

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

October 23, 2025

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Allen Tillman, New Salem MB Church

Pledge of Allegiance – Interim Police Chief **Henry Rains**

2. ROLL CALL

3. SWEARING-IN CEREMONY

(a) New Police Officers Joseph D’Imperio, Eric Burland, and Brad Seley

4. CONSENT AGENDA

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

(a) Approval of Minutes (city manager/city clerk)

October 9, 2025, Regular City Commission Meeting

5. REGULAR AGENDA

(a) Resolution 2025-083, Accepting Financial Audit for the Fiscal Year ending September 30, 2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE INDEPENDENT AUDITORS’ REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024, WITH ACCOMPANYING FINANCIAL STATEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2025-080, Approval of a FDOT Grant for Purchase of Equipment and Overtime Reimbursement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SUBGRANT AGREEMENT FOR HIGHWAY SAFETY FUNDS

IN THE AMOUNT OF \$56,000.00; AUTHORIZING THE MAYOR TO EXECUTE THE SUBGRANT AGREEMENT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL OTHER NECESSARY DOCUMENTS; PROVIDING DIRECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2025-081, Approval of a FDLE Grant for Purchase of a Drone

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DRONE REPLACEMENT PROGRAM FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND THE CITY OF FRUITLAND PARK IN AN AMOUNT NOT TO EXCEED \$25,000.00; AUTHORIZING THE INTERIM POLICE CHIEF TO EXECUTE THE AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO MEET ALL REQUIREMENTS SET FORTH IN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

6. PUBLIC HEARING

END OF PUBLIC HEARING

7. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

8. (a) City Manager

(b) City Attorney

i. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116

9. UNFINISHED BUSINESS

10. 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.

11. COMMISSIONER COMMENTS

- (a) Vice Mayor DeGrave
- (b) Commissioner Williams
- (c) Commissioner Cosenza, III
- (d) Commissioner Raysin

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER

Friday, October 24th	Halloween Party at the Gardenia Center 6:00 p.m.
Friday, October 31st	Trick or Treat at Shiloh Cemetery 6:00 p.m. to 9:00 p.m.
Thursday, November 6th	Time Capsule Interment at the Library 6:00 p.m.
Thursday, November 13th	City Commission Meeting at 6:00 p.m.
Friday, November 21st	Comedy Night at the Gardenia Center 8:00 p.m.

For additional events, 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: 3a

ITEM TITLE: Swearing in of New Police Officers

MEETING DATE: October 23, 2025

DATE SUBMITTED: October 15, 2025

SUBMITTED BY: city manager/interim police chief

BRIEF NARRATIVE: The Fruitland Park Police Department hired three (3) new Police Officers who will be introduced by the Interim Chief of Police, Henry Rains.

FUNDS REQUIRED: N/A

ATTACHMENTS: N/A

RECOMMENDATION: N/A

ACTION: No Action Required

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

ITEM TITLE: Draft Meeting Minutes dated October 9, 2025

MEETING DATE: Thursday, October 23, 2025

DATE SUBMITTED: Wednesday, October 15, 2025

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) Regular Minutes dated October 9, 2025 (city clerk)

FUNDS BUDGETED: None

ATTACHMENTS: October 9, 2025 Regular Minutes

RECOMMENDATION: Approve the Consent Agenda

ACTION: Approve the Consent Agenda

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
October 9, 2025**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, October 9, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioners Martina Williams, Joseph Cosenza III and Michael Raysin

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Interim Police Chief, Henry Rains, Human Resources Director John Klein; Public Works Director Robb Dicus; Michael “Mike” Rankin, Interim Community Development Director, LPG Urban & Regional Planners Inc. (consultant retained by the city), and Gwen Johns, City Clerk.

Total Attendance: 19

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

After Mayor Cheshire called the meeting to order, an Invocation was given by Interim Police Chief Rains who then led the pledge of allegiance to the flag.

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire called the meeting to order and announced decorum for the meeting. He then requested that Ms. Johns call roll where a quorum was declared present.

3. CONSENT AGENDA

(a) Approval of Minutes (city manager/city clerk)

September 25, 2025, Regular City Commission Meeting

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve the Consent Agenda as presented. The motion carried by a unanimous vote.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

4. REGULAR AGENDA

(b) Resolution 2025-077, Approving the Purchase of Four Vehicles for the Police Department utilizing Bid Pricing Pursuant to a Contract held by the Florida Sheriff's Association. (city manager/city attorney/interim police chief)

Anita Geraci-Carver, City Attorney, read Resolution 2025-077 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PURCHASE OF FOUR VEHICLES FOR THE POLICE DEPARTMENT UTILIZING BID PRICING PURSUANT TO A CONTRACT HELD BY THE FLORIDA SHERIFF'S ASSOCIATION, INCLUDING THE PURCHASE OF TWO 2025 FORD POLICE INTERCEPTORS FROM BOZARD GOVERNMENT FLEET, ONE 2025 CHEVROLET TRAILBLAZER FROM CARL BLACK ORLANDO; AND ONE 2025 CHEVROLET TAHOE 4x4 FROM CARL BLACK ORLANDO; APPROVING THE FOUR VEHICLES TO BE OUTFITTED WITH DANA SAFETY POLICE PACKAGES PUSUANT TO A CONTRACT HELD BY BRADFORD COUNTY SHERIFF'S OFFICE; AUTHORIZING THE CITY MANAGER TO EXPEND THE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave to approve Resolution 2025-077, as presented. The motion carried by a unanimous vote.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

(b) Resolution 2025-078, Change Order with Halff Associates, Inc. for Additional Professional Services Related to Wastewater Master Plan Update.

Anita Geraci-Carver, City Attorney, read Resolution 2025-078 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A CHANGE ORDER FROM HALFF ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$25,000 FOR ADDITIONAL PROFESSIONAL SERVICES RELATED TO UPDATING THE WASTEWATER MASTER PLAN TO INCLUDE A NEW WASTEWATER TREATMENT PLANT AND RECLAIMED WATER SYSTEM TO BE BUILT, OWNED AND OPERATED BY THE CITY OF FRUITLAND PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Williams asked what had changed and why the \$25,000 needed to be expended. Ms. Manila explained the changes that had taken place relative to an agreement with the Town of Lady Lake, and how that change had impacted the current master plan.

ACTION: A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve Resolution 2025-078, as presented. The motion carried by a unanimous vote.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

(c) Resolution 2025-079, Approval of a Contract for the Sale and Purchase of Land to Acquire Real Property for Construction of a Water Treatment Plant.

Ms. Geraci-Carver read Resolution 2025-079, by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT FOR SALE AND PURCHASE OF LAND TO ACQUIRE REAL PROPERTY FOR CONSTRUCTION OF A WATER TREATMENT PLANT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND CLOSING DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Manila noted that the city would be constructing a new water treatment plant which would include two new wells and be located in the northeast sector of the city. This construction will be necessary to increase water availability in that section of town where most of the growth is occurring. The property is approximately five acres located on Gray's Airport Road, and the cost will be \$500,000 plus 3% commission. She noted she had communicated with several appraisers and will schedule an appraisal, which will take anywhere from two to three weeks. If the appraisal does not come in greater than the \$500,000, the contract will be void.

Vice Mayor DeGrave wondered if the area surrounding the property would be developed. He asked if there were any provisions in the contract that would revert the property back to the owner if for some reason the water plant could not be constructed. He also asked about flagged lots to which Mr. Rankin responded there are cases, but he would not recommend making an exception for the City. Vice Mayor DeGrave said his concern was that there had not been any aquifer testing on the property, to date.

Mayor Cheshire noted that this property was chosen by a previous City Commission. John Gunter, 407 W Mirror Lake Drive, indicated that the property had not been tested to his knowledge. However, there is a 12-inch well on Eagle's Nest Road that was tested and found acceptable.

Robb Dicus, Public Works Director, stated there were two currently permitted wells on this property for the City of Fruitland Park which would indicate that some testing had been done in the past.

Mr. Rick Wolfarth, seller, said the location is a remarkably high production location for water wells.

Vice Mayor DeGrave inquired about payment and Ms. Manila suggested that the property would be paid for out of the utility fund.

ACTION: A motion was made by Commissioner Cosenza and seconded by Commissioner Raysin to approve Resolution 2025-079, as presented. The motion carried by a unanimous vote.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

5. PUBLIC HEARINGS

END OF PUBLIC HEARINGS

6. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

7. (a) City Manager

Ms. Manila discussed street closures for Halloween. Interim Police Chief Rains followed up that every year, streets in the historical district are closed for Trick or Treating. He noted this is the largest event for the city.

(b) City Attorney

i. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116

Ms. Geraci-Carver had nothing additional to report.

8. UNFINISHED BUSINESS

9. PUBLIC COMMENTS

Kimberly Lily Pearson, 706 Smith Street, discussed sediment coming out of her faucets. Ms. Manila further indicated that she would get with Mr. Dicus to collect historical information about the area with regard to water and wastewater and get back to Ms. Pearson. Ms. Pearson asked if the fire hydrants in her neighborhood could be flushed. Mr. Dicus noted that all water pipes in that area of the city are PVC pipes. He noted there have been no other complaints from the area, and that water is tested every day. He also noted that fire hydrants are flushed on a regular basis.

Tommy Treadway, 900 Paso Aly, discussed the September 25, 2025, City Commission meeting where another resident expressed the need for a sidewalk through his yard. He said he had lived in the same location for 17 years and there had never been a sidewalk. He stated that he was told by the builder that there would never be a sidewalk and he noted this had been an issue for the past three weeks. He asserted that there was no harassment, and that he had tried to speak to Ms. Cologne about the situation. He also stated that he was lobbying to not have a sidewalk in his front yard. Mayor Cheshire stated that the area where a sidewalk would be placed is right of way and does not belong to the property owner. He noted that city staff would look into the issue.

Ms. Manila stated there had been a letter from the developer and a sidewalk was supposed to be installed. She said the intention was always that there would be a sidewalk. She further noted that the new elementary school has changed dynamics in the area.

Marie Martorana, 3164 Lowe Court, asked about the widening of 466A. Mayor Cheshire said 466A is a county road. Ms. Manila followed up that construction is projected to start in 2027.

Mitchell Langley, 101 South Valley Road, noted that where the sidewalk ends along Urick, is an area where there needs to be a sidewalk. He noted kids walking that route to get to and from school. He also mentioned that there should also be a crosswalk in the same location.

10. COMMISSIONERS' COMMENTS

- (a) **Commissioner Williams** – Nothing to report.
- (b) **Commissioner Cosenza** – Nothing to report.
- (c) **Commissioner Raysin** – Requested to be excused from the October 23rd meeting.
- (d) **Vice Mayor DeGrave** – Nothing to report.

11. MAYOR'S COMMENTS

Dates to Remember

Mayor Cheshire announced the following events:

- October 16, 2025, Pint for a Pint Blood Drive at Library
- October 23, 2025, City Commissioner Meeting at 6:00 p.m.
- October 24, 2025, Halloween Party at The Gardenia Center

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

12. ADJOURNMENT

The meeting adjourned at 6:35 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE: Resolution 2025-083, FY 2024 Audit Report

MEETING DATE: October 23, 2025

DATE SUBMITTED: October 2, 2025

SUBMITTED BY: city manager/finance director

Brief Narrative: The FY 2024 Audit conducted by Mauldin & Jenkins, partner Daniel Anderson will present the findings for the FY2024 Audit to the Commission: The auditors responsibility, compliance and ethic requirements, significant risks, qualitative aspects, and any other findings or recommendations. Additional disclosures include ending fund balances and the financial health of the City of Fruitland Park.

FUNDS REQUIRED: N/A

ATTACHMENTS: Resolution 2025-083
Audit (to be provided upon receipt)

STAFF RECOMMENDATION: Approve Resolution 2025-083

ACTION: Approval of Resolution 2025-083

RESOLUTION 2025-083

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA, ACCEPTING THE INDEPENDENT
AUDITORS' REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30,
2024 WITH ACCOMPANYING FINANCIAL STATEMENTS; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, s. 218.39, Florida Statutes, requires the City to have an annual financial audit; and

WHEREAS, McDirmit Davis & Company audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fruitland Park, Florida, as of and for the year ended September 30, 2024, and the related notes to the financial statements; and

WHEREAS, the City Commission of the City of Fruitland Park desires to accept said audit for fiscal year ending September 30, 2024.

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

Section 1. The Independent Auditors' Report for Fiscal Year Ending September 30, 2024 prepared by McDirmit Davis & Company, a copy of which is attached hereto, is accepted.

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

PASSED AND RESOLVED this _____ day of _____, 2025, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Gwen Johns, City Clerk

Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin	_____ (Yes), _____ (No), _____ (Abstained), _____ Absent)
Commissioner Cosenza	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Resolution 2025-080, FDOT Grant for Reducing Teen-Related Injuries and Fatalities from Vehicle Crashes

MEETING DATE: Thursday, October 23, 2025

DATE SUBMITTED: Wednesday, October 15, 2025

SUBMITTED BY: city manager/city attorney/interim police chief

BRIEF NARRATIVE: The Fruitland Park Police Department has been awarded a Department of Transportation (DOT) Grant focused on reducing teen-related injuries and fatalities from vehicle crashes by 3% citywide. The total grant award is \$56,000, with \$50,000 designated for officer overtime and \$6,000 for computers and outreach supplies.

The overtime funding will allow officers to conduct targeted traffic enforcement operations during high-risk times and locations where teen-related crashes are most likely to occur.

These operations will focus on behaviors such as speeding, distracted driving, seatbelt compliance, and impaired driving.

The remaining \$6,000 will support community engagement and education by purchasing computers and materials for outreach events. These resources will be used to conduct safety presentations at local schools, host teen driver education programs, and promote safe driving campaigns throughout the community.

FUNDS REQUIRED: N/A

ATTACHMENTS: Resolution 2025-080

RECOMMENDATION: Approval of Resolution 2025-080

ACTION: Approve Resolution 2025-080

RESOLUTION 2025-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SUBGRANT AGREEMENT FOR HIGHWAY SAFETY FUNDS IN THE AMOUNT OF \$56,000.00; AUTHORIZING THE MAYOR TO EXECUTE THE SUBGRANT AGREEMENT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL OTHER NECESSARY DOCUMENTS; PROVIDING DIRECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fruitland Park Police Department applied to FDOT for grant funds to support a distracted driving awareness program by paying for overtime salary and associated benefits incurred by the City, as well as one laptop and projection equipment for program implementation and outreach; and

WHEREAS, the Fruitland Park Police Department was awarded \$56,000; and

WHEREAS, the City Commission desires to accept the non-matching grant for the purposes provided for herein; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to authorize the mayor to execute the Subgrant Agreement and further authorize the city manager or designee to execute all other necessary documents consistent with this resolution, and meet all administrative and financial requirements of the grant.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The State of Florida Department of Transportation Subgrant for Highway Traffic Safety Funds for Project Number TSP-2026-00240 and identified as FDOT Contract Number G3187 is accepted and approved.

Section 2. The Commission authorizes the mayor to execute the Subgrant Agreement and authorizes the city manager or designee to execute all other necessary documents consistent with this resolution.

Section 3. The City Commission directs the city manager or designee to meet all administrative and financial requirements of the grant.

Section 4. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this _____ day of _____, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND
PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Johns, City Clerk

Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice Mayor DeGrave	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: **Resolution 2025-081 Drone Replacement
Financial Assistance Grant**

MEETING DATE: Thursday, October 23, 2025

DATE SUBMITTED: Tuesday, October 14, 2025

SUBMITTED BY: city attorney/city manager/interim police chief

BRIEF NARRATIVE: The Fruitland Park Police Department identified and applied for a grant from the Florida Department of Law Enforcement (FDLE) to receive reimbursable funds through FDLE's drone replacement program. Staff is requesting that the City Commission accept a **Drone Replacement Financial Assistance Grant**, which will provide funding to purchase a new unmanned aerial vehicle (UAV) in accordance with **Florida Administrative Code 60GG-2.0075**. The total grant amount will **not exceed \$25,000** and is intended to ensure compliance with state-approved drone manufacturers and data security standards.

This funding will allow the police department to replace its existing drone with an updated model that meets all current legal, technological, and operational requirements. The drone is an essential tool for enhancing public safety operations with a safe, efficient, and cost-effective tool that will be used for search and rescue missions, traffic crash reconstruction, disaster response, crime scene documentation, and large-scale event monitoring.

The upgraded drone will improve the department's ability to respond quickly and safely to incidents while reducing risk to personnel. This grant represents a cost-effective opportunity to maintain compliance with Florida law and to strengthen the department's operational capabilities without impact to the City's general fund.

FUNDS REQUIRED: N/A

ATTACHMENTS: Resolution 2025-081, Drone Agreement

RECOMMENDATION: Approval of Resolution 2025-081

ACTION: Motion to approve Resolution 2025-081

RESOLUTION 2025-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DRONE REPLACEMENT PROGRAM FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND THE CITY OF FRUITLAND PARK IN AN AMOUNT NOT TO EXCEED \$25,000.00; AUTHORIZING THE INTERIM POLICE CHIEF TO EXECUTE THE AGREEMENT; DIRECTING THE CITY MANAGER OR DESIGNEE TO MEET ALL REQUIREMENTS SET FORTH IN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fruitland Park Police Department seeks to purchase a drone that meets minimum security standards established by the Department of Management Services pursuant to Rule 60GG-2.0075, Florida Administrative Code; and

WHEREAS, the Florida Department of Law Enforcement has the authority to Florida law to provide state financial assistance pursuant to certain terms and conditions established by agreement; and

WHEREAS, the Florida Department of Law Enforcement is willing to enter an agreement with the City of Fruitland to provide funding in the amount not to exceed \$25,000.00 to replace the police department's drone with a drone meeting the minimum security standards required by Florida law; and

WHEREAS, the parties desire to set forth the terms and conditions of its agreement; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the subaward agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Drone Replacement Program Financial Assistance Agreement between the Florida Department of Law Enforcement and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Interim Police Chief to execute the Agreement.

Section 3. The Commission directs the City Manager or designee to meet any and all requirements of the Agreement.

Section 4. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 23rd day of October 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Johns, City Clerk

Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Wiliams	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Fruitland Park

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025

Project End Date: 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed \$25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed \$25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact

Name: Tennille Robinette

Title: Research & Planning Administrator

Phone: 850-617-1268

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name: Paul Sandbakken

Title: Officer

Phone: 763-482-0369

Email: psandbakken@fruitlandpark.org

Chief Official

(please print)

Name: Henry Rains

Title: Interim Chief of Police

Phone: 352-360-6655

Email: hrains@fruitlandpark.org

Financial Contact:

(please print)

Name: Gary Bachmann

Title: Finance Director

Phone: (352) 360-6727

Email: gbachmann@fruitlandpark.org

Alternate Point-of- Contact

(please print)

Name: David Cox

Title: Administrative Lieutenant

Phone: 352-360-6655

Email: dc Cox@fruitlandpark.org

Recipient's Vendor ID (FEID/EIN): 59-6031169

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Fruitland Park

Address 1: 506 West Berckman Street

Address 2: _____

City, State, Zip: Fruitland Park, FL 34731

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____

Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
City Of Fruitland Park

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____

Date: _____

Printed Name and Title: Henry Rains, Interim Chief of Police

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

Signature: _____

Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____

Date: _____

Printed Name and Title: Henry Rains Chief

Signature: _____

Date: _____

Printed Name and Title: _____

Appendix A – Drone Funding Request Form

Recipient: City Of Fruitland Park

County: Lake

1. Recipient Type (select all that apply):

- ☒ New Recipient (no funds received under this program)
Located in a fiscally constrained county
None of the above

2. How many drone pilots do you currently have on staff? 0

3. How many additional pilots are you seeking to train/certify? 4

4. How many compliant drones do you currently have in your fleet? 0

5. How many additional drones are you seeking with these funds? 1

Based on your request, you are seeking an award amount of \$ 25,000.00
(max reimbursement of \$25,000 per drone)

Provide any additional information we should consider when reviewing this request.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Paul Sandbakken

Date: 9/26/2025

Name/Title: Paul Sandbakken/ Patrol Officer

**** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ****

The Recipient may purchase _____ drones and receive reimbursement of up to \$25,000 each, not to exceed the award amount of: _____

Authorized Official

Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Award #:
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Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-761788-45937RG

Issued: 10/07/2025

Quote Expiration:

Estimated Contract Start Date: 01/01/2026

Account Number: 122506

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Fruitland Park Police Dept.-FL 506 W Berckman St Fruitland Park, FL 34731-3239 USA	Fruitland Park Police Dept.-FL 506 W Berckman St Fruitland Park FL 34731-3239 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTRACT
Rachel Gerstenson Phone: Email: reinson@axon.com Fax:	David Cox Phone: +1 (352) 801-7065 Email: dcox@fruitlandpark.org Fax: (352) 360-6653

Quote Summary

Program Length	12 Months
TOTAL COST	\$25,000.00
ESTIMATED TOTAL W/ TAX	\$25,000.00

Discount Summary

Average Savings Per Year	\$2,521.36
TOTAL SAVINGS	\$2,521.36

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$25,000.00	\$0.00	\$25,000.00
Total	\$25,000.00	\$0.00	\$25,000.00

Quote Unbundled Price: \$27,521.36
 Quote List Price: \$27,521.36
 Quote Subtotal: \$25,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101211	AXON AIR - SKYDIO SPEAKER FOR X10	1			\$320.00	\$320.00	\$320.00	\$0.00	\$320.00
100435	AXON AIR - SKYDIO BATTERY - X10 ADVANCED RESERVATION	1			\$369.00	\$369.00	\$369.00	\$0.00	\$369.00
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1			\$2,800.00	\$2,800.00	\$2,800.00	\$0.00	\$2,800.00
101235	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTERDY SIM IR NA VT300Z	1			\$16,464.40	\$16,464.40	\$16,464.40	\$0.00	\$16,464.40
A la Carte Software									
101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	12		\$10.00	\$10.00	\$120.00	\$0.00	\$120.00
101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	12		\$108.33	\$108.33	\$1,299.96	\$0.00	\$1,299.96
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	1	12		\$25.00	\$23.22	\$278.64	\$0.00	\$278.64
A la Carte Warranties									
101539	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 1YR	1			\$3,348.00	\$3,348.00	\$3,348.00	\$0.00	\$3,348.00
Total							\$25,000.00	\$0.00	\$25,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100435	AXON AIR - SKYDIO BATTERY - X10 ADVANCED RESERVATION	1	1	12/01/2025
A la Carte	101211	AXON AIR - SKYDIO SPEAKER FOR X10	1	1	12/01/2025
A la Carte	101235	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTERDY SIM IR NA VT300Z	1	1	12/01/2025
A la Carte	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	1	12/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	01/01/2026	12/31/2026
A la Carte	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	01/01/2026	12/31/2026

Services

Bundle	Item	Description	QTY
A la Carte	101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	1
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101539	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 1YR	1		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	506 W Berckman St	Fruitland Park	FL	34731-3239	USA

Payment Details

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Uplift Payment	100435	AXON AIR - SKYDIO BATTERY - X10 ADVANCED RESERVATION	1	\$369.00	\$0.00	\$369.00
Uplift Payment	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	\$120.00	\$0.00	\$120.00
Uplift Payment	101211	AXON AIR - SKYDIO SPEAKER FOR X10	1	\$320.00	\$0.00	\$320.00
Uplift Payment	101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	1	\$278.64	\$0.00	\$278.64
Uplift Payment	101235	AXON AIR - SKYDIO X10 STR KIT 2.45 5G JTERDY SIM IR NA VT300Z	1	\$16,464.40	\$0.00	\$16,464.40
Uplift Payment	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	\$2,800.00	\$0.00	\$2,800.00
Uplift Payment	101539	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 1YR	1	\$3,348.00	\$0.00	\$3,348.00
Uplift Payment	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	\$1,299.96	\$0.00	\$1,299.96
Uplift Payment	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Total				\$25,000.00	\$0.00	\$25,000.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

10/7/2025

Date Signed



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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: October 23, 2025

DATE SUBMITTED: October 15, 2025

SUBMITTED BY: City Attorney

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of \$50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023 Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years probation. Attorney Joshua Walker of Walker, Revels, Greninger, PLLC has been appointed to defend the City. On March 14, 2025 an Answer and Affirmative Defenses were filed on behalf of the City. On June 6, 2025 Plaintiff filed a response to the City's Request to Produce, and on June 11, 2025 Plaintiff filed responses to City's Interrogatories to Plaintiff. No record activity since June 11, 2025.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A

ACTION: N/A