

**FRUITLAND PARK CITY COMMISSION
COMMUNITY REDEVELOPMENT AGENCY
MEETING AGENDA**

September 22, 2022

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731
On or before 6:30 p.m.

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES (city clerk)
August 25, 2022 CRA meeting

4. GARDENIA PARK COMPLEX SWIMMING POOL HOUSE AND CALES MEMORIAL ATHLETIC COMPLEX CONCESSION STAND - ROOF QUOTES (city manager/parks and recreation director)

Motion to consider staff's recommendation to select and award a bid to one of the following vendors to replace the current shingle roof with new metal roof at the swimming pool house located at Gardenia Park and concession stand at Cales Memorial Athletic Complex:

- Covenant Roofing & Construction Inc.	\$53,514.00	\$44,234.00	\$ 9,280.00
- Randall Construction & Roofing	\$37,439.34	\$19,011.68	\$56,451.02
- Salt Roofing	\$47,250.00	\$ 9,750.00	\$57,000.00

5. CRA REDEVELOPMENT PLAN STATUS UPDATE (city manager)
Discussion on status of CRA redevelopment plan design standards for the downtown district.

6. PUBLIC COMMENTS (city clerk)
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 Community Redevelopment Agency 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 CRA. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the CRA addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

7. UNFINISHED BUSINESS

8. ADJOURNMENT

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the CRA 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
CRA AGENDA ITEM SUMMARY SHEET
Item Number: 3**

ITEM TITLE: Draft CRA Meeting Minutes

MEETING DATE: Thursday, September 22, 2022

DATE SUBMITTED: Thursday, September 15, 2022

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: Approval of minutes as submitted, if there are no corrections.

FUNDS REQUIRED: None

ATTACHMENTS: Draft minutes.

RECOMMENDATION: Approval

ACTION: Approve the August 25, 2022 CRA minutes as submitted.

**FRUITLAND PARK COMMUNITY REDEVELOPMENT AGENCY
DRAFT MEETING MINUTES
August 25, 2022**

A Community Redevelopment Agency regular meeting was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, August 25, 2022 at 6:15 p.m.

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

Also Present: City Manager Gary La Venia; Sandy Minkoff Esq., representing the City Attorney, City Treasurer Jeannine Racine, Police Chief Erik Luce, Officer Anthony Buehler, Police Department, Robb Dicus, Public Works Director; Mr. Michael “Mike” Rankin, LPG Urban Regional Planners Inc. (consultant retained by the city) and Interim Community Development Director, P&Z Member Fred Collins; Seat 1 Board of Supervisors District 11 Janice Collins, and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Cheshire called the meeting to order.

ACTION: 6:37.15 p.m. No action was taken.

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present.

ACTION: 6:37:28 p.m. No action was taken.

3. APPROVAL OF MINUTES

The CRA considered its action to approve the July 14, 2022 CRA meeting minutes,

ACTION: 6:37:37 p.m. **On motion made by Commissioner Mobilian, seconded by Vice Mayor Gunter and unanimously carried, the CRA approved the CRA minutes as previously cited.**

4. CRA FINANCIAL STATEMENT SEPTEMBER 30, 2021 AND FINAL GOVERNANCE LETTER

Independent auditor’s report and final governance letter from McDirmit Davis, CPA.

ACTION: 6:37:50 p.m. **On motion of Commissioner DeGrave, seconded by Vice Mayor Gunter and unanimously carried, the CRA approved the above-captioned report and governance letter as submitted.**

5. CRA BUDGET FY 2022-23

The CRA considered its action to approve the CRA budget for FY 2022-23.

ACTION: 6:38:29 p.m. **On motion of Commissioner DeGrave, seconded by Commissioner Mobilian and unanimously carried, the CRA approved the FY 2022-23 budget as submitted.**

6. CONCRETE BOLLARDS – CITY HALL, LIBRARY, AND COMMUNITY CENTER DISCUSSION

Mr. La Venia described and reviewed the costs involved for the placement of 24” diameter concrete bollards for city hall, library and the community center for approximately \$18,000 excluding shipping and installation.

ACTION: 6:39:24 p.m. After further discussion, and **on motion of Commissioner Bell, seconded by Vice Mayor Gunter and unanimously carried, the CRA recommended the approval of the city manager’s recommendation as previously cited.** (Bay to Bay Construction proposal dated May 10, 2022.)

7. UNFINISHED BUSINESS

There was no unfinished business at this time.

ACTION: 6:42:50 p.m. No action was taken.

8. PUBLIC COMMENTS

There was no unfinished business at this time.

ACTION: 6:42:35 p.m. No action was taken.

9. OTHER BUSINESS

There was no unfinished business at this time.

ACTION: 6:42:50 p.m. No action was taken.

10. ADJOURNMENT

On motion of Commissioner Mobilian, seconded by Commissioner DeGrave and unanimously carried, the meeting adjourned at 6:43 p.m.

Signed

Esther B. Coulson, City Clerk, MMC

Signed

Chris Cheshire, Mayor

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

ITEM TITLE: Gardenia Park Complex Swimming Pool House Cales Memorial Athletic Complex Concession Stand - Roof Quotes

MEETING DATE: Thursday, September 22, 2022

DATE SUBMITTED: Tuesday, August 30, 2022

SUBMITTED BY: City Manager/Parks and Recreation Director

BRIEF NARRATIVE: Gardenia Park Complex Swimming Pool House Cales Memorial Athletic Complex Concession Stand – the following three quotes were received to replace the current shingle roof with new metal roof at the swimming pool house located at Gardenia Park and concession stand at Cales Memorial Athletic Complex:

Vendor	Swimming Pool	Concession Stand	Total Bid
Covenant Roofing & Construction Inc.	\$53,514.00	\$44,234.00	\$ 9,280.00
Randall Construction & Roofing	\$37,439.34	\$19,011.68	\$56,451.02
Salt Roofing	\$47,250.00	\$ 9,750.00	\$57,000.00

FUNDS REQUIRED: 20511-60665 (\$61,500), CRA Park Improvements

ATTACHMENTS: Randall Construction, Covenant Roofing and Salt Roofing quotes

RECOMMENDATION: The total quotes from Covenant Roofing for the pool and the concession stand were came in at the lowest price of \$53,514.00. Covenant Roofing has been heavily involved in the community with sponsoring the city’s youth sports; helping with other events, and performing quality work. They are highly recommended by the community.

ACTION: Award the bid to Covenant Roofing as the most responsible and responsive bidder.

THE DIFFERENCE IS
• THE PROMISE •



1410 Emerson Street, Leesburg, FL 34748
Phone: 352-314-3625 • Toll Free: 855-314-3625 • Fax: 352-240-3439
www.CovenantRoofFL.com • State Roofing License: CCC 1332763

Sales Contract

Covenant Roofing & Construction, Inc. agrees to furnish all materials and labor necessary to do the modernization work at the following address:

Name: Michelle Yoder Date: 06/28/2022
Address: 603 Century Ave.
City: Fruitland Park State: FL Zip: 34731
Email: myoder@fruitlandpark.org Phone: _____ Mobile: 3527713417

In accordance with specifications given below:
REROOF:

- A SHINGLE ROOF
- REMOVE OLD ROOF TO WORKABLE SURFACE.
 - RENAIL ROOF DECK WITH RING SHANK NAILS.
 - REPLACE ANY ROTTED WOOD WITH STANDARD SHEATHING @ \$ 9 PER FOOT AND \$ 120 PER SHEET OF PLYWOOD, IF ANY. _____ (INITIAL)Line 3
 - INSTALL High temp peel and stick UNDERLAYMENT OVER ENTIRE ROOF.
 - INSTALL FHA/VA EAVES DRIP. COLOR TBD
 - INSTALL NEW VALLEY METAL AND FLASHINGS AS NECESSARY.
 - INSTALL NEW LEAD BOOTS OVER VENT PIPES AND RESEAL VENTS.
 - INSTALL _____ YEAR FIBERGLASS SHINGLES. COLOR _____
 - INSTALL 0 FEET OF RIDGE VENT AT \$ 0 PER FOOT. COLOR _____
 - CLEAN-UP JOB SITE OF ALL WORK DEBRIS AND HAUL AWAY ALL RELATED DEBRIS AND LEAVE JOB SITE CLEAN.
 - CONTRACTOR WILL COORDINATE REMOVAL AND REINSTALLATION OF ROOF RELATED PERIPHERALS SUCH AS (BUT NOT LIMITED TO) SOLAR UNITS, SKYLIGHTS, TV. DISH AND AIR CONDITIONERS, ETC. REMOVE AND REINSTALL EXISTING SOFFIT AND FASCIA @ \$4.25 PER FOOT IN ADDITION TO CONTRACT PRICE, IF REQUIRED. THE COST FOR SUCH WORK WILL BE IN ADDITION TO CONTRACT PRICE AND HEREIN APPROVED BY HOMEOWNER _____ (INITIAL)Line 11
 - ALL WORK COVERED BY A 5 YEAR WORKMANSHIP WARRANTY.

Upgraded CRC warranty (15-yr option)
Install 26G GulfRib metal in color of choice (35 yr metal warranty against defects, rust, chipping and fading)

Contract Price	\$ <u>9,080.00</u>
Permit	\$ <u>200.00</u>
Total	\$ <u>9,280.00</u>
1/3 Deposit	\$ <u>3,094.00</u>
Subtotal	\$ <u>6,186.00</u>
BALANCE DUE UPON COMPLETION	\$ <u>6,186.00</u>
(Plus Total from Item 3 above)	

- Contract Documents. This contract consists of this document, extra work/wood authorizations, if any, and if payments hereunder are to be financed, all financing documents. No promises other than those specifically set forth in the contract documents shall be recognized by either party. The entire understanding and agreement of the parties is contained in the contract documents.
- It is understood and agreed that this contract shall not become binding upon Covenant Roofing & Construction, Inc. until it is duly approved, accepted, signed and witnessed by an officer or officers of the Seller.
- Work on the job described in the contract documents will commence on approximately ASAP and be completed on approximately ASAP. The recited dates are approximations and are subject to scheduling difficulties of Seller, labor and/or material shortages, acts of God and other events not foreseen by Seller. Seller reserves the right to employ any sub-contractor for the completion of the work described in the contract documents.
- Covenant Roofing & construction, Inc. reserves the right to substitute materials of equal or greater value and kind. Any required materials such as fire retardant plywood, tongue and groove board, etc. will be billed on a time and material basis. All other changes required by New Jurisdictional Code Enforcement Laws may result in additional charges.
- Interest at the rate of eighteen (18%) per cent per annum will be charged on all balances not paid as per the terms specified above. Reasonable attorney's fees will be charged to the Purchaser if it is necessary to place this contract in the hands of an attorney for collection, and this charge becomes a part of the contract and obligation of the Purchaser to pay.
- Parties agree that this agreement shall be construed according to the laws of the State of Florida and any action brought thereon may be brought in the State of Florida. Venue is hereby agreed to be in Lake County Florida.
- BUYERS RIGHT TO CANCEL (SOLICITED SALES ONLY) If you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement.
- Both worker's compensation and public liability insurance are carried by the Seller and they are applicable to the work to be performed.
- It is understood and agreed that the buyer hold harmless, Covenant Roofing & Construction, Inc., for any damages that may occur to the buyer's driveway(s) during delivery of materials and/or removal of the work related debris that may be required to perform this home improvement contract. Furthermore, the buyer herein gives permission for typical delivery vehicles and typical waste removal vehicles to enter said driveway(s) for the purpose of expediting this sales contract. _____ (INITIAL)Line 9
- Contractor will coordinate removal and reinstallation of roof related peripherals such as (but not limited to) solar units, skylights, T.V. dishes and air conditioners, etc. The cost for such work will be in addition to contract price and approved by homeowner.
- Covenant Roofing & Construction, Inc. shall not be held responsible for damage to electrical lines, water lines, refrigerant lines or other mechanical components that have been improperly installed near roof decking and may be damaged while performing installation of roofing materials. Covenant Roofing & Construction, Inc. shall not be responsible for any additional costs due to roof decking that may have old materials adhered in such a way that requires redecking of structure. _____ (INITIAL)Line 11
- Construction Industries Recovery Fund payment may be available from the CIRF if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a state-licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: 7960 Arlington Expressway, Suite 300, Jacksonville, FL 32211-7 467 or call (904) 727-6530.
- Chapter 558, Florida Statutes contains important requirements you must follow before you may bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice referring to chapter 558 of any alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines under this Florida Law which must be met and followed to protect your interests.

Executed in triplicate, one copy of which was delivered to, and receipt is hereby acknowledged by Buyer, this 28 day of June, 2022

Approved and Accepted: **NOTICE TO OWNER**
a. Do not sign this home improvement contract in blank.
b. You are entitled to a copy of the contract at the time you sign. Keep it to protect your rights.

(Dealer-Seller) (Seal) _____ (Purchaser Sign Here) (Seal)
By: _____ (Title) _____ (Purchaser Sign Here) (Seal)
[Signature]
Salesman

ESTIMATE



Prepared For

City of Fruitland Park
603 Century Ave, 201 W. Berckman Street
Fruitland Park, FL 34731

Randall Construction & Roofing

1319 Spring Lake Road
Fruitland Park, Florida 34731
Phone: (352) 636-3623
Email: ryanyourroofer@gmail.com

Estimate # 22131
Date 07/18/2022

Description	Total
Concession stand Install Ultra Rib 26GA roof system	\$19,011.68
ULTRA RIB -26 GA SMP (PAINTED) COLOR TBD Weight 2574 - Lbs. 990 -LF Qty Ft. & In. Inches 44 - 22ft. 6in. = 270 26 GA RIDGE CAP (PAINTED) 26 GA DRIP EDGE (PAINTED) 1.5 ZACS (PAINTED) 2 ZACS (PAINTED) ZAC LAP SCREWS 1/4-14 X 7/8 (PAINTED) 3 PURLIN SCREWS (1875 CT) 25# 3 PURLIN SCREWS (375 CT) 5# ULTRA RIB CLOSURES (OUTSIDE) ULTRA RIB CLOSURES (INSIDE) PEEL AND STICK UNDERLAYMENT (2 SQ ROLL) Lumber 1x4x12SYP	
POOL Install Ultra Rib 26GA roof system	\$37,439.34
ULTRA RIB -26 GA SMP (PAINTED) COLOR TBD Weight 4629.7 - Lbs. 1780.66 -LF Qty Ft. & In. Inches 98 - 18ft. 2in. = 218 26 GA RIDGE CAP (PAINTED) 26 GA W-VALLEY (PAINTED) 26 GA DRIP EDGE (PAINTED) 1.5 ZACS (PAINTED) 2 ZACS (PAINTED)	

ZAC LAP SCREWS 1/4-14 X 7/8 (PAINTED)
3 PURLIN SCREWS (1875 CT) 25#
EXPANDING FOAM 1IN x 20 FT
ULTRA RIB CLOSURES (OUTSIDE)
ULTRA RIB CLOSURES (INSIDE)
PEEL AND STICK UNDERLAYMENT (2 SQ ROLL)
LUMBER 1 X 4 X 12 SYP

Subtotal	\$56,451.02
<hr/>	
Total	\$56,451.02

Note:

- When not detailed in request, an allowance for ventilation, plumbing boots and all other applicable flashing is included in contractor price to meet industry required standards per aerial report details

** Payment in full is due upon immediate completion of the install and before warranty will be issued.

** 3% fee for all credit card payments will be added to total.

It is the sole responsibility of the property owner to ensure all plumbing, HVAC, and electrical lines in the attic area are properly installed and up to code. Randall Construction Inc. only accepts responsibility from the roof's decking upward, anything below the decking is the sole responsibility of the homeowner. Construction debris, pictures, décor, lighting, etc. can be knocked loose or fall during install. Please take anything of value or items you want to protect and put away for safekeeping until your roofing project is completed.

As with any type of construction job, there can be unforeseen conditions necessary to address to safely protect your property. Any unforeseen issues (not covered in this estimate) will be provided in writing and must be signed and approved by your approved representative before work commences. Payment for additional work orders will be due immediately once the job is completed.

Randall Construction Inc. shall coordinate rooftop delivery of materials and delivery and removal of the dumpster. The property owner must designate the placement of the dumpster at the designated area. If a specific area is not designated, the dumpster will be placed in the driveway as close to the roof as possible. If Owner is aware of conditions that are likely to result in damage, those conditions should be brought to the attention of the Representative of Randall Construction Inc. prior to any deliveries being scheduled. Delivery from the street, with no roofing trucks over 10,000 lbs. on the driveway at any time, is available at an additional cost upon request. If any damage occurs to the driveway due to delivery of materials and/or dumpster, Owner will work with delivery companies to resolve issues directly. Randall Construction Inc. is not responsible for any damages to property as a result of deliveries.

DISCLOSURES REQUIRED BY LAW:

Section 489.147, Florida Statute: A contractor may not offer to a residential property owner a rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for allowing the contractor to conduct an inspection of the residential property owner's roof; or making an insurance claim for damage to the residential property owner's roof.

Construction Lien Law Disclosure: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE

OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Claims for Construction Defects: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

BUYERS RIGHT TO CANCEL: If this agreement was procured through a home solicitation sale as defined in Chapter 501, Florida Statutes, Contractor provides the following notice: This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment."

Florida Homeowners Construction Recovery Fund: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
1940 N. Monroe Street
Tallahassee, FL. 32399
850-487-1395

By signing this document, the customer agrees to the services and conditions outlined in this document.

City of Fruitland Park



Salt Roofing Work Authorization

FL LIC. # CCC57018

PROPERTY OWNER: Michelle Yoder PHONE: (352) 771-3417
 ADDRESS: 603 Century Avenue. (Concession Stand)
 CITY: Fruitland Park ZIP: 34731 EMAIL: myoder@fruitlandpark.org

EXISTING ROOF TYPE: Asphalt Shingle (3tab) # LAYERS IF KNOWN unknown
 EXISTING ROOF PITCH 4 /12 # SHINGLE SQ'S _____ # FLAT DECK SQUARES _____ # TOTAL SQUARES 11 squares
 SPECIAL SITE CONDITIONS: 11 Sq 26 Ga Multi-Rib exposed fastener colored panel replacement

STANDARD SPECIFICATIONS

**All permits included as required. **All debris removed from site and area cleaned with power magnets. **5-year workmanship warranty
 **Limited life-time shingle warranty – see specific manufacturer warranty for details. **Two sheets of 4x8 decking replacement or \$150.00 wood replacement allowance for plank decking. **Remove existing roof system & inspect decking (re-nail as required by FL building code.
 **Install self-adhering membrane in valleys per FL building code. **Install double ply synthetic roofing underlayment. Remove and install all new pipe jacks (lead boots). **Install new exhaust vents if applicable. **Install capped over ridge vents if applicable or install new off ridges if applicable. **Install new drip edge where appropriate. **Flat decks – install 2 ply bitumen system, cap sheet to match as close as possible. **Install dimensional shingles (unless other material selected) – nailed in compliance with FL building code and manufacturer's specifications. **Detach owner's satellite system (Property owner to have service provider re-install).

Base roof system with standard specifications:			\$ 9,750.00
Remove additional layer of shingles (per layer):	\$25 SQ	# Layers: _____	\$ _____
Replace existing skylight:		Qty: _____	\$ _____
Cut Ridge and add additional ridge vents:		LF: _____	\$ _____
Cut opening and add additional off ridge vents		Qty: _____	\$ _____
Remove damaged flashing install new flashing or add new flashing if not installed		LF: _____	\$ _____
Install cricket behind existing chimney if not previously installed		Qty: _____	\$ _____
Other: Price includes \$250.00 in wood replacement additional wood will be charged at contracted price			\$ _____
Other: Pictures will be provided for customer and change order will be supplied at completion of project			\$ _____

AVAILABLE OPTIONS

Shingle upgrade:			\$ _____
Add Pvc molded lead pipe covers to prevent future rodent damage:	\$ _____ EA.	QTY _____	\$ _____
Install peel and stick underlayment in lieu of synthetic:			\$ Included
Install power ventilation:	\$ _____ EA.	QTY _____	\$ _____
Wind mitigation inspection & report:			\$ _____
		TOTAL	\$ _____
Authorized Signature: _____	Date: <u>06/22/2022</u>	DEPOSIT COLLECTED:	(\$ _____)
Salt Representative: <u>George J Romano III</u>		BALANCE DUE:	\$ 9,750.00

The above prices, specifications and conditions of this contract are satisfactory and are hereby accepted. I/We have read and understand the terms and conditions located on the back of this document, as well as the attached addendums & Salt Roofing is authorized to commence work. Any wood damage or unforeseen items necessary to complete our work will be considered an additional charge and will be billed at a rate indicated on page 2 of this document.

CONTRACT AGREEMENT - TERMS AND CONDITIONS

revised 1/12/2022

1 Additional work that is required will be charged as indicated below:

- * Fascia repairs @ \$6.50 per LF
- * 1 x 2 fascia furring @ \$3.00 LF
- * Plywood decking replacement @ \$75.00 per sheet (partial sheets are considered whole sheets for replacement costs.)
- * Additional layers of shingles discovered during the removal at a rate of \$25.00 per square
- * If siding or stucco needs to be removed to install additional flashings cost will be determined based on scope and approved prior to commencing.

* Truss tail repairs @ \$6.50 LF

* 1 x decking board repairs @ \$6.50 LF

** Salt Roofing will not be responsible for the correction of structural faults that cause dips or waves in the decking and/or fascia. Property owner is responsible for notifying us of any concerns of the appearance of the roof structure prior to roof installation.

** Salt Roofing will not be responsible for nails that come through decking or soffit where the decking is exposed from underneath. Nail lengths are specified by Florida Building Codes and cannot be altered.

2 PAYMENT TERMS: 30% Due at contract acceptance, which \$500.00 is non refundable if contract is cancelled for any reason. Final payment is due upon completion of the roof. Customer Initials
A SERVICE CHARGE OF 1.5% PER MONTH SHALL BE ASSESSED TO ALL AMOUNTS 30 DAYS OVERDUE.
ALL CREDIT CARD PAYMENTS WILL BE CHARGED A 3% CREDIT CARD TRANSACTION FEE.

3 Buyers right to cancel: If the purchaser(s) determines within (3) business days to cancel this contract, he/she or they, must do so by providing written notice to Salt Roofing by certified or registered mail, or telegram prior to midnight of the third business day. Any deposits will be returned less the \$500.00 non refundable administrative fee.

4 After the three business day cancellation term customer(s) may be subject to a fifteen (15%) percent of contract amount as a liquidation damage fee.

5 Any representations or other communications not written in this contract are agreed to be immaterial, and not relied on by either party. No agreements other than those specifically set forth in this contract shall be recognized and do not survive the execution of this contract. The entire understanding and contract agreement of the parties is contained in this contract agreement document(s).

6 Any and all modifications, alterations, or deviations of the contract work scope involving extra expense / costs will be executed only upon written orders or change orders and will become an extra expense / cost charge additional to this contract agreement. This contract both front and back constitutes the entire understanding of the parties, and no other understanding shall be binding unless in writing and signed by both parties.

7 Performance of the work scope described in this contract will commence as soon as possible upon receiving all payments due and upon receiving building permit and shall be completed within (30) calendar days upon commencing. Salt Roofing shall not be responsible for delays due to material shortages, weather related issues, or any other circumstances beyond our control.

8 Salt Roofing shall not assume liability or be held liable for any damages to personal property or physical injury as a result of vibrations caused by hammering or walking on structures, loading of materials, or any other normal work operations necessary for completion of the work scope and shall not assume liability or be held liable for any damages to improperly maintained or improperly constructed structures resulting from normal work operations as contemplated on the face of this contract. This includes stress cracking on ceilings, ceiling flaking etc.

9 Salt Roofing assumes no responsibility for damage incurred to property or grounds resulting from delivery of supplies or service equipment by vehicles other than those owned by Salt Roofing.

10 Property owner/customer is responsible for marking all septic and drainfield locations and any other hidden yard obstacles and notifying Salt Roofing of these locations prior to any deliveries commencement of work operations.

11 During the duration of the work scope, the customer's homeowners insurance will be responsible for any interior damages, etc, providing Salt Roofing follows normal / standard dry-in procedures to protect the property during the operations of the work scope.

12 Any and all leftover materials are the property of Salt Roofing. Salt Roofing will order extra materials as needed in order to avoid delays in the roofing process.

13 Salt Roofing will not be held liable for reasonable wear and tear to driveways, parking lots, walkways, lawns, shrubs, floral or vegetation caused by the movement or the normal operations of trucks, equipment, materials, workforce, or debris.

14 Property owner/customer is responsible for replacing gutters, painting woodwork, removing or resetting of solar panels, satellite dishes, antennae or any other after market attachments.

15 Flat Deck Systems offer color choices that closely coordinate with shingle systems, however it is understood that these colors may not be an exact color match.

16 Property owner/customer understands that after the initial proposal is executed and colors are chosen, that materials typically are ordered and any change of color must be submitted on a change order, and may require additional fees for unloading and restocking the roof. Changes to colors etc, will not be accepted by telephone, text or in an email format.

17 Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach of thereof which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

18 Customer(s) received a copy of this document both front and back and agrees that it is a legal binding contract.

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

ITEM TITLE: CRA Redevelopment Plan Status Update Report

MEETING DATE: Thursday, September 22, 2022

DATE SUBMITTED: Tuesday, September 13, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: Discussion on the CRA redevelopment plan design standards for the downtown district.

FUNDS REQUIRED: None

ATTACHMENTS: None

RECOMMENDATION:

ACTION:

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

ITEM TITLE: Public Comments

MEETING DATE: Thursday, September 22, 2022

DATE SUBMITTED: Thursday, September 15, 2022

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: **Item Description:** This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the community redevelopment agency 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 CRA. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the CRA addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

FUNDS REQUIRED: None

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

RECOMMENDATION: None

ACTION: None

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

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

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

Section 3. This Resolution shall become effective immediately upon passage.

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

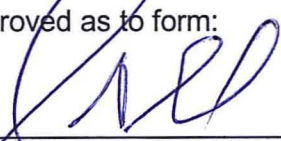
ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney

Select Year:

The 2020 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

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