

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
February 22, 2024**

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

Pastor Kelly Smith, Community United Methodist Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. 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.

(a) Approval of Minutes (city clerk)
February 8, 2024, regular minutes.

(b) Resolution 2024-010 Fire Department Building Demolition (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROFESSIONAL DIRT SERVICES, INC.'S PROPOSAL FOR DEMOLITION OF EXISTING FIRE STATION/ADMINISTRATION BUILDING IN AN AMOUNT NOT TO EXCEED \$16,000.00; AUTHORIZING THE MAYOR TO EXECUTE THE BID; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2024-011 Fire Department Asbestos Abatement (city attorney/city manager/public works director)

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PECE OF MIND ENVIRONMENTAL INC.'S BID FOR ASBESTOS ABATEMENT FOR THE FIRE STATION IN AN AMOUNT NOT TO EXCEED \$9,395.00; AUTHORIZING THE MAYOR TO EXECUTE THE BID; PROVIDING FOR AN EFFECTIVE DATE.

4. REGULAR AGENDA

- (a) Resolution 2024-012 Subrecipient Agreement - ARPA Funds Agreement 16" Water Main "Reserve at Spring Lake Water Main Improvements Project"** (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND LAKE COUNTY, FLORIDA FOR DISBURSEMENT OF AMERICAN RESCUE PLAN ACT FUNDS IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS FOR CONSTRUCTION OF A 16" WATER MAIN REFERRED TO AS RESERVE AT SPRING LAKE WATER MAIN IMPROVEMENTS PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

- (b) Resolution 2024-013 New Public Works Building Change Order #10 to EJCDC Standard Form of Agreement - GSB Construction and Development Inc.** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CHANGE ORDER NO. 10 TO THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. TO PROVIDE FOR AN INCREASE OF \$3,181.71 IN THE STIPULATED SUM; AUTHORIZING EXECUTION OF THE CHANGE ORDER; PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

- (c) Second Reading and Public Hearing 2024-003 SRF Amendment No. 2 to Loan Agreement** (city attorney)

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, APPROVING STATE REVOLVING FUND AMENDMENT 2 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 MAKE ADJUSTMENTS TO THE LOAN AMOUNT, SEMIANNUAL LOAN PAYMENT, LOAN SERVICE FEE

AND PROJECT COSTS TO REFLECT ACTUAL COSTS AND REDUCTION OF THE LOAN AMOUNT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (The first reading was held on February 8, 2024.)

(d) Second Reading and Public Hearing - Ordinance 2024-001 CDD Enclave at Lake Geneva – 135.4+ Acres Between Lake Ella Road and South to Spring Lake Road - Petitioner: Lake Sanders Groves Land LLP

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; ESTABLISHING THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (The first reading was held on February 8, 2024.)

END OF PUBLIC HEARING

5. (a) City Manager

i. Economic Development Status Update Report

ii. Commercial Developments Permits Issued Status Update Report

iii. City Manager Recruiting Firm's Status Update Report
Recruiting Firm Status Update - Colin Baenziger & Associates

(b) City Attorney

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

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

iii. Code of Ordinances – Codification

6. UNFINISHED BUSINESS

7. 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.

8. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner Bell

(c) Commissioner Gunter, Jr.

(d) Vice Mayor DeGrave

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

- February 28, 2024, Lake~Sumter Metropolitan Planning Organization Governing Board Meeting, 1300 Citizens Blvd., Suite 175, Leesburg, Florida 34748 at 2:00 p.m.;
- March 1, 2024, Northwest Lake Community/Cales Memorial Multipurpose Soccer Field Recreation Complex, 300 Shiloh Street, Fruitland Park, Florida at 5:00 p.m.;
- March 8, 2024, *Lake County Conservation Strategies*, Lake County League of Cities, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at noon;
- March 14, 2024, City Commission regular at 6:00 p.m.;
- March 23, 2024, Fruitland Park Day at 10:00 a.m., and
- March 28, 2024, City Commission regular at 6:00 p.m.;

For additional events including the library, please visit [Calendar | City of Fruitland Park Florida](#).

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
Item Number: 3 a - c

ITEM TITLE: **Draft Meeting Minutes, Resolutions 2024-010 and 2024-011**

MEETING DATE: Thursday, February 22, 2024

DATE SUBMITTED: See below.

SUBMITTED BY: See below.

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

(a) Approval of Minutes (city clerk)

February 8, 2024 regular meeting minutes. (Submitted: February 14, 2024.)

(b) Resolution 2024-010 – Fire Department Building Demolition (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROFESSIONAL DIRT SERVICES, INC.'S PROPOSAL FOR DEMOLITION OF EXISTING FIRE STATION/ADMINISTRATION BUILDING IN AN AMOUNT NOT TO EXCEED \$16,000.00; AUTHORIZING THE MAYOR TO EXECUTE THE BID; PROVIDING FOR AN EFFECTIVE DATE. (Submitted: February 13, 2024.)

(c) Resolution 2024-011 Fire Department Asbestos Abatement (city attorney/city manager/public works director)

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PECE OF MIND ENVIRONMENTAL INC.'S BID FOR ASBESTOS ABATEMENT FOR THE FIRE STATION IN AN AMOUNT NOT TO EXCEED \$9,395.00; AUTHORIZING THE MAYOR TO EXECUTE THE BID; PROVIDING FOR AN EFFECTIVE DATE. (Submitted: February 13, 2024)

FUNDS BUDGETED: None

ATTACHMENTS: Draft minutes and proposed resolutions and exhibits.

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

ACTION: **Approval**

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
February 8, 2024**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, February 8, 2024, 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: City Attorney Anita Geraci-Carver; City Treasurer Gary Bachmann; Police Chief Erik Luce; Public Works Director Robb Dicus; Human Resources Director John Klein; Deputy Finance Director Dennis Bowers; Michael “Mike” Rankin, Interim Community Development Director, LPG Urban & Regional Planners Inc. (consultant retained by the city); Administrative Manager Sharon Williams, Permit and Zoning Technician Keli Fielder, Community Development Department; Lieutenant/Paramedic Ryan Robbins and Firefighter Eddie Simon, Lake County Office of 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 Pastor Kelly Smith, Community United Methodist Church, gave the invocation, Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:01:08 p.m. No action was taken.

2. ROLL CALL

After Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present, he recognized the absence of Commissioner Mobilian.

ACTION: 6:02:48 p.m. Upon Mayor Cheshire’s recommendation, and **by unanimous consent, the city commission excused the absence of Commissioner John Mobilian from this evening’s meeting.**

3. Love Week – February 10-18, 2024

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming the week of February 10th to 18th, 2024 as *Love Week* and encouraged everyone to participate by supporting and joining the community to perform acts of kindness and making a difference in creating an atmosphere of partnership and generosity within our city.

ACTION: 6:03:05 p.m. Pastor Kelly accepted the proclamation with thanks.

4. CONSENT AGENDA

The city commission considered its action to approve the following consent agenda item:

(a) **Approval of Minutes**

January 25 regular and January 25, 2024 workshop meeting minutes.

(b) **Resolution 2024-008 - 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.

(c) **Resolution 2024-009 - Lake County Library Advisory Board Appointments**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A BOARD MEMBER AND AN ALTERNATE BOARD MEMBER TO THE LAKE COUNTY LIBRARY ADVISORY BOARD TO SERVE A FOUR-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:05:45 p.m. **On motion of Commissioner Bell, seconded by Vice Mayor DeGrave and unanimously carried, the city commission approved the consent agenda as previously cited with the Library Advisory Board member appointment Tom Harris and alternate board member Robert Ballenger.**

5. REGULAR AGENDA

(a) **Fire Department Building Demolition – Quotes**

The city commission considered its action to approve one of the following three quotes for the demolition of the existing firehouse to make way for the new public safety building:

- 1) Logan Sitework Contractors Inc. - \$24,565.00;
- 2) Pece of Mind Environmental Inc. - \$27,400.00;
- 3) Professional Dirt Services Inc. - \$16,000.00.

ACTION: 6:06:45 p.m. After discussion and **on motion of Vice Mayor DeGrave, seconded by Commissioner Gunter and unanimously carried, the city commission approved staff's recommendation to award the fire department building demolition quote for \$16,000 to Professional Dirt Services Inc. as the lowest, responsive and responsible bidder.**

(b) **Fire Department Asbestos Abatement – Quotes**

The city commission considered its action to approve one of the following two quotes to remove asbestos mastic below original tile at the firehouse before building demolition:

- 1) Pece of Mind Environmental Inc. - \$9,395.00, and
- 2) Clean Building Environmental Contractor Inc. - \$9,971.00

ACTION: 6:07:55 p.m. After discussion and **on motion of Commissioner Gunter, seconded by Commissioner Bell and unanimously carried, the city commission approved staff's recommendation to award the fire department asbestos abatement quote for \$9,395 to Pece of Mind Environmental Inc. as the lowest, responsive and responsible bidder.**

(c) City Manager Recruiting Firm's Status Update Report

Mr. La Venia acknowledged his impending retirement and the recruitment for his position and recognized the presence of Mr. Colin Baenziger, Colin Baenziger & Associates, at this evening's meeting who met with individual city commission members earlier this day.

Mr. Baenziger gave an overview and outline of the city manager recruitment process.

ACTION: 6:09:19 p.m. No action was taken.

PUBLIC HEARING

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

(d) First Reading and Public Hearing Ordinance 2024-003 SRF Amendment No. 2 to Loan Agreement

After Ms. Geraci-Carver read the following title of proposed Ordinance 2024-003, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, APPROVING STATE REVOLVING FUND AMENDMENT 2 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 MAKE ADJUSTMENTS TO THE LOAN AMOUNT, SEMIANNUAL LOAN PAYMENT, LOAN SERVICE FEE AND PROJECT COSTS TO REFLECT ACTUAL COSTS AND REDUCTION OF THE LOAN AMOUNT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (The second reading will be held on February 22, 2024.)

ACTION: 6:16:33 p.m. After discussion, **a motion was made by Vice Mayor DeGrave and seconded by Commissioner Gunter that the city commission approve Ordinance 2023-003 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) Second Reading and Public Hearing – Ordinance 2024-002 Solid Waste Rates Increase - Waste Management Inc.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN EXTENSION OF ITS SOLID WASTE COLLECTION FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA; ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on January 25, 2024.)

ACTION: 6:18:15 p.m. On motion of Vice Mayor DeGrave, Commissioner Gunter and unanimously carried, the city commission continued in action to enact Ordinance 2024-002, as previously cited, to the February 22, 2024 regular meeting at the city attorney's request:

(f) First Reading and Public Hearing - Ordinance 2024-001 CDD Enclave at Lake Geneva – 135.4± Acres Between Lake Ella Road and South to Spring Lake Road - Petitioner: Lake Sanders Groves Land LLP

It now being the time advertised to enact Ordinance 2024-001, after Ms. Geraci-Carver read into the record the following title, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; ESTABLISHING THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (The second reading will be held on February 22, 2024.)

After Mr. Rankin described the subject proposed community development district establishment, Ms. Geraci-Carver acknowledged the presence of the petitioner's representative, Messrs. Richard Wohlfarth and Attorney Wesley S. Haber, Kutak Rock LLP, at this evening's meeting who outlined the community development

district's statutory requirements on the transitioning process as resident-controlled board members.

ACTION: 6:18:38 p.m. A motion was made by Vice Mayor DeGrave and seconded by Commissioner Bell that the city commission approve Ordinance 2024-001 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.

END OF PUBLIC HEARING

6. (a) City Manager

i. Economic Development Status Update

Mr. La Venia did not address the status on economic development.

ACTION: 6:23:27 p.m. No action was taken.

ii. Commercial Developments Permits Issued Status Update

Mr. La Venia did not give the status of commercial development permits issued.

ACTION: 6:23:27 p.m. No action was taken.

iii. Comprehensive Plan Status Update Report

At Mr. La Venia's request, Mr. Rankin announced the following proposed timelines during 2024 for the comprehensive plan:

- traffic, housing, public facilities and conservation elements will be conducted inhouse.to April;
- two public hearings to be held in March and one in April;
- the intergovernmental coordination and capital improvements element in May;
- recreation open space, intergovernmental and capital improvements in June;
- continue to work on recreation and open space and capital improvements in July,
- conclude the recreation open space element and tentatively schedule the public hearing in August;
- land use and public schools in September, and
- conclusion for public hearings, excluding city commission meetings, additional updates to the city commission in November and December.

ACTION: 6:23:27 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 did not address the U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845.

ACTION: 6:36:30 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-Craver referred to the Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-A-1628 where excess proceeds is being worked on with Mr. Donovan A. Roper, attorney at Roper and Roper P.A, who is handling the cases on the city's behalf, to get the funds awarded, and dispersed to the city which is expected to be closing out shortly.

Ms. Geraci-Carver indicated that she is still waiting on dates; anticipated receiving same for the next meeting to publicly make an announcement at that time for closed-session and reported that mediation is tentatively scheduled for April 9, 2024.

ACTION: 6:36:30 p.m. No action was taken.

iii. Code of Ordinances – Codification

Ms. Geraci-Carver mentioned her confirmation with CivicPlus that draft prints on the city's code is anticipated for the end of February 2024.

ACTION: 6:37:00 p.m. No action was taken.

iv. Charter Amendments

With reference to discussions on charter amendments at the last meeting, Ms. Geraci-Carver referred to the revised proposed charter amendment questions which accompanied her agenda item summary report.

ACTION: 6:25:59 p.m. No action was taken.

7. UNFINISHED BUSINESS

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

ACTION: 6:26:26 p.m. No action was taken.

8. PUBLIC COMMENTS

After Mayor Cheshire outlined the decorum for this evening's meeting, Mr. Steven "Steve" Girard Stivlosky, City of Leesburg resident, appeared before the commission mentioning

his background on the charter and the constitutional direction of same. He referred to the personhood strategic action plan which he provided to the city commission at the last meeting and distributed a resolution supporting a Fruitland Park declaration of a friendly parenthood city; a copy of which is filed with the supplemental papers to the minutes of this meeting.

After Ms. Crystal Ricco, City of Fruitland Park resident, referred to the ordinance on keeping chickens or fowl, she explained that she and another resident received violations as it is unlawful to keep them; questioned whether the city commission could reconsider, amend said ordinance or implement something on a trial basis, and relayed the neighbors' agreement of same.

After Ms. Geraci-Carver confirmed that she would be able to review Ordinance 95-008 and provide a give better direction as to whether subsection 91.170 of the city's code is enforced, Mayor Cheshire responded that Ms. Geraci-Carver will review the issue in question before the city commission considers same.

ACTION: 6:26:27 p.m. No action was taken.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

Commissioner Mobilian was absent from this evening's meeting.

ACTION: 6:32:53 p.m. No action was taken.

(b) Commissioner Bell

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

ACTION: 6:32:54 p.m. No action was taken.

(c) Commissioner Gunter

Commissioner Gunter requested that he be excused for the February 22, 2024 regular meeting.

ACTION: 6:33:29 p.m. and 6:34:12 p.m. No action was taken.

(d) Vice Mayor DeGrave

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

ACTION: 6:33:32 p.m. No action was taken.

10. MAYOR'S COMMENTS

(a) Dates to Remember

Mayor Cheshire announced the following dates:

- February 10-18, 2024, Love Week, *Attitude of Generosity and Service within Fruitland Park*:

February 8, 2024, regular

- February 10, 2024 5k Love Run, 205 W Berckman Street, Fruitland Park, Florida 34731 at 8:00 a.m.;
- February 13, 2024, *Showing Love*;
- February 15, 2024, Blood Mobile;
- February 12, 2024, City Commission Lake County Parks, Recreation and Trails Advisory Board, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 3:30 p.m.;
- February 22, 2024, City Commission regular at 6:00 p.m.;
- February 28, 2024, Lake~Sumter Metropolitan Planning Organization (LS~MPO) Governing Board Meeting, 1300 Citizens Blvd., Suite 175, Leesburg, Florida 34748 at 2:00 p.m.;

ACTION: 6:33:36 p.m. No action was taken.

11. ADJOURNMENT

The meeting adjourned at 6:49 p.m.

The minutes were approved at the February 22, 2024, regular meeting.

Signed
Esther B. Coulson, City Clerk, MMC

Signed
Chris Cheshire, Mayor

RESOLUTION 2024-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROFESSIONAL DIRT SERVICES, INC.'S PROPOSAL FOR DEMOLITION OF EXISTING FIRE STATION/ADMINISTRATION BUILDING IN AN AMOUNT NOT TO EXCEED \$16,000.00; AUTHORIZING THE MAYOR TO EXECUTE THE BID; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park has designed and will be constructing a new public safety complex therefore creating the need to demolish the existing fire station; and

WHEREAS, Professional Dirt Services, Inc. submitted a proposal for demolition of the fire station; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the bid from Professional Dirt Services, Inc. for demolition of the fire station.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The proposal from Professional Dirt Services, Inc. in the amount not to exceed \$16,000.00, **a copy of which is attached**, is approved.

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

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

PASSED AND RESOLVED this 22nd day of February, 2024, 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

1/31/2024

PROFESSIONAL DIRT SERVICES, INC.

10 W. Lakeview Avenue,
Eustis, Florida 32726
(352) 589-7000
(352) 589-7008 FAX

PROJECT TITLE:

DEMOLITION OF EXISTING FIRE STATION/ ADMINISTRATION BUILDING:
506 W. BERCKMAN STREET, FRUITLAND PARK, FLORIDA 34731

SPECIAL QUALIFICATION:

WITH THE CURRENT CONDITIONS OF THE CONSTRUCTION INDUSTRY IS EXPERIENCING, FLUCTUATION IN PRICING IS AFFECTED BY SUPPLY CHAIN DISRUPTIONS (I.E. MATERIALS SUPPLIERS, ASPHALT, CONCRETE, FUEL) AND OTHER FACTORS. PRICES REFLECTED ON THIS QUOTE ARE SUBJECT TO CHANGE UP TO TIME MATERIALS ARE ORDERED AND SHIPPED.

ADDED - SIGNIFICANT MATERIALS COST INCREASED EFFECTIVE JANUARY 1, 2024.

READY MIXED CONCRETE = +\$180.00 PER CY AVERAGE COST

LIMEROCK ROAD BASE = +\$15.50 PER TON

TRUCKING COST = +\$125.00 PER HOUR

ASPHALT HOT MIXED = +\$150.00 PER TON

REINFORCED CONCRETE PIPES (15" - 48") = +120 PERCENT IN COST PER FOOT.

PVC PRODUCTS, DIP AND MJ FITTINGS ACCESSORIES = +140 PERCENT (NOTE: DAILY INCREASE AND DAY TO DAY PURCHASED PRICE IN EFFECT - NO EXCEPTION DUE TO FUEL COST AND DELIVERY CHARGES.

PROPOSAL IS GOOD FOR 60 DAYS AND SUBJECT FOR REVIEW AFTER 60 DAY PERIOD.

Description	Quantity	UM	Unit Cost	Item cost
<u>DEMOLITION OF EXISTING FIRE STATION/ ADMINISTRATION BUILDING:</u>				
1 CITY OF FRUITLAND PARK DEMOLITION PERMITS	1	EA	500.00	500.00
2 INSTALL TYPE III SILTFENCE, MAINTENANCE AND REMOVAL	220	LF	3.00	660.00
3 DEMOLITION AND DISPOSAL OF EXISTING FIRE HOUSE (APPROX. 2442 SF) AND ADMINISTRATION OFFICE (APPROX. 2075 SF)	1	LS	12,640.00	12,640.00
4 BUILDING FOOT PRINT - GRADING, LEVELING AND CLEAN UP	1	LS	1,200.00	1,200.00
5 MAINTENANCE OF TRAFFIC AND MOBILIZATION/DEMOBILIZATION	1	LS	1,000.00	1,000.00

DEMOLITION AND DISPOSAL TOTAL

16,000.00

PROPOSAL QUALIFICATIONS AND EXCLUSIONS:

- 1 All utilities serving the structures for demolition are to be disconnected or decommissioned by others prior to our demolition start schedule.
- 2 All demolition debris accumulated are bid hauloff from site.
- 3 No import fill dirt included for leveling or grading of building foot print.
- 4 Demolition of all concrete sidewalk attached to building are included, existing asphalt and base are excluded and to be protected.
- 5 No sod, landscaping, irrigation replacement or repair is included in our proposal.

1/31/2024

PROFESSIONAL DIRT SERVICES, INC.

10 W. Lakeview Avenue,
Eustis, Florida 32726
(352) 589-7000
(352) 589-7008 FAX

6 No asbestos or any hazardous materials are included and to be removed by others.

Proposal Submitted By:
Professional Dirt Services, Inc.
State Certified CUC057021

Lito B. de Torres
Chief Estimator
Todd lealy
Project Manager

1-31-2024

RESOLUTION 2024-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PECE OF MIND ENVIRONMENTAL INC.'S BID FOR ASBESTOS ABATEMENT FOR THE FIRE STATION IN AN AMOUNT NOT TO EXCEED \$9,395.00; AUTHORIZING THE MAYOR TO EXECUTE THE BID; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park has designed and will be constructing a new public safety complex therefore creating the need to demolish the existing fire station; and

WHEREAS, Pece of Mind Environmental Inc. submitted a bid for asbestos abatement of the floor tile carpet and mastic at the fire station; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the bid from Pece of Mind Environmental Inc. for asbestos abatement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Asbestos Abatement Bid from Pece of Mind Environmental Inc. in the amount not to exceed \$9,395.00, **a copy of which is attached**, is approved.

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

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 22nd day of February, 2024, 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



Asbestos Abatement BID

September 27, 2023

Page 1 of 2

Estimating contact for questions: Steven St. Hilaire– (407)925-1465

CUSTOMER: City of Fruitland Park 506 Berckman Rd. Fruitland Park, FL 34731		PROJECT: Fire Station 506 W Berckman Rd. Fruitland Park, FL 34731	BID #:	VOL #:
CONTACT: Robb Dicus	EMAIL: ridicus@fruitlandpark.org	PHONE: 352 308-6651	FAX:	

Pece Of Mind Environmental, Inc. will furnish all necessary labor, materials, machinery, equipment, worker's compensation insurance, and liability insurance to perform the following scope of work in accordance with the plans and specifications supplied. Any changes or deviation from this scope of work will only be executed upon written notice or change order. Such changes that create extra costs will be added to the original proposal price. Pece Of Mind Environmental, Inc. will not be held responsible for delays, strikes, or matters beyond our control. This proposal is valid for 30 days.

Scope of Work

Asbestos Abatement

Removal of approximately 1700 SF of floor tile carpet and mastic from the firehouse. Pece of Mind Environmental will regulate the work area by sealing all critical barriers with 6 mill fire rated poly, the walls will be protected with a 4' poly splash guard. Negative air machines will be installed with a single chamber decontamination facility will be added. All waste will be double bagged and disposed at an asbestos approved landfill. **\$9,395.00**

Demolition of the Firehouse

Pece of Mind Demolition will demolish the firehouse and remove all concrete and footings. Concrete removal will extend to the asphalt. Price includes demolition, waste removal and permits. No fill included. **\$27,400.00**



Phone: 407-568-3456
Fax: 407-568-1954
1575 Aber Road
Orlando, Florida 32807



Asbestos Abatement BID

September 27, 2023

Page 2 of 2

Estimating contact for questions: Steven St. Hilaire– (407)925-1465

Inclusions	Exclusions
<ul style="list-style-type: none">• Taxes• Permitting• Dumpsters, trucking, and landfill fees• Abatement limited to .506 Berckman Rd.	<ul style="list-style-type: none">• Hazardous waste• Asbestos Inspections/Final Air Clearance• Mold remediation• Utility disconnects or relocation.• Notification fees• Storage of salvaged items• Salvage for others• Utility disconnects or relocation.• Night, weekend, or holiday work• Patching or repairing• Salvage for others• Moving or storage of furnishings• New build-back work• Temporary access to power and water

Cost of Payment & Performance Bond (If Applicable)	2% of contract
Mobilizations Included	1
Terms of Payment	Progress Billing

Signed: _____ Date: _____

POM Signature: _____ Date: _____



Phone: 407-568-3456
Fax: 407-568-1954
1575 Aber Road
Orlando, Florida 32807

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

ITEM TITLE: Resolution 2024-012 Subrecipient Agreement - ARPA Funds Agreement 16” Water Main “Reserve at Spring Lake Water Main Improvements Project”

MEETING DATE: Thursday, February 22, 2024

DATE SUBMITTED: Monday, February 12, 2024

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: Resolution 2024-012 Subrecipient Agreement - ARPA Funds Agreement 16” Water Main “Reserve at Spring Lake Water Main Improvements Project” from Cooke Drive to Spring Lake Road award not to exceed \$1,000,000 reported at the December 14, 2023 regular meeting.

FUNDS BUDGETED:

ATTACHMENT Proposed resolution, subrecipient agreement, project location map, federal award letter, May 16, 2023 city manager’s letter, quarterly progress report forms, and project construction schedule

RECOMMENDATION: Approval

ACTION: Adopt Resolution 2024-012.

RESOLUTION 2024-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND LAKE COUNTY, FLORIDA FOR DISBURSEMENT OF AMERICAN RESCUE PLAN ACT FUNDS IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS FOR CONSTRUCTION OF A 16" WATER MAIN REFERRED TO AS RESERVE AT SPRING LAKE WATER MAIN IMPROVEMENTS PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County has been awarded \$71,308,368 in funds pursuant to the American Rescue Plan Act (ARPA), Public Law No. 117-2, Title IX, Part 8, Subtitle M (March 11, 2021), known as the Coronavirus State and Local Fiscal Re and has determined Lake County's share of funding to be \$64,059.260; and

WHEREAS, a portion of the funding will be distributed to municipalities within Lake County for expenditures authorized pursuant to the American Rescue Plan Act; and

WHEREAS, an eligible use outlined by the U.S. Department of Treasury in its Interim Final Rule in Investments is infrastructure, and includes water and sewer infrastructure; and

WHEREAS, the parties desire to enter the Subrecipient Agreement for the purpose of providing funding to assist the City of Fruitland Park with a water main infrastructure project; and

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

Section 1. The Subrecipient Agreement between the City of Fruitland Park and Lake County, Florida for Disbursement of American Rescue Plan Act Funds, **a copy of which is attached hereto**, is approved.

Section 2. The City Commission authorizes the Mayor to execute the Subrecipient Agreement between the City of Fruitland Park and Lake County, Florida for Disbursement of American Rescue Plan Act Funds.

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 22nd day of February 2024, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:
Esther B. Coulson, City Clerk, MMC

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor 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

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF FRUITLAND PARK
AND LAKE COUNTY
FOR DISBURSEMENT OF AMERICAN RESCUE PLAN ACT FUNDS**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County” and the **CITY OF FRUITLAND PARK**, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the “Subrecipient.”

WHEREAS, the County has been awarded funds in the amount of \$71,308,368.00 pursuant to the American Rescue Plan Act of 2021 (ARPA), Public Law No. 117-2, Title IX, Part 8, Subtitle M (March 11, 2021) and codified at 42 USC 802 and 803, known as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), and implemented by the U.S. Department of Treasury’s 2021 Interim Final Rule, 2022 Final Rule, and 2023 Interim Final Rule at 31 CFR Part 35; and

WHEREAS, the U.S. Department of Treasury as the administering federal agency of the SLFRF has updated 31 CFR Part 35 to provide descriptions of various eligible uses of funds; and

WHEREAS, the 31 CFR Part 35 allows for funds to be transferred to constituent units of government, nonprofit, or private entities, who shall be considered a subrecipient and expected to comply with all subrecipient reporting requirements; and

WHEREAS, the expenditure of funds for the purpose of making necessary improvements to existing infrastructure to improve the transmission and distribution of drinking water to ensure compliance with health-based drinking water standards is an allowable use under 31 CFR Part 35, and Subrecipient has represented to the County that its Project meets the additional eligibility requirements under 40 CFR Part 35.3520 imposed by 31 CFR Part 35.6(e); and

WHEREAS, the parties desire to enter into this Agreement to provide the Subrecipient with funding to assist with eligible services under ARPA, specifically, the replacement of an existing water line with a 16-inch watermain line from Cooke Drive to Spring Lake Road in Fruitland Park, known as the Reserve at Spring Lake Water Main Improvements.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Lake County Board of County Commissioners and by the City of Fruitland Park City Commission and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. Scope.

Project Name: 16-inch water main Spring Lake Road to Cooke Drive, in Fruitland Park, Florida, known as the “Reserve at Spring Lake Water Main Improvements” (“Project”).

Project Location: Within the Subrecipient’s easement, beginning at Cooke Street (28.868823, -81.908434) and ending at Spring Lake Road (28.876118, -81.908531), as depicted in **Exhibit A**, attached hereto and incorporated herein by reference. (“Property”).

Funding Source: U.S. Department of Treasury (“Federal Awarding Agency”) Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), Assistance Listing Number 21.027, awarded to Lake County, Florida, attached hereto as **Exhibit B**, and incorporated herein.

Funding Amount: **Not to Exceed \$1,000,000.00.**

A. Subrecipient has represented to County that Subrecipient possesses a utility easement along Alternate Keys 3839947, 1504368, 1287251 and 3801592 in Fruitland Park, Lake County, Florida, more particularly depicted in **Exhibit A**. Subrecipient shall install a 16-inch water main that will run between Spring Lake Road to Cooke Drive, within Subrecipient’s utility easement parallel to Highway 441/27.

B. On May 16, 2022, Subrecipient submitted a request to the County for assistance, along with Subrecipient’s Engineer’s Estimate of Costs included as part of Subrecipient’s Project Description and Funding Request, hereto as **Exhibit C**, and incorporated herein.

C. The County, acting as the pass-through entity for the award of Federal Awarding Agency funds, will subaward to the Subrecipient an amount not to exceed **One Million Dollars and 00/100 (\$1,000,000.00)** in SLFRF funds awarded to the County for the Subrecipient to construct the Project. Funding for the Project shall be paid to Subrecipient as a lump sum payment in accordance with **Section 5** below.

D. This Agreement’s use of “an amount not to exceed” shall in no way entitle the Subrecipient to the maximum subaward amount unless such expenditures are made in accordance with the terms and provisions of this Agreement, the Federal Award, and any additional directives or guidance provided by the Federal Awarding Agency. Any portion of the subaward remaining at the end of the Agreement Period shall be repaid by Subrecipient to the County.

Section 3. American Rescue Plan Act (ARPA) Funding.

A. Subrecipient has represented to the County that the Project is an eligible use of SLFRF funds under the 2023 Final Rule by responding to the public health emergency and negative economic impacts (PE-NEI) of the COVID-19 pandemic by providing necessary improvements to drinking water infrastructure to address low water pressure in existing lines in order to prevent contamination of drinking water supplies, as provided for in 31 CFR Part 35.6(e); Subrecipient further warrants that the Project meets the additional eligibility requirements under 40 CFR Part 35.3520 for projects funded under this expenditure category (EC 5.11, Drinking Water: Transmission & Distribution).

B. For the purposes of this Agreement, the County is a pass-through entity of a federal award, and the Subrecipient is a subrecipient of SLFRF funds from the Federal Awarding Agency.

C. Subrecipient, as a subrecipient of federal funds, shall comply with all requirements of the Federal Awarding Agency, the County, and this Agreement; funds shall be expended solely for the purposes presented to the County through the funding request outlined in the Project Description and Funding Request attached as in **Exhibit C**.

D. Subrecipient shall comply with 2 CFR Part 200 (the “Uniform Guidance”), and the reporting requirements of the Federal Awarding Agency, to include providing all reports necessary under this Agreement to the County in a timely manner.

E. Subrecipient must comply with the SLFRF statute, SLFRF Award Terms and Conditions, the U.S. Treasury’s interim final rule and final rule, applicable federal statutes, regulations, and reporting requirements. Subrecipient shall regularly review the United States Treasury’s website for updates to ensure compliance with the most updated SLFRF guidance.

F. The Subrecipient shall submit quarterly status reports to the County to:

Lake County - Office of Management and Budget
Attention: Grants Coordinator
Post Office Box 7800
Tavares, Florida 32778

as specified within the Quarterly Progress Report Form, attached hereto as **Exhibit D**. Quarterly progress reports are due no later than five (5) business days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31.

G. In the event the Department of Treasury disallows the Project expenditures, the Subrecipient will be the entity responsible for providing additional documentation to the satisfaction of the Department of Treasury, or for appealing the ruling, if necessary. In the event the Subrecipient is not successful, and the Department of Treasury disallows and/or requires the re-payment of all or some of the Grant Funds provided hereunder, the Subrecipient will be the entity responsible for re-paying such funds to the Department of Treasury and/or reimbursing the County if the County re-pays any such funds.

H. Remedies for Noncompliance. Pursuant to 2 CFR § 200.339 (“Remedies for Noncompliance”), if the Subrecipient fails to comply with the U.S. Constitution, federal statutes, regulations, the terms and conditions of the Federal Award, or any additional conditions that the Federal Awarding Agency or the County may impose, and the Federal Awarding Agency or the County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances: (1) Temporarily withholding cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal Awarding Agency or County; (2) Requiring repayment of any advanced grant funds awarded under this Agreement pending correction of the deficiency by the Subrecipient or more severe enforcement

action by the Federal Awarding Agency or County; (3) Disallowing (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (4) Wholly or partly suspending or terminating this Agreement; (5) Initiating suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County; (6) Withholding further Federal Awards for the project or program; or (7) Take other remedies that may be legally available.

I. Subawards. In executing this Agreement, Subrecipient may not enter a subaward without prior written approval by the County.

Section 4. Term.

A. This Agreement shall be effective upon the date of the last party to sign and will remain in effect through December 31, 2026. Construction of the Project must be completed in accordance with the timelines in Project Construction Schedule attached as **Exhibit E** and completed no later than December 31, 2026.

B. Issuance of a Certificate of Occupancy or Certificate of Completion (CO) by all applicable permitting agencies to Subrecipient will signify the completion of the Project. All COs must be obtained prior to December 31, 2026, unless an extension is requested and granted in writing by the County. Failure to obtain a CO will result in a default and may be remedied as described in **Section 7** below.

Section 5. Payment. The County will pay Subrecipient the funds sub-awarded under this Agreement as a lump sum payment of **One Million Dollars and 00/100 (\$1,000,000.00)**. If any portion of the Subrecipient's project is determined to be an ineligible expenditure, the funds must be repaid to the County.

Section 6. Cancellation. Except as otherwise provided herein, this Agreement may be cancelled by either party if the other party fails to comply with the terms and conditions of this Agreement and such failure has not been cured within the applicable cure periods. The terminating party will be required to provide thirty (30) days advance written notice to the other at the address specified herein.

Section 7. Disputes, Default and Termination.

A. Dispute Resolution. The Subrecipient and the County shall work together in good faith to resolve any disputes about their contractual relationship under this Agreement.

i. Claims by Subrecipient must be made in writing to the County within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or Subrecipient will be deemed to have waived the claim.

ii. Subrecipient shall proceed diligently with its performance under this Agreement, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing.

iii. Claims by Subrecipient will be resolved in the following manner: (1) Upon receiving the claim and supporting data, County will, within fifteen (15) calendar days, respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. Subrecipient will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is. (2) If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, Subrecipient may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

iv. Claims by the County against Subrecipient must be made in writing to the Subrecipient within fifteen (15) calendar days from the date the County discovers the event leading to the claim. Written supporting data will be submitted to Subrecipient. Subrecipient shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the County may submit the matter to mediation as set forth in (iii) above.

v. Arbitration will not be considered as a means of dispute resolution.

B. Default. A default shall consist of any use of Grant Funds for a purpose other than what is authorized by this Agreement, noncompliance with any provision herein, any material breach of the agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. Upon the occurrence of any such default the County shall serve written notice to the Subrecipient, at which time the Subrecipient shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) calendar days in the case of monetary defaults or thirty (30) calendar days in the case of non-monetary defaults from the date the County delivers by personal service or mails written notice of such default to the Subrecipient, hereinafter referred to as the "Cure Period." If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from Subrecipient setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof and demand repayment of all sums advanced under this Agreement; or

iii. Take such other action, including, but not limited to, temporarily withholding cash payments pending correction of the deficiency by the Subrecipient; require repayment of any advanced grant funds awarded under this Agreement pending correction of the deficiency by the Subrecipient; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; or take other remedies that may be legally available.

C. Suspension or Termination. The County may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County

may declare the Subrecipient ineligible for any further participation in the County's Agreement(s), in addition to other remedies as provided by law.

D. 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) calendar day advance written notice, the County will reimburse Subrecipient for actual work satisfactorily completed and reimbursable under the terms of this agreement.

E. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Subrecipient costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

F. No Delay. No delay or omission by County or federal government in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

G. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

Section 8. Closeout of SLFRF Award.

A. Closeout shall begin upon issuance of the final certificate of completion for the Project.

B. The Subrecipient obligation to the County shall not end until all closeout requirements are completed under the Federal award. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records.

C. Subrecipient must submit to the County, no later than 90 calendar days (or an earlier date as agreed upon by the parties) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal awarding agency and this Agreement. The Federal awarding agency or County may approve extensions when requested and justified by the Subrecipient, as applicable.

D. Subrecipient must promptly refund to the County any balances of unobligated cash paid in advance or paid and not authorized to be retained by the Subrecipient.

E. Debts Owed To The Federal Government. Any funds paid to Subrecipient (1) in excess of the amount that the Subrecipient is finally determined to be authorized to retain under the terms of this Agreement and the Federal award; (2) that are determined to have been misused; or (3) are determined by the Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in the preceding sentence Treasury will take any actions available to it to collect such a debt.

F. Subrecipient agrees to fully cooperate with County and provide all documentation and information necessary to close out County's award with the Federal Awarding Agency to the extent any additional information is requested by the Federal Awarding Agency regarding the funds provided to Subrecipient under this Agreement. This term shall survive the termination of this Agreement.

Section 9. Federal Grant Administration & Cost Principles

A. Federal Grant Administration Requirements. Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 ("Uniform Guidance" or "UG"), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how Subrecipient must administer the subaward and how County must oversee Subrecipient.

- i. The applicable UG provisions are as follows:

[Subpart A, Acronyms and Definitions](#)

[Subpart B, General Provisions](#)

[Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards](#)

(where applicable to non-Federal entity subrecipients)

[Subpart D, Post Federal; Award Requirements](#) (where applicable to non-Federal entity subrecipients)

[Subpart E, Cost Principles](#)

[Subpart F, Audit Requirements](#)

[2 CFR Part 25](#) (Universal Identifier & System for Award Management)

[2 CFR Part 170](#) (Reporting Subaward and Executive Compensation Information)

[2 CFR Part 180](#) (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

ii. Subrecipient shall document compliance with all Uniform Guidance requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement, and during all subsequent reviews during the term of the Agreement. Subrecipient is solely responsible for compliance with the Uniform Guidance requirements and for monitoring for and complying with any additional, new,

or changed requirements of the Federal Awarding Agency. Failure to do so may result in termination of the Agreement by County.

B. Procurement Standards.

i. Subrecipient is responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.318 through 2 CFR 200.327 (“Procurement Standards”), and Appendix II to Part 200, as applicable, as well as any additional directives or guidance issued by or relevant to the federal awarding agency. The Uniform Guidance can be found at the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

ii. By executing this Agreement, the Subrecipient hereby certifies that it has and maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (“Procurement Standards”) and will use such procedures when expending the Subaward; and it shall retain copies of all Subaward-related procurement contracts, subcontracts, sub-recipient agreement, subaward documentation, and documentation of compliance with the procurement requirements of this Agreement and as further detailed in 2 CFR Part 200, Subpart D (“Post Federal Award Requirements”) and Subpart E (“Cost Principles”).

iii. The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

iv. Positive efforts shall be made by Subrecipient to utilize small businesses, minority-owned companies, and women’s business enterprises, whenever possible. Subrecipients of Federal awards must take the following steps to further this goal:

a. Ensure that small businesses, minority-owned companies, and women’s business enterprises are used to the fullest extent practicable;

b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies, and women’s business enterprises;

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies, and women’s business enterprises;

d. Encourage contracting with consortiums of small businesses, minority-owned companies, and women’s business enterprises when a contract is too large for one of these firms to handle individually; and

e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce

Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies, and women's business enterprises.

v. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Subrecipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

vi. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, where applicable; record of past performance; financial and technical resources, or accessibility to other necessary resources.

vii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

viii. Subrecipient shall, on request, make available for the Federal Awarding agency and the County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

a. A Subrecipient's procurement procedures or operation fails to comply with the procurement standards in 2 CFR Part 200 Subpart D.

b. The procurement is expected to exceed \$10,000 or the small purchase threshold in 48 CFR Part 2, whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

c. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

d. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

ix. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a

Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

x. Contract Provisions. Any contracts entered into by Subrecipient must contain the applicable provisions in Appendix II to 2 CFR part 200.

C. Property Standards.

i. By executing this Agreement, the Subrecipient hereby affirms that it has and maintains written procedures that comply with 2 CFR §§ 200.310-200.316 (“Property Standards”) and that it will use such written procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward. The Subrecipient shall maintain records of all supplies, equipment, real estate, and other property procured with the Subaward and may not sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the County.

ii. The Subrecipient shall maintain an inventory of all assets purchased or acquired in whole or in part with the Subaward that are tangible, non-expendable, have a value of at least \$5,000 (Five Thousand Dollars), and have a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each asset, verification of the existence and continued use of the asset and, if applicable, the continued need for such asset.

iii. The Subrecipient assumes sole responsibility for insuring and assumes all risk of damage or loss to all assets in its care, custody, or control purchased or acquired with any portion of the Subaward and shall report lost or stolen assets immediately to the County. The Subrecipient shall also report stolen assets to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the asset, the Subrecipient shall submit a report to the County listing the item received or returned as well as a description, serial number, and quantity.

Section 10. Federal Funding Provisions

A. Registration in “SAM.” Subrecipient shall register with the System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. Subrecipient shall provide registration information to County prior to receiving funds under this Agreement.

B. Reporting Subaward and Executive Compensation Information. Subrecipient must comply with the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended) and the reporting requirements found in 2 CFR Part 170 regarding the

reporting of subaward and executive compensation. This information must be provided to County upon request for compliance with reporting requirements under the federal award.

C. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

D. Federal Participation. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

E. Procurement of Recovered Materials. In performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price. Information about this requirement and the list of EPA designated items is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>. The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Seal, Logos and Flags. The Subrecipient shall not use the U.S. Treasury Department's seal(s), logos, crests or reproductions of flags or likenesses of agency officials without specific U.S. Treasury Department pre-approval.

G. Federal Civil Rights and Non-Discrimination. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Subrecipient must comply with all federal, state, and local statutes and regulations prohibiting discrimination as applicable to this subaward, including, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex (including gender identity and sexual orientation), familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

H. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

i. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

ii. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Subrecipient will include the provisions of paragraphs (1) through (8) in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The Subrecipient will take such action with respect to any contract, subcontract, or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

Section 11. Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Subrecipient shall insert in any contracts or subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Section 12. Further Compliance with the Contract Work Hours and Safety Standards Act.

A. The Subrecipient shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

B. Records to be maintained under this provision shall be made available by the Subrecipient for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, Department of Housing and Urban Development, and the Department of Labor, and the Subrecipient's contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 13. Suspension and Debarment. Grantee shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. part 180, as adopted by the U.S. Department of Treasury at 31 C.F.R. part 19.

A. This Agreement is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such, the Subrecipient is required to verify that none of the Subrecipient's principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

B. The Subrecipient must comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of the fact relied upon by County. If later determined that the Subrecipient did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

D. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C throughout the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 14. Environmental Standards.

A. Clean Air Act. The Subrecipient shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C., Section 7401, et seq. The Subrecipient shall report each violation to the County, which will report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency (EPA) Regional Office. The Subrecipient shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency under this Agreement.

B. Federal Water Pollution Control Act. The Subrecipient shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, et seq. The Subrecipient shall report each violation to the County, which will report each violation as required to assure notification to the federal awarding agency and the appropriate EPA Regional Office. The Subrecipient shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency under this Agreement.

Section 15. Trafficking in persons. The following provision implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); any remedies herein are in addition to all other remedies for non-compliance available under this Agreement.

A. As a private entity, Subrecipient and Subrecipient's employees may not: (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procure a commercial sex act during the period of time that the award is in effect; or (c) Use forced labor in the performance of the award or subawards under the award.

B. County or the federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient is determined to have violated the prohibition in this Agreement through conduct that is either associated with the performance of this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180.

Section 16. Conflict of Interest.

A. The Subrecipient guarantees that no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. The Subrecipient agrees that no member of the governing body of the locality in which the Subrecipient is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State or by the County, who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient, and who exercises or has exercised any functions or responsibilities with respect to the Project or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from SLFRF, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

C. The Subrecipient represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct, or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.

D. Without receiving prior written authorization by the County, the Subrecipient shall not (i) retain any individual or company with whom the Subrecipient or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which the Subrecipient or any individual member has a financial or other interest therein.

E. The Subrecipient warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, directly or indirectly, to obtain this Agreement.

Section 17. Telecommunications Equipment. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Subrecipient is prohibited from obligating or expending any portion of the Subaward funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses “covered telecommunications equipment” or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment: produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and/or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the

Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 18. Whistleblower Protections. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Section 19. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements.

Section 20. Federal Disclaimer. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

Section 21. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and/or require any contractors or subcontractors performing work under this Agreement to obtain

and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to County proof of any licensure, certification, permit or accreditation upon request.

Section 22. Recordkeeping and Audit Requirements.

A. Record Keeping.

i. The Subrecipient shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement and as required as a result of the utilization of SLFRF funding, as outlined in the U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, or as may be amended (available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>).

ii. In the event the County determines that such records are not being adequately maintained by the Subrecipient, the County may cancel this Agreement in accordance the terms herein.

iii. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, state, representatives of the Comptroller General of the United States or other federal agency may require. The Subrecipient will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the Subrecipient at least three (3) business days in advance.

iv. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The Subrecipient shall retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after all funds have been expended or returned to the County unless a retention schedule under GS1-SL provides for a greater retention period, then the greater retention timeframe shall control. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

v. This Section shall survive the expiration or earlier termination of this Agreement.

B. Audit Requirements.

i. Fund payments are federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507), the related provisions of the Uniform Guidance, and an annual audit. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR Part 200 and the related provisions of the Uniform Guidance, if it expends \$750,000 or more in federal awards from all sources during its fiscal year. The Assistance Listing Number (ALN) number for these funds is 21.027.

ii. Audit Results. In the event the audit or the audited financial statements show that the funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County for all funds not expended in accordance with the applicable regulations and agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided herein.

C. Public Records. To the extent that Section 119.0701, Florida Statutes, applies to the Subrecipient, it shall comply with the Florida Public Records' laws, and shall:

i. Keep and maintain public records required by the County to perform the Projects identified in this Agreement.

ii. Upon request from the County's custodian of public records, provide the Subrecipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Subrecipient does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient to keep and maintain public records required by the County to perform the Project. If Subrecipient transfers all public records to the County upon completion of this Agreement, Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of this Agreement, Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY AT
352-343-9787, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA
EMAIL AT PUBLICRECORDS@LAKECOUNTYFL.GOV.**

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

vi. Unless otherwise provided, Subrecipient shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL (“Schedule”) for State and Local Government Agencies. Subrecipient receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Subrecipient shall continue to maintain all service records until final resolution of the dispute or litigation.

vii. Requests to inspect or copy public records relating to this Agreement must be made directly to the County. If Subrecipient receives any such request, Subrecipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Subrecipient of such request, and the Subrecipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

viii. Subrecipient acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Subrecipient further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Subrecipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Subrecipient from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

Section 23. Indemnification. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability, including but not limited to sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended.

Section 24. Insurance. The Subrecipient shall carry sufficient insurance coverage to protect the grant funds advanced under this Agreement and the Project assets from loss due to theft, fraud and undue physical damage.; at a minimum the Subrecipient shall carry the following:

A. Subrecipient shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Subrecipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Subrecipient under the terms and provisions of this Agreement. An original certificate of insurance, indicating that the Subrecipient has coverage in accordance with the requirements of this section, must be furnished by Subrecipient to the County’s Project

Manager or Procurement Services Director within five (5) working days of such request and must be received and accepted by the County prior to Agreement execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Subrecipient 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 minimum Combined Single Limit of \$1,000,000.

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

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

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

vi. Builders Risk, All Risk, coverages with minimum limits to cover the amount of the grant/loan awarded. All Other Perils and Wind/Hail deductibles shall be noted on the Certificate of Insurance.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as an additional insured as their interests may appear on all applicable policies.

C. Subrecipient must provide thirty (30) days prior written notice to County of any change, cancellation, or nonrenewal of the required insurance.

D. Subrecipient must provide a copy to the County of all policy endorsements, reflecting the required coverage, with County listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.

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

F. Certificate holder must be:

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

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

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

I. Subrecipient will be responsible for its contractors, subcontractors, and their insurance. Contractor's subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Subrecipient'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 default.

K. Neither approval by the County of any insurance supplied by Subrecipient nor a failure to disapprove that insurance, will relieve Subrecipient of full responsibility of liability, damages, and accidents as set forth in this Agreement.

Section 25. Performance and Payment Bond. The Subrecipient shall require the contractor selected by Subrecipient to complete the Project to obtain a performance and payment bond or an irrevocable letter of credit in an amount that represents one hundred percent (100%) of the contract price to secure the completion of the Project and protect the grant funds awarded for the Project herein.

Section 26. General Provisions.

A. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply

on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

B. **Drug Free Workplace.** The Subrecipient shall assure the County that it will administer, in good faith, a policy designed to ensure that the Subrecipient is free from the illegal use, possession, or distribution of drugs or alcohol.

C. **Negation of Agent or Employee Status.** The Subrecipient shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Subrecipient or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary, or subagent of the Subrecipient to be a representative, agent, subagent, or employee of the County.

i. The Subrecipient certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state, and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Subrecipient and assistant(s) of the Subrecipient.

ii. In no event shall any provision of this Agreement make the County liable to any person or entity that contracts with or provides goods or services to the Subrecipient in connection with the services the Subrecipient has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Subrecipient. There is no contractual relationship, either express or implied, between the County and any person or entity supplying any work, labor, services, goods or materials to the Subrecipient as a result of the provisions of the services provided by the Subrecipient hereunder or otherwise.

E. **Recapture of Funds.** Subject to the conditions set forth in this Agreement, it is the intent of the parties that the County shall recapture any Grant Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, Subrecipient is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if Subrecipient is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

i. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

ii. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

iii. The County's determination that an expenditure is eligible does not relieve the Subrecipient of its duty to repay the County in full for any expenditures that are later determined by the County or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.

iv. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant **Section 27 Notice** and this Agreement.

v. The Subrecipient has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The Subrecipient will also report all suspected fraud to the County.

F. **Reversion of Assets.** Within thirty (30) days following the expiration or termination of this Agreement, the Subrecipient shall transfer to the County any Grant Funds on hand at the time of expiration or termination of this Agreement if the Grant Funds have not been expended on eligible costs and any interest income attributable to the use of such funds.

G. **Severability.** Any term, condition, covenant, or obligation which requires performance by either party after termination of this Agreement shall remain enforceable against such party after such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of the agreement shall not be affected by such determination and shall remain in full force and effect.

H. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

I. **Fiscal Non-Funding Clause.** If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable because of federal or state action, the County shall notify the Subrecipient of such occurrence and the County may terminate this Agreement without damage, penalty, cost, or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient. The County shall have final authority over whether such funding is available. At no time will the County be responsible or liable for making payment under this Agreement with County's general revenue or from any funding source other than the Federal Award.

J. **Assignment.** Subrecipient shall not assign this Agreement or any part hereof without the prior written consent of the County.

K. **Compliance with Applicable Laws.** The Subrecipient certifies that it will comply with all applicable laws, orders, and codes of the state, local, and federal governments as they pertain to this Agreement, including but not limited to Sections 602 and 603 of the Social Security Act.

L. **Further Assurances.** The Subrecipient agrees to execute and deliver all such further such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.

M. **Governing Law and Waiver of Jury Trial.** Each party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed, and applied in accordance with those laws (excluding conflicts of law) of the State of Florida. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS AGREEMENT.

N. **Authorization.** Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

O. **Capitalizations.** Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

P. **Estoppel/Waiver.** A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

Q. **Merger and Modifications.** This Agreement together with the attachments embody the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the Subrecipient expressly for that purpose.

Section 27. Notices. All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

County:

Lake County
Attention: Facilities Management
P.O. Box 7800
Tavares, FL 32778

Subrecipient:

City of Fruitland Park
Chris Cheshire, Mayor
506 West Berkman Street
Fruitland Park, FL 34731

With copies to:

Lake County
Attention: County Attorney
P.O. Box 7800
Tavares, FL 32778

Lake County Attorney
P.O. Box 7800
Tavares, FL 32778

Section 28. Scope of Agreement.

This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A	Project Location
Exhibit B	Federal Award Letter and Award Terms and Conditions
Exhibit C	Project and Funding Request
Exhibit D	Quarterly Progress Report Form
Exhibit E	Project Construction Schedule

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

SUBRECIPIENT:

CITY OF FRUITLAND PARK

Chris Cheshire, Mayor

This _____ day of _____, 2024.

ATTEST:

Esther B. Coulson, Clerk
City of Fruitland Park, Florida

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

COUNTY:

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

Kirby Smith, Chairman

This _____ day of _____, 2024.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT A

Project Location



EXHIBIT B

Federal Award Letter and Award Terms and Conditions

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Lake County Board of County Commissioners 315 W. Main Street Tavares, Florida 32778	DUNS Number: 079214136 Taxpayer Identification Number: 596000695 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

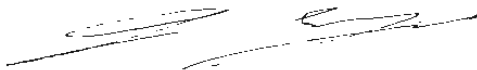
Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Sean Parks
 Authorized Representative Title: Chairman - Board of County Commissioners
 Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
 Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
 Date Signed: May 19, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Lake County Board of County Commissioners by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Lake County Board of County Commissioners (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT C
Project Description and Funding Request



Tuesday, May 16, 2023

Jennifer Barker, County Manager
P.O. Box 7800
Tavares, FL 32778

Dear Ms. Barker:

It has been brought to my attention, by both the City Attorney and the Community Development Director, an opportunity may exist for the city to acquire funding for utility projects through ARPA funds the County has set aside for this purpose.

The City of Fruitland Park has a pressing need for funds that will allow for the installation of a 16" watermain that will run from Cook Street to a location in close proximity to Lake Ella Road. The line will run parallel to highway 441/27.

Water service in this area is poor due to low pressure making it difficult for potential commercial and /or residential development to occur. In addition, the existing businesses in and along this stretch of 441 have been and continue to deal with this issue on a daily basis.

The project has been on the books for over 15 years, cost has been the major obstacle. Most, if not all, of the engineering is complete. The estimated cost is \$1,250,000 to \$1,500,000.

If this is a project you feel merits consideration, I will be happy to discuss it further and/or provide you with specific technical details.

I look forward to your feedback.

Thank you for your consideration.

Sincerely,

Gary F. La Venia
City Manager

CC: LCBOCC
Mayors - Commissioners

EXHIBIT D
Quarterly Progress Report Form - Page 1 of 2

LAKE COUNTY, FLORIDA - BOARD OF COUNTY COMMISSIONERS
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

Quarterly Progress Report Form

Expenditure Category:	5: Infrastructure
Project Title:	
Organization/Department:	
Project Manager/Contact:	
Reporting Period:	Choose an item. Choose an item.

Project Description

Describe the project in sufficient detail to provide understanding of the major activities that will occur and will be required; needs to be between 50 and 250 words.

--

Expenditures

Add obligations and expenditures in the table below.

Current Period Obligation	\$
Cumulative Obligation	\$
Current Period Expenditure	\$
Cumulative Expenditure	\$
Total Project Budget	\$

Status of the Project

Please select the appropriate box.

Not Started ☐ Less than 50% ☐ More than 50% ☐ Completed ☐

Contract

Is there a contract associated with this project and is the amount greater than \$50,000?

No ☐ Yes ☐

Additional Reporting Requirements* (if applicable)

Is this a public health, negative economic impact, premium pay, infrastructure, or capital improvement (outside of the revenue replacement category) project? If yes, please complete and include the next page.

No ☐ Yes ☐

Project Manager or Authorized Representative

Date

EXHIBIT F
Quarterly Progress Report Form - Page 2 of 2

Additional Reporting Requirements*

Instructions:

Projects that fall within the **1: Public Health** and **2: Negative Economic Impacts** categories require identification of: 1) population being served by the project, 2) whether the population was impacted or disproportionately impacted, and 3) the qualifier or qualifying status of the population.

A dropdown menu is available for the first two rows below. More information on the specific qualifier/qualifying status of the population being served can be found in the table on pages 20-21 within the Compliance and Reporting Guide found here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Population being served?	Choose an item.
Impacted or Disproportionately Impacted?	Choose an item.
Qualifier/qualifying status?	

Additionally, projects that fall within **1: Public Health, 2: Negative Economic Impacts, 4: Premium Pay, 5: Infrastructure, AND/OR is a Capital Expenditure** have supplemental programmatic data that is required to be collected and reported. More information on the required data can be found on pages 27-33 within the Compliance and Reporting Guide found here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Required Programmatic Data	

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

ITEM TITLE: Resolution 2024-013 New Public Works Building Change Order #10 to EJCDC Standard Form of Agreement– GSB Construction and Development Inc.

MEETING DATE: Thursday, February 22, 2024

DATE SUBMITTED: Tuesday, February 13, 2024

SUBMITTED BY: city attorney/city manager/public works director

BRIEF NARRATIVE: Resolution 2024-013 Change order to add an electrical circuit and associated wiring and conduit to service the new vehicle lift.

FUNDS BUDGETED: \$3,181.71 (30541-60620) increase. Funds will be paid out the original contract price approval. After approval of this 10th change order total funds paid to contractor will be \$832.96 below original contract price.

ATTACHMENT Proposed resolution and A1A Change Order #10

RECOMMENDATION: Approval of change order.

ACTION: Adopt Resolution 2024-013.

RESOLUTION 2024-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CHANGE ORDER NO. 10 TO THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. TO PROVIDE FOR AN INCREASE OF \$3,181.71 IN THE STIPULATED SUM; AUTHORIZING EXECUTION OF THE CHANGE ORDER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park issued Invitation to Bid No. 2022-01 for construction of the City's public works building and entered into that certain contract titled EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Price between the City of Fruitland Park and GSB Construction & Development Inc. (the "Contract"); and

WHEREAS, the City requested electrical power to an additional vehicle lift not show on the contract drawings; and

WHEREAS, the City's requested change results in an increase of the Stipulated Sum by \$3,181.71; therefore it is necessary to amend the Contract; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve Change Order No. 10.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Stipulated Sum set forth in the Contract is increased by \$3,181.71.

Section 2. The Commission authorizes the mayor or city manager to execute Change Order No. 10, a copy of which is attached hereto.

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 22nd day of February 2024, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

SEAL

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



AIA®

Document G701™ – 2017

Change Order

PROJECT: (name and address)
Fruitland Park Public Works
2601 Spring Lake Rd.
Fruitland Park, FL 34731

OWNER: (name and address)
The City of Fruitland Park
506 West Berckman St.
Fruitland Park, FL 34731

CONTRACT INFORMATION:
Contract For: New Construction
Date: October 13, 2022

ARCHITECT: (name and address)
GatorSketch Architects
1000 E. Hwy 50, Suite 201A
Clermont, FL 34711

CHANGE ORDER INFORMATION:
Change Order Number: 10
Date: February 7, 2024

CONTRACTOR: (name and address)
GSB Construction & Development, Inc.
8470 NE 44th Dr., Suite B
Wildwood, FL 34785

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

As per GSB Construction Change Request #10

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	3,234,000.00
The net change by previously authorized Change Orders	\$	(4014.67)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	3,229,985.33
The (Contract Sum) (Guaranteed Maximum Price) will be <u>increased</u> (decreased) (unchanged) by this Change Order in the amount of	\$	3,181.71
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	3,233,167.04
The Contract Time will be (increased) (decreased) <u>unchanged</u> by	()	days.
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GatorSketch Architects

ARCHITECT (Firm name)

William Gandy

SIGNATURE

William Gandy, C.A. Mar

PRINTED NAME AND TITLE

03/19/2024

DATE

GSB Construction & Development, Inc.

CONTRACTOR (Firm name)

Dominic Giannini

SIGNATURE

Dominic Giannini, Pres.

PRINTED NAME AND TITLE

2/7/24

DATE

The City of Fruitland Park

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Change Request

To: The City of Fruitland Park
506 West Berckman St.
Fruitland Park, FL 34731

Number: 10
Date: 2/7/24
Job: 22-23 Fruitland Park Public Works
Phone:

Description: Power to 2nd Vehicle Lift

We are pleased to offer the following specifications and pricing to make the following changes:
Run power to additional vehicle lift not shown on contract drawings

The total amount to provide this work is \$3,181.71
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

If you have any questions, please contact me at 352-748-1949.

Submitted by: DOM GIANNINI

Approved by: _____
Date: _____

Change Request 10 Price Breakdown
Continuation Sheet

Description: Power to 2nd Vehicle Lift

Description	Labor	Material	Equipment	Subcontract	Other	Price
Electrical per South Lake Elec Quote				\$2,892.46		\$2,892.46
					Subtotal:	\$2,892.46
			OH/P	\$2,892.46	10.00%	\$289.25
					Total:	\$3,181.71

P.O. Box 325
Groveland, FL 34736

DATE _____

2/6/24

Phone #

Fax #

352-429-2624

352-429-4724

NAME/ADDRESS

JOB SITE

GSB CONSTRUCTION & DEVELOPMENT, INC.
8470 N.E.44TH DR.
SUITE B
WILDWOOD, FL 34785

FRUITLAND PARK PUBLIC WORKS
CHANGE ORDER #11

Estimate #	P.O. NO.	TERMS	DUE DATE	Job Number
2263 Revise		Due on receipt	2/6/24	C1326 COR11

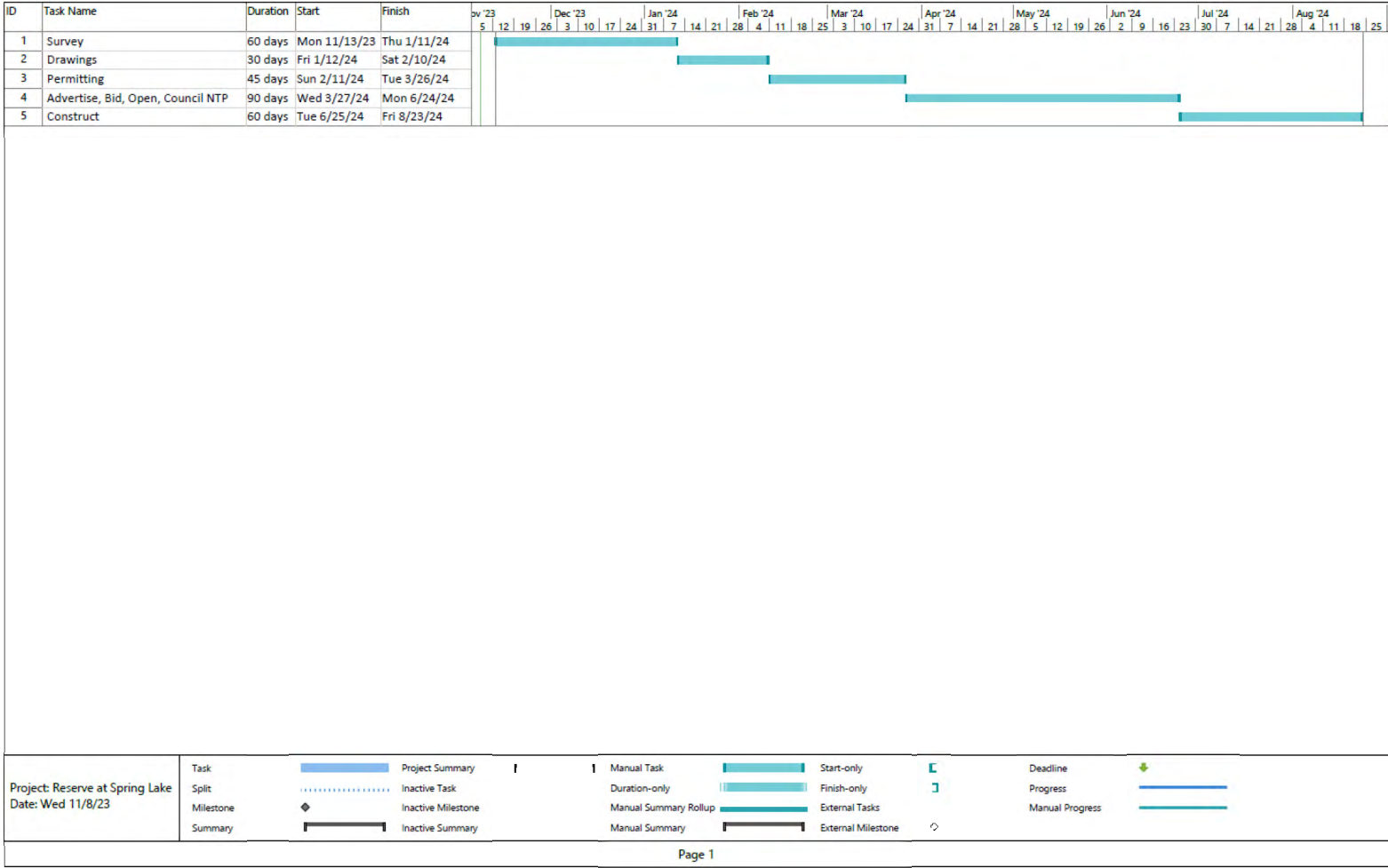
[illegible]

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date

Accepted By: _____

Quantity	Material	Our Cost	Tax	Material Total with 15% Markup	Labor Hours	Labor Rate	Labor Total With 15% Markup	Lift Rental For 2 Days
100'	3/4" EMT	\$106.20	\$19.14	\$336.46	2 Men 2 Days (32 Hours)	\$45/H	\$1,656.00	\$900
1	Deep 4 Square box	\$1.57						
1	Siemens 2P 30A breaker	\$10.89						
300'	#10 THHN	\$73.53						
10	3/4" Set screw coupling	\$3.81						
2	3/4" set screw connector	\$0.86						
30'	10/3 SO Cord	\$47.39						
1	SO Cord Connector	\$5.37						
1	SO Cord Connector W Cable	\$23.81						
				Grand Total For COR 11				
				\$2,892.46				

EXHIBIT E
Project Construction Schedule



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

ITEM TITLE: Second Reading and Public Hearing 2024-003 SRF Amendment No. 2 to Loan Agreement

MEETING DATE: February 22, 2024

DATE SUBMITTED: February 2, 2024

SUBMITTED BY: city attorney

BRIEF NARRATIVE: Ordinance 2024-003 SRF Amendment No 2. to Loan Agreement

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. In August of 2023, the loan agreement was amended in Amendment 1 adopted by Ordinance 2023-011 to extend the time to complete construction activities and repayment schedule.

Since then, the loan amount has been reduced by \$316,519 which also reduces the loan service fee. It is necessary to further amend the loan agreement to account for the reduced loan amount, decreased loan service fee total, as well as adjustments to the semi-annual loan payment amounts, resulting from a reduction in actual costs.

Attached is the State Revolving Fund Amendment 2 to Loan Agreement WW350821 & Grant Agreement SG350822 with the Department of Environmental Protection and City of Fruitland Park. (The first reading was held on February 8, 2024.)

FUNDS BUDGETED: None

ATTACHMENTS: Proposed ordinance, Am. fee schedule, and rates

RECOMMENDATION: Approval

ACTION TO BE TAKEN: Approve or deny Ordinance 2024-003.

ORDINANCE 2024-003

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, APPROVING STATE REVOLVING FUND AMENDMENT 2 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 MAKE ADJUSTMENTS TO THE LOAN AMOUNT, SEMIANNUAL LOAN PAYMENT, LOAN SERVICE FEE AND PROJECT COSTS TO REFLECT ACTUAL COSTS AND REDUCTION OF THE LOAN AMOUNT; 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, which was amended in Amendment 1 adopted by Ordinance 2023-011 to extend the time to complete construction activities and repayment schedule; and

WHEREAS, the loan amount is reduced by \$316,519 which also reduces the loan service fee, and therefore it is necessary to further amend the loan agreement to account for the reduced loan amount, decreased loan service fee total, as well as adjustments to the semi-annual loan payment amounts, resulting from a reduction in actual costs; and

WHEREAS; the City of Fruitland Park, Florida, desires to enter into the State Revolving Fund Amendment 2 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 2 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 2. 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 _____, 2024.

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 February 8, 2024

Passed Second Reading _____

**STATE REVOLVING FUND
AMENDMENT 2 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 as amended, authorizing a Loan amount of \$2,767,953, excluding Capitalized Interest, and Grant Agreement, Number SG350822, authorizing a Grant amount of \$908,229; and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total Loan amount awarded is reduced by \$316,519. The revised total Loan amount awarded is \$2,451,434 and the Grant amount is \$908,229.
2. The Loan Service Fee is \$49,029. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$2,451,434.
3. The total amount of the Loan to be repaid is \$1,592,234. This consists of \$2,451,434 disbursed to the Local Government minus the Grant amount of \$908,229, plus accrued Capitalized Interest of \$0 and service fee charges of \$49,029.
4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$39,805.85. Such payments shall be received by the Department on August 15, 2024 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid.
5. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:
 - (1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$2,451,434	140131
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Small Community Wastewater Grant	37.075	Federal Grants Trust Fund	\$908,229	143276

6. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	2,451,434
Less Grant funding	(908,229)
Capitalized Interest	0
TOTAL (Loan Principal Amount)	1,543,205

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement WW350821 and Grant Agreement SG350822 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF FRUITLAND PARK

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney

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 : 4 d

ITEM TITLE: **Second Reading and Public Hearing Ordinance 2024-001
CDD Enclave at Lake Geneva – 135.4± Acres Between Lake
Ella Road and South to Spring Lake Road - Petitioner: Lake
Saunders Groves Land LLP**

MEETING DATE: February 22, 2024

DATE SUBMITTED: February 2, 2024

SUBMITTED BY: city attorney

BRIEF NARRATIVE: **Ordinance 2024-001 CDD Enclave at Lake Geneva**
Petition to Establish Enclave at Lake Geneva Community Development District. The application seeks to establish a community development district for Enclave at Lake Geneva project submitted by Petitioner, Lake Saunders Groves Land, LLC, which property lies within the City's municipal boundaries. The Property has a future land use designation of Multiple Family High Density, and a zoning of PUD. The development is projected to contain approximately 396 residential dwelling units on 135.4 +/- acres of land.

The Petition proposes that the CDD will "finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for" (1) parks and facilities for indoor and outdoor recreational, cultural, and educational uses and (2) for security, including, but not limited to guardhouses, fences and gates, electronic intrusion detection systems, and patrol cars, each as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes*.

The City will own and maintain the utilities; however, roads, drainage, landscape and lakes will be owned and maintained by the CDD. Amenities will be owned and maintained by the CDD and landowner.

Statutory factors the Commission is required to consider and make determination to grant or deny the petition:

- a. Whether all statements contained within the petition have been found to be true and correct.
- b. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.

- c. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
- d. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
- e. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
- f. Whether the area that will be served by the district is amenable to separate special-district government.

The first reading was held on February 8, 2024.

FUNDS BUDGETED: None

ATTACHMENTS: proposed ordinance, exhibits and affidavit

RECOMMENDATION: Approve Ordinance 2024-001.

ACTION TO BE TAKEN: Enact Ordinance 2024-001 to become effective immediately as provided by law.

ORDINANCE. 2024-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; ESTABLISHING THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lake Saunders Groves Land, LLP (“**Petitioner**”), as the owner of one hundred percent (100%) of the real property and consenting to be included in the proposed District (hereinafter defined), has filed a Petition to Establish Enclave at Lake Geneva Community Development District (“**Petition**”) with the City Commission (“**City Commission**”) of the City of Fruitland Park, Florida (“**City**”) pursuant to Section 190.005(2)(e), *Florida Statutes*, as amended, to adopt an ordinance establishing Enclave at Lake Geneva Community Development District (“**District**”) pursuant to Chapter 190, *Florida Statutes*, as amended; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City Commission, pursuant to Sections 190.005(2)(e) and 190.005(1)(d), *Florida Statutes*, as amended; and

WHEREAS, upon consideration of the record established at that hearing, the City Commission has considered the record of the public hearing and the statutory factors set forth in Section 190.005(1)(e), *Florida Statutes*, as amended, in making its determination to grant or deny the Petition; and

WHEREAS, the owner(s) of one hundred percent (100%) of the real property to be included in the District have consented to the establishment of the District; and

WHEREAS, the City, in determining whether to establish the District, has considered and finds that all statements contained in the Petition are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of exiting local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, pursuant to the information as stated above, the City Commission has decided to grant the Petition.

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

SECTION 1. RECITALS. The above recitals are adopted as Findings of Fact in support of this Ordinance.

SECTION 2. AUTHORITY. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes*, as amended.

SECTION 3. DISTRICT NAME. There is hereby established a community development district situated entirely within the incorporated limits of the City, which District shall be known as “Enclave at Lake Geneva Community Development District.”

SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated herein by reference, the overall boundaries encompassing 135.4 acres, more or less. There are no parcels within the external boundaries of the District which are to be excluded from the District. **Exhibit B** depicts the general location of the District.

SECTION 5. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, *Florida Statutes*, as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, *Florida Statutes*, as amended, as created by general law. The City further consents to the District’s exercise of special powers described in 190.012(2)(a) and 190.012(2)(d), *Florida Statutes*, as may be amended from time to time.

SECTION 6. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District’s Board of Supervisors are as follows: Richard C. Wohlfarth, Wilson Way, Titiana Ross, Jerry Rodriguez, Heath Rivers. All of the persons in the preceding sentence are residents of the State of Florida and citizens of the United States of America.

SECTION 7. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 8. ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS. The administrative correction of typographical and/or scrivener’s errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a

corrected or recodified copy of same with the City Clerk.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Fruitland Park, Florida, held on the 22nd day of February 2024.

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Mayor/Commissioner

ATTEST:

, City Clerk

CITY OF FRUITLAND PARK CERTIFICATION

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ____ day of January 2024, by _____, Mayor, and _____, City Clerk, who are personally known to me.

Notary Public – State of Florida
My Commission Expires: _____
Notary Serial Number: _____

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

City Attorney's Office

Date

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

THE EAST 66 FEET OF THE NORTH 210 FEET OF THE SE 1/4 OF THE NW 1/4 AND THE WEST 160 FEET OF THE NORTH 210 FEET OF THE SW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

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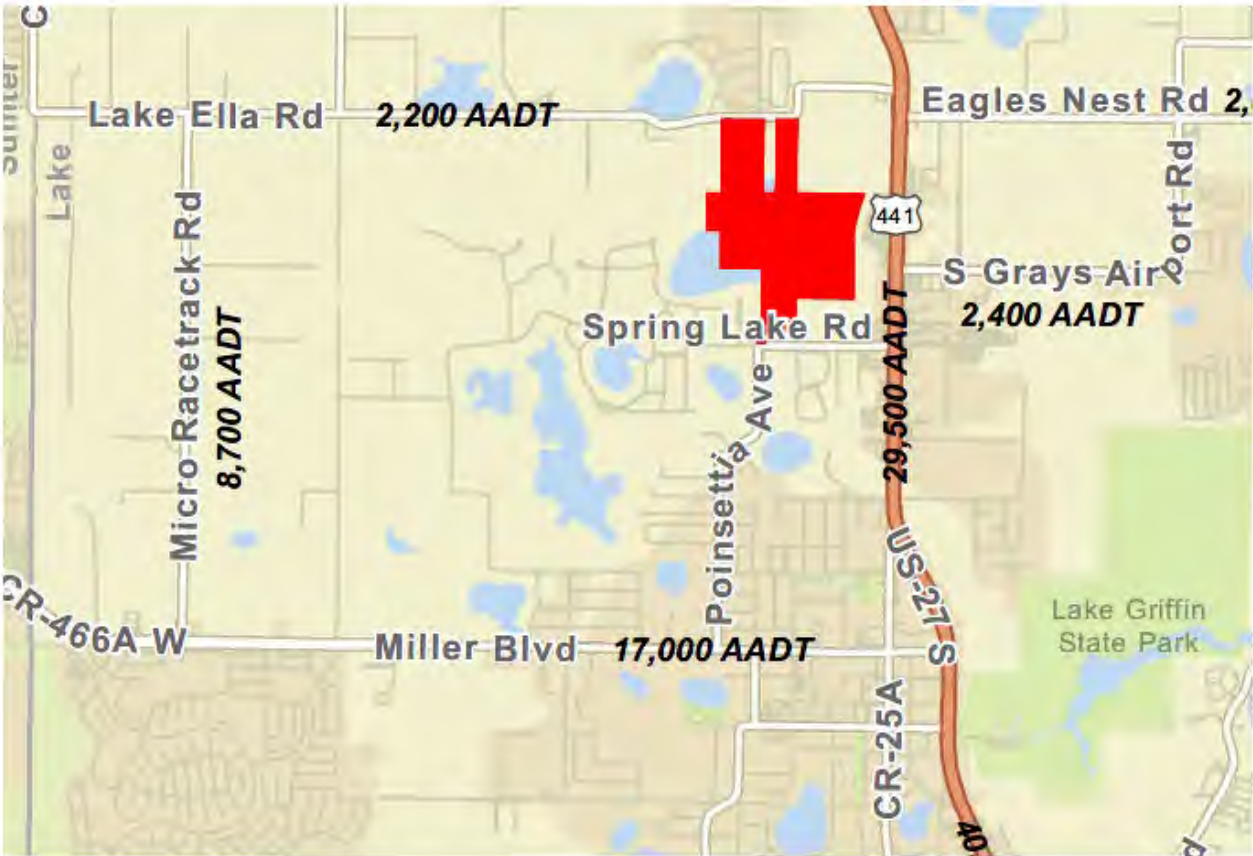
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CONTAINS A TOTAL OF 135.4 +/- ACRES

EXHIBIT B



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

**PETITION TO ESTABLISH ENCLAVE AT GENEVA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Lake Saunders Groves Land, LLP (hereafter “Petitioner”), hereby petitions the City of Fruitland Park, Florida pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, to establish a Community Development District with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located within the City of Fruitland Park, Florida. **Exhibit 1** depicts the general location of the proposed District. The proposed District covers approximately 135.4 acres of land, generally located between Lake Ella Road and South to Spring Lake Road, Fruitland Park, Florida. The metes and bounds description of the external boundaries of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is no land within the external boundaries of the proposed District, which is to be excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of ownership and consent to the establishment of a community development district is contained in **Exhibit 3**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name:	Richard C. Wohlfarth
Address:	246 N. Westmonte Drive Altamonte Springs, Florida 32714

Name: Wilson Way
Address: 246 N. Westmonte Drive
Altamonte Springs, Florida 32714

Name: Titiana Ross
Address: 7835 Osceola Polk County Line
Davenport, Florida 33896

Name: Jerry Rodriguez
Address: 7835 Osceola Polk County Line
Davenport, Florida 33896

Name: Heath Rivers
Address: 7835 Osceola Polk County Line
Davenport, Florida 33896

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is Enclave at Lake Geneva Community Development District.

6. Future Land Uses. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future Land Use Plan is identified on **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the County's approved Future Land Use Plan.

7. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains and wastewater interceptors within the currently undeveloped lands to be included within the proposed District. **Exhibit 5** shows the proposed major trunk water mains, sewer connections, and reclaimed water mains serving the lands within and around the proposed District.

8. District Facilities and Services. **Exhibit 6** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or

install, as well as the estimated costs of constructing the infrastructure serving land within the proposed District. At present, these improvements are estimated to be made, constructed and installed over the time period from 2024 through 2025. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agent for the Petitioner is Jonathan T. Johnson. **See Exhibit 8.** Copies of all correspondence and official notices should also be sent to:

Jonathan T. Johnson
Jonathan.johnson@kutakrock.com
Kutak Rock LLP
107 West Collage Avenue
Tallahassee, Florida 32301

11. This petition to establish Enclave at Geneva Lakes Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in Lake County from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Lake County Board of County Commissioners to:

- a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;
- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;
- c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor

recreational, cultural, and educational uses, and for security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Sections 190.012(2)(a) and (d), *Florida Statutes*, and

c. grant such other relief as appropriate.

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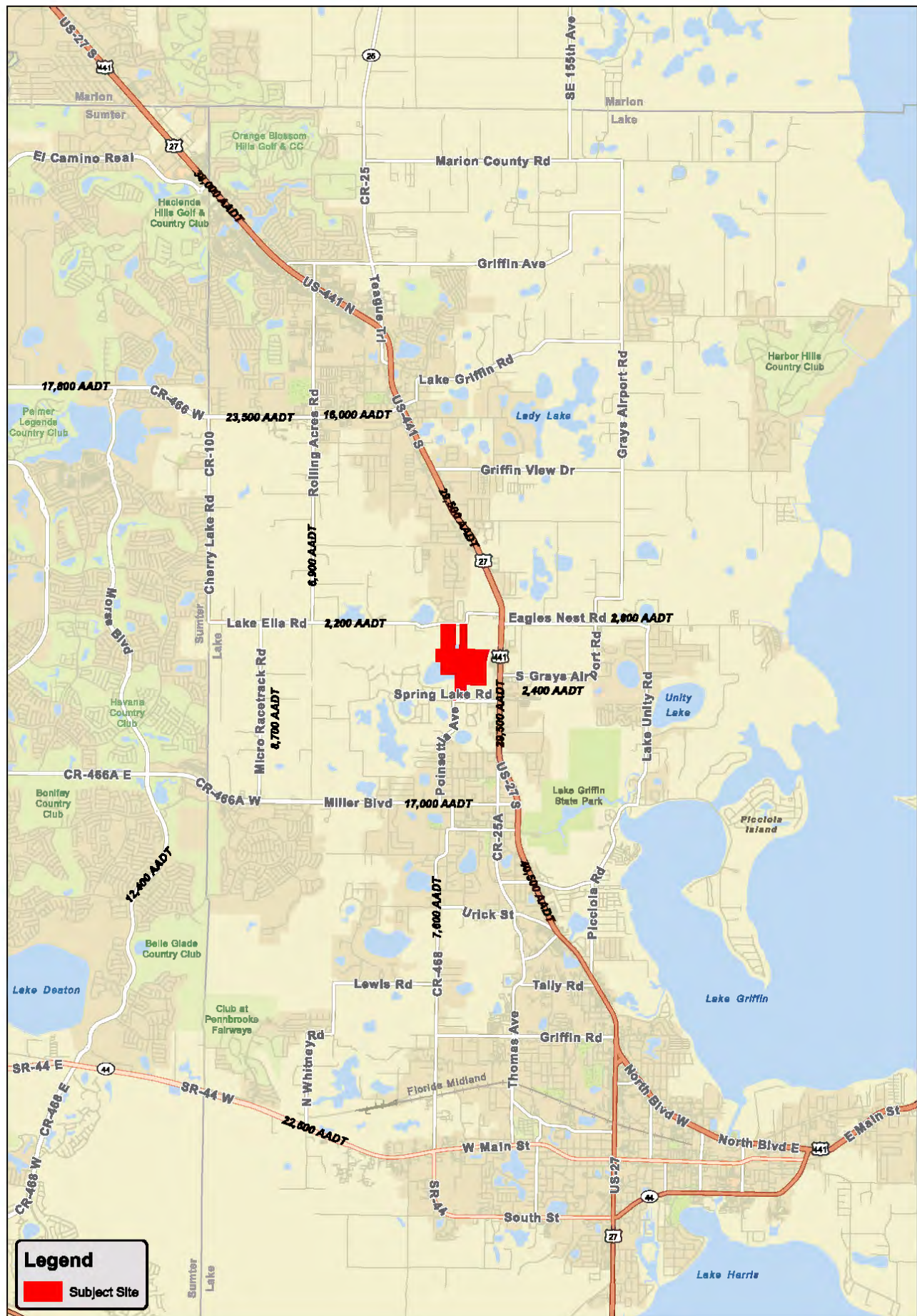
RESPECTFULLY SUBMITTED, this ____ day of November, 2023.

KUTAK ROCK LLP



Jonathan T. Johnson
Jonathan.Johnson@kutakrock.com
Florida Bar No. 986460
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)
Attorney for Petitioner

EXHIBIT 1



Enclave at Lake Geneva

Location and Traffic Map (FLDOT 2021 Counts)



EXHIBIT 2

LEGAL DESCRIPTION

PARCEL 1:

THE EAST 66 FEET OF THE NORTH 210 FEET OF THE SE 1/4 OF THE NW 1/4 AND THE WEST 160 FEET OF THE NORTH 210 FEET OF THE SW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

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CONTAINS A TOTAL OF 135.4 +/- ACRES

EXHIBIT 3

**CONSENT AND JOINDER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Lake Saunders Groves Land, LLP ("Petitioner") intends to submit an application to establish a community development district in the City of Fruitland in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute all or a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district. Petitioner may revoke this consent at any time prior to the closing of the sale of the Property by delivery of written notice to the City of Fruitland.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 15th day of November, 2023.

WITNESSES:

[Signature]
Name: Janelee Gonzalez

[Signature]
Name: Jason Rivas

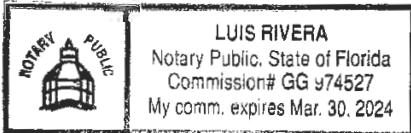
RH
~~Stanley~~ Lake Saunders Groves
a Limited Liability Partnership

By: [Signature]
Name: Robert Hoekstra
Title: Manager

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of November, 2023, by Robert Hoekstra, as Manager of Lake Saunders Groves, who is ☐ personally known to me or ☒ produced Florida DL as identification.

[Signature]
(Official Notary Signature & Seal)



Print Name: Luis Rivera
Notary Public, State of Florida

Exhibit A: Property Description

LEGAL DESCRIPTION

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EXHIBIT 4

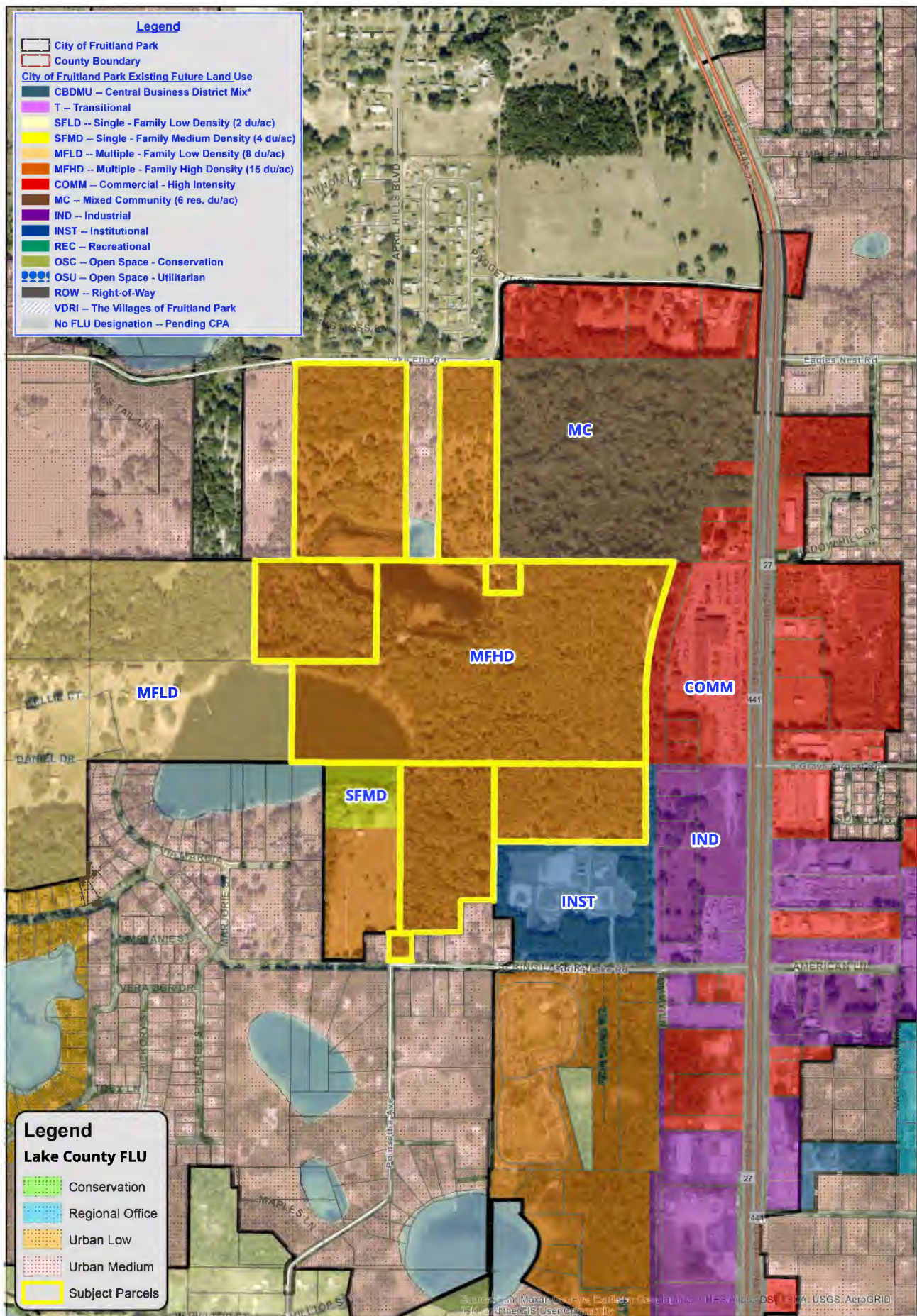


EXHIBIT 5

Exhibit 5

Existing Infrastructure within Property

The only infrastructure on the property is an eight (8) inch force main located along the eastern property line. The force main is located within a 20' utility easement and is owned and maintained by the City of Fruitland Park.

EXHIBIT 6

Exhibit 6

PROPOSED TIMETABLES AND RELATED ESTIMATES OF COST OF DISTRICT SERVICES AND FACILITIES

ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT

Master Earthwork for Stormwater Collection System	2024-2025	\$3,250,000.00
Subdivision Potable Water, Reuse and Wastewater	2024-2025	\$4,000,000.00
Subdivision Infrastructure Roads and Drainage	2024-2025	\$3,250,000.00
Amenities		
Pool and Cabana	2024-2025	\$800,000.00
Playground, BBQ, Picnic Tables, etc.	2024-2025	\$250,000.00
Landscape, Irrigation and Signage	2024-2025	\$300,000.00
Total		\$11,850,000.00

EXHIBIT 7

EXHIBIT 8

ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

November 1, 2023



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Enclave at Lake Geneva Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 134.5 +/- acres of land located within the City of Fruitland Park, Florida (the "City") and is projected to contain approximately 396 residential dwelling units, which will make up the Enclave at Lake Geneva development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Enclave at Lake Geneva Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 396 residential dwelling units, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Enclave at Lake Geneva.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment,

or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Fruitland Park, according to Census 2020, has a population of 8,325; therefore, it is defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 134.5 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 396 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also one of many already existing similar districts in the City. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Fruitland Park

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 134.5 +/- acre master planned residential development currently anticipated to contain a total of approximately 396 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,386 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local

government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Fruitland Park, Florida

The proposed land for the District is located within City of Fruitland Park, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$11,850,000. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**ENCLAVE AT LAKE GENEVA COMMUNITY
DEVELOPMENT DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Roads	Landowner /CDD	CDD/City	CDD/City
Utilities	Landowner /CDD	City	City
Amenities	Landowner	CDD /Landowner	CDD /Landowner
Drainage	CDD	CDD	CDD
Landscape/Lakes	CDD	CDD	CDD

Table 2

**ENCLAVE AT LAKE GENEVA COMMUNITY
DEVELOPMENT DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Master Earthwork for Stormwater Collection System	\$3,250,000
Subdivision Potable Water, Reuse and Wastewater	\$4,000,000
Subdivision Infrastructure Roads and Drainage	\$3,250,000
Amenities	
Pool and Cabana	\$800,000
Playground, BBQ, Picnic Tables, etc.	\$250,000
Landscape, Irrigation and Signage	\$300,000
Total	\$11,850,000

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and

municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Fruitland Park has a population of 8,325 according to the Census 2020 conducted by the United States Census Bureau and is therefore defined as a "small" City according to Section 120.52, F.S. It can be reasonably expected that the establishment of a community development district for the Enclave at Lake Geneva development will not produce any marginal effects that would be different from those that would have occurred if the Enclave at Lake Geneva development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Enclave at Lake Geneva Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Enclave at Lake Geneva development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Enclave at Lake Geneva development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Enclave at Lake Geneva development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its

assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Enclave at Lake Geneva Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing


EXHIBIT 8


AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jonathan T. Johnson and Tucker F. Mackie of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agent for Fruitland Park Development IV, LLC with regard to filing the Petition to the City Council of the City of Fruitland Park, Florida, to establish a Community Development District pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

WITNESSES:

Fruitland Park Development IV, LLC,
a Florida Limited Liability Company


Name: LESA WHITE


Name: ALLYSON V. RICHARD

By:


Name: Richard C. Wohlfarth

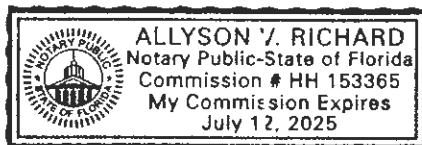
Title: Manager

STATE OF FLORIDA
COUNTY OF SEMINOLE

I hereby certify that on this day, before me, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments, personally appeared RICHARD C. WOHLFARTH as Manager of Fruitland Park Development IV, LLC who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 9th day of November, 2023.


Notary Public



Personally known: ☒
Produced Identification: _____
Type of Identification: _____

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 # 1170300 in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

January 25, 2024
February 1, 2024
February 8, 2024
February 15, 2024

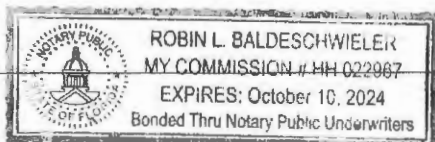
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake,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

(Signature Of Affiant)

Sworn to and subscribed before me this 15
day of February 2024.

Robin L. Baldeschwieler, Notary

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



NOTICE OF PUBLIC HEARING CITY OF FRUITLAND PARK

To Consider Adoption of an Ordinance
Establishing the Enclave at Lake Geneva
Community Development District

DATE: February 22, 2024

TIME: 6:00 p.m.

LOCATION: City Hall Commission Chambers
506 West Berckman Street
Fruitland Park, Florida 34731

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the Fruitland Park City Commission to consider an ordinance to grant a petition to establish the Enclave at Lake Geneva Community Development District ("District") on the February 22, 2024 reading. The title of the proposed Ordinance No 2024-___ is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; ESTABLISHING THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

The proposed District is comprised of approximately 134.5 acres, generally located between Lake Ella Road and South to Spring Lake Road, Fruitland Park, Florida and is depicted in the map below. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain public infrastructure and facilities which may be authorized by such District under Florida law, including but not limited to: roadways, water and sewer improvements, landscape and hardscape improvements, recreational facilities, and other infrastructure.

The petition and proposed ordinance may be inspected by the public during normal working hours, excluding holidays, at City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

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.



Publish: January 25, 2024, February 1, 2024, February 8 and February 15, 2024.

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

ITEM TITLE: **CITY MANAGER’S REPORT**

MEETING DATE: Thursday, February 22, 2024

DATE SUBMITTED: Tuesday, February 13, 2024

SUBMITTED BY: City Manager

BRIEF NARRATIVE: **City Manager’s Report**

- i. Economic Development Status Update**
- ii. Commercial Developments Permits Issued Status Update**
- iii. City Manager Recruiting Firm’s Status Update Report**

FUNDS BUDGETED: None

ATTACHMENTS:

RECOMMENDATION:

ACTION: None

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: Thursday, February 22, 2024

DATE SUBMITTED: Sunday, February 11, 2024

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): On February 8, 2024, Attorney Roper on behalf of the City filed an Amended Motion to Disburse Surplus Funds in favor of the City for \$16,223.19 which is the amount of the surplus funds remaining in the Court's registry. A hearing on the Amended Motion has not been scheduled.

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: Mediation is scheduled April 9, 2024 with mediator Rick Joyce, Esq. The city manager and I will participate in mediation. We are in the process of scheduling a closed session meeting with the Commission in advance of mediation.

Code of Ordinances Codification: On October 29, 2023 I responded to comments relating to the proposed Table of Contents. CivicPlus anticipates producing the draft code proofs in January or February of 2024. On January 16, 2024, I received confirmation we are still on track to receive draft code proofs by the end of February 2024.

FUNDS BUDGETED: None

ATTACHMENTS: None

RECOMMENDATION:

ACTION: None

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7

ITEM TITLE: Public Comments

MEETING DATE: Thursday, February 22, 2024

DATE SUBMITTED: Monday, February 12, 2024

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 BUDGETED: None

ATTACHMENTS:

RECOMMENDATION: None

ACTION: None