have been delivered to surveyor for said lines.

There are no buildings on the property, no addresses posted.

There is no observed evidence of cemeteries and burial grounds on the property.

There is no observable evidence of earth moving works, building construction, or additions within recent months.

There is no observed evidence of changes in street right-of-way lines either completed or proposed and recent street or sidewalk construction or repairs.

There is no observable evidence of the site being used as a solid waste dump, sump or sanitary landfill.

CERTIFIED TO:

COMMONWEALTH LAND TITLE INSURANCE COMPANY
GSL HOLDINGS I LLC
FRUITLAND PARK, LLC
COBB COLE, PA
PARK SQUARE ENTERPRISES, LLC
LOWNDES, DROSICK, DOSTER, KANTOR & REED, P.A.
FLAGSTAR BANK
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11(b), 16 & 17 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON 8/12/2021.

SIGNATURE_____

JAMES L. RICKMAN, FLORIDA LICENSED SURVEYOR AND MAPPER #5633
FOR THE LICENSED FIRM OF ALLEN & COMPANY, LICENSED BUSINESS #6723



SURVEYING • MAPPING
GEOSPATIAL SERVICES

www.allen-company.com

LICENSED BUSINESS #6723
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356

BOUNDARY & TOPOGRAPHIC SURVEY
OF
TRACT "F"
MIRROR LAKE VILLAGE
SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

DATE	REVISIONS
3/17/23	title update
12/20/21	update certs
10/15/21	add line update certs

JOB # _____ 20210767
DATE: _____ 5/26/2021
SCALE: _____ 1" = 50'
CALC BY: _____ DY
FIELD BY: _____ ACH
DRAWN BY: _____ DY/CDK
CHECKED BY: _____ MR

SHEET 1 OF 2

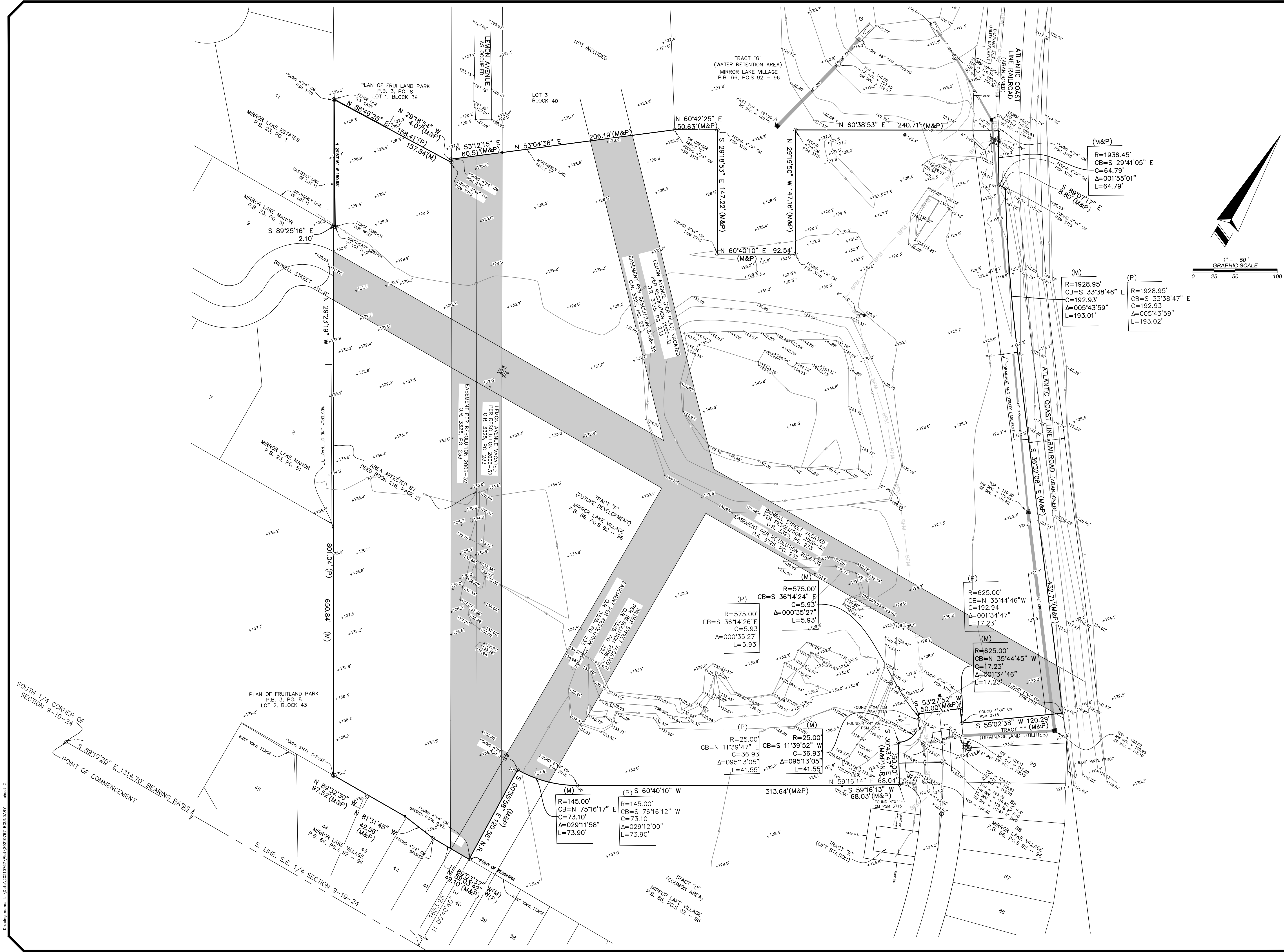


BOUNDARY & TOPOGRAPHIC SURVEY
OF
TRACT "F"
MIRROR LAKE VILLAGE
SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

FOR:

[illegible]

B # _____ 20210767
TE: _____ 5/26/2021
SCALE: _____ 1" = 50'
CL BY: _____ DY
LD BY: _____ ACH
AWN BY: _____ DY/CDK
CHECKED BY: _____ MR



The Villages® DAILY SUN

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

Before the undersigned authority personally appeared

ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #1137773**

in the matter of **NOTICE OF PUBLIC HEARING** was published in said newspaper in the issue(s) of

July 13, 2023

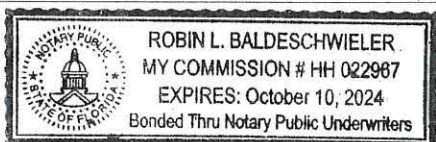
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, 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 13
day July 2023.

Robin Baldeschwieler, Notary

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



Attach Notice Here

NOTICE OF PUBLIC HEARING RESOLUTION 2023-041

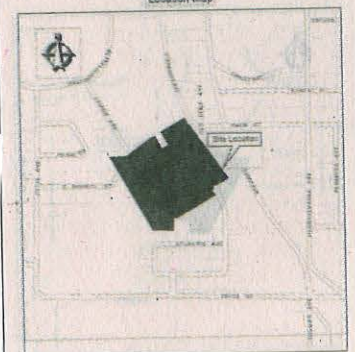
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE TERMINATION OF EASEMENT RELATING TO UTILITY EASEMENTS NO LONGER NEEDED WITHIN MIRROR LAKE VILLAGE PHASE II, A REPLAT OF TRACT F, MIRROR LAKE VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE TERMINATION OF EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolution will be considered at the following public meetings:

Fruitland Park Planning & Zoning Board Meeting on July 20, 2023 at 6:00 p.m.
Fruitland Park City Commission Hearing on July 27, 2023 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Resolution and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed Resolution.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#01137773

July 13, 2023

The Villages® DAILY SUN

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

Before the undersigned authority personally appeared

ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad #1137776

in the matter of **NOTICE OF PUBLIC HEARING** was published in said newspaper in the issue(s) of

July 17, 2023

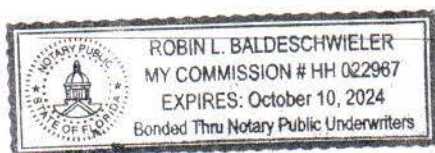
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(Signature Of Affiant)

Sworn to and subscribed before me this 17
day July 2023.

Robin Baldeschwieler
Robin Baldeschwieler, Notary

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



Attach Notice Here

NOTICE OF PUBLIC HEARING RESOLUTION 2023-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE TERMINATION OF EASEMENT RELATING TO UTILITY EASEMENTS NO LONGER NEEDED WITHIN MIRROR LAKE VILLAGE PHASE II, A REPLAT OF TRACT F, MIRROR LAKE VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE TERMINATION OF EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

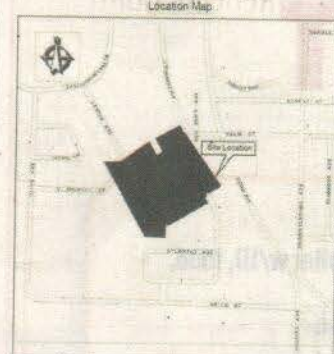
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#01137776

July 17, 2023

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

ITEM TITLE: **Public Hearing – Resolution 2023-042 Mirror Lake Village Phase II Final Plat - Petitioner: Park Square Enterprises LLC**

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Monday, July 17, 2023

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: **Resolution 2023-042 Mirror Lake Village Phase II Final Plat** – The property has a future land use designation of Single-Family Medium Density, is zoned PUD and is approximately 14.14+ acres located east of Olive Avenue, southeast of Mirror Lake and Lemon Avenue, north of Mirror Lake Village Phase I and east of South Dixie Avenue. The final plat approval is for 76 single-family residential lots and tracts for future development. The owner has submitted applications for termination of an existing utility easement, in addition to a final plat. The order of approval should be termination of the easement first, before final plat approval at the same meeting.

FUNDS BUDGETED: None

ATTACHMENTS: Proposed resolution, aerial location map, proposed final plat, maintenance bond, city attorney comments, and advertising affidavit.

RECOMMENDATION: The Planning and Zoning (P&Z) Board approved Resolution 2023-042 at its July 20, 2023 meeting. The title opinion for the property will need to be updated with an effective date that is within 30 days of plat recording.

ACTION: **Adopt Resolution 2023-042.**

RESOLUTION 2023-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING FINAL PLAT APPROVAL OF MIRROR LAKE VILLAGE PHASE II GENERALLY LOCATED EAST OF OLIVE AVENUE, SOUTHEAST OF MIRROR LAKE AND LEMON AVENUE, NORTH OF MIRROR LAKE VILLAGE PHASE I AND EAST OF S. DIXIE AVENUE, FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for final plat approval of Mirror Lake Village Phase II consisting of 76 single family residential lots and tracts for future development; and

WHEREAS, the subject property consisting of 14.14 +/- acres is zoned PUD (Residential) and has a future land use of Single Family Medium Density; and

WHEREAS, the Planning and Zoning Board and the City Commission have considered the application in accordance with Sec. 157.060(d) of the City of Fruitland Park Land Development Code and made recommendation to the City Commission; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the procedures for granting final plat approval set forth in Sec. 157.060(d) of the City of Fruitland Park Land Development Code; and

WHEREAS, the City Commission finds that the Final Plat for Mirror Lake Village Phase II is in compliance with the City's land development regulations.

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

Section 1. Granting of Final Plat Approval.

Approval of the Final Plat for Mirror Lake Village Phase II, a copy of which is attached hereto, is **GRANTED subject to approval from engineering.**

Section 2. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED this ____ day of _____, 2023, 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 DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

MIRROR LAKE VILLAGE - PHASE II

SITE DEVELOPMENT PLANS

ATLANTIC AVE
FRUITLAND PARK, FL 34731

PID: 09-19-24-1400-00F-00000

LEGAL DESCRIPTION

DEVELOPMENT SITE
TRACT 15, MIRROR LAKE VILLAGE, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 66, PAGES 92 THROUGH 96 OF THE PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA
STORMWATER RETENTION AREA
TRACT 30, MIRROR LAKE VILLAGE, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 66, PAGES 92 THROUGH 96 OF THE PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA

UTILITY PROVIDERS

WATER:

CITY OF FRUITLAND PARK
508 W BERCKMAN STREET
FRUITLAND PARK, FL 34731
PHONE: (352) 360-6727

WASTEWATER:

CITY OF FRUITLAND PARK
508 W BERCKMAN STREET
FRUITLAND PARK, FL 34731
PHONE: (352) 360-6727

ELECTRIC:

CITY OF LEEBSBURG
LEEBSBURG ELECTRIC DEPARTMENT
2010 GRIFFIN RD
LEEBSBURG, FL 34748
PHONE: (352) 728-6800

GAS:

CITY OF LEEBSBURG
NATURAL GAS DEPARTMENT
308 S 8TH ST
LEEBSBURG, FL 34748
PHONE: (352) 728-6800

PROJECT TEAM

OWNER:

PARK SQUARE ENTERPRISES, LLC
5200 VINELAND RD #200
PHONE: 407-629-3043
CONTACT: DANIEL ARNETTE

CIVIL ENGINEER:

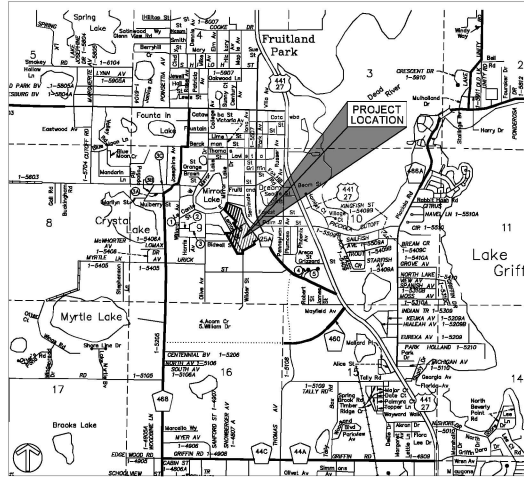
KPM FRANKLIN, INC.
6300 HAZELTINE NATIONAL DRIVE,
STE. 118 ORLANDO, FL 32822
PHONE: 407-664-4456
CONTACT: DUSTIN BRINKMAN, P.E.

GEOTECHNICAL:

ANDREYEV ENGINEERING, INC.
4055 ST. JOHN'S PARKWAY
SANFORD, FL 32771
PHONE: 407-330-7763
CONTACT: RAY JONES, P.E.

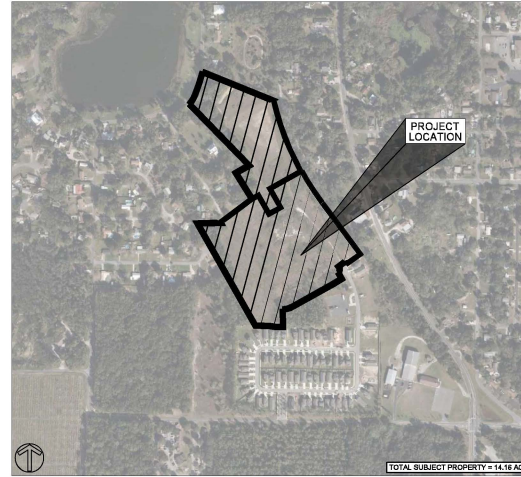
SURVEYOR:

ALLEN & COMPANY
18 E PLANT STREET, WINTER GARDEN,
FL 34787
PHONE: 407-854-5355
CONTACT: JAMES L. RICKMAN, P.S.M.



VICINITY MAP

SCALE: 1" = 2000'



AERIAL MAP

SCALE: 1" = 400'

SHEET INDEX

SHEET	TITLE	REV	DATE
C0.0	COVER SHEET		
V1	BOUNDARY AND TOPOGRAPHIC SURVEY		
V2	BOUNDARY AND TOPOGRAPHIC SURVEY		
V3	BOUNDARY AND TOPOGRAPHIC SURVEY		
V4	TREE SURVEY		
V5	TREE SURVEY		
V6	TREE SURVEY		
C0.1	GENERAL NOTES		
C0.2	DEMOLITION & EROSION CONTROL PLAN		
C0.3	DEMOLITION & EROSION CONTROL PLAN	1	04/06/22
C1.0	OVERALL SITE PLAN	1	04/06/22
C1.1	SITE GEOMETRY PLAN	1	04/06/22
C2.0	GRADING & DRAINAGE PLAN		
C2.1	OFFSITE GRADING & DRAINAGE PLAN	1	04/06/22
C2.2	GRADING CROSS SECTIONS	1	04/06/22
C3.0	UTILITY PLAN	1	04/06/22
C4.0	PLAN & PROFILE		
C4.1	PLAN & PROFILE	1	04/06/22
C4.2	PLAN & PROFILE		
C4.3	PLAN & PROFILE		
C4.4	PLAN & PROFILE	1	04/06/22
C5.0	GENERAL DETAILS	1	04/06/22
C5.1	CITY ENGINEERING DETAILS		
C5.2	CITY UTILITY DETAILS		
C5.3	CITY UTILITY DETAILS		
C5.4	CITY UTILITY DETAILS		

NOT FOR CONSTRUCTION

PREPARED FOR:



PREPARED BY:

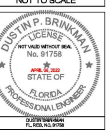


REVISION	DATE	DESCRIPTION
1	04/06/22	SECOND PERMIT SUBMITTAL
2	04/06/22	STATUS: 100% DESIGN & PERMITTING DOCUMENTS

REVISION	DATE	DESCRIPTION
1	04/06/22	STATUS: 100% DESIGN & PERMITTING DOCUMENTS

REVISION	DATE	DESCRIPTION
1	04/06/22	STATUS: 100% DESIGN & PERMITTING DOCUMENTS

CAUTION
IF THIS SCALE BAR
DOES NOT MEASURE 1"
THE DOCUMENT IS
NOT TO SCALE



PROJECT NO.	21-0028.000
DRAWN	DB
CHECKED	CS/UG
DATE	04/06/22



Aerial Location Map – Mirror Lake Phase II

MIRROR LAKE VILLAGE PHASE II

REPLATTING A PORTION OF TRACT F, MIRROR LAKE VILLAGE, AS RECORDED IN PLAT BOOK 66, PAGES 92 THROUGH 96, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

A REPLATTING OF A PORTION OF TRACT F, MIRROR LAKE VILLAGE, AS RECORDED IN PLAT BOOK 66, PAGES 92 THROUGH 96, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°19'20" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9 FOR A DISTANCE OF 1314.70' FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°40'40" EAST FOR A DISTANCE OF 1653.25' TO THE POINT OF BEGINNING ALSO BEING THE SOUTHWEST CORNER OF TRACT C OF MIRROR LAKE VILLAGE AS RECORDED IN PLAT BOOK 66, PAGES 92 THROUGH 96 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, ALSO BEING THE NORTHERLY LINE OF SAID MIRROR LAKE VILLAGE THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTHERLY LINE; RUN NORTH 89°03'42" WEST FOR A DISTANCE OF 49.10 FEET; THENCE RUN NORTH 81°31'43" WEST FOR A DISTANCE OF 42.56 FEET; THENCE RUN NORTH 89°32'30" WEST FOR A DISTANCE OF 97.52 FEET TO A POINT ON THE EASTERLY LINE OF PLAN OF FRUITLAND PARK AS RECORDED IN PLAT BOOK 3, PAGE 8 OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE EASTERLY LINE OF MIRROR LAKE MANOR AS RECORDED IN PLAT BOOK 23, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE RUN NORTH 29°23'19" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 650.84 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 11, MIRROR LAKE ESTATES AS RECORDED IN PLAT BOOK 23, PAGE 1 OF THE AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°25'16" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 2.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE RUN NORTH 29°53'16" WEST ALONG THE EASTERLY LINE OF SAID LOT 11 FOR A DISTANCE OF 150.98 FEET TO A POINT ON THE NORTH LINE OF TRACT F, OF AFORESAID MIRROR LAKE VILLAGE; THENCE DEPARTING THE AFORESAID EASTERLY LINE OF LOT 11, MIRROR LAKE ESTATES, RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE NORTHERLY LINE OF AFORESAID TRACT F: RUN NORTH 88°46'28" EAST FOR A DISTANCE OF 157.84 FEET; THENCE RUN NORTH 29°18'54" WEST FOR A DISTANCE OF 4.07 FEET; THENCE RUN NORTH 53°12'15" EAST FOR A DISTANCE OF 60.51 FEET; THENCE RUN NORTH 53°04'36" EAST FOR A DISTANCE OF 206.19 FEET TO THE SOUTHWEST CORNER OF TRACT G OF AFORESAID MIRROR LAKE VILLAGE; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT G; THENCE RUN NORTH 60°42'25" EAST FOR A DISTANCE OF 50.63 FEET; THENCE RUN SOUTH 29°18'53" EAST FOR A DISTANCE OF 147.22 FEET; THENCE RUN NORTH 60°40'10" EAST FOR A DISTANCE OF 92.54 FEET; THENCE RUN NORTH 29°19'50" WEST FOR A DISTANCE OF 147.16 FEET; THENCE RUN NORTH 60°38'53" EAST FOR A DISTANCE OF 240.71 FEET; TO THE SOUTHEAST CORNER OF SAID TRACT G ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ABANDONED ATLANTIC COAST LINE RAILROAD LINE AND POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1936.45 FEET WITH A CHORD BEARING OF SOUTH 29°41'05" EAST AND CHORD DISTANCE OF 64.79 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°55'01" FOR A DISTANCE OF 64.79 FEET TO THE POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 89°07'17" EAST FOR A DISTANCE OF 8.80 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1928.95 WITH A CHORD BEARING OF SOUTH 33°38'46" EAST AND A CHORD DISTANCE OF 192.93; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'59" FOR A DISTANCE OF 193.01; THENCE RUN SOUTH 36°32'08" EAST FOR A DISTANCE OF 432.71 FEET TO THE NORTHEAST CORNER OF AFORESAID MIRROR LAKE VILLAGE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING COURSES ALONG AFORESAID NORTHERLY LINE OF SAID MIRROR LAKE VILLAGE: SOUTH 55°02'38" WEST FOR A DISTANCE OF 120.29 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 625.00 FEET WITH A CHORD BEARING OF NORTH 35°44'45" WEST AND A CHORD DISTANCE OF 17.23 FEET THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°34'46" FOR A DISTANCE OF 17.23 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 53°27'52" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 575.00 FEET WITH A CHORD BEARING OF SOUTH 36°14'24" EAST AND A CHORD DISTANCE OF 5.93 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°35'27" FOR A DISTANCE OF 5.93 FEET TO A POINT OF A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET WITH A CHORD BEARING OF SOUTH 11°39'52" WEST AND A CHORD DISTANCE OF 36.93 FEET THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°13'05" FOR A DISTANCE OF 41.55 FEET TO A NON-TANGENT LINE; THENCE RUN SOUTH 30°43'47" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 59°16'13" WEST FOR A DISTANCE OF 68.03 FEET; THENCE RUN SOUTH 60°40'10" WEST FOR A DISTANCE OF 313.64 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 145.00 FEET WITH A CHORD BEARING OF SOUTH 75°16'12" WEST AND CHORD DISTANCE OF 73.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF A CURVE THROUGH A CENTRAL ANGLE OF 29°12'00" FOR A DISTANCE OF 73.90 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 00°55'58" EAST FOR A DISTANCE OF 120.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.41 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9-19-24 BEING AN ASSUMED BEARING OF NORTH 89°19'20" WEST. THE GRID BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1990 (NAD-83-2011), FLORIDA EAST ZONE,
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION,INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- NO CONSTRUCTION, TREES OR SHRUBS WILL BE PLACED IN EASEMENTS OR RIGHT-OF-WAY WITHOUT APPROVAL FROM THE CITY OF FRUITLAND PARK.
- INDIVIDUAL LOT PURCHASERS SHALL BE REQUIRED TO COMPLY WITH ALL LANDSCAPE MAINTENANCE REQUIREMENTS AS SET FORTH IN SECTION 9.01, LAND DEVELOPMENT REGULATIONS.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1983 (NAVD83).
- TRACTS OS-1 AND OS-2 (OPEN SPACE) SHALL BE OWNED AND MAINTAINED BY MIRROR LAKE VILLAGE HOMEOWNERS ASSOCIATION, INC. (THE ASSOCIATION)
- THE LANDS SHOWN HEREON ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MIRROR LAKE VILLAGE, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 4597, PAGES 557 THROUGH 623 AND ANY AMENDMENTS AND/OR SUPPLEMENTS THERETO.
- THE RETAINING WALL, FENCE EASEMENTS AND WALL EASEMENTS SHOWN HEREON ARE DEDICATED TO AND MAINTAINED BY THE ASSOCIATION.
- ALL LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177 REQUIREMENTS.
- PERMANENT CONTROL POINT (PCP) WILL BE SET IN ACCORDANCE WITH CHAPTER 177 REQUIREMENTS.
- MORTGAGEE JOINDER/ CONSENT WILL BE RECORDED BY SEPARATE INSTRUMENT.
- PROPERTY INFORMATION REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FATIC FILE NO. 2037-6290381 THROUGH DECEMBER 19,2022 AT 8:00A.M. REV1- REVISED JANUARY 17, 2023.

RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS, AND OTHER MATTERS SHOWN ON THE PLAT OF MIRROR LAKE VILLAGE, AS RECORDED IN PLAT BOOK 66, PAGE(S) 92 THROUGH 96, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION, OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS, OR RESTRICTIONS VIOLATE 42 USC 3604(C) (AFFECTS SUBJECT PROPERTY)

ORDINANCE NUMBER 87-003 RECORDED MARCH 14, 1988, IN OFFICIAL RECORDS BOOK 956, PAGE 1444, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, RECORDED ON MARCH 16, 2015, IN OFFICIAL RECORDS BOOK 4597, PAGE 557; ASSIGNMENT OF DECLARANT AND DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER DECLARATION RECORDED JANUARY 6, 2016 IN OFFICIAL RECORDS BOOK 4724, PAGE 1921 AND RECORDED JULY 15, 2021 IN OFFICIAL RECORDS BOOK 5752, PAGE 1941; CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION RECORDED AUGUST 2, 2021 IN OFFICIAL RECORDS BOOK 5763, PAGE 796; ASSIGNMENT OF DECLARANT AND DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER DECLARATION RECORDED NOVEMBER 2, 2021, IN OFFICIAL RECORDS BOOK 5828, PAGE 1638, AND ASSIGNMENT OF DECLARANT AND DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER DECLARATION RECORDED ON OCTOBER 29, 2018, IN OFFICIAL RECORDS BOOK 5825, PAGE 2018, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN ORDINANCE 2019-001, RECORDED IN OFFICIAL RECORDS BOOK 5311, PAGE 250, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, THERE ARE NO PLOTTABLE EASEMENTS)

RESOLUTION RECORDED ON OCTOBER 19, 2021, IN OFFICIAL RECORDS BOOK 5817, PAGE 545, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY)

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LAKE COUNTY.

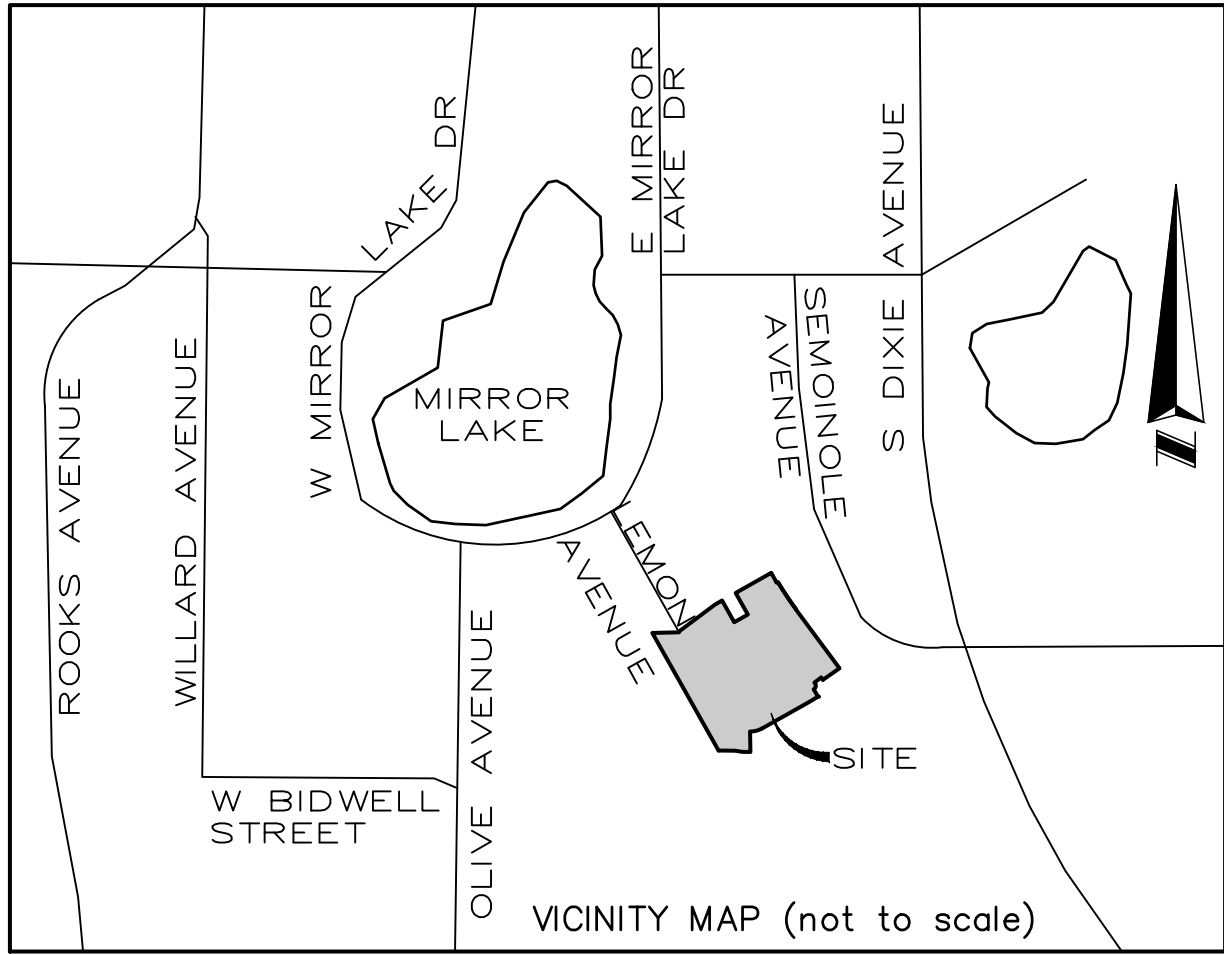
LEGEND OF SYMBOLS AND ABBREVIATIONS:

- SET 4" X 4" CONCRETE MONUMENT
- STAMPED P.R.M. LB 6723 PERMANENT REFERENCE MONUMENT (P.R.M.)
- SET NAIL AND DISK, STAMPED P.C.P. 6723 PERMANENT CONTROL POINT (P.C.P.)
- LB LICENSED BUSINESS
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.R. NON RADIAL
- N.T. NON TANGENT
- CL CENTERLINE
- D.U.E. DRAINAGE & UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- P.B. PLAT BOOK
- PGS. PAGES
- CCR# CERTIFIED CORNER RECORD
- R/W RIGHT-OF-WAY
- W.R.A. WATER RETENTION AREA
- F.E. FENCE EASEMENT
- W.E. WALL EASEMENT
- NO ID NO IDENTIFICATION
- (O.A.) OVERALL
- FENCE AND WALL EASEMENT

SHEET INDEX

- SHEET 1 OF 2 - LEGAL DESCRIPTION, DEDICATION, LEGEND & NOTES
SHEET 2 OF 2 - BOUNDARY INFORMATION, CENTERLINE, TRACT & LOT GEOMETRY

SHEET 1 OF 2



VICINITY MAP (not to scale)

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY, THAT ON _____ THE FORGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND PARK, FLORIDA

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

CITY ATTORNEY

CERTIFICATE OF APPROVAL BY CITY COMMISSION

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COMMISSION OF FRUITLAND PARK FOR RECORD AND THE DEDICATION OF STREETS AND EASEMENTS IS ACCEPTED FOR MUNICIPAL PURPOSES OF SAID CITY ON THE ____ DAY OF _____ 2023, PROVIDED THAT IT IS RECORDED IN THE OFFICE OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN 90 DAYS FROM THE DATE OF APPROVAL BY SAID CITY COMMISSION, CITY OF FRUITLAND PARK, FLORIDA.

ATTEST: CITY CLERK BY: MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

CITY ATTORNEY

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS FOR THIS COUNTY.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT I THE UNDERSIGNED, BEING A LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT ON 5/26/2021, I COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED AND WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND EACH P.C.P WILL BE SET AS SHOWN THEREON; AND THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.

BY: _____ DATE: _____

JAMES L. RICKMAN P.S.M. # 5633
ALLEN & COMPANY
LICENSED BUSINESS # 6723
16 EAST PLANT STREET,
WINTER GARDEN, FLORIDA 34787

PLAT BOOK _____ PAGE _____

MIRROR LAKE VILLAGE PHASE II DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY BEING THE OWNER IN FEE SIMPLE OF ALL THE LANDS DESCRIBED AND PLATTED HEREIN AS MIRROR LAKE VILLAGE PHASE 2, BEING IN THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON DOES HEREBY DEDICATE AS FOLLOWS:

ALL STREETS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT (ATLANTIC AVENUE, LEMON AVENUE AND DUCKWEED AVENUE) ARE DEDICATED IN PERPETUITY TO THE CITY OF FRUITLAND PARK FOR THE USE AND BENEFIT OF THE PUBLIC FOR PROPER PURPOSES.

TRACTS OS-1 AND OS-2, (OPEN SPACE) ARE DEDICATED TO AND MAINTAINED BY MIRROR LAKE VILLAGE HOMEOWNERS ASSOCIATION, INC.

THE DRAINAGE EASEMENTS AS SHOWN ARE DEDICATED IN PERPETUITY FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF MIRROR LAKE VILLAGE HOMEOWNERS ASSOCIATION, INC. FRONT YARD DRAINAGE EASEMENTS ARE SUBJECT TO THE RIGHT OF EACH LOT TO HAVE A DRIVEWAY FOR INGRESS/ EGRESS AS APPROVED BY THE CITY.

THE UTILITY EASEMENTS SHOWN ARE DEDICATED IN PERPETUITY TO THE CITY OF FRUITLAND PARK FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UTILITIES BY ANY UTILITY PROVIDER, INCLUDING CABLE TELEVISION SERVICES, IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY THE CITY COMMISSION OF FRUITLAND PARK.

IN WITNESS WHEREOF, PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS EXECUTED THIS DEDICATION IN THE MANNER PROVIDED BY LAW _____, 2023.

SIGNED AND SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

SIGNATURE _____ OWNER: PARK SQUARE ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME

SIGNATURE _____
PRINTED NAME _____ RANDY JONES
VICE PRESIDENT OF LAND DEVELOPMENT

ACKNOWLEDGMENT

STATE OF FLORIDA, COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023,

BY RANDY JONES, VICE PRESIDENT OF LAND DEVELOPMENT OF PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC

PRINTED NAME: _____

COMMISSION NO.: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING BOARD

THIS IS TO CERTIFY, THAT ON _____ 2023, THE FOREGOING PLAT WAS OFFICIALLY APPROVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.

EXAMINED AND APPROVED:

SIGNATURE _____ TITLE: _____

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081 FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING FLORIDA STATUTES. AND FIND SAID PLAT COMPLIES WITH THE REQUIREMENTS OF THAT CHAPTER, PROVIDED HOWEVER THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE _____ DATE _____ REGISTRATION NO. _____

CERTIFICATE OF COUNTY CLERK

I, CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF SUBDIVISION AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF LAWS OF FLORIDA CH. 177. THIS PLAT FILED FOR RECORD THIS ____ DAY OF _____ 2023, AND RECORDED ON PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA.

BY: _____
CLERK OF CIRCUIT COURT, LAKE COUNTY, FLORIDA

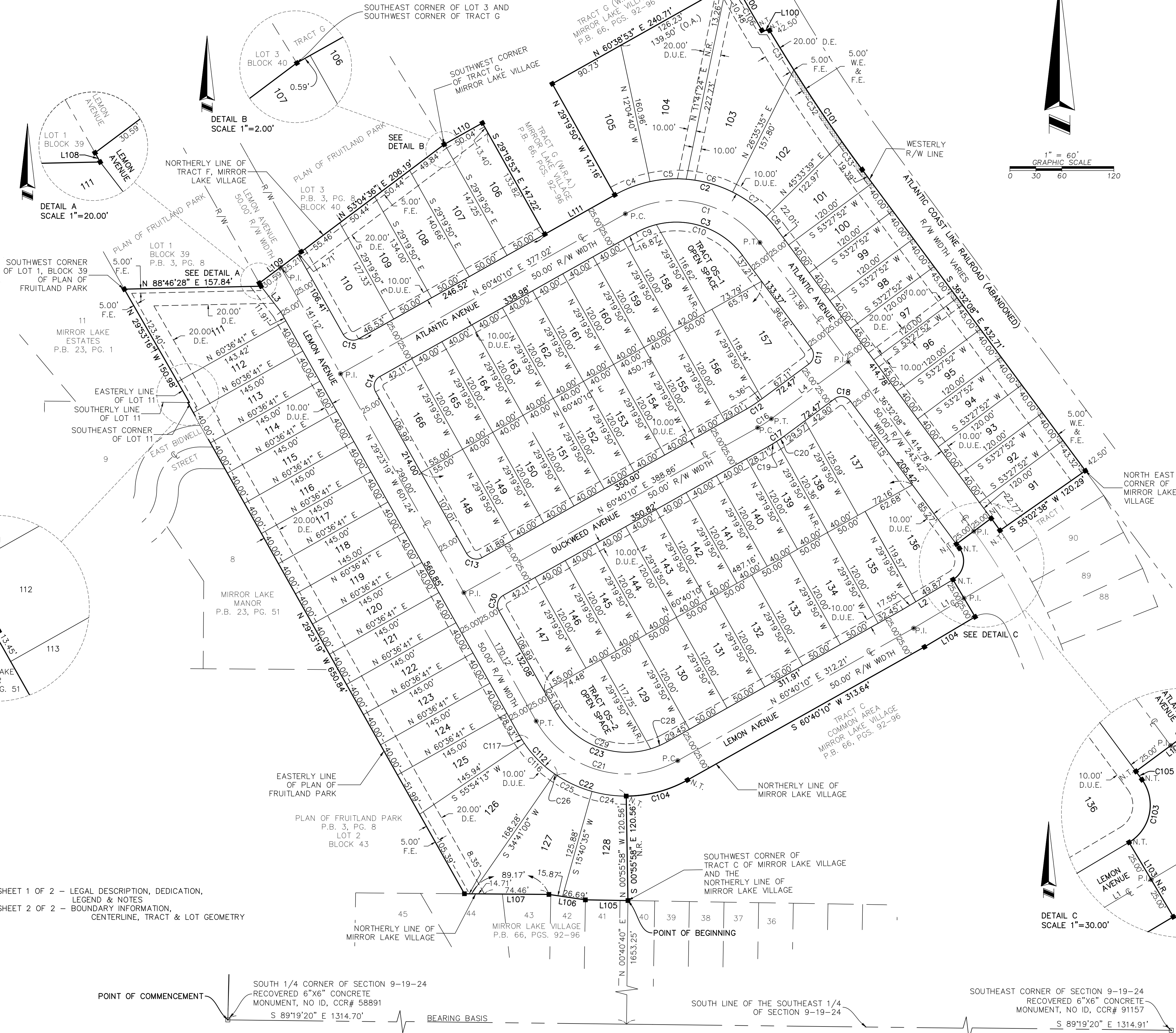
MIRROR LAKE VILLAGE PHASE II

REPLATTING A PORTION OF TRACT F, MIRROR LAKE VILLAGE, AS RECORDED IN PLAT BOOK 66, PAGES 92 THROUGH 96, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

SHEET 2 OF 2

PLAT BOOK ____ PAGE ____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°16'13"E	120.01'
L2	N59°16'13"E	67.42'
L3	N37°36'31"W	37.36'
L4	N53°27'52"E	110.47'
L100	S89°07'17"E	8.80'
L101	S53°27'52"W	50.00'
L103	S30°43'47"E	50.00'
L104	S59°16'13"W	68.03'
L105	N89°03'42"W	49.10'
L106	N81°31'45"W	42.56'
L107	N89°32'30"W	97.52'
L108	N29°18'54"W	4.07'
L109	N53°12'15"E	60.51'
L110	N60°42'25"E	50.63'
L111	N60°40'10"E	92.54'



CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C1	120.00'	N77°55'59"W	158.71'	082°47'42"
C2	145.00'	N77°55'59"W	191.77'	082°47'37"
C3	95.00'	N77°55'59"W	125.64'	082°47'42"
C4	145.00'	S69°17'47"W	43.49'	017°15'05"
C5	145.00'	S86°13'13"W	41.85'	016°35'46"
C6	145.00'	N74°26'40"W	55.52'	022°04'29"
C7	145.00'	N53°55'23"W	47.78'	018°58'04"
C8	145.00'	N40°29'15"W	19.99'	007°54'13"
C9	95.00'	S68°20'14"W	25.35'	015°20'09"
C10	95.00'	N70°15'55"W	105.50'	067°27'33"
C11	13.00'	N08°27'52"E	18.38'	090°00'00"
C12	125.00'	N57°04'01"E	15.71'	007°12'18"
C13	13.00'	S74°21'35"E	18.38'	089°56'31"
C14	13.00'	S15°38'25"W	18.39'	090°03'29"
C15	13.00'	S74°21'35"E	18.38'	089°56'31"
C16	150.00'	N57°04'01"E	18.85'	007°12'18"
C17	175.00'	N57°04'01"E	21.99'	007°12'18"
C18	13.00'	N81°32'08"W	18.38'	090°00'00"
C19	175.00'	N58°49'14"E	11.29'	003°41'52"
C20	120.00'	S74°21'34"E	169.62'	089°56'31"
C21	145.00'	S73°26'22"E	83.29'	033°22'52"
C22	95.00'	S74°21'35"E	134.28'	089°56'31"
C23	145.00'	S82°13'36"E	39.88'	015°48'23"
C24	145.00'	S65°32'10"E	44.30'	017°34'29"
C25	135.00'	S56°01'58"E	3.37'	001°25'55"
C26	95.00'	N66°54'55"E	20.67'	012°29'29"
C27	95.00'	S68°06'50"E	118.86'	077°27'02"
C28	13.00'	S15°38'25"W	18.39'	090°03'29"
C29	1928.95'	S31°34'23"E	53.41'	001°35'12"
C30	1928.95'	S33°51'13"E	100.13'	002°58'28"
C31	1928.95'	S35°55'37"E	39.46'	001°10'20"
C32	1936.45'	S29°41'05"E	64.79'	001°55'01"
C33	1928.95'	S33°38'46"E	192.93'	005°43'59"
C34	625.00'	N35°44'45"W	17.23'	001°34'46"
C35	25.00'	S11°39'52"W	36.93'	095°13'05"
C36	145.00'	S75°16'12"W	73.10'	029°12'00"
C37	575.00'	S36°14'24"E	5.93'	000°35'27"
C38	1650.23'	N28°49'34"W	3.23'	000°06'44"
C39	135.00'	S43°04'17"E	63.86'	027°21'37"
C40	135.00'	S44°42'24"E	49.71'	021°13'13"
C41	135.00'	S31°44'33"E	11.09'	004°42'28"



ALLEN & COMPANY
Founded in 1988

**SURVEYING • MAPPING
GEOSPATIAL SERVICES**
www.allen-company.com
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16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356



Bond No. CMS0353168

MAINTENANCE BOND
City of Fruitland Park, Florida

KNOW ALL MEN BY THESE PRESENTS, That we, **Park Square Enterprises, LLC**, as Principal, and RLI Insurance Company, authorized to do business in the State of Florida, hereinafter referred to as "Surety", are held and firmly bound unto the CITY OF FRUITLAND PARK, Florida, hereinafter referred to as "CITY" in the sum of **four hundred eighty-seven thousand nineteen and 00/100 (\$487,019.00)**, for the payment of which we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has constructed certain improvements for the project named: **Mirror Lake Village Phase II**, including sewer main line, sewer lines and facilities, storm, lift station, water lines and facilities, roadway, pavement marking and signage, and miscellaneous improvements as more particularly set forth on the Cost Estimate prepared by **KPM Franklin** attached hereto as Exhibit A.

WHEREAS, pursuant to the City of Fruitland Park Code, the aforesaid improvements were made pursuant to certain plans and specifications dated **June 15th, 2022**, filed with the CITY;

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from the date of recording the Plat of **Mirror Lake Village Phase II** in the public records of Lake County, Florida;

NOW, THEREFORE, the condition of this obligation is such that PRINCIPAL shall promptly and faithfully protect the CITY against any defects and correct any defects resulting from faulty materials or faulty workmanship of the aforesaid improvements, shall maintain said improvements, and shall correct, repair and otherwise maintain said improvements for a period of two (2) years from the date of recording the Plat of **Mirror Lake Village Phase II** in the public records of Lake County, Florida;

The CITY shall notify PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default with forthwith correct such defect or defects, perform the required maintenance and pay all CITY costs related hereto, including but not limited to, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs. Should the SURETY fail to refuse to correct said defects or perform the required

maintenance, the CITY in view of the public interest, health, safety and welfare factors involved, and the consideration in approving and filing the said development, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the CITY, at its option, shall have the right (1) to correct said defects and/or (2) to perform the required maintenance in case the PRINCIPAL and/or SURETY shall fail or refused to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and SURETY, shall be jointly and severally obligated hereunder to reimburse the CITY the total costs thereof, including but not limited to, construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to correct said defects or maintain said improvements.

ADDRESSES FOR NOTICE ARE AS PROVIDED BELOW:

City Manager
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, Florida 34731

PRINCIPAL:

Park Square Enterprises, LLC
5200 Vineland Road, Suite 200
Orlando, Florida 32811

SURETY:

RLI Insurance Company
9025 N. Lindbergh Dr.
Peoria, IL 61615

IN WITNESS THEREOF, the PRINCIPAL and SURETY have Signed and Sealed this bond this 30th day of June, 2023.

PRINCIPAL: Park Square Enterprises, LLC

BY: [Signature]

NAME: Suresh Gupta

TITLE: Manager

SURETY: RLI Insurance Company

BY: [Signature]

NAME: William Reidinger

TITLE: Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. CMS0353168

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

William Reidinger in the City of Schaumburg, State of IL,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Park Square Enterprises, LLC

Obligee: City of Fruitland Park

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of

January, 2021.



State of Illinois

County of Peoria

} SS

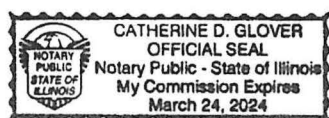
RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Barton W. Davis Vice President

CERTIFICATE

On this 21st day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 30th day of June, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Jick
Jeffrey D. Jick Corporate Secretary



May 14, 2023

VIA E-MAIL swilliams@fruitlandpark.org

Sharon Williams, Assistant to the Community Development Director
City of Fruitland Park
506 W Berckman Street
Fruitland Park, FL 34731

Re: Final Plat – Mirror Lake Phase II
3rd Review

Dear Ms. Williams:

I have reviewed the documents provided by the City for the above referenced project. The property consists of 14.14 acres identified as 09-19-24-1400-00F-00000 and is owned by Park Square Enterprises, LLC. The property is platted as Tract F, Mirror Lake Village, PB 66, Pages 92-96 and is located southeast of Lemon Avenue. The Property has a FLU designation of SFMD and zoning of PUD. The applicant seeks to develop a four lot subdivision in Phase 1, and future tract development in Phase 2. Please find my comments below

I have no objection to the plat moving forward to P & Z and the Commission. The comments below can be addressed between now and the time of the scheduled Commission meeting.

1. The title opinion for the property will need to be updated with an effective date that is within 30 days of plat recording. RESPONSE NOTED.

2. The existing easements will be considered by the Commission for termination at the same meeting as consideration of the final plat. RESPONSE NOTED; See attached Termination.

- a. Easement in DB 218, Pg 21
- b. Resolution 2006-032

3. The NOC recorded in O.R. Book 6115, Page 555 must be terminated prior to the recording of the final plat.

4. Performance Bond.

Sharon Williams, Assistant to Community Development Director
City of Fruitland Park
May 14, 2023
Page | 2

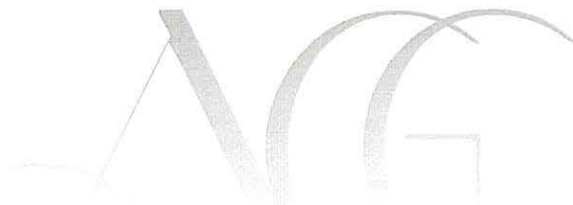
- a. Change "Groveland" to "Fruitland Park" in the first paragraph.
- b. Change "Council" to "Commission" in the second paragraph.

Attached please find the Termination of Easement to be considered by the Commission at the same meeting as the final plat. The Termination of Easement should be listed on the agenda before the final plat.

Sincerely,



Anita Geraci-Carver



The Villages® DAILY SUN

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

Before the undersigned authority personally appeared
ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the
DAILY SUN, a daily newspaper published at Lady Lake
in Lake County, Florida with circulation in Lake, Sumter
and Marion Counties; that the attached copy of
advertisement, being a **Legal Ad #1137774**

in the matter of **NOTICE OF PUBLIC HEARING**
was published in said newspaper in the issue(s) of

July 13, 2023

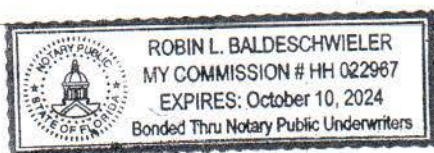
Affiant further says that the said Daily Sun is a newspaper
published at Lady Lake in said Lake County, Florida, and
that the said newspaper has heretofore been continuously
published in said Lake County, Florida each week and has
been entered as second class mail matter at the post office
in Lady Lake, 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 13
day July 2023.


Robin Baldeschwieler, Notary

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



Attach Notice Here

NOTICE OF PUBLIC HEARING RESOLUTION 2023-042

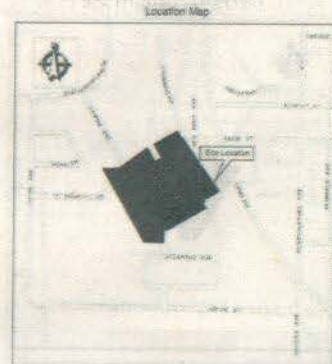
A RESOLUTION OF THE CITY
COMMISSION OF THE CITY
OF FRUITLAND PARK,
FLORIDA, GRANTING FINAL
PLAT APPROVAL OF MIRROR
LAKE VILLAGE PHASE II
GENERALLY LOCATED EAST
OF OLIVE AVENUE,
SOUTHEAST OF MIRROR
LAKE AND LEMON AVENUE,
NORTH OF MIRROR LAKE
VILLAGE PHASE I AND EAST
OF S. DIXIE AVENUE,
FRUITLAND PARK, FLORIDA;
AND PROVIDING FOR AN
EFFECTIVE DATE.

The proposed Resolution will
be considered at the following
public meetings:

Fruitland Park Planning &
Zoning Board Meeting on July
20, 2023 at 6:00 p.m.
Fruitland Park City Commission
Hearing on July 27, 2023 at
6:00 p.m.

The public meetings will be held
in the Commission Chambers
located at City Hall, 506 West
Berckman Street, Fruitland
Park FL 34731. These
meetings are open to the public
and hearings may be continued
as determined by the
commission from time to time to
a time/date certain. The
proposed Resolution and metes
and bounds legal description of
property may be inspected by
the public during normal
working hours at City Hall. For
further information call 352-360-
6727. Interested parties may
appear at the meetings and will
be heard with respect to the
proposed Resolution.

A person who decides to
appeal any decision made by
any board, agency or council
with respect to any matter
considered at such meeting or
hearing, will need a record of
the proceedings. For such
purposes, any such person may
need to ensure that a verbatim
record of the proceedings is
made, which includes the
testimony and evidence upon
which the appeal is based
(Florida Statutes, 286.0105).
Persons with disabilities
needing assistance to
participate in any of these
proceedings should contact
Esther Coulson, City Clerk at
(352) 360-6790 at least 48
hours before the date of the
scheduled hearing.



#01137774

July 13, 2023

The Villages® DAILY SUN

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

Before the undersigned authority personally appeared

ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #1137778** in the matter of **NOTICE OF PUBLIC HEARING** was published in said newspaper in the issue(s) of

July 17, 2023

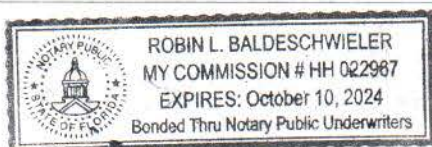
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, 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 17
day July 2023.


Robin Baldeschwieler, Notary

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



Attach Notice Here

NOTICE OF PUBLIC HEARING RESOLUTION 2023-042

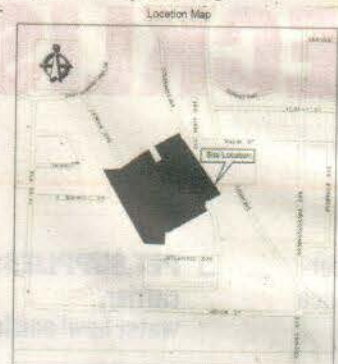
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING FINAL PLAT APPROVAL OF MIRROR LAKE VILLAGE PHASE II GENERALLY LOCATED EAST OF OLIVE AVENUE, SOUTHEAST OF MIRROR LAKE AND LEMON AVENUE, NORTH OF MIRROR LAKE VILLAGE PHASE I AND EAST OF S. DIXIE AVENUE, FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolution will be considered at the following public meetings:

Fruitland Park Planning & Zoning Board Meeting on July 20, 2023 at 6:00 p.m.
Fruitland Park City Commission Hearing on July 27, 2023 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Resolution and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed Resolution.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#01137778

July 17, 2023

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET

Item Number: 5 g

ITEM TITLE: First Reading and Public Hearing –
Ordinance 2023-011 SRF Loan Agreement
Amendment 1

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: July 13, 2023

SUBMITTED BY: City Attorney/City Manager/Public Works Director

BRIEF NARRATIVE: Ordinance 2023-011 authorizing a State Revolving Fund loan for Project No. WW350821 for \$2,767,953 of which \$908,229 is pursuant to the grant agreement for project designated as SG350822. (The loan agreement was approved on September 8, 2022.)

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 August 24, 2023.)

FUNDS BUDGETED: (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 amendment.

RECOMMENDATION: Approval

ACTION: Approve Ordinance 2023-011.

ORDINANCE 2023-011

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, APPROVING STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT WW350821 AND GRANT AGREEMENT SG350822 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF FRUITLAND PARK, FLORIDA TO RESCHEDULE LOAN REPAYMENT ACTIVITIES TO ALLOW THE CITY ADDITIONAL TIME TO COMPLETE CONSTRUCTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida entered into a loan agreement authorizing a State Revolving Fund loan for Project No. WW350821 in the amount of \$2,767,953 of which \$908,229 is pursuant to the grant agreement for project designated as SG350822; and

WHEREAS, the City needs additional time to complete construction activities and therefore it is necessary to further amend the loan agreement to account for a revised schedule; and

WHEREAS; the City of Fruitland Park, Florida, desires to enter into the State Revolving Fund Amendment 1 to Loan Agreement WW350821 & Grant Agreement SG350822 with the Department of Environmental Protection 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 State Revolving Fund Amendment 1 to Loan Agreement WW350821 & Grant Agreement SG350822 with the Department of Environmental Protection City of Fruitland Park, attached hereto, is approved.

SECTION III. The mayor is hereby designated as the authorized representative to execute Amendment No 1. which will become a binding obligation in accordance with its terms when signed by both parties.

SECTION IV. 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 V. 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 VI. 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 _____, 2023.

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

Passed First Reading _____

Passed Second Reading _____

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW350821
& GRANT AGREEMENT SG350822
CITY OF FRUITLAND PARK**

This amendment 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”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW350821 & Grant Agreement SG350822; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction.

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.15 is added to the Agreement as follows:

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

2. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on August 15, 2024, and semiannually thereafter on February 15 and August 15 of each year until all amounts due under the Agreement have been fully paid.

3. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

- (2) Completion of Project construction is scheduled for February 15, 2024.

- (3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2024.

(4) The first Semiannual Loan Payment in the amount of \$47,877 shall be due August 15, 2024.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW350821 & 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 amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF FRUITLAND PARK

Mayor

Attest:

Approved as to form and legal sufficiency:

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
I t e m N u m b e r : 5 h

ITEM TITLE: **Second Reading and Public Hearing - Ordinance 2023-008 Boundary Amendment (Annexation) – 19.10+ Acres_Multi-Family Medium - South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC**

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Monday, July 17, 2023

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: **Ordinance 2023-008** Owner submitted an application for annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop a proposed mix of duplexes, townhomes and single-family homes (depending on market trends) with a proposed density of 8.8 units/acre on approximately 19.10± acres.

FUNDS BUDGETED: None

ATTACHMENTS: Approved Ordinance 2023-008, legal description, map, site plan, staff report and advertising affidavit.

RECOMMENDATION: The Planning and Zoning Board at its June 15, 2023 meeting recommended the approval of Ordinance 2023-008 for the proposed revised development. Applicant previously submitted a site plan to develop a 294-apartment complex comprised of one, two and three-bedroom units. (Approved at first reading held on July 13, 2023.)

ACTION: **Enact Ordinance 2023-008 to become effective immediately as provided by law.**

ORDINANCE 2023 - 008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 19.10 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Vishaal Gupta, as Applicant, on behalf of Kimaya, LLC, Owner, requesting that approximately 19.10 ± acres of real property generally located south of Urick Street and west of Thomas Avenue (the "Property") be annexed to and made a part of the City of Fruitland Park; and

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

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

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

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

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

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

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

Section 2. The following described property consisting of approximately 19.10 acres of land generally located south of Urick Street and west of Thomas Avenue, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: See attached Exhibit A.

Parcel Alternate Key No. 1289891

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

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

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

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

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

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

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2023.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

(SEAL)

ATTEST:

Esther Coulson, MMC, City Clerk

Approved as to Form:

Anita Geraci-Carver, City Attorney

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

Passed First Reading July 13, 2023
 Passed Second Reading_____

EXHIBIT A
Legal Description

THE EAST 1/2 OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, SECTION 16,
TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS THE SOUTH 50 FEET THEREOF.

ALSO DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 19 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA THENCE S 00°53'57" E, ALONG THE
EAST LINE OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, A DISTANCE OF 1265.41
FEET; THENCE N 89°25'38" W, A DISTANCE OF 657.76 FEET, TO THE WEST LINE OF
THE EAST 1/2 OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, THENCE N 00°55'00"
E, ALONG SAID WEST LINE, A DISTANCE OF 1266.62 FEET, TO THE NORTH LINE
OF THE NE 1/4 OF SAID SECTION 16; THENCE S 89°19'17" E, ALONG SAID NORTH
LINE, A DISTANCE OF 657.37' TO THE POINT OF BEGINNING.

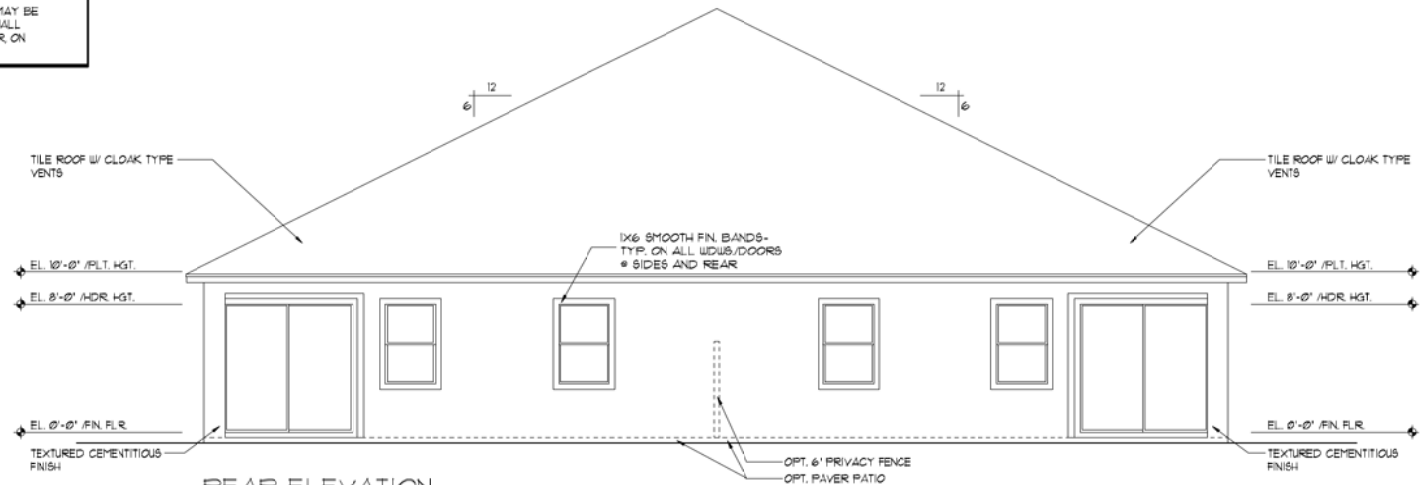


FRONT ELEVATION "A"

1/8"=1'-0" (1X11) 1/4"=1'-0" (22X34)

EXTERIOR FINISH NOTES

1. LATH TO BE ATTACHED IAW R103.1.1 OF THE 11TH EDITION, FBCR, 2010
2. PLASTERING TO BE WITH PORTLAND CEMENT, INSTALLED IAW R103.1.2 OF THE 11TH EDITION, FBCR, 2010
3. WEEP SCREED TO BE INSTALLED IAW R103.1.2.1 OF THE 11TH EDITION, FBCR, 2010
4. WATER RESISTANT BARRIER TO BE INSTALLED IAW R103.1.3 OF THE 11TH EDITION, FBCR, 2010
5. "ZIP SYSTEMS" WALL SHEATHING MAY BE USED AS AN ALTERNATIVE FOR WALL SHEATHING AND VAPOR BARRIER ON EXTERIOR WALLS.



REAR ELEVATION

1/8"=1'-0" (1X11) 1/4"=1'-0" (22X34)

NALANDA SERIES

REVISIONS	BY

Engineering By
MICHAEL A. THOMPSON
PE 47559
Phone 407-721-2292

A DIVISION OF PARK SQUARE
ENTERPRISES, INC.
3000 PARK SQUARE, SUITE 200
ORLANDO, FL 32831
Phone 407-529-3000

Exterior Elevation "A"
FRONT AND REAR

THE MANALI
NALANDA

1731

DATE 12/22/16

SCALE AS NOTED

DRAWN RDC

JOB 1731

SHEET 9-SHEET

04A.0
SHEET 9

THIS STRUCTURE IS DESIGNED TO WITHSTAND 30 MPH WINDS PER THE 11TH EDITION, 2010 OF THE FLORIDA BUILDING CODE RESIDENTIAL AND IS CERTIFIED AS SUCH

© COPYRIGHT 2016
OR CHANGED IN ANY MANNER OR FORM WHATSOEVER, FOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN PERMISSION FROM RDC, INC.

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

ANNEXATION, SSCPA, AND REZONING

Owner: Kimaya, LLC

Applicant: Vishaal Gupta

General Location: Silver Pointe Circle/ Urick St/ Thomas Ave

Number of Acres: 19.10 ± acres

Existing Zoning: Agriculture (Lake County)

Proposed Zoning: R-10 (City of Fruitland Park)

Existing Land Use: Urban High (Lake County) (12 units/acre)

Proposed Land Use: Multi-Family Medium Density (10 units/acre)

Date: May 1st, 2023

Description of Project

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop a proposed development including fifty-six (56) duplex home and one-hundred and twelve (112) townhomes (proposed gross density 8.79 units/acre).

	Surrounding Zoning	Surrounding Land Use
North	R-15	Multi-Family High Density (15 units/acre)
South	City of Leesburg – appears to be r/w	City of Leesburg – no land use designated
East	C-3	General Commercial (City of Leesburg)
West	MUPUD	Mixed Community (6 units/acre)

Assessment

Annexation

The subject site is adjacent to the City limits along the northern and western property boundaries and is eligible for voluntary annexation. The proposed annexation would be considered infill development. The subject site is also within the City's Utility Service Area.

Rezoning

The subject property is currently zoned Agriculture in Lake County and the proposed City zoning is R-10 (minimum lot size for single family of 8,000 square feet with central sewer being utilized, and minimum lot size for multi-family of 6,000 square feet with central sewer). The proposed zoning is compatible with the adjacent lands. The property to the North is zoned R-15, and to the west the property is zoned MUPUD (6 units/acre). The property to the South is City of Leesburg (appears to be City of Leesburg right of way), and to the east the property is zoned C-3.

Small Scale Comp Plan Amendment

For comprehensive plan purposes a maximum development scenario was utilized.

Residential Needs Analysis – The housing element data and analysis indicates the City requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035. The addition of 287 units will assist in meeting this need.

School Impact Analysis – The amendment will decrease the impacts to schools, as it is a decrease in density from 12 units/acre (228 units) to 10 units/acre (191 units). The decrease in school age children is from 65 students to 54 students; a decrease of 11 students. Please provide adequate school facilities determination from Lake County Schools.

Existing County Land Use Residential Units: 228 units

Proposed Development Residential Units: 191 units

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

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

Lake County Student Generation Rates	
Multi-Family	
Type	Student Multipliers per Dwelling Unit
High School	0.143
Middle School	0.063
Elementary School	0.077
Total	0.283

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	0	0.152	0	228	0.143	33	33
MIDDLE	0	0.074	0	228	0.063	14	14
HIGH	0	0.102	0	228	0.077	18	18
GRAND TOTAL							65

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

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	0	0.152	0	191	0.143	27	27
MIDDLE	0	0.074	0	191	0.063	12	12
HIGH	0	0.102	0	191	0.077	15	15
GRAND TOTAL							54

Traffic Impact Analysis – The amendment will decrease traffic impacts as it is an decrease in density. The LOS for Dr Martin Luther King Jr. Blvd is “D”. Results of the trip analysis indicate that the proposed amendment will decrease the daily trips by 281 and reduce the PM Peak hour trips by 23.

TRIP GENERATION ANALYSIS
Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
MF Residential	191 units	220	1,388	105	66	39

TOTAL GROSS TRIPS (PROPOSED)	1,388	105	66	39
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Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
MF Residential	228 units	220	1,669	128	80	47
TOTAL GROSS TRIPS (EXISTING)			1,669	128	80	47

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-23	-14	-8

Solid Waste Impact Analysis – The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The amendment will not cause a deficiency in the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to Public Facilities Policy 4-10.1. The estimated population based on US Census data (estimated 2019) of 2.42 person per household is 462. The estimated water usage is 0.079.

The City owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.22 MGD. The City has a current available capacity of .396 mgpd and an analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.317 mgpd.

The City of Fruitland Park provides sanitary sewer. The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 mgd). The City currently has an available capacity of 430,000 gallons per day (0.43 mgd). The LOS for sanitary sewer is 122 gallons per resident per day pursuant to Public Facilities Policy 4-2.1. The estimated population based on US Census data (estimated 2019) of 2.42 person per household is 462. The estimated sanitary sewer usage is 0.056 (mgd). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.374 (mgd).

Environmental Analysis – There are no wetlands or surface waters onsite. Formal surveys for the federally listed sand skink were completed in accordance with USFWS survey protocol in May 2022. A 4-week formal coverboard survey detected a total of forty-seven (47) coverboard with skink tracks within the project site on suitable habitat. The coverboard survey tracks detected determined that 7.43 acres of the subject property contains occupied sand skink habitat and if this area cannot be avoided then mitigation will be required from a USFWS approved Conservation Bank.

There were no known eagle nests observed on the property. A pedestrian survey of the subject property located potentially occupied gopher tortoise burrows. Prior to land clearing and/or construction it is advised that a 100% survey of all potentially suitable gopher tortoise habitat be performed. Prior to development, appropriate regulatory permits will be required.

Comprehensive Plan Compliance

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

FLU Policy 1-1.1: Adequate Residential Land Area.

FLU Policy 1-1.2: Density and Intensity Standards and Table 1-1 – Multi-Family Medium Density, 10 units/acre.

FLU Policy 1-1.6: Multiple-Family Medium Density.

FLU Policy 1-2.1: Promote Orderly, Compact Growth.

Concept Plan

The concept plan provided includes fifty-six (56) duplex homes, and one-hundred and twelve (112) townhomes for a total of one-hundred and sixty-eight (168). The proposed density is 8.8 units per acre. Open space is not notated on the plan, but be advised that pursuant to Chapter 154, Section 154.030(d)(5)(E)(xi), 25% minimum open space is required.

Pursuant to Chapter 154, Section 154.030(d)(5)(E)(x), the minimum living area for duplexes and multi-family is 600 square feet each, exclusive of porches, garages, or utility rooms.

Pursuant to Chapter 154, Section 154.030(d)(5)(E)(vii), the required setbacks for the duplexes are as follows:

Front: Local roadways - 20'
Garage setback from roadway – 25'

Side: Local roadway -20'
Another lot -10'
Garage setback from roadway – 25'

Rear: Local roadways – 20'
Another lot - 20'
Garage setback from roadway – 25'

Although the LDRs do not directly address townhomes, typically setbacks for townhomes are as follows:

Front: 20'
Front Garage: 25'
Side: 0'
Side (Between Building Pads): 10'
Side (Adjacent to Streets): 15'
Rear: 15'

Pursuant to Chapter 164, Section 164.030(b), a type “A” landscape buffer is required to the north, and a type “B” landscape buffer is required to the south, east, and west. The type “A” buffer requires a 10’ minimum with 2 canopy trees and 8 shrubs per 100’. The type “B” buffer requires a 15’ minimum with 4 canopy trees, 2 understory trees, and 15 shrubs per 100’.

The main entrance being proposed is off of Martin Luther King Jr. Boulevard and a secondary entrance is being proposed off of Thomas Avenue. It appears that it is being proposed to extend Martin Luther King Jr. Blvd to the subject property through the City of Leesburg right of way directly to the south of the property. It also appears that an entrance will be developed off of Thomas Avenue for a secondary entrance. Please be advised that pursuant to Chapter 162, Section 162.030(d), residential access drive’s must be a minimum of 10’ in width, and a maximum of 24’. The radius must be a minimum of 5’ and a maximum of 10’.

Parking spaces are not designated on the concept plan, however pursuant to Chapter 162, Section 162.040(b)(4), duplexes and single family attached 1, 2 and 3 bedroom units require 2 spaces per unit, and 4+ bedroom units require 3 spaces per unit.

Recommendation

The proposed small scale comprehensive plan amendment and rezoning are consistent with the comprehensive plan.

The Villages® DAILY SUN

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

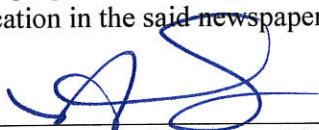
Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **1134381** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

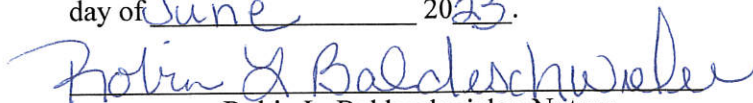
JUNE 29, 2023

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.

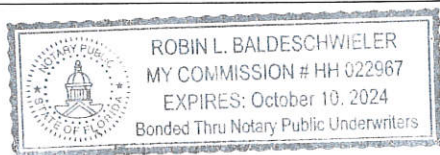


(Signature Of Affiant)

Sworn to and subscribed before me this 29
day of June 2023.


Robin L. Baldeschwieler, Notary

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



NOTICE OF PUBLIC HEARING

ORDINANCE 2023 - 008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 19.10 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

ORDINANCE 2023-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY MULTI-FAMILY MEDIUM DENSITY OF 19.10 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; 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.

ORDINANCE 2023-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 19.10 +/- ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) TO CITY OF FRUITLAND PARK R-10 WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE

The proposed Ordinances will be considered at the following public meetings:

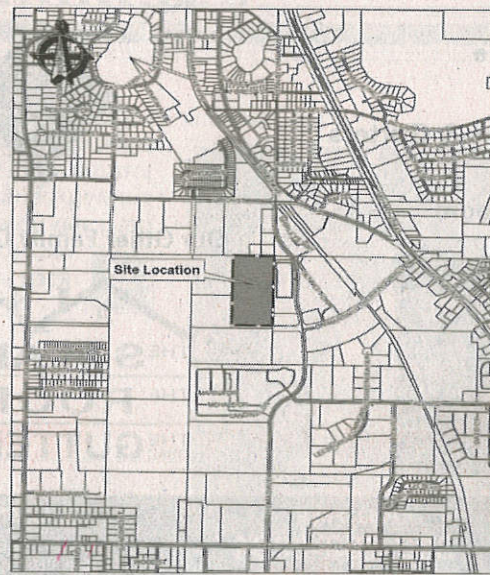
Fruitland Park City Commission Meeting - July 13, 2023 at 6:00 p.m.

Fruitland Park Land Planning Agency Meeting - July 13, 2023 at 6:15 p.m.

Fruitland Park City Commission Meeting - July 27, 2023 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinances and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed resolution.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



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

ITEM TITLE: **Second Reading and Public Hearing - Ordinance 2023-009 SSCPA – 19.10± Acres Multi-Family Medium - South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC**

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Monday, July 17, 2023

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: **Ordinance 2023-009** small-scale comprehensive plan amendment to receive city services and develop proposed subdivision of a mix of duplexes, townhomes and single-family homes with a proposed density of 8.8units/acre. Property currently zoned Lake County “Agriculture” and proposing R-10 city zoning on approximately19.10± acres.

FUNDS BUDGETED: None

ATTACHMENTS: Approved Ordinance 2023-009, legal description, maps (see Item. 5.(i) for staff report and advertising affidavit).

RECOMMENDATION: The Planning and Zoning Board at its June 15, 2023 meeting recommended approval. The applicant previously submitted a site plan for a proposed 294-apartment complex comprised of one, two, and three-bedroom units. (Approved at first reading held on July 13, 2023.)

ACTION: **Enact Ordinance 2023-009 to become effective 31 days after adoption.**

ORDINANCE 2023-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY MULTI-FAMILY MEDIUM DENSITY OF 19.10 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; 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 Vishaal Gupta as applicant, on behalf of Kimaya, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Multi-Family Medium Density" under the Comprehensive Plan for the City of Fruitland Park; and

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

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

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

Section 1: The following described property consisting of approximately 19.10 ± acres generally located south of Urick Street and west of Thomas Avenue as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Multi-Family Medium Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3. Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3187 and F.S. 163.3184(11).

Section 4: Severability.

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

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: Scrivener's Errors.

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

Section 7. Adoption

After adoption, a copy hereof shall be forwarded to the Department of Economic Opportunity.

Section 8: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2023.

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

Passed First Reading July 13, 2023

Passed Second Reading _____
(SEAL)

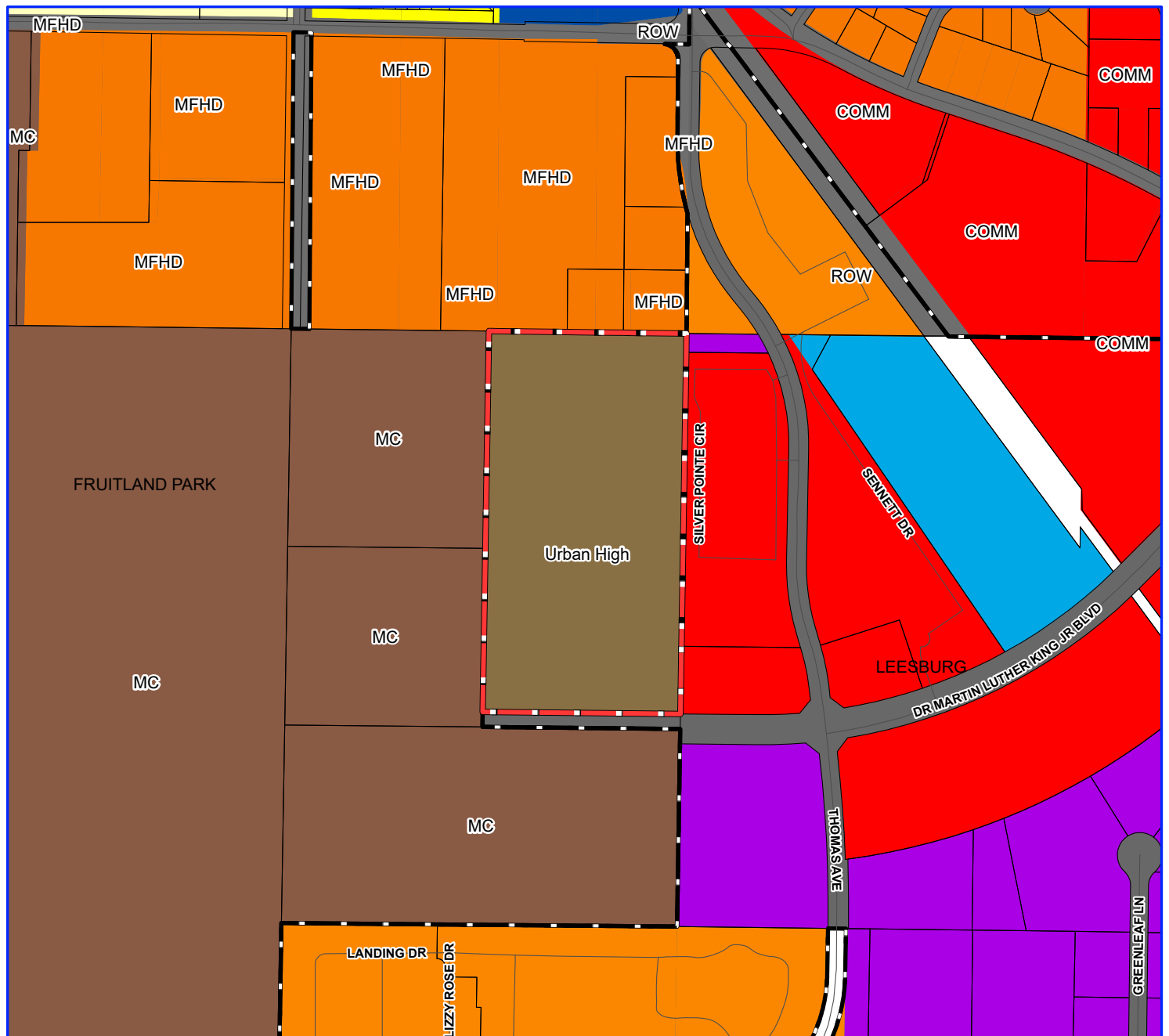
“EXHIBIT A”

THE EAST 1/2 OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, SECTION 16,
TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS THE SOUTH 50 FEET THEREOF.

ALSO DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 19 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA THENCE S 00°53'57" E, ALONG THE
EAST LINE OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, A DISTANCE OF 1265.41
FEET; THENCE N 89°25'38" W, A DISTANCE OF 657.76 FEET, TO THE WEST LINE OF
THE EAST 1/2 OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, THENCE N 00°55'00"
E, ALONG SAID WEST LINE, A DISTANCE OF 1266.62 FEET, TO THE NORTH LINE
OF THE NE 1/4 OF SAID SECTION 16; THENCE S 89°19'17" E, ALONG SAID NORTH
LINE, A DISTANCE OF 657.37' TO THE POINT OF BEGINNING.

EXHIBIT B
Map



Legend

Site Boundary

City Limits

Lake County Future Land Use

Urban High Density

City of Fruitland Park Future Land Use

SFLD, Single Family Low Density

SFMD, Single Family Medium Density

MFHD, Multiple Family/High Density

COMM, Commercial

MC, Mixed Community

INST, Institutional

ROW, Transportation

City of Leesburg Future Land Use

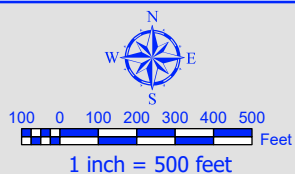
RIGHT-OF-WAY

GENERAL COMMERCIAL

INSTITUTIONAL

INDUSTRIAL

HIGH DENSITY

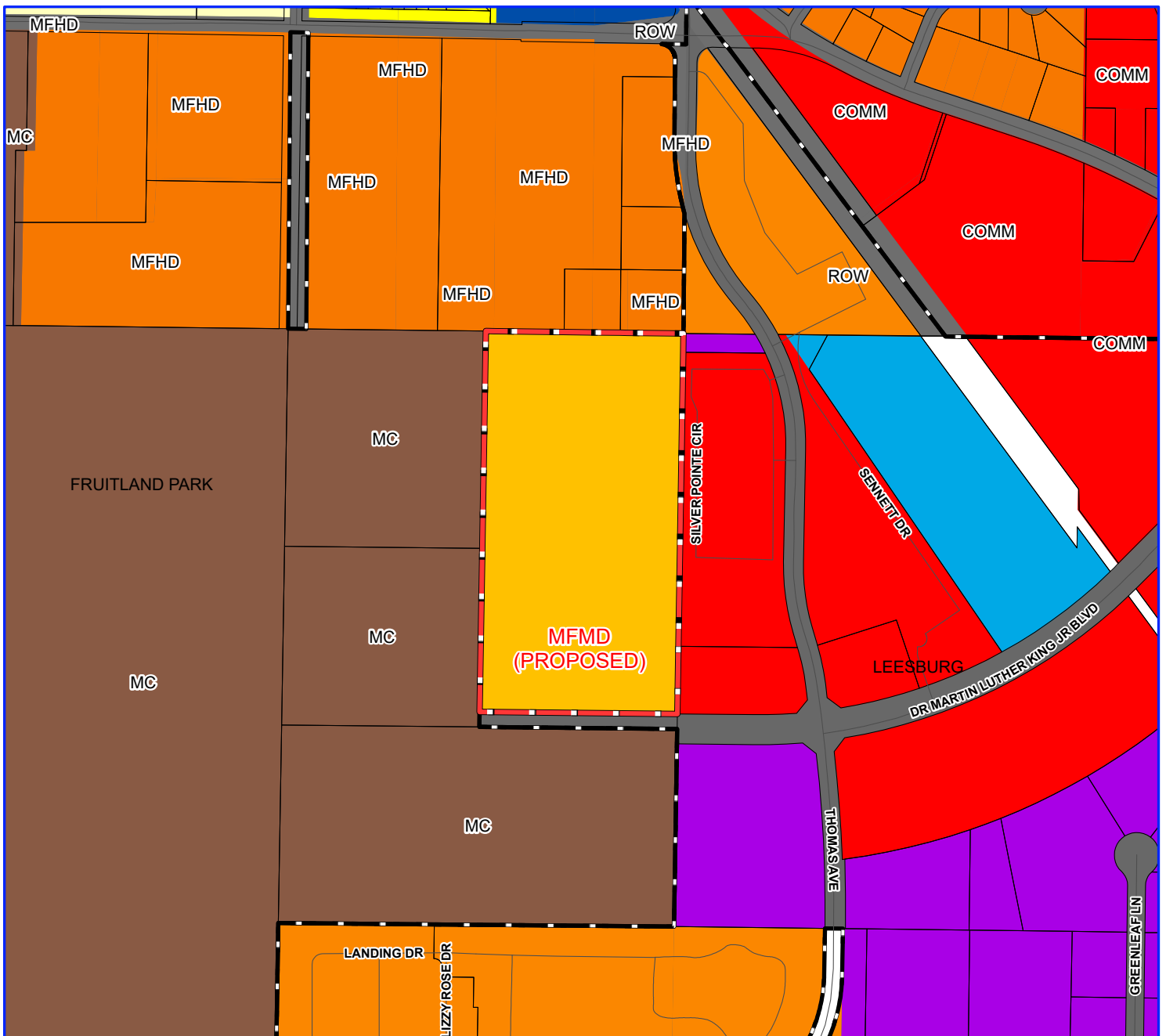


City of Fruitland Park Park Square

Lake County, Florida
Existing Future Land Use Map

Project: 398-22-10
File: Existing FLU
Name: Park Square
PM: Sherie Lindh
Date: December 7, 2022
Created By: J.Wilson





Legend

Site Boundary

City Limits

Lake County Future Land Use

Urban High Density

City of Fruitland Park Future Land Use

SFLD, Single Family Low Density

SFMD, Single Family Medium Density

MFHD, Multiple Family/High Density

COMM, Commercial

MC, Mixed Community

INST, Institutional

ROW, Transportation

MFMD, Multiple Family/Medium Density

City of Leesburg Future Land Use

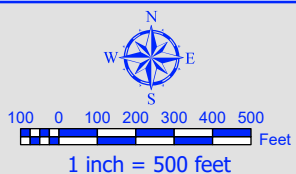
RIGHT-OF-WAY

GENERAL COMMERCIAL

INSTITUTIONAL

INDUSTRIAL

HIGH DENSITY



City of Fruitland Park Park Square Lake County, Florida Proposed Future Land Use Map

Project: 398-22-10
File: Proposed FLU
Name: Park Square
PM: Sherie Lindh
Date: December 14, 2022
Created By: J.Wilson



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

ITEM TITLE: **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2023-010 Rezoning - South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC**

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Monday, July 17, 2023

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: **Ordinance 2023-003 Rezoning** to R-10 from Lake County Agricultural; Property located south of Urick Street and west of Thomas Avenue.

Annexation, a small-scale comp plan amendment and rezoning for approximately 19.10± acres to receive city services and develop a proposed subdivision of requested mix of duplexes, townhomes and/or single- family homes with a proposed density of 8.8 units/acre.

FUNDS BUDGETED: None

ATTACHMENTS: Approved Ordinance 2023-010, legal description, maps and project justification and three MDA options (presented by the city attorney). (See Item 5.(i) for staff report and advertising affidavit.)

RECOMMENDATION: The Planning and Zoning Board at its June 15, 2023 meeting recommended approval. The applicant previously submitted a site plan for a proposed 294-apartment complex comprised of one, two, and three-bedroom units. (Approved at first reading on July 13, 2023.)

ACTION: **Enact Ordinance 2023-010 to become effective immediately as provided by law.**

ORDINANCE 2023-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 19.10 +/- ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) TO CITY OF FRUITLAND PARK R-10 WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Vishaal Gupta as applicant, on behalf of Kimaya, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Lake County A to City Multi-Family Medium Density Residential (R-10) within the City limits of Fruitland Park; and

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

WHEREAS, the required notice of the proposed zoning has been properly published; and

WHEREAS, the City Commission reviewed said petition, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

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

Section 1: The following described property consisting of approximately 19.10 ± acres generally located South of Urick Street and west of Thomas Avenue as described on Exhibit "A" and depicted as set forth on Exhibit "B" shall hereafter be designated as R-10 "Multi-Family Medium Density Residential" as defined in the Fruitland Park Land Development Regulations.

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 _____, 2023.

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 DeGrave	_____ (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 July 13, 2023
Passed Second Reading _____
(SEAL)

“EXHIBIT A”

THE EAST 1/2 OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, SECTION 16,
TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS THE SOUTH 50 FEET THEREOF.

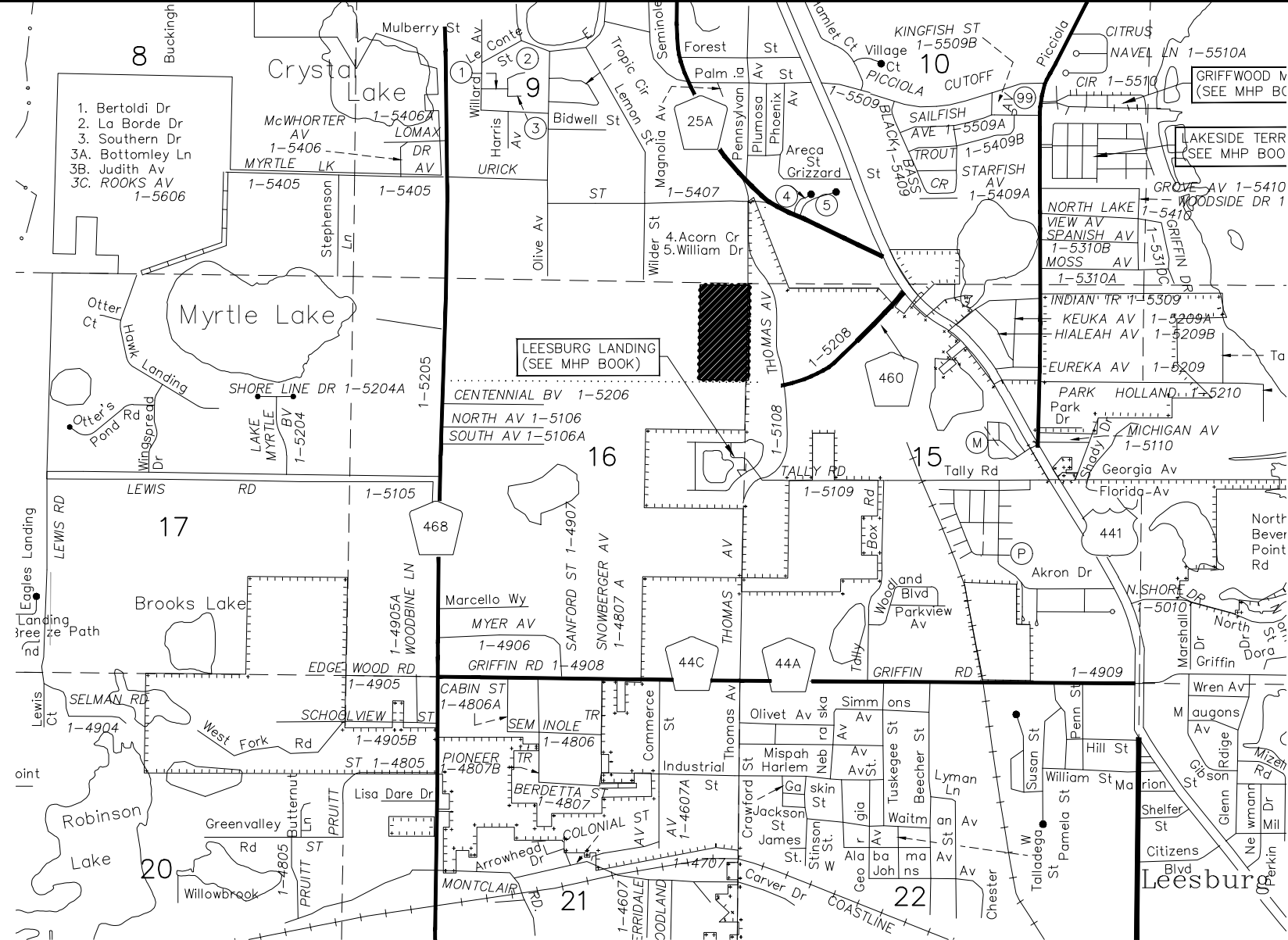
ALSO DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 19 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA THENCE S 00°53'57" E, ALONG THE
EAST LINE OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, A DISTANCE OF 1265.41
FEET; THENCE N 89°25'38" W, A DISTANCE OF 657.76 FEET, TO THE WEST LINE OF
THE EAST 1/2 OF THE NORTHEAST 1/4 OF NORTHEAST 1/4, THENCE N 00°55'00"
E, ALONG SAID WEST LINE, A DISTANCE OF 1266.62 FEET, TO THE NORTH LINE
OF THE NE 1/4 OF SAID SECTION 16; THENCE S 89°19'17" E, ALONG SAID NORTH
LINE, A DISTANCE OF 657.37' TO THE POINT OF BEGINNING.

EXHIBIT B



CONCEPT
SCALE = 1"=100'



VICINITY MAP
SCALE = 1"=2000'

LAND USE

OWNER
KIMYA, LLC
C/O VISHAAL GUPTA
5200 VINELAND ROAD, SUITE 200
ORLANDO, FL 32811

ACREAGE
ALT KEY
EXISTING ZONING
EXISTING LAND USE
PROPOSED ZONING
PROPOSED LAND USE
BUILDING HEIGHT
UNITS
DENSITY

19.11 AC (832,412 SF)
1289891
AGRICULTURE (COUNTY)
URBAN HIGH DENSITY (COUNTY)
MULTI FAMILY MEDIUM DENSITY (R10)
MULTI FAMILY MEDIUM DENSITY
35' MAX.
168 UNITS
8.8 UNITS / ACRE

FLOOD ZONE

ZONE A & ZONE X PER FEMA MAP # 12069C0170E,
EFFECTIVE 12/18/2012

ZONING

NORTH: R-3 MULTI FAMILY HIGH DENSITY RESIDENTIAL
(FRUITLAND PARK)
SOUTH: PUD (PLANNED UNIT DEVELOPMENT)
(FRUITLAND PARK)
EAST: HIGH DENSITY RESIDENTIAL (LEESBURG)
WEST: PUD (PLANNED UNIT DEVELOPMENT) (FRUITLAND PARK)

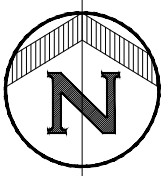
FUTURE LAND USE
NORTH: MULTI FAMILY HIGH DENSITY RESIDENTIAL
(FRUITLAND PARK)
SOUTH: PUD (PLANNED UNIT DEVELOPMENT)
(FRUITLAND PARK)
EAST: HIGH DENSITY RESIDENTIAL (LEESBURG)
WEST: PUD (PLANNED UNIT DEVELOPMENT)
(FRUITLAND PARK)

WATER
SEWER

CITY OF FRUITLAND PARK
CITY OF FRUITLAND PARK



AERIAL
SCALE = 1"=100'



FRUITLAND PARK DUPLEXES
AND TOWNHOMES
ANNEXATION AND COMP
PLAN



DATE:	FEBRUARY 2022
DESIGNED BY:	CCH
DRAWN BY:	CCH
CHECKED BY:	CCH
JOB NO.:	047773.001
FILE NAME:	KIMYA
Sheet 1	

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
I t e m N u m b e r : 5 k

ITEM TITLE: **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2023-006 Rezoning - R-15 to PUD - 6.54± Acres on CR 466A Petitioner: Lake Sumter Commercial LLC.**

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Monday, July 17, 2023

SUBMITTED BY: City Attorney/City Manager/Community Development

BRIEF NARRATIVE: **Ordinance 2023-006** for Rezoning from City of Fruitland Park R-15 to Planned Unit Development. The property is approximately 6.54± acres located on CR 466A and an additional 2.45± commercial outparcel located at the southwest corner of Miller Boulevard and Cutoff Road.

The Owner is requesting rezoning a Planned Unit Development (PUD) to construct 19 single-family homes and up to 19 accessory dwelling units (ADU) (one for each home) for a proposed density of 5.75 units/acre. Waivers outlined in the staff report are recommended to be added as conditions for approval; additionally, staff recommended a minimum of 50% of the lots to be developed with the home type two units to address parking concerns.

FUNDS BUDGETED: None

ATTACHMENTS: Ordinance 2023-006, master development agreement, maps, legal description justification for rezoning, proposed site plan, staff report and advertising affidavit.

RECOMMENDATION: The Planning and Zoning (P&Z) Board at its June 15, 2023 meeting, denied Ordinance 2023-006. The commercial property with alternative key 1287685 must be included with the proposed development for alternative key 3933635 due to the mixed community future land use designation. (Approved at first reading on July 13, 2023.)

ACTION:

ORDINANCE 2023-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 6.54 ± ACRES OF PROPERTY LOCATED ON CR 466A, FRUITLAND PARK, FLORIDA FROM CITY OF FRUITLAND PARK R-3 ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Alex Stringfellow as applicant, on behalf of the owner, Lake Sumter Commercial, L.L.C. requesting that approximately 6.54 +/- acres of real property located on CR 466A (the "Property") be rezoned from City of Fruitland Park R-3 to City of Fruitland Park PUD; and

WHEREAS, the property has a future land use designation of Mixed Community as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map; and

WHEREAS, the proposed zoning is consistent with the future land use designation; 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 6.54 ± acres of land located on CR 466A, Fruitland Park 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:

LEGAL DESCRIPTION: See Exhibit A.

Parcel Alternate Key No. 3933635

and depicted in **Exhibit B.**

Section 2. That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

Section 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall become effective in accordance with law.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2023.

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

Passed First Reading July 13, 2023

Passed Second Reading _____

EXHIBIT A
Legal Description

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LYING IN LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN NORTH 89° 13' 16" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 1,349.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 13' 16" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 306.16 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 33' 35" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 928.14 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89° 50' 43" EAST FOR A DISTANCE OF 306.22 FEET TO A POINT ON THE WEST LINE OF THE EAST 25.00 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CUTOFF ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 691, PAGE 2361 AND OFFICIAL RECORDS BOOK 700, PAGE 1373 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 33' 43" WEST ALONG SAID WEST LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 933.13 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 284,942 SQUARE FEET, OR 6.54 ACRES, MORE OR LESS.

EXHIBIT B
Map



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 _____, 2023, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and **Lake Sumter Commercial, LLC**, a Florida limited liability company (hereinafter referred to as the "Owner") and The Retreat at Miller Commercial LLC, a Florida limited liability company (hereinafter referred to as the "Commercial Owner"..

RECITALS

1. The Owner and Commercial Owner collectively own 9.05 ± 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 Owner desires to rezone the Owner's property as set forth herein .
3. The Property is currently located within the City of Fruitland Park with 6.54 +/- acres having a future land use designation of "Mixed Community" on the City of Fruitland Park Future Land Use Map and zoned City of Fruitland Park "R-15"; and 2.51 +/- acres having a future land use designation of Commercial High Intensity and zoned C-2.
4. A future land use designation of Mixed Community requires at least of two of the following uses: residential (15%-65%), commercial (5%-30%) and institutional (5%-35%) all with 20% open space; and a zoning of PUD is required; however since the Property is less than 10 acres, the City's policy is to allow a single use for Mixed Community in light of the Property also including an adjacent parcel with a FLU and zoning for Commercial.
5. Owner has filed an application rezoning the 6.54 +/- acres from City of Fruitland Park "R-15" to City of Fruitland Park "Planned Unit Development".
6. Owner and Commercial Owner represent that each is the sole legal owner of the their respective portions of the Property and that each 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.
7. The City of Fruitland Park has determined that the rezoning of the Owner's 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.
8. Owner and Commercial Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

9. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner and Commercial Owner have requested and City desires to provide water and sewer as well as other municipal services to the Property.

10. This Agreement will only address development of the 6.54 +/- acres to be developed for residential use (hereinafter "Owner's Property"), except that the Property must collectively be developed for a mixed use project. At the time of proposed development of the 2.51 +/- acres of commercial or such other use as allowed by under Mixed Community future land use designation, a separate master development agreement will be required for the Commercial Owner's portion of the Property.

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

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

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

Section 3. Land Use/Development. Development of the Owner's Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Stringfellow Planning & Design., dated November 15th 2023, and attached as **Exhibit "B"** (the "Plan"). Exhibit "B" also contains the legal description for the Owner's Property. The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development-) zoning district and, subject to City approval. The City Commission authorizes PUD of less than 10 acres in size. 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 for Owner's Property - 6.54 +/- acres residential. Permitted Uses shall include:

- a. Single family detached residential dwelling units..
- b. Garage apartments as an accessory use to single-family residential units.
- c. Passive and Active Recreation Facilities.
- d. Residential units shall not exceed 19 single family and 19 garage apartments as accessory structures. The 19 garage apartments may be rented.
- e. Temporary modular office uses shall be allowed during construction.
- f. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

Permitted Uses for Commercial Owner's 2.51 +/- acres. Permitted Uses shall include:

- a. Either commercial or institutional as required by Mixed Community future land use designation.

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

- a. The minimum living area shall be 1,500 square feet for the single family detached homes without an accessory structure.
- b. The minimum living area shall be 2,148 square feet for the single family detached homes with an accessory structure.
- c. The maximum living area of the accessory structures with a two-car garage shall be 705 square feet and the maximum living area for accessory structures with a three car garage shall be 939 square feet.
- d. The single family dwelling unit and accessory structure shall be owned by the same entity or person(s).
- e. The minimum lot size shall be 6,720 square feet for the detached single-family homes.
- f. Minimum lot width for detached single-family shall be 60 feet with a minimum lot depth of 112 feet.
- g. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage - Twenty-three feet (23')

Side: Local Roadways - Twenty feet (20')
Another Lot - Seven and one-half feet (7.5')

Rear: Local Roadway- Twenty feet (20')
Another Lot - Seventeen feet (17')

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

- h. Maximum building height shall be limited to thirty-five feet (35') for single family.
- i. Parking: The minimum parking the Applicant will be required to provide is as follows:
 - a. Single family dwelling unit with 3-car garage and garage apartment:
 - i. 3 garage spaces
 - ii. 3 driveway spaces
 - b. Single family dwelling unit with 2-car garage and garage apartment:
 - i. 2 garage spaces
 - ii. 3 driveway spaces
 - c. Single family dwelling unit with no garage apartment:
 - i. 2 garage spaces
 - ii. 2 driveway spaces
- j. In lieu of a maximum building coverage an impervious surface ratio of sixty percent (60%) per lot shall be utilized.
- k. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- l. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
- m. 50% of homes with garage apartments must be 3 car garages.
- n. Cul-de-sac length may exceed six hundred feet (600').
- o. Cul-de-sac shall have a diameter of one hundred feet (100') or greater.

- p. A minimum of 20% of parks and open space is required to comply with the future land use designation. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-3 zoning district standards and other applicable sections of the Land Development Code.

Section 6. Residential Design Standards. Design Standards shall be as follows:

- a. **Architectural features** - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
- 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim
- b. **Building Materials** - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 7. Changes to the Development Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 8. Site Access and Transportation Improvements. Vehicular access to the Property/project site shall be provided by one primary access off of Miller Cutoff Road, unless otherwise approved by Lake County. Actual location and design of the boulevard shall be determined during the Preliminary

Subdivision Plan review. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

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

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

Section 10. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

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

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits

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

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

Section 13. Landscaping/Buffers. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a fifteen-foot (15') landscape buffer type "B" along the PUD perimeter property boundary. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

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

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

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

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

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

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

to submittal. A copy of all back up documents referenced in the title opinion or certification must be provided.

Section 29. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 20. Due Diligence.

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

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

Section 22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

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

Section 24. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, 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 25. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

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

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731

	352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Paul Missigman, Manager Lake Sumter Commercial, L.L.C. 200 E. Canton Ave., Suite 102 Winter Park, Florida 32789
Copy to:	The Retreat at Miller Commercial LLC 200 E Canton Ave Ste 102 Winter Park, FL 32789

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

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

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

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

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

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

LAKE SUMTER COMMERCIAL, L.L.C.

Witness Signature

By: _____
Tricia Doody, Manager

Print Name

Witness Signature

By: _____
Paul Missigman, 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 Tricia Doody and Paul Missigman as Managers of Lake Sumter Commercial, L.L.C., who is personally known to me or who have produced _____ as identification.

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

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

THE RETREAT AT MILLER COMMERCIAL, L.L.C.

Witness Signature

By: _____
Tricia Doody, Manager

Print Name

Witness Signature

By: _____
Paul Missigman, 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 Tricia Doody and Paul Missigman as Managers of The Retreat at Miller Commercial, L.L.C., who is personally known to me or who have produced _____ as identification.

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

ACCEPTED BY THE CITY OF FRUITLAND PARK

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

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

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

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

EXHIBIT "A"
LEGAL DESCRIPTION



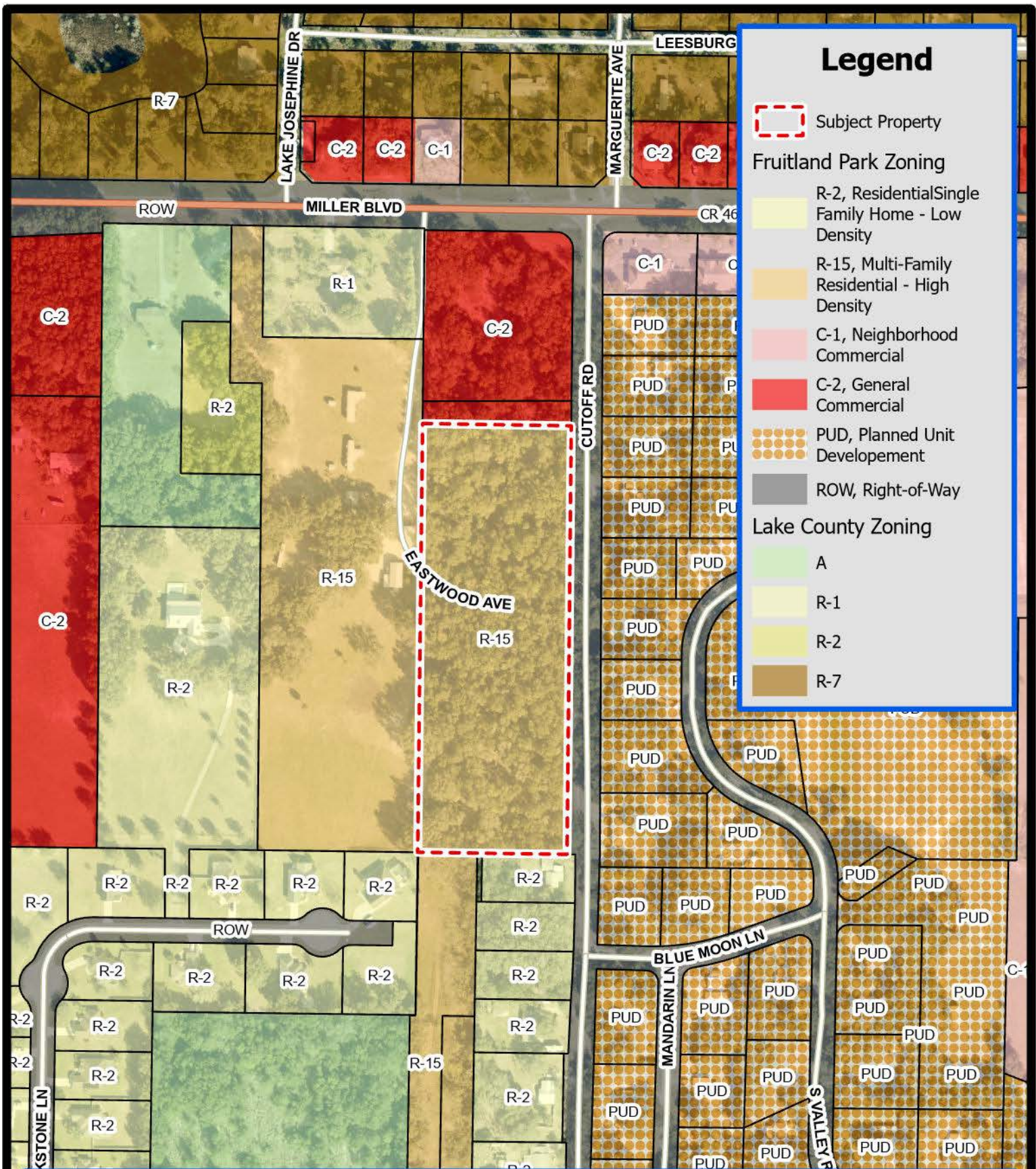
EXHIBIT "B"
THE PLAN AND LEGAL DESCRIPTION OF OWNER'S PROPERTY

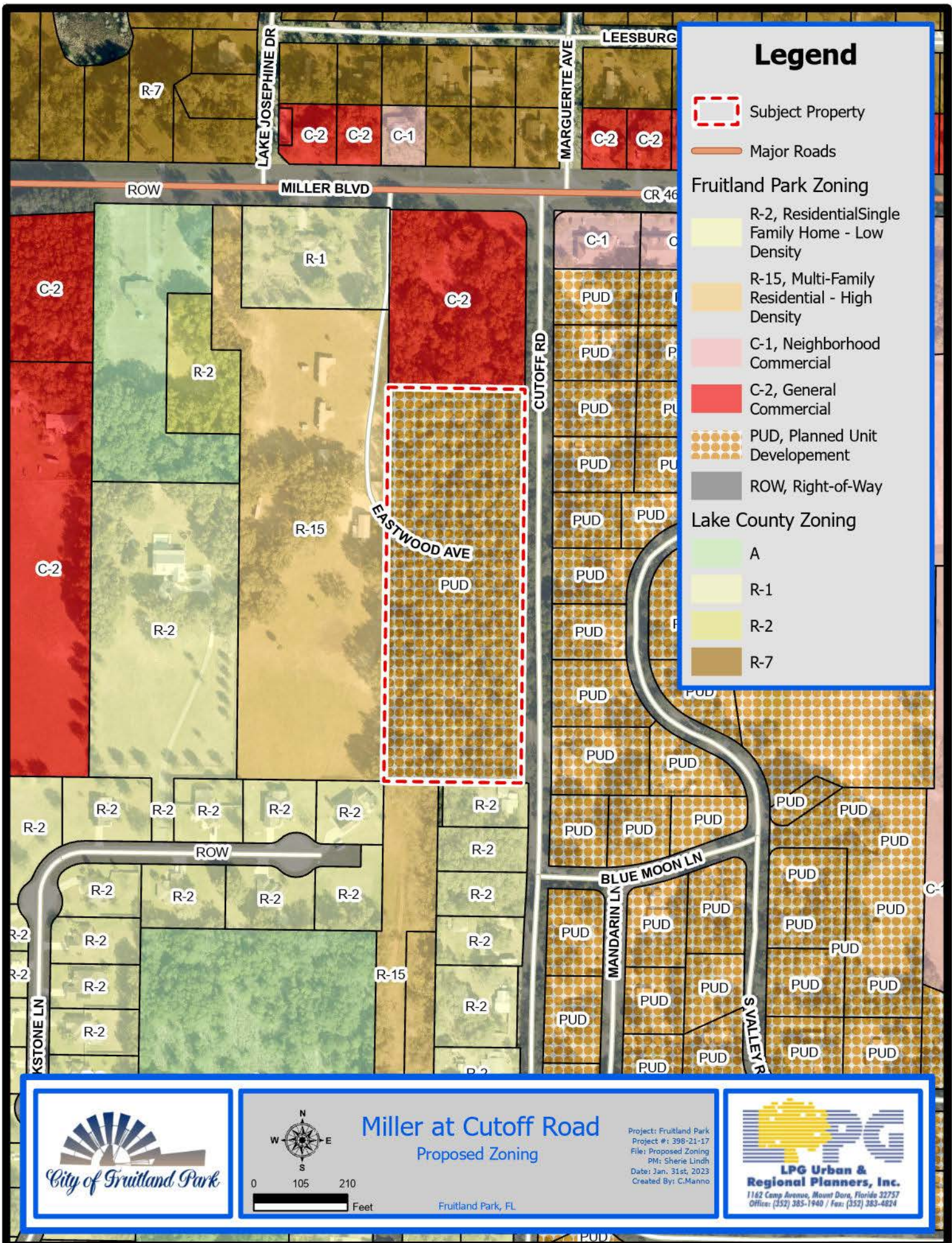
A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LYING IN LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN NORTH 89° 13' 16" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 1,349.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 13' 16" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 306.16 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 33' 35" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5 FOR A DISTANCE OF 928.14 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89° 50' 43" EAST FOR A DISTANCE OF 306.22 FEET TO A POINT ON THE WEST LINE OF THE EAST 25.00 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CUTOFF ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 691, PAGE 2361 AND OFFICIAL RECORDS BOOK 700, PAGE 1373 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 33' 43" WEST ALONG SAID WEST LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 933.13 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 284,942 SQUARE FEET, OR 6.54 ACRES, MORE OR LESS.





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

REZONING

Owner: Lake Sumter Commercial, LLC

Applicant: Alex Stringfellow

General Location: Southwest corner of Miller Blvd & Cutoff Rd

Number of Acres: 6.54 ± acres

Existing Zoning: R-3

Existing Land Use: Mixed Community (MC) (6 units/acre)

Proposed Zoning: Planned Unit Development (PUD)

Date: June 30, 2023

Description of Project

The applicant is proposing to rezone 6.54 +/- acres to a Planned Unit Development (PUD) to accommodate 19 homes and 19 accessory dwellings, for a total of 38 dwelling units on 60' X 112' lots. The proposed density is 5.75 units/acre which is consistent with the MC land use. The lots will be platted. It is the applicant's intent to rent the single family homes with long term leases, typically one year.

The proposed development consists of three home types on 60' X 112' (6,720 SF) lots:

- (1) a 2,148 sq ft home with a 470 sq ft garage and accessory dwelling unit of 705 sq ft over the garage (2 car garage, with the ADU parking in driveway)
- (2) a 2,152 sq ft home with a 442 sq ft garage and accessory dwelling unit of 939 sq ft (3 car garage, with ADU parking in the garage or the driveway)
- (3) a 1,500 sq ft home with no accessory dwelling unit and a 470 sq ft 2 car garage.

The proposed development consists of 2.53 acres of open space and stormwater, as well as .23 acres of recreation. These areas respectively encompass 39% and 3.5% of the total site. The surrounding zoning is R-7, R-3, R-1, and PUD. Surrounding land uses include Urban Medium, Multiple Family High Density, Single-Family Low Density, and Single-Family Medium Density.

	Surrounding Zoning	Surrounding Land Use
North	R-7	Urban Medium (7 du/acre)
South	R-3 and R-1	Multiple Family High Density (15 du/acre) & Single-Family Low Density (2 du/acre)
East	PUD	Single Family Medium Density (4 du/acre)
West	R-3 and R-1	Multiple Family High Density (15 du/acre)

Assessment

Rezoning

The minimum parcel size should be ten (10) acres, but parcels less than the minimum required area may be approved, if the City Commission determines that the intent and purpose of the PUD district in conjunction with the expressed municipal development policy would be served in such a case (LDR Chapter 154.030(11)). A waiver to allow for a PUD that is less than 10 acres has been included.

A waiver is being requested for the proposed accessory dwelling unit of 939 SF, as it is 44% of the size of the principal unit, and will require a waiver of LDR Section 156.010(e) in which an accessory dwelling unit must not exceed 40% of the size of the principal dwelling unit.

A waiver to Section 157.080(a)(1)(f) is requested and added to the PUD plan. This section requires a cul-de-sac street be less than 600-feet in length.

The three waivers being sought are to the following LDR regulations:

- (1) LDC Section 156.010(e), a waiver to exceed the maximum ADU size.
- (2) LDR Section 154.030(11) to allow for a PUD that is less than 10 acres.
- (3) LDR Section 157.080(a)(1)(f) to allow for a cul-de-sac street longer than 600 feet.

Conceptual Plan

The Concept plan meets the minimum technical requirements.

Recommendation

It is the applicant's intent to utilize the ADUs as conventional rentals (not short term or vacation rentals). Planning staff defers to City legal counsel if a waiver is needed to the definition section of the LDRs.

Staff has no objections to the waivers sought.

The Mixed Community land use requires a mix of uses; however, the City's policy has been those projects less than 10 acres may provide for a single land use. A mix of land uses will be achieved by the existing C-2 zoned property located along CR 466A which is also owned by the property owner.

The proposed development provides for a single-family community with accessory dwelling units, a housing option that currently does not exist within the city. The proposed PUD is compatible with the general area and would provide a transition of density from the multi-family zoning (R-3) and residential zoning (R-1) located adjacent to the western and southern property boundaries.

Staff recommends approval of the rezoning with the following recommendation to address parking concerns:

A minimum of 50% of the lots shall be developed with the Home Type 2 unit which provides the principal structure with a 2 car garage and an accessory dwelling unit with a 1 car garage.

MILLER AT CUTOFF PUD

Project Name: Miller at Cutoff

Alternate Key: 3933635

Developer:

Atlantic Housing Partners

200 E. Canton Avenue, Suite 102, Winter Park, FL 32789

Site Location: South of Miller Boulevard and West of Cutoff Road in the City of Fruitland Park, FL.

Future Land Use: Mixed Community

Adjacent Zoning & Land Uses: R-7 (Lake County) to the North, C-2 to the Northeast, PUD to the East, R-1 and R-3 to the South and R-1 (Lake County) and R-3 to the West.

Proposed Use: Residential and amenity buildings including, but not limited to, mail kiosks, gazebos, and other ancillary uses.

Proposed Phasing: Not applicable.

Proposed Parking: 2 Car Garage & Driveway

Acreage & Density:

Gross Acreage of Parcel: +/- 9.05 Acres

Net Acreage in Commercial: +/-2.45 Acres

Net Acreage in PUD: +/- 6.6 Acres

Max Density in FLU: 6 Du/Ac

Max Allowable: 39 Units

Proposed Units: 19 Units plus up to 19 ADUs

WMD: St. Johns River Water Management District

Floodplain: None present on the subject property.

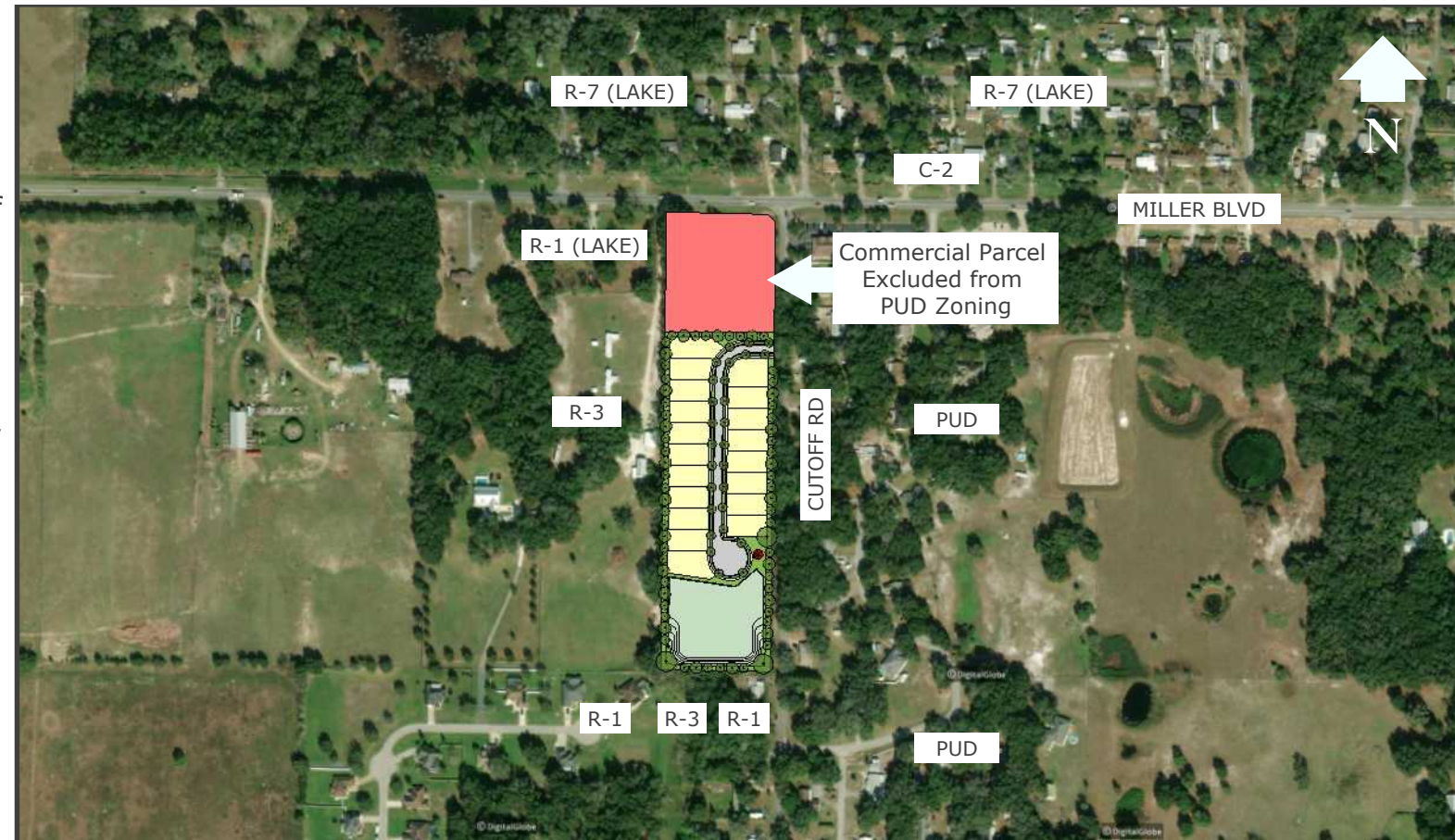
Utilities: City water service, fire protection, sewage disposal. Stormwater is proposed on site.

Waivers:

1. LDC Section 156.010(e), waiver to exceed maximum ADU size.
2. Waiver to allow for a PUD that is less than 10 acres.
3. LDC Section 157.080(a)(l)(f), waiver to allow for a cul-de-sac street longer than 600 feet.

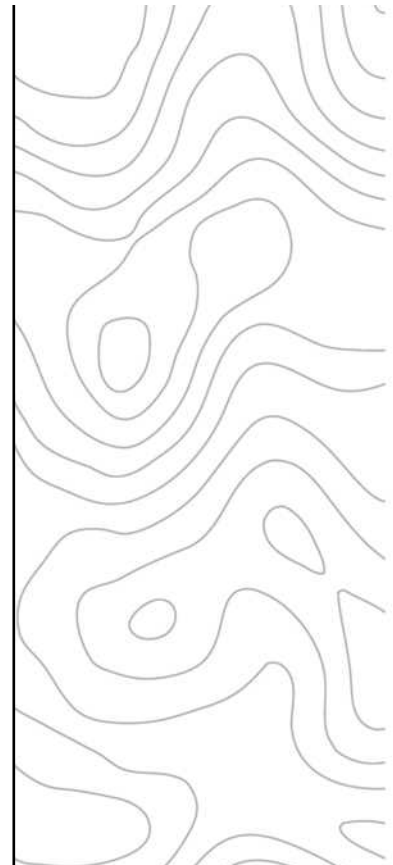
Conditions:

1. Principal Structure and Accessory Dwelling unit will be owned by the same entity.
2. Cul-de-sacs shall have a diameter of 100' or greater.



Situated south of Miller Blvd west of Cutoff Road in the City of Fruitland Park, Florida the Miller at Cutoff project is a proposed development of 19 single family homes with up to 19 accessory dwelling units. The total parcel size is +/- 9.05 Acres, however the commercial area of the project will not be part of the PUD and is currently zoned C-2. No commercial development is currently proposed. The remaining +/- 6.6 Acres on the south portion of the property is requesting a rezoning to a PUD and will contain residential uses. Current future land use allows up to 6 DU/AC or 39 units. The proposed development will have 19 single family units, along with up to 19 accessory units. The development will include an association that will maintain community amenities and associated private improvements. Access for the development will occur from Miller Blvd.

Improvements to Cutoff Road: Cutoff road will be improved to County standards from Miller Boulevard to the entry road for the community. The entryway to the community will be greater than 300 feet from the intersection of Miller Boulevard. A sidewalk on the west side of Cutoff Road will be provided for the length of the subject property. Location to be determined.



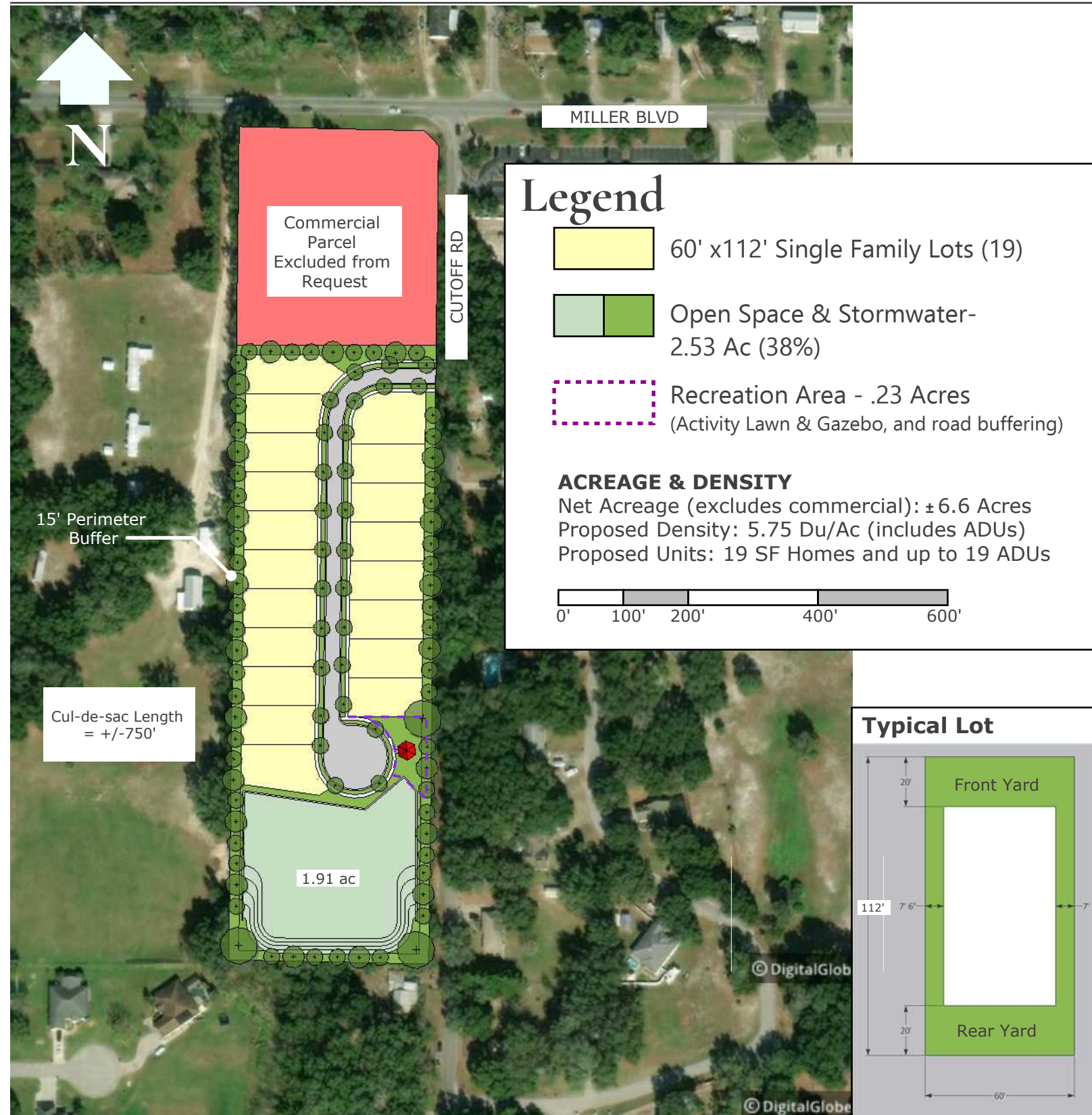
Plan Prepared by:
ALEX STRINGFELLOW
352.217.7710
alex@stringfellowplanning.com

**Additional Supporting
Graphics Prepared by:**
SIMON HARDT
207.607.9366
simon@stringfellowplanning.com



STRINGFELLOW
PLANNING & DESIGN

MILLER AT CUTOFF PUD



Unit Details

Home Type 1: (2-car garage, Accessory Unit parking in driveway)

Principal Unit:

2,148 SF - AC Area
 470 SF - Garage

Accessory Unit (over garage):

705 SF - AC Area (33% the size of the AC Area of principal unit)
 - No Garage for Accessory Unit

Home Type 2: (3-car garage, Accessory Unit parking in driveway or garage)

Principal Unit:

2,152 SF - AC Area
 442 SF - 2 Car Garage

Accessory Unit:

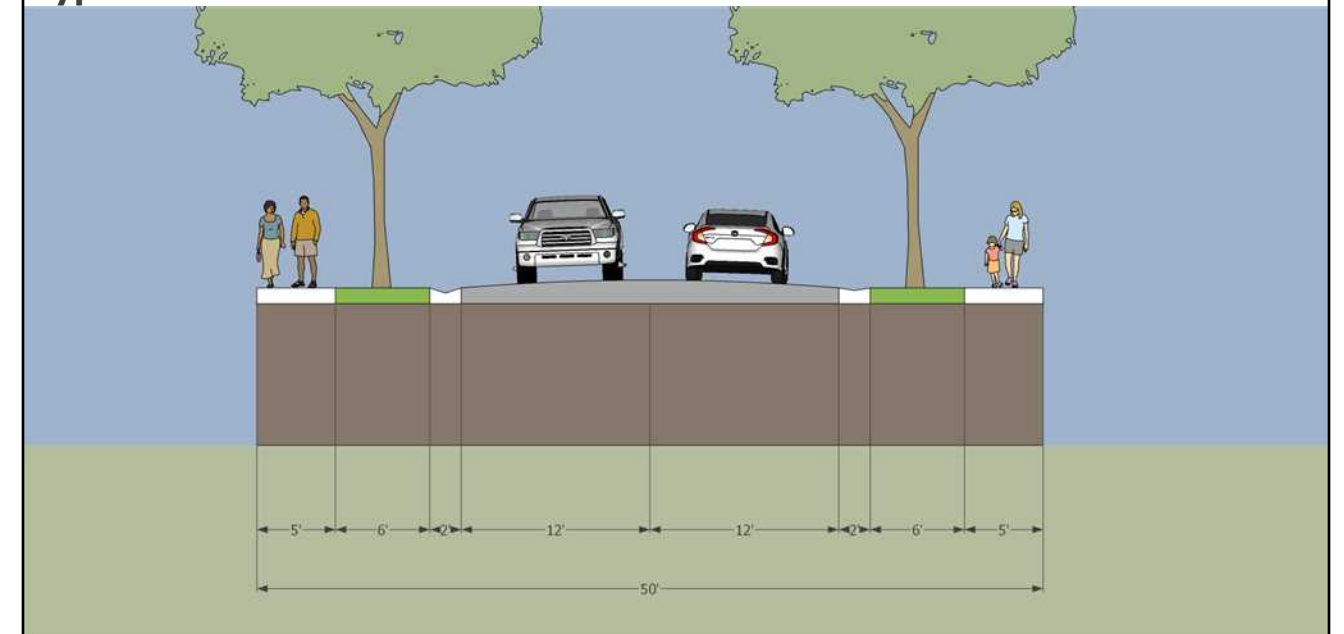
939 SF - AC Area (44% the size of principal structure, requires waiver of LDC Section 156.010(e))
 281 SF - 1 Car Garage

Home Type 3: SF homes without Accessory Unit

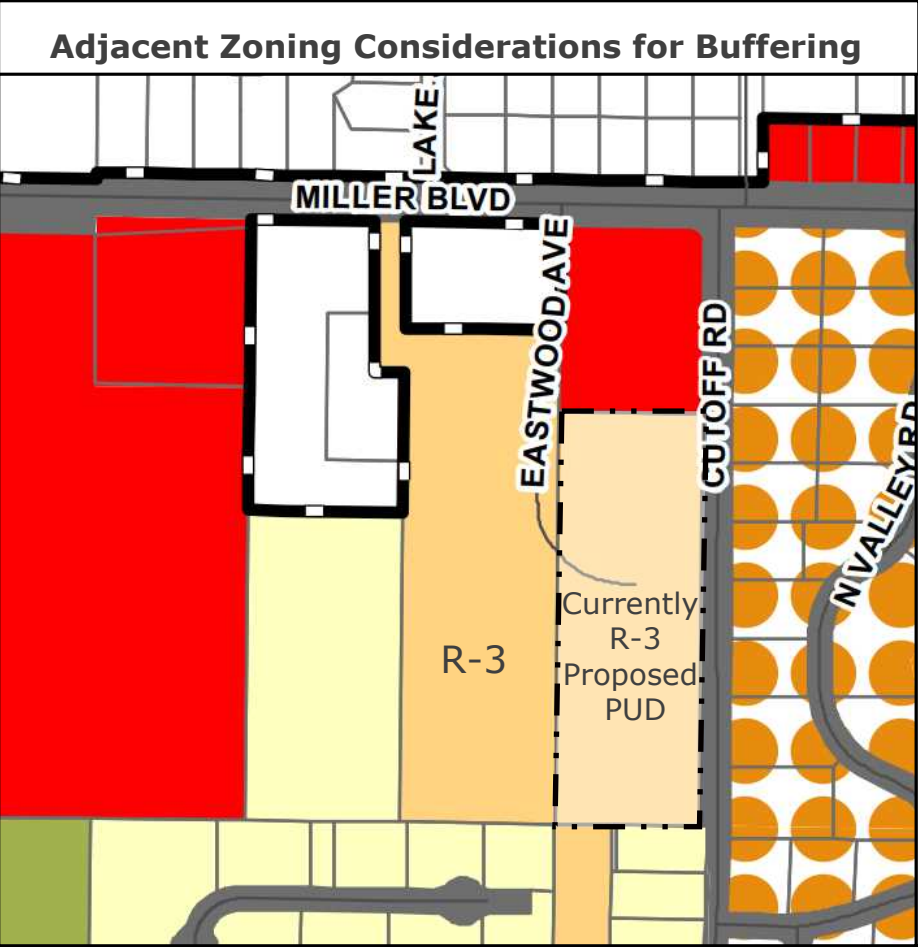
1,500 SF - AC Area
 470 SF - 2 Car Garage

Max Building Height: 35 ft.

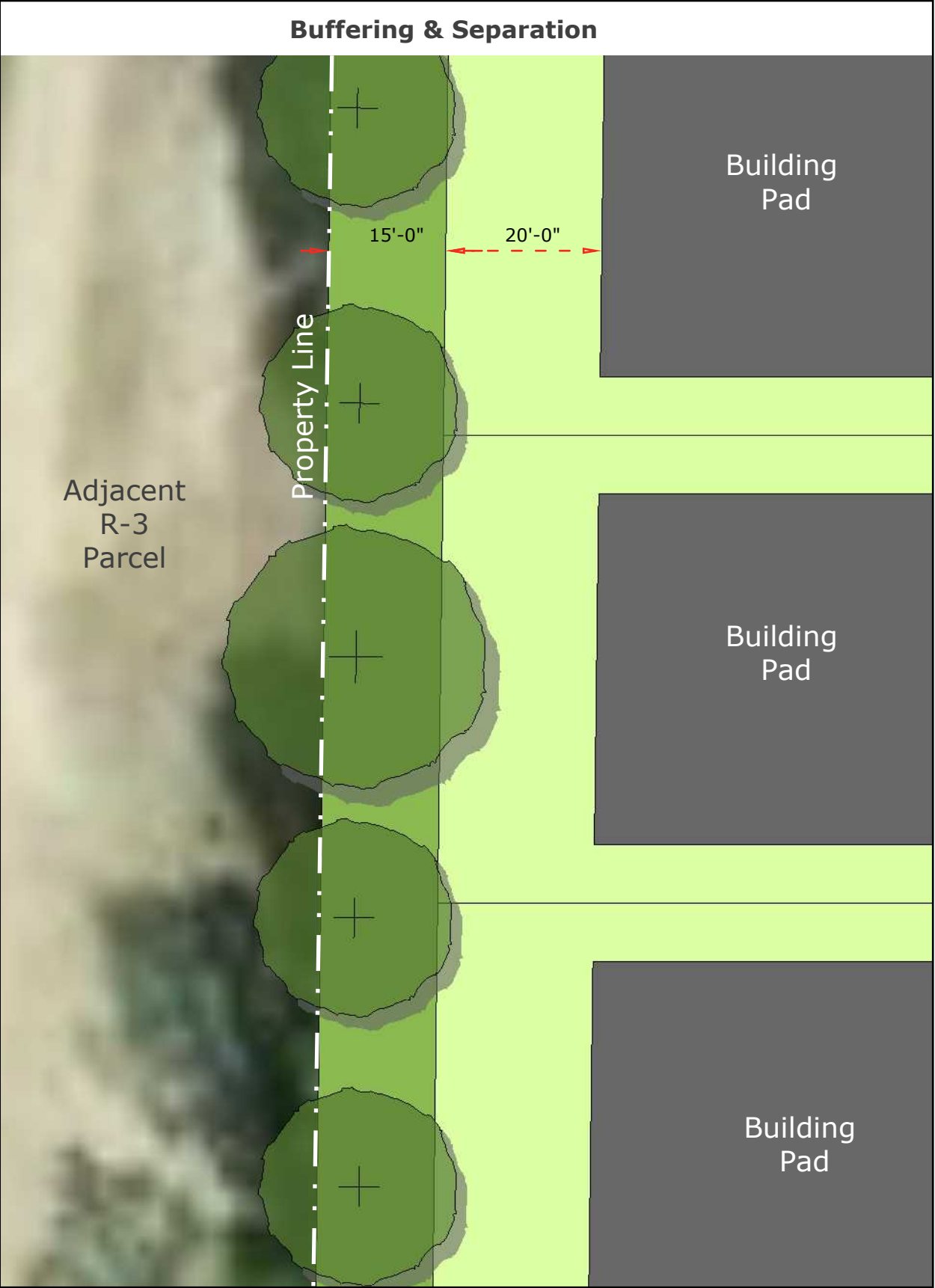
Typical Road Section



MILLER AT CUTOFF PUD



BUFFER REQUIREMENTS (per 100')				
SITE ZONING	BUFFER WIDTH	CANOPY TREES	UNDERSTORY TREES	SHRUBS
PUD	15'	4	2	15



STRINGFELLOW
PLANNING & DESIGN

MILLER AT CUTOFF PUD



1 BUILDING TYPE I - FRONT ELEVATION OPT. A
SCALE: 3/16" = 1'-0"



2 BUILDING TYPE I - RIGHT ELEVATION OPT. A
SCALE: 3/16" = 1'-0"



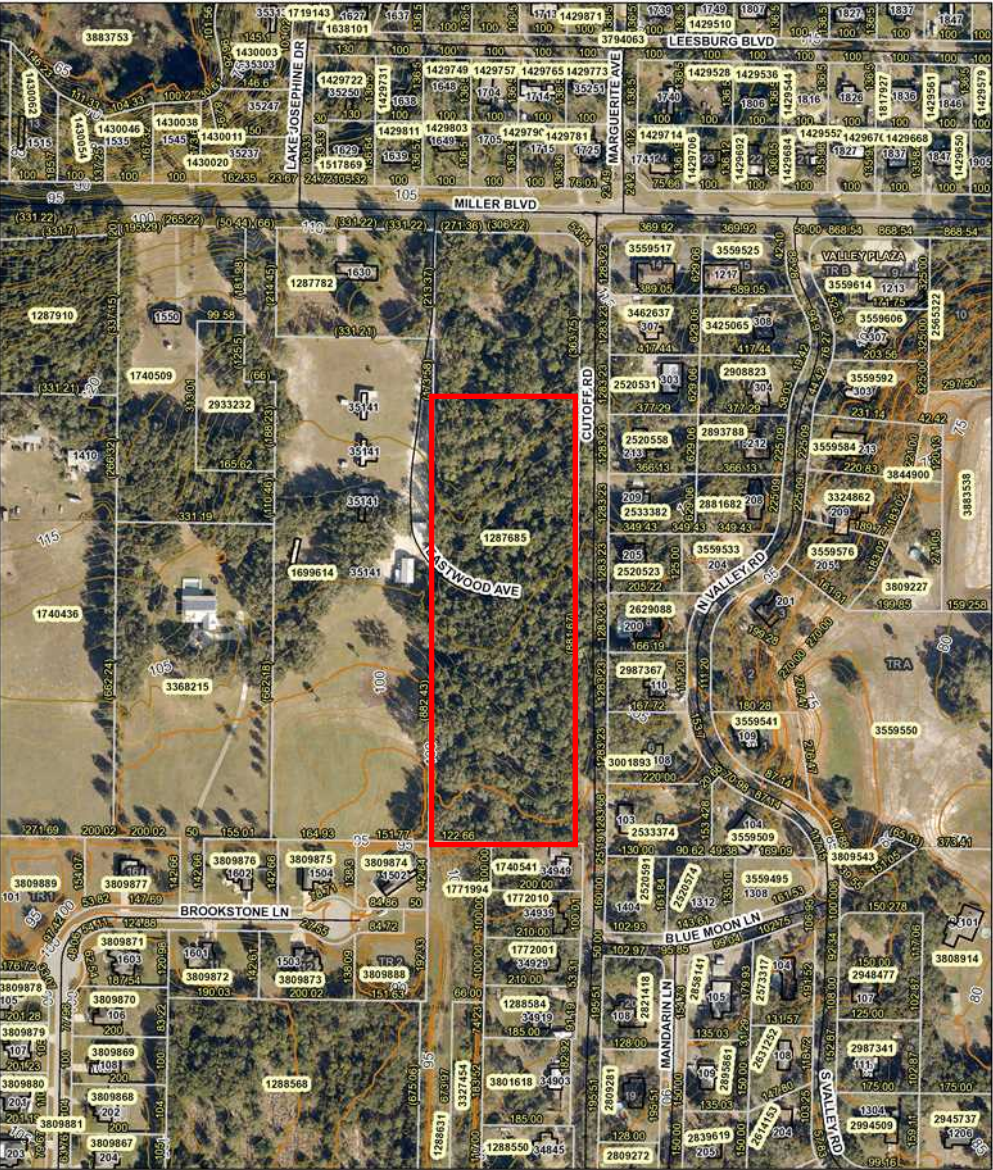
3 BUILDING TYPE I - REAR ELEVATION OPT. A
SCALE: 3/16" = 1'-0"



4 BUILDING TYPE I - LEFT ELEVATION OPT. A
SCALE: 3/16" = 1'-0"

MILLER AT CUTOFF PUD

1 ft. Contours (Source: Lake County)



May 26, 2022

Street Names

Local Streets

Subdivision Lot Numbers

Building Footprints

Address Locations

Boundary Line Dimensions

Property Name

Tax Parcels Alternate Key

Tax Parcels

County Boundary

Surrounding Counties

1:2,500

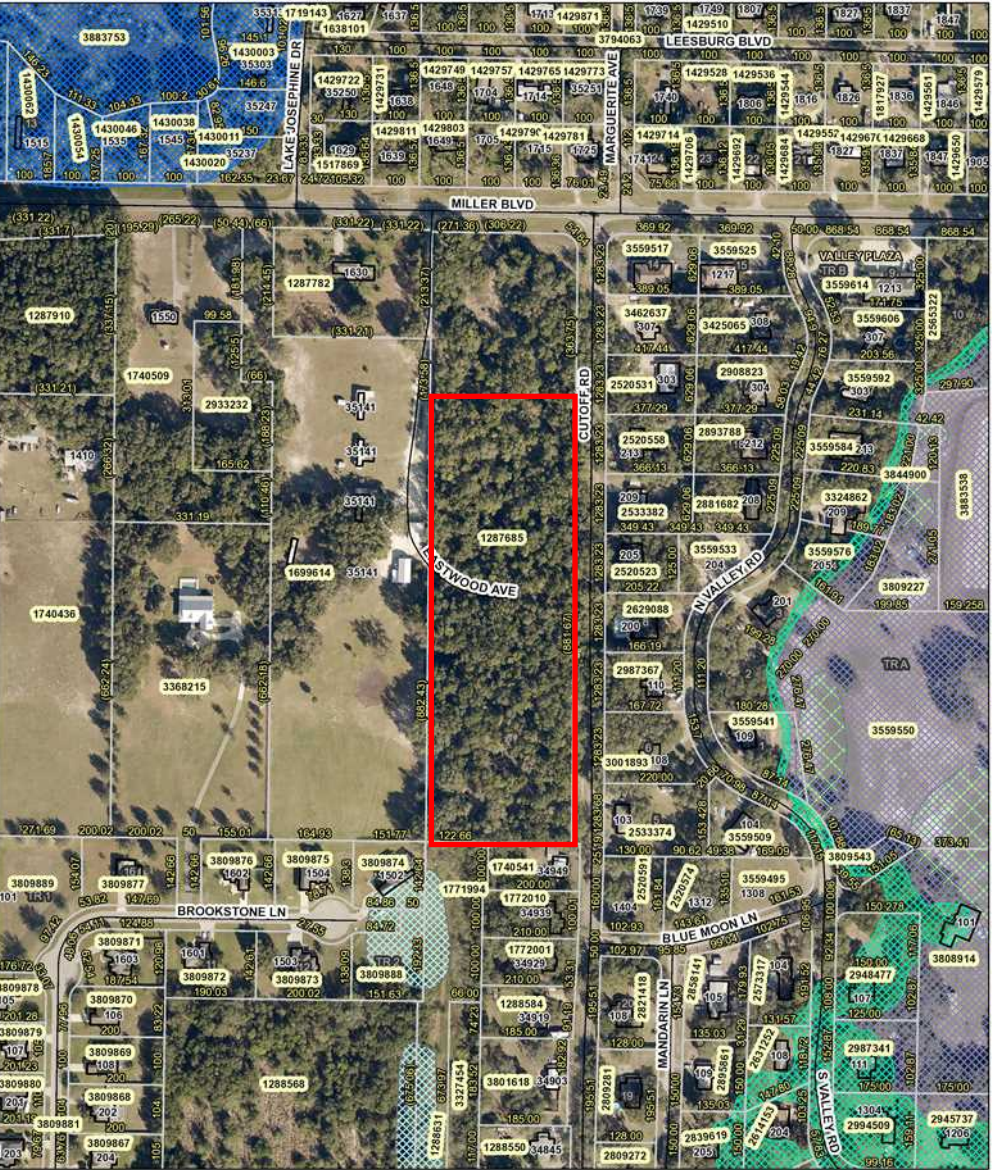
0 0.0275 0.055 0.11 mi

0 0.045 0.09 0.18 km

Lake County Property Appraiser
Lake BCC

Lake County Board of County Commissioners

Wetlands & Floodplains (Source: Lake County)



May 26, 2022

Street Names

Local Streets

Subdivision Lot Numbers

Building Footprints

Address Locations

Boundary Line Dimensions

Property Name

Tax Parcels Alternate Key

Tax Parcels

County Boundary

Surrounding Counties

1:2,500

0 0.0275 0.055 0.11 mi

0 0.045 0.09 0.18 km

Lake County Property Appraiser
Lake BCC

Lake County Board of County Commissioners

Flood Zones 2012

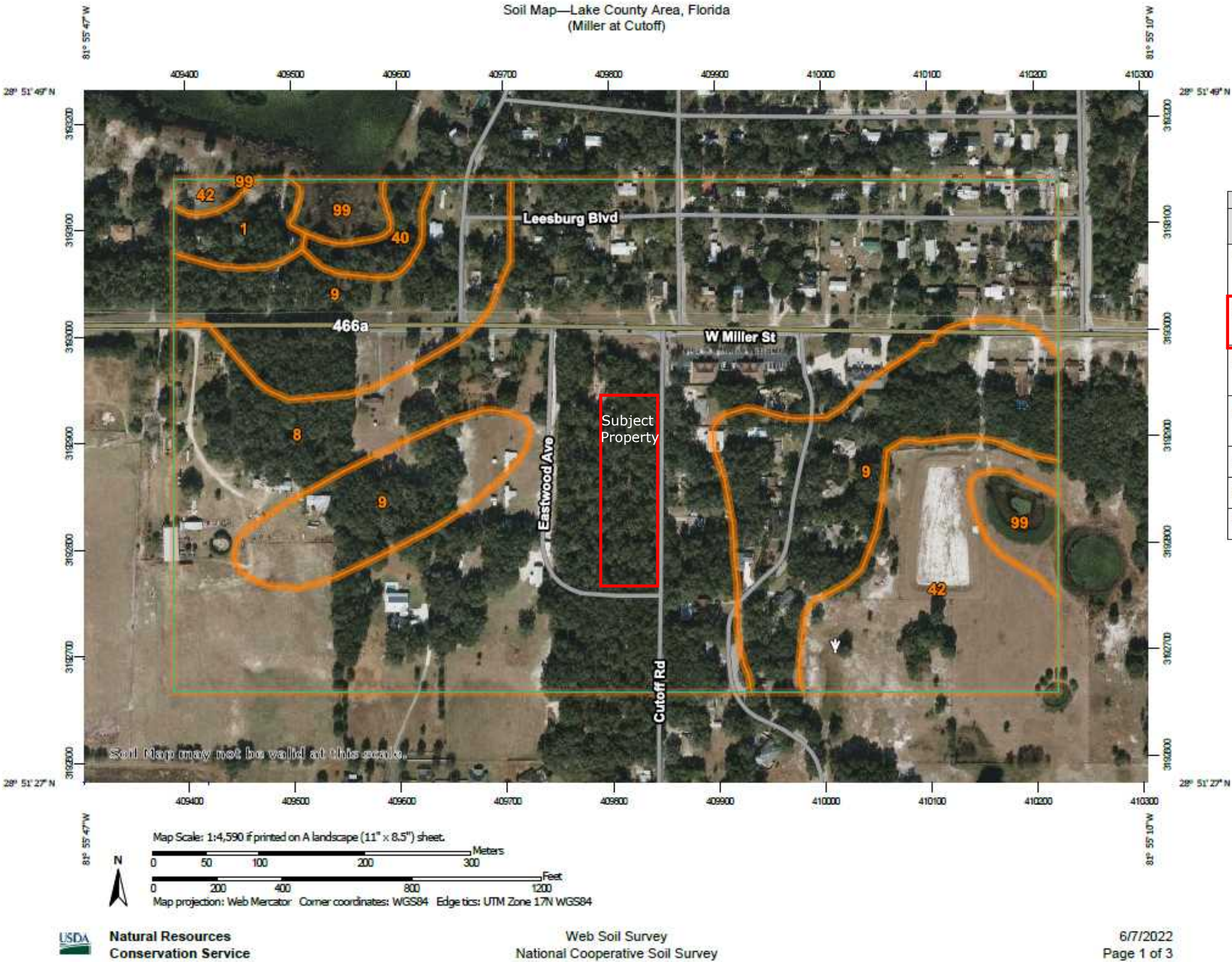
0.2 PCT ANNUAL CHANCE FLOOD HAZARD

A



STRINGFELLOW
PLANNING & DESIGN

MILLER AT CUTOFF PUD



Map Unit Legend

Map Unit Symbol	Map Unit Name
1	Sparr sand, 0 to 5 percent slopes
8	Candler sand, 0 to 5 percent slopes
9	Candler sand, 5 to 12 percent slopes
40	Placid and Myakka sands, depressional
42	Pompano sand
99	Water
Totals for Area of Interest	

The Villages[®] DAILY SUN

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


Before the undersigned authority personally appeared **Amber Sevison**, 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 # **01134384** in the matter of

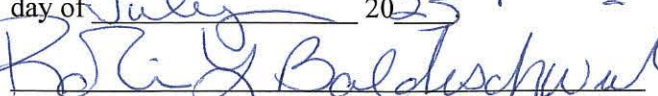
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

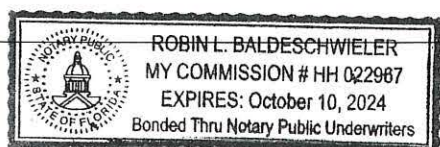
JUNE 29, 2023
JULY 14, 2023

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


(Signature Of Affiant)

Sworn to and subscribed before me this 18
day of July 2023

Robin L. Baldeschwieler, Notary

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



NOTICE OF PUBLIC HEARING

ORDINANCE 2023-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 6.54 ± ACRES OF PROPERTY LOCATED ON CR 466A, FRUITLAND PARK, FLORIDA FROM CITY OF FRUITLAND PARK R-3 ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

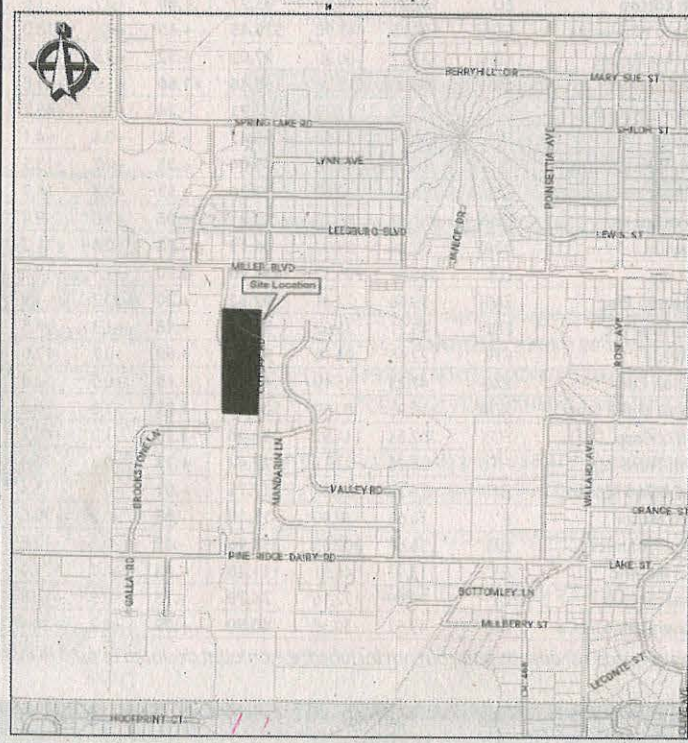
The proposed Ordinance will be considered at the following public meetings:

Fruitland Park City Commission Meeting Thursday, July 13, 2023 @ 6:00 p.m.
Fruitland Park City Commission Meeting Thursday, July 27, 2023 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinance and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed resolution.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.

Location Map



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
I t e m N u m b e r : 6 a

ITEM TITLE: **CITY MANAGER’S REPORT**

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: July 17, 2023

SUBMITTED BY: City Manager

BRIEF NARRATIVE: **City Manager’s Report**

- i. **Economic Development Status Update**
- ii. **Commercial Developments Permits Issued Status Report**

FUNDS BUDGETED: None

ATTACHMENTS: None

RECOMMENDATION:

ACTION: None

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

ITEM TITLE:	CITY ATTORNEY REPORT
MEETING DATE:	Thursday, July 27, 2023
DATE SUBMITTED:	July 20, 2023
SUBMITTED BY:	City Attorney
BRIEF NARRATIVE:	City Attorney Report

U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley): A Final Judgment of Foreclosure was entered March 24, 2023 in the amount of \$52,811.09. The sale was held May 23, 2023 at 11 am. A Certificate of Title was issued to JLH Properties, LLC on June 5, 2023. The winning bid was \$80,100. Since the property sold for more than the judgment amount, the surplus proceeds will be held pending further Order of the Court. Attorney McCulloch will be seeking a portion of the excess proceeds to satisfy the City's lien. On June 29, 2023 a third party Rapid Surplus Refund LLC intervened and filed a motion seeking the excess proceeds on behalf of the purported sole heir to Robert Moore's estate. Attorney McCulloch filed an Amended Motion to Disburse Excess Funds. A hearing will be held September 8, 2023 on both the City's motion as well as the third party's motions. As of July 10, 2023 (863 Days) the City's fines and costs total \$43,209.16.

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: The City was served with a lawsuit on September 8, 2022. A copy has been provided to the Commission. Plaintiffs file a two-count Verified Complaint. Count I – Inverse Condemnation and Count II – Trespass. Plaintiffs allege the City's construction of the library has caused storm water to flood across Rose Avenue onto their property located at 100 Rose Ave., Fruitland Park and have converted their property into a storm water retention system. Public Risk Management (PRM) retained attorney Donovan A. Roper and Mark K. McCulloch of Roper & Roper, P.A. to defend the City. An answer and affirmative defenses were filed on behalf of the City. On October 27, 2022 Plaintiff filed a reply to the City's affirmative defenses. A Civil Case Management Order Requiring Disclosures was entered by Judge Takac. The Order requires a non-jury trial to occur no later than 18 months from filing the original Complaint, if not sooner resolved. The trial must be held by March 2, 2024. On February 2, 2023 the City served Interrogatories and a Request to Produce on Plaintiffs. Plaintiffs filed responses March 6, 2023. No further activity has occurred since the filing of discovery responses.

Kaitlin Delong vs. City of Fruitland Park, Lake County Case No. 2022-CA-00463: Plaintiff filed a lawsuit against the City alleging damages resulting from a motor vehicle crash between a vehicle Plaintiff was operating and a marked Fruitland Park Police Department vehicle. Insurance assigned Roper & Roper to defend the City. An Answer and Affirmative Defenses were filed on July 22, 2022. Discovery has been ongoing. Trial is scheduled on the trial docket beginning February 19, 2024. The City took the deposition of the Records Custodian from Adventhealth Waltermann on April 4, 2023. Prior to the deposition it was determined that outstanding medical costs are \$35,222.85. Pre-trial conference has been ordered to occur on October 2, 2023 and for trial to commence during the three-week trial term beginning October 9, 2023. On June 8, 2023

the City served Plaintiff a Proposal for Settlement/Offer of Judgment. Plaintiff noticed the deposition of former City employee Creech to take place on August 21, 2023. The City is seeking records of the Plaintiff from Caliber – Altamonte Springs. Plaintiff filed an objection to the City's subpoena for the records.

Code of Ordinances Codification: As of February 16, 2023 CivicPlus is in receipt of the City's comments. They are working to prepare proofs for the City's further review.

LDR Codification: CivicPlus was provided the adopted LDRs on September 22, 2022. On April 7, 2023 CivicPlus posted Ordinance 2022-001 which amended and restated the City's LDRs online under Code of Ordinances, "Adopted Ordinances Not Yet Codified."

FUNDS BUDGETED: None

ATTACHMENTS:

RECOMMENDATION:

ACTION: None

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

ITEM TITLE: Public Comments

MEETING DATE: Thursday, July 27, 2023

DATE SUBMITTED: Wednesday, July 17, 2023

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:

RECOMMENDATION: None

ACTION: None