



**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

May 10, 2018 (Revised 12:30 p.m.)

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

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Associate Pastor Reverend Loida Divine, Community United Methodist Church

Pledge of Allegiance – Police Chief Michael Fewless

2. ROLL CALL

3. PROCLAMATION

National Police Week – May 13, 2018 to May 19, 2018

4. CONSENT AGENDA

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

Approval of Minutes (city clerk)

March 15, 2018 workshop

5. REGULAR AGENDA

(a) Water Conservation Plan - CUP 2020 EM50 Proposal - Discussion (city manager/Public Works Director)

Discuss the consumptive use permit 2020 EM50 proposal for water conservation.

(b) Dcon Kits – Fire Service Grant Awards (city manager/interim fire chief)

Accept the local government grant program award also known as the “Local Fire Service Cancer Mitigation Grant Program”, appropriated by the state legislature; administered by the Florida Department of Financial Services, Division of State Fire Marshal, and for post fire on-scene decontamination kit proposal items at a cost of \$150.72 from the University of Miami Health System, Sylvester Comprehensive Cancer Center.

- (c) **LIFEPAK – Quotes** (city manager/interim fire chief)
Consider the following quotes for a LIFEPAK:
- LIFEPAK 15 V4 -- Monitor/Defibrillator, Adaptive Biphasic, Manual and Automated External Defibrillator, Color LCD, 100 mm Printer, Noninvasive Pacing, Metronome, Trending, and Bluetooth for \$39,774.93 from Physio-Control Inc.

and

- LIFEPAK 15 BI Pacing AED SP02/CO NIBP CO2 Bluetooth, Version 2 for \$24,894 from Cardio Partners.

- (d) **Lawn Mower Discussion** (city manager)
Consider quotes for a lawn mower for Northwest Lake Community, Cales Park Multipurpose Soccer Field

- (e) **Resolution 2018-024 Road and Streets FY 2017-18 Budget Amendment – Mid-Year ~~Hurricane Irma Expenses~~** (revised)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE THE GENERAL FUND BUDGET \$829,712, DECREASE UTILITIES FUND BUDGET \$135,670, AND MOVE VARIOUS BUDGET LINE ITEM AMOUNTS TO COVER OVERAGES AND SHORTAGES FOR THE MID-YEAR REVIEW; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE

- (f) **Resolution 2018-023 Building Permit Fees Revision** (city attorney/city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A FEE SCHEDULE FOR BUILDING AND ZONING FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

- (g) **Second Reading and Public Hearing - Ordinance 2018-013 Building and Zoning Fees** (city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SEC. 99.30 IN CHAPTER 99 OF THE CODE OF ORDINANCES TO AUTHORIZE THE CITY COMMISSION TO SET BUILDING AND ZONING FEES BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

(h) Second Reading and Public Hearing – Ordinance 2018-005 Golf Carts
(city attorney) (revised)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 73 OF THE CODE OF ORDINANCES RELATING TO THE OPERATION OF GOLF CARTS AND LOW-SPEED VEHICLES WITHIN THE CITY OF FRUITLAND PARK; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

(i) Second Reading and Public Hearing - Ordinance 2018-012 Lake County Countywide MSTU for Ambulance and EMS (city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF FRUITLAND PARK, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT (MSTU) OF THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MSTU FOR A SPECIFIED TERM OF THREE (3) YEARS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

END OF PUBLIC HEARING

SUPPLEMENTAL AGENDA

QUASI-JUDICIAL PUBLIC HEARING

(j) Second Reading and Quasi-Judicial Public Hearing - Ordinance 2018-009 Gardenia East Subdivision Annexation - Gardenia East Subdivision – Petitioner: MRSF1 LLC, Owner (city attorney/city manager/community development director) (revised)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 13.44 ± ACRES OF LAND GENERALLY LOCATED EAST OF US HIGHWAY 27/441 AND NORTH OF REGISTER ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY;

PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

- (k) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2018-011 Large-Scale Comprehensive Plan Amendment – Gardenia East Subdivision – North of Register Road Petitioner: MRSF1 LLC, Owner** (city attorney/city manager/ community development director) (revised)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO MULTI-FAMILY LOW DENSITY ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 13.44 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF REGISTER ROAD AND EAST OF US HIGHWAY 27/441; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

- (l) **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2018-010 Gardenia East Subdivision Rezoning - R-1 to PUD - Petitioner: MRSF1 LLC, Owner** (city attorney/city manager/ community development director) (revised)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 13.44 ± ACRES OF THE PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

END OF QUASI-JUDICIAL PUBLIC HEARING

6. OFFICERS' REPORTS

- (a) **City Manager**

- i. **Vehicle Maintenance Program – VCDD Public Safety**

- ii. **Countywide Public Safety Radios**
- iii. **Lake County Addressing – City Limits**
- iv. **Proposed 2018 Road Paving Program**

(b) City Attorney

7. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

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

8. COMMISSIONERS’ COMMENTS

- (a) **Commissioner Ranize**
- (b) **Commissioner Lewis**
- (c) **Commissioner Bell**
- (d) **Vice Mayor Gunter, Jr.**

9. MAYOR’S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

May 11, 2018, LCLC *Lake County Information Technology Innovations Update*, Lake Receptions
4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

May 11, 2018, Movie on the Lawn *Coco* at 8:30 p.m.

May 14, 2018, Parks, Recreation and Trails Advisory Board, Library Services Conference Room,
2401 Woodlea Road, Tavares, FL 32778

May 19, 2018, *Coffee with the Mayor*, Fruitland Park Library, 205 W Berckman Street, Fruitland
Park, Florida 34731 at 8:00 a.m.

May 22, 2018, Lake EMS Finance Committee Meeting, Lake County Administration Building,
Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:00 p.m.

May 22, 2018, Lake EMS Employee Issues Committee Meeting, Lake County Administration
Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 3:00 p.m.

May 22, 2018, Lake EMS Operations Committee Meeting, Lake County Administration Building,
Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 4:00 p.m.

May 22, 2018, City Commission Workshop at 6:00 p.m.

May 10, 2018 Regular Agenda

May 23, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.

May 24, 2018, City Commission Regular at 6:00 p.m.

May 28, 2018, Memorial Day – City Offices Closed

June 5, 2018, Lake EMS Board Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:30 p.m.

June 8, 2018, LCLC Lake County Property Appraiser's Office, *Preliminary Tax Roll 2017*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

June 14, 2018, City Commission Regular at 6:00 p.m.

June 28, 2018, City Commission Regular at 6:00 p.m.

July 4, 2018, Independence Day – City Offices Closed

July 10, 2018, City Commission Budget Workshop at 6:00 p.m.

July 11, 2018, City Commission Budget Workshop at 6:00 p.m.

July 12, 2018, City Commission Regular at 6:00 p.m.

July 13, 2018, LCLC 2018 Legislative Session Update – Lake Legislative Delegation, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

July 26, 2018, City Commission Regular at 6:00 p.m.

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

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.



AGENDA ITEM NUMBER 3

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Proclamation – <i>National Police Week</i>			
For the Meeting of:	May 10, 2018			
Submitted by:	City Clerk			
Date Submitted:	May 3, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items:				
Proclamation: <i>National Police Week</i> from May 13, 2018 to May 19, 2018				
Action to be Taken: None.				
Staff's Recommendation: None.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor



Proclamation

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States; and

WHEREAS, there are more than 85,000 law enforcement officers serving in the state of Florida; and

WHEREAS, since the first recorded death in 1791, more than 23,000 law enforcement officers in the United States with 813 being from the state of Florida have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C. and Memorials throughout the country; and

WHEREAS, 360 new names of fallen heroes that include nine from Florida are being added to the National Law Enforcement Officers Memorial this spring, including 129 officers killed in 2017 and 231 officers killed in previous years; and

WHEREAS, 46 law enforcement officers in the United State have already paid the ultimate sacrifice this year, a seven percent increase compared to this time in 2017; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 30th Annual Candlelight Vigil, on the evening of May 13, 2018; and

WHEREAS, May 15 is designated as *Peace Officers Memorial Day* in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE, I, Chris Cheshire, Mayor of the City of Fruitland Park, do hereby recognize May 13-19, 2018, as *Police Week* and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

PROCLAIMED this 10th day of May, 2018.

Chris Cheshire, Mayor

Esther Coulson, City Clerk



**AGENDA ITEM
NUMBER
4**

CONSENT AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Draft Minutes		
For the Meeting of:	May 10, 2018		
Submitted by:	City Clerk		
Date Submitted:	May 1, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
<p>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.</p> <p>Approve the March 15, 2018 workshop minutes</p>			
Action to be Taken: Approval			
Staff's Recommendation: Approval, if there are no corrections or amendments.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

**FRUITLAND PARK CITY COMMISSION WORKSHOP
MEETING MINUTES
March 15, 2018**

A workshop meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, March 15, 2018 at 7:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Ray Lewis, and Rick Ranize.

Also Present: City Manager Gary La Venia; City Attorney Anita-Geraci-Carver; Community Development Administrative Assistant Tracy Kelley, and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Cheshire called the meeting to order at 6:00 p.m. and the Pledge of Allegiance to the flag was led by Commissioner Bell.

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll.

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

3. LAND DEVELOPMENT REGULATIONS

- Chapter 158, Stormwater Management

Mr. Greg Beliveau, LPG Urban and Regional Planners Inc., reviewed the current stormwater management revisions under Chapter 158; described how they are in compliance with St John's River Water Management District (SJRWMD); addressed the stormwater runoff development issue on Urick Street to Mirror Lake Drive (Mirror Lakes Subdivision), and reported that it meets SJRWMD's standards and the city's authority on the negative impacts.

After Commissioner Lewis referred to the revised language under the Land Development Regulations (LDRs), Stormwater Management, Subsection 158.080, maintenance, . . . *All storm water maintenance shall be in conformance with the latest St. John's River Water Management District Regulations*, Mr. Beliveau voiced his concurrence on the city's authority to enforce said provision and communicate with Booth, Ern, Straughan & Hiott Inc. (BESH), engineers retained by the city, to provide stringent language in that regard.

Commissioner Lewis addressed the need to respond to Commissioner Ranize's inquiry noting the professionals' advice on the conclusion of same; mentioned the possibility of the site contractor, who developed the stormwater system, to be defunct and out-of-business, and noted the subsequent determination made, according to a set of plans, on the correct implementation.

Mr. La Venia reported that staff has been dealing with Mr. Mr. William “Bill” Curlie and Ms. Sandy Joiner, SJRWMD, who were working on Mirror Lake Village project, and noted the engineer’s admittance on the correct building of same.

After discussion, Ms. Geraci-Carver cited the strikethrough languages under maintenance, subsection 158.080 a), . . . *The City Manager or designee shall approve a written maintenance plan* and referenced subsection 158.080 b) regarding the legal entity’s responsibility and obligation for maintenance.

After discussion and following Ms. Geraci-Carver’s statements on SJRWMD’s requirement, her reference that subsection 158.080 b) is also on the subject project’s lease, and her question as to whether Mr. La Venia would need to authorize the approval of the written maintenance plan which ought to be taken into consideration, Mr. Beliveau suggested retaining subsections 158.080 a) and b) and replacement of the respective language under same.

Following discussion and after Mayor Cheshire questioned the amalgamation of SJRWMD’s language into one, Mr. Beliveau concurred with Commissioner Lewis’ suggestion to include the provision on enforcement and indicated that he would rely upon Mr. Duane Booth, BESH, in that regard.

In response to Commissioner Ranize’ recognition of the need to rebuild the stormwater system as it was incorrect and after Mr. Beliveau explained that no permit was issued, Mr. La Venia indicated that SJRWMD rebuilt said system, had a monitor, and noted the requirement for more needed work.

After Commissioners Lewis and Ranize recalled the major work implemented over the last three and a half years and Commissioner Ranize referred to its completion where there was no water, Mr. Beliveau mentioned the requirement for re-modification.

Following Commissioner Lewis’ belief that the re-permit ought to have activated and instituted a new maintenance bond on the city’s infrastructure and after Mr. Beliveau felt that the requirements ought to start over, Commissioner Lewis questioned whether it would be favorable to the city or SJRWMD.

Following much discussion and after Mr. Beliveau described the retention pond’s filtration system at Mirror Lake Village and changes in ownership, Commissioner Lewis recognized the problem and addressed the need to design a policy to achieve the desired results.

After discussion, Mr. La Venia, in concurring with the statements by Commissioner Ranize and Mr. Beliveau, gave a report on SJRWMD’s plan to conduct an inspection at the next rain cycle.

Following ensued discussions, Mayor Cheshire recognized the city commission's position on the need to conduct proper inspection, maintenance, and enforcement of the retention ponds.

Upon Mayor Cheshire's suggestion and **by unanimous consent, the city commission took the position on the need to implement and enforce proper maintenance when problems occur at Mirror Lake Village stormwater retention pond.**

Following extensive discussions, Mr. La Venia reported on BESH's periodical visits to Mirror Lake Village to determine whether an inspection is warranted and if maintenance is required. After he explained that the city does not own the lake, Mr. Beliveau noted the city's ability to transfer the responsibility and mentioned the possible negative impacts.

After discussion and following Mayor Cheshire's inquiry on the process to notify the stormwater retention pond property owners, in writing, on the need to maintain the system, Mr. Beliveau anticipated the influx of maintenance permits to the city requiring an approval mechanism.

The city commission discussed the notification procedure to conduct proper inspections every five years certifying that the stormwater pond is in working order to which Mr. La Venia indicated is the owner's responsibility; otherwise, BESH would certify the retention areas at the property owner's expense and the city would reserve the right to take remedial actions at a certain time ensuring the pond's proper function.

In response, Ms. Geraci-Carver explained that when the city includes the current enforcement provisions, the additional certification language needs to be added.

Mr. La Venia suggested sending letters relating to stormwater problems to the homeowners' associations who are in charge of the retention ponds including the six homes at Mirror Lake Village.

Following extensive deliberations, Mr. La Venia addressed the option of conducting a certified inspection or review periodically at the owner's cost, if a complaint is received or if there is a noticeable problem with the retention pond.

After Commissioner Lewis acknowledged the problems with water travelling down the street to Mirror Lake Drive and Vice Mayor Gunter's identification of issues with various retention ponds, Commissioner Ranize directed staff to request from BESH recommendations on the inspection process and the frequency of conducting inspections in compliance with SJRWMD's standards.

Subsequent to further discussion and at Mayor Cheshire's suggestion, **the city commission, by unanimous consent agreed to wait until a response is received**

from Booth, Ern, Straughan & Hiott Inc. on the process of conducting inspections meeting compliance with St. John's River Water Management District's standards before making a determination. The city commission additionally agreed to review the stormwater rates during budget review for Fiscal Year 2018-19.

With respect to the Florida Building Code, Mr. La Venia noted the financial impacts on the cost per user charge; addressed the need to review changes during the FY 2018-19 budget session where a decision would be made to perform a study, and suggested that the impact fee study ought to be with BESH.

- **Chapter 155, Conditional Uses and Special Exceptions**

Mr. Beliveau referred to page two and subsection 155.010:e), Abandonment of a Conditional Use and recommended the deletion of the language. He defined special exception and prohibited uses and recognized that conditional uses are not included in the uses.

Ms. Geraci-Carver, in agreement with Mayor Cheshire's remarks, indicated that traditionally conditional uses do not transfer to a new location. She believed that language ought to be included that the owner, and not the property, cannot transfer to another property as there may be differences as to where they are located. She voiced her concurrence with Commissioner Ranize' statement that with two adjacent buildings, one can be sold and another transfer to the other and accepted the statements by Mr. Beliveau which can include two blocks away.

Following much discussion, Mr. Beliveau noted the revisions made to the remaining language within Chapter 163, Sign Regulations; the comprehensive plan, and references relating to Multi-Family High Density Residential (R-3) and Multi-Family High Density Residential (R-15) zoning to the new categories and the removal referencing "densities" under Chapter 154, Zoning District Regulations.

After further discussion, Commissioner Lewis and referred to the city commission's previous discussions at its January 18, 2018 Local Planning Agency (LPA) workshop and January 25, 2018 LPA meeting on the ability to conduct a feasibility or market study as it relates to subsection 155:030:b)1), Adult Congregate Living Facilities (ACLF), zoning district at ten dwelling units per acre (R-10) and Multi-Family High-Density Residential (R-15) zoning district.

In response, Mr. Beliveau explained that the feasibility or market study language relating to the ACLF was referenced in Chapter 154, which is not the subject of this evening's agenda. He addressed his plan in future to present two additional updates on the concept plan and the market study as it relates to the ACLF before the city commission.

In answer to Mayor Cheshire's inquiry, Ms. Geraci-Carver explained that marijuana dispensaries would be included in Chapter 155, zoning district in the code as an allowable use and not special exception or conditional use.

Mr. Beliveau pointed out the additional language changes under the following subsections:

- 155.030: 25), Tattoo Parlor, CBD;
- 155:030: 26), Retail or Wholesale Nurseries and Greenhouses, GB;
- 155:030: 27), Fishing Clubs and Marinas, GB;
- 155.030: 28), Boat Sales, General Commercial (C-2);
- 155.030: 29), Mobile Home Sales, C-2;
- 155.030: 30), Motor Vehicle and Boat Storage Facilities, C-2 and
- 155.030: 31), Motor Vehicle Sales and Motor Vehicle Dealer Sales, C-2.

With reference to the tattoo parlor, Mr. Beliveau recognized the 2,000-foot separation requirement that every local government he contracts with has.

Following much discussion, and **by unanimous consent, the city agreed with the language under subsection 155.030:25) A), Tattoo Parlor in the Central Business District Mixed Use zoning district with conditions.**

After much discussion, Mr. Beliveau explained that recreation vehicle (rv) sales are still exempt on the special exception use process leaving no revenue on them; explained that they can be added and indicated, in response to Commissioner Lewis' identification of the existing rv businesses, that they are not listed as such use.

Mr. Beliveau responded in the affirmative to Commissioner Ranize' statements identifying rvs as automobile dealers under the motor vehicle sales and motor vehicle dealer sales category as special exception use which would need to be before the city commission for consideration.

After discussion, Mr. Beliveau explained that amendments to Chapter 154 were carried out to support the planned unit development requirements and referred to the city commission's request at its August 22, 2017 workshop meeting to draft changes to the LDRs for Chapter 154 for review. He cited the revised provisions under subsection 154:030: d)10)G)i), Conceptual Plan; indicated that subsections g), h), i), m), n), t), u), and w) would include the marketing steps, and explained in response to Mayor Cheshire's inquiry that envisioning and insisting on the approval of six or five-story buildings can be implemented.

- **Chapter 163, Sign Regulations**

Mr. Beliveau distributed and pointed out the city's signs (referenced in the code) in comparison to what other local governmental entities have adopted; submitted some illustrated sign options, and noted the monument orientation versus a pole. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

After discussion, Mayor Cheshire addressed the remaining signs not reflected in Chapter 155 and indicated that he believed the current sign ordinance ought to reflect uniform improvements to existing signs.

By unanimous consent, Mayor Cheshire reviewed the changes under Chapter 163 by page.

Sign Permits, Subsection 163.020:b)1)C),

Following much discussion and at Mr. Beliveau's request, Ms. Geraci-Carver recognized the changes in the law on prohibited signs whereby governmental signs are not considered signs and identified the type of signs to be speed, traffic, location, and informational which are not regulated.

In response to Commissioner Bell's suggestion for same to be placed under subsection 163.030: 2), exempt signs; . . . *to promote health, safety and welfare . . .*, Ms. Geraci-Carver explained that she would make the change completely from the code, confer with Mr. Beliveau to review same, and report back to the city commission to make a decision.

Ms. Geraci-Carver pointed out her discussions with Mr. Beliveau on the United States Supreme Court case which ruled that municipalities cannot impose content-based restrictions on signage. She recommended removing the language calling them construction, real estate, and political campaign signs and regulating the temporary signs without characterizing them by type.

Subsection 163.030: 11)

Mr. Beliveau recognized that the language: *Artwork is allowed in all districts and is not intended to be regulated by this sign code* to be pre-dated as old districts are not regulated by the sign code.

In answering, Ms. Geraci-Carver addressed the intent to review the U.S. Supreme Court Case and communicate with legal counsel who is working on the issue of mural paintings on buildings.

Following much discussion, Mayor Cheshire suggested waiting to hear back from the city attorney on the outcome.

Subsection 163.030: 12)

In response to Mayor Cheshire's reference to signs carried by a person, Mr. Beliveau indicated that same is placed in the prohibited category and Commissioner Bell recognized the judges' previous statements to him that they are allowed to be sign carriers.

By unanimous consent, the city commission had no issues with subsection 163.030: 12, signs carried by a person.

Answering a question posed by Mayor Cheshire on "free expression signs", Ms. Geraci-Carver indicated that the signs can relay anything as long as it is not threatening. She referred to the language change under subsection 163.030: 20) and the new law identifying the signs limitation and no timeframe requirements and the need for it to be displayed on private property.

Subsection 163.040 3)B): Prohibited Uses

Mr. Beliveau referred to prohibited signs and noted the provision relating to lights or illuminations

Commissioner Bell recalled, in response to Mayor Cheshire's statements, regarding illuminated lights, Mr. Beliveau referred to subsection 163.040 17), animated signs to which Ms. Geraci-Carver explained that language to change content and reprogramming the light levels -- from dusk-to-dawn on sign lighting systems to conformity -- can be included.

After Mr. Beliveau noted that the criteria in the language has not changed, Mayor Cheshire concurred with Commissioner Lewis' recognition that it is not underscored as a change and Ms. Geraci-Carver indicated that such criteria is non-conforming.

Subsection 163.040: 18), Wind Signs

After Mayor Cheshire questioned whether wind signs can be temporary recognizing that it is not always displayed, and after Mr. La Venia inquired on the grand parenting provisions, Mr. Beliveau explained that once the signs are taken down, they would not be grandparented and the business would be notified in that regard.

With respect to temporary signs, Ms. Geraci-Carver explained that there is an exception where a special exemption can be obtained.

Subsection 163.040: 23 B), Vehicles

In response to Ms. Geraci-Carver's statements on signs size limitations, Vice Mayor Gunter recalled the regular city commission's meeting in 1999 on service vehicles with signs parked at residences and the outpouring of response received from the public in that regard. He recognized the Wingspread subdivision's requirements on not permitting same

Subsection 163.050: b)1), Nonconforming Signs

In response, Mr. Beliveau acknowledged that the non-conforming signs language remaining in place for seven years referenced in the draft was included and questioned waiting until the property sells and new ownership takes over to conform to which Commissioners Lewis and Ranize voiced their agreement.

Commissioner Ranize responded, in the affirmative to an inquiry posed by Mayor Cheshire, that the burden ought to be placed on the owner where the signs are required and ought to be changed to nonconforming use. He agreed with Commissioner Lewis' remarks on the request for an exception to the exclusions, new owners, abandonment, the enlargement of the building and by a certain square footage.

Subsection 163.050: c), Repairs, Maintenance, and Improvements

In answer to Mayor Cheshire's inquiry regarding damaged signs and after Commissioner Ranize recognized the 25 percent replacement cost, Commissioner Lewis noted the oversight by insurance agents whereby such liability insurance coverage is not automatically included and mentioned the wind deductible leaving the property owner limited.

Section 163.060: Construction and Maintenance Standards

After discussion, Commissioner Ranize identified an institutional building with signs exceeding what the square footage allows and described the dimensions.

In response, Mr. Beliveau referred to subsection 163.060 B)ii) regarding the setback requirement from the right-of-way (ROW) for sign sizes and indicated that the property owner would need to decide on the square footage distribution for the building's zoning category.

Following extensive deliberations, Mr. Beliveau explained that all monument signs would need to meet the landscape requirements in compliance with Chapter 164, Landscape Requirements and Tree Protection of the LDRs.

After discussion, Mr. Beliveau indicated that new businesses are required to have landscape buffer with irrigation around their properties; homes converted to offices on Berckman Street (transitional area) need to comply with the new landscaping rules when signs are erected with some form of irrigation to support landscaping, and the landscape requirement (under the city's consumptive use program) to maintain all landscape buffers ought to be irrigated otherwise, the code enforcement officer would replace same.

After Commissioner Ranize requested that Mr. Beliveau make the changes, Ms. Geraci-Carver concurred with his statements on the addition of one street to institutional uses (house of worship).

Subsection 163.050: d), Reconstruction After Catastrophe

Following further discussion and in response to Commissioner Lewis' statements on hurricane damage to signs, Commissioner Ranize suggested that if no repairs are carried out within a time period, the sign ought to be removed and brought up to code.

Ms. Geraci-Carver pointed out subsection 163.050: d), reconstruction after catastrophe and referenced the provision: *If any nonconforming sign is damaged to such an extent that the cost of repair and reconstruction will exceed 50 percent of the replacement cost at the time of damage . . .* , to which Mr. Beliveau recognized the time period to be two years.

By unanimous consent, the city commission agreed to continue the remaining items at the next workshop and requested that LPG Urban and Regional Planners Inc. bring back the changes for review by the city commission.

4. OTHER BUSINESS

There was no other business at this time.

5. ADJOURNMENT

The meeting adjourned at 8:37 p.m.

The minutes were approved at the May 10, 2018 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor



**AGENDA ITEM
NUMBER**

5a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Water Conservation Plan – CUP 2020 EM50 Proposal		
For the Meeting of:	May 10, 2018		
Submitted by:	City Manager		
Date Submitted:	May 1, 2018		
Are Funds Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Attached		
Description of Item:	Discuss the consumptive use permit 2020 EM50 proposal for water conservation. .		
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular Consent agenda: _____
Mayor

City of Fruitland Park, FL
CUP/Water Conservation Planning
April 27, 2018

On December 15, 2017, CH2M Hill Companies, Ltd. (CH2M) became part of Jacobs Engineering Group Inc. (Jacobs). CH2M is now a wholly owned direct subsidiary of Jacobs. CH2M presently remains a separate legal entity and will continue to operate and conduct business.

INTRODUCTION

The City of Fruitland Park owns and operates four water treatment plants and five Upper Floridan aquifer wells. Groundwater use for public supply is authorized under St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) #2482. The permit was renewed February 14, 2012 and has been modified one time since permit issuance. The modification was to replace existing Upper Floridan aquifer well #1 Seminole (District ID 9183) with a new Upper Floridan aquifer well #7 Seminole (District ID 450988) and modify the permit allocation from an annualized incremented allocation to the end of permit allocation. CUP 2482 expires November 10, 2020. Although the CUP renewal is not due until November 2020, there are steps that the City can take now to best prepare for the renewal. At this time, it is recommended that the City focus on water conservation planning. Note that the benefits of water conservation go far beyond meeting CUP requirements. Water conservation is an effective demand side management technique that can reduce operating costs and defer or potentially avoid development of costly alternative water supplies.

STAFF

Jennifer Bolling will be the Project Manager for this task order.

SCOPE

Task 1 Customer Water Use Characterization

Prior to selecting water conservation plan elements, it is important to develop a general understanding of customer water use to better select appropriate water conservation plan elements. A customer demand analysis based on three (3) years of annual billing data (2015, 2016, and 2017) will be provided. The analysis will include the following demand characterizations:

- Annual consumption for each customer class (residential, commercial, and wholesale customers)
- Annual residential per capita
- Annual gross per capita
- Estimated number of new homes that can be constructed based on the current CUP allocation; and
- Estimated number of new homes that can be constructed based on the East Central Springs Regional Water Supply Planning Area projections.

As previously noted, the City's CUP is up for renewal in 2020. The data evaluation performed under this task can be used to begin populating Consumptive Use Permit Public Supply Form E, a required form that will need to be completed and submitted to the SJRWMD as part of the renewal.

Task 2 Water Conservation Plan

The SJRWMD recognizes a groundwater per capita of 150 gallons per capita daily (gpcd) or less as an efficient use of water for a public supply system. As the City grows, meeting this per capita target may pose a great challenge for the City if new customers will be irrigating using groundwater. Since the City does not have reclaimed water or other alternative water supply sources available to offset irrigation demands, water conservation planning will play a key role in the CUP renewal and long-term management of groundwater supplies.

For this task, CH2M will review the City's current water conservation planning efforts and water use trends identified in Task 1, and develop recommendations for water conservation plan improvements. We will prepare for and facilitate one workshop with the CITY, to be attended by the CH2M Project Manager. This workshop will include the review of:

- Customer water use characterization (Task 1)
- Residential water demands
- Water conservation programs and implementation options
- Water conservation resources

Water conservation programs for inclusion in the City's water conservation plan, implementation schedule and staff assignments will be determined at this workshop.

CH2M will prepare a draft letter report summarizing water conservation plan recommendations, including new conservation material/resources and implementation schedule developed during the above referenced workshop. The draft letter report will be provided to the City electronically for the City's review and comment.

As previously noted, the City's CUP is up for renewal in 2020. The water conservation planning efforts under this task can be incorporated into the upcoming CUP application.

DELIVERABLE SCHEDULE

It is anticipated that the total duration of this task order will not exceed 12 weeks. The proposed schedule in Tale 1 below is based on receipt of all water conservation information within 1 week of notice to proceed.

Table 1

Task ID	Task Order Deliverables	Estimated Schedule for Completion ¹
1	Water Use Trends	2 weeks
2	Conservation Plan Review: <ul style="list-style-type: none"> ▪ Water conservation plan review and recommendations ▪ Workshop ▪ Draft Conservation Plan Provided to the City ▪ Finalize Water Conservation Plan 	4 weeks 6 weeks 8 weeks 12 weeks ¹

¹ Contingent on receipt of billing data within 1 week of NTP

² Contingent on receipt of comments within 2 weeks of the City's receipt of the draft report

COMPENSATION

The City shall compensate CH2M for the professional services set forth in this scope for a lump sum fee of \$7,361. Invoices will be sent on a monthly basis. Additional services beyond the budget provided herein shall be subject to a new task order to cover compensation agreed upon by both parties.

ASSUMPTIONS

- All required information will be provided within 1 week of Notice to Proceed.
- The City will provide comments on the draft submittals within 2 weeks of receipt of the draft submittal.
- All billing data will be provided as annual totals for each customer type.
- Literature recommendations will be based on available publications from SJRWMD, UF/IFAS, FDEP, Alliance for Water Efficiency, and the Florida Irrigation Society, and other reputable sources.
- Examples of water conservation literature developed by other Central Florida utilities will be provided, if applicable.
- The City is responsible for all copyright requirements for any reproduction of material for the City's distribution and use.
- Water conservation plan recommendations will be made based on water conservation requirements in place at the time of CUP issuance and plan requirements outlined in the March 2018 CUP Applicant's Handbook. Note the SJRWMD may identify or require additional water conservation programs as part of the 2020 CUP renewal.
- Should the City request assistance with the implementation of water conservation programs, a separate scope shall be provided.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 225 East Robinson St, Suite #505, Orlando, FL 32801

CH2M HILL'S PROJECT NO.: _____

PROJECT NAME: Fruitland Park Water Conservation

CLIENT: City of Fruitland Park

CLIENT'S ADDRESS: 506 West Berkman St Fruitland Park, FL 34731

CH2M HILL Engineers, Inc. is a wholly owned subsidiary of Jacobs Engineering Group Inc. The CLIENT requests and authorizes CH2M HILL Engineers, Inc. (hereinafter "CH2M HILL") to perform the following Services:

Scope of Services

This task order is to provide assistance to the City for CUP/Water Conservation Planning. (See attached scope of services).

Compensation

Compensation by CLIENT to CH2M HILL will be on the basis of a lump sum of \$7,361 (See attached scope of services).

Schedule

See attached scope for services.

Other Terms

N/A

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:


Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL Engineers, Inc.:

Signature 

Name (printed) Cory J. Hooper, P.E.

Title Operations Manager

Date April 27, 2018

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services and a markup of 10 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed fee under this agreement. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. However, CH2M HILL may use its affiliates in the execution of the Services under this AGREEMENT without the consent of the CLIENT.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

From: [Gary La Venia](#)
To: [Esther Coulson](#)
Subject: FW: Fruitland Park CUP/Conservation proposal
Date: Monday, May 07, 2018 9:37:18 AM
Attachments: [Fruitland Pk WCP services SOW Final.pdf](#)
[Fruitland Agreement CUP Final.pdf](#)

Water proposal

From: Bolling, Jennifer/ORL [mailto:Jennifer.Bolling@jacobs.com]
Sent: Friday, April 27, 2018 2:11 PM
To: Dale Bogle <dbogle@fruitlandpark.org>
Cc: Becker, Gamba/ORL <Gamba.Becker@jacobs.com>; Gary La Venia <glavenia@fruitlandpark.org>; Hooper, Cory/ORL <Cory.Hooper@jacobs.com>
Subject: Fruitland Park CUP/Conservation proposal

Hi Dale

Attached find the scope and agreement for water conservation services. Let me know if we need to discuss the scope, which includes a task for water use characterization and development of a water conservation plan.

A few things to note about water use characterization:

- These efforts will be beneficial for CUP application preparation since some of this information is submitted on the CUP Public Supply form.

- The water use characterization will allow the City to better evaluate the draft projected water demands developed by SJRWMD as part of the East Coast Central Springs Water Supply Plan initiative currently underway. If the SJRWMD demand projections do not reflect the City's anticipated future demands for the 20 year planning horizon, I recommend that the City submit a letter to SJRWMD while this water supply plan is under development and before the SJRWMD adopts this plan expressing this concern.

- The water use characterization will be beneficial when we look at conservation programs. SJRWMD likes to see Irrigation Rule Enforcement, High Water User Notifications, Irrigation Evaluations, and incentive programs. These programs may or may not be applicable for the City at this time. Review of consumption data will allow us to determine which programs are applicable.

As you know, SJRWMD requires that a water conservation plan be submitted with the CUP application. The water conservation plan developed under this scope and supporting documentation demonstrating that the plan has been implemented can be submitted to SJRWMD as part of the CUP renewal application.

Have a good weekend and again, let me know if you have any questions.

Jennifer Bolling, PE
CH2M is now Jacobs
225 East Robinson Street
Suite 505
Orlando, FL 32801
Direct: 407-650-2146

message in error, please notify us immediately by replying to the message and deleting it from your computer.



**AGENDA ITEM
NUMBER**

5b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Decontamination Kits Award – Fire Department		
For the Meeting of:	May 10, 2018		
Submitted by:	City Manager/Interim Fire Chief		
Date Submitted:	April 27, 2018		
Are Funds Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Account Number:	See Attached		
Amount Required:	See Attached		
Balance Remaining:	See Attached		
Attachments:	Yes		
<u>Description of Item:</u> The fire department applied for and was awarded with decontamination kits, costing \$150.72 as shown on the list attached which was appropriated by the state, administered by the division and awarded by the University of Miami. The purpose of the grant is for the purchase of protective equipment to mitigate exposure to dangerous conditions and protect firefighters under statutory guidelines.			
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular Consent agenda: _____
Mayor

FROM: DIVISION OF STATE FIRE MARSHAL

SUBJECT: LOCAL FIRE SERVICE CANCER MITIGATION GRANT PROGRAM

On behalf of CFO and State Fire Marshal Jimmy Patronis, it is our privilege to notify the Florida fire service community of a very important local government grant opportunity.

After numerous hours of receiving vital input from key stakeholders, including the Firefighter Cancer Support Network, the Florida Firefighters Safety and Health Collaborative, the Florida Fire Chiefs Association, the Florida Professional Firefighters, and the University of Miami – Sylvester Comprehensive Cancer Center, we are excited to announce this important initiative.

To expedite the processing and delivery of the components of this grant, we have developed a brief overview of the statutory authority and specific criteria related to this grant.

In addition, we have included a link to an online survey tool which will assist you in participating in this valuable opportunity.

We urge you to carefully read the following information and promptly complete and submit the online proposal in order to be considered for your share of this grant funding.

Julius Halas, Director
Representing CFO/SFM Jimmy Patronis

GRANT OVERVIEW AND CRITERIA

The Florida Legislature appropriated \$1,000,000 from the Insurance Regulatory Trust Fund in Specific Appropriation 2362 to the Department of Financial Services, Division of State Fire Marshal (the “Division”). The appropriation language directs the Division to administer a local government grant program and develop guidelines for the review and approval of grant proposals. The Division must consider the size and resources of the local government requesting funds and the local government’s current capacity to adequately equip its firefighters.

The purpose of the grant program is for the purchase of protective clothing, self-contained breathing apparatus, and other personal protective equipment for firefighters in order to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida firefighters, pursuant to section 633.520, Florida Statutes (F.S.). In accordance with Specific Appropriation 2362, the grants will be awarded to volunteer and combination fire departments pursuant to section 633.135(1), F.S., and to local fire departments (collectively referred to as “recipients”).

With the intent of maximizing the number of state firefighters eligible to benefit under the program, the Division is accepting proposals for the awarding of Post Fire On Scene Decontamination Kits (hereafter, referred to individually as a "Kit").

The purpose of these Kits is to mitigate firefighters' exposure to hazardous, cancer-causing products of combustion, thus protecting the health and safety of firefighters.

Each applicant determined to be eligible for an award under the first round will be awarded at least one (1) Kit for each fire department with pumping apparatus.

Once the amount of funding necessary to award the Kits to eligible recipients (the "first round" of awards) has been determined, and if funds are still available, a notice will be emailed to potential recipients that the Division will be accepting a separate proposal to determine the applicants' eligibility for awards of additional Kits (the "second round" of awards).

INSTRUCTIONS FOR SUBMITTING GRANT PROPOSALS:

For each round of awards made available by the Division, the applicant must complete all questions included in this online survey.

- First round proposal acceptance start date: January 11, 2018
- First round deadline to submit this online proposal: March 1, 2018.

If funds are available after this (first) round:

- Potential second round proposal acceptance start date: April 2, 2018
- Potential second round deadline to submit a future online proposal: April 30, 2018.

<LINK TO ONLINE SURVEY TOOL>

The survey questions applicable to the first round of awards will require that you provide:

1. Whether you are a municipality, county, or a political subdivision of the state, including authorities and special districts.
2. The size of the population served.
3. The number of square miles in your area served.
4. The annual operating budget for your fire department.
5. The number of fire stations within your jurisdiction.
6. The number of certified firefighter personnel within your fire department listed on the FCDICE Roster.
7. The number of pumping apparatus which are used for water flow on scene within your fire department.

8. The contact name, appropriate address and phone number for delivery of the Kits.
9. The name of the Safety Officer/Representative for follow-up.
10. If future grant funding is allocated to the Division of State Fire Marshal to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida Firefighters, what type of items would you be interested in receiving?

Conceptual images of post fire Decontamination Kits (courtesy of Palm Beach County Fire Rescue "FACE TEAM")

Concerning the below Grant Opportunity Announcement from the SFMO, I requested some clarification and a Decon Kit Information Sheet...

Per my very recent telephone discussion with the Director of the SFMO [Julius Halas], ALL eligible agencies are strongly encouraged to apply for this FF cancer mitigation grant to outfit all pumping apparatus [engines, aerials, brush trucks, tankers, and active reserve pumpers]. It is their desire to outfit as many trucks as possible throughout the state at the onset rather than additional grant rounds. The University of Miami has been contracted for the deliverables of this grant project and based on the funding, they are estimating approximately 6,000 kits. I have also attached the DECON KIT DESCRIPTION SHEET from the University of Miami that provides a detailed content description for each kit and the value of each completed kit.

I trust you will find this additional information useful to your purpose and, most importantly, to benefit the safety and health of our boots on the ground...

Remember – the **GRANT DEADLINE is March 1st, 2018...**

Steve G.
CFFCA

From: flfca@memberclicks-mail.net [<mailto:flfca@memberclicks-mail.net>]

Sent: Tuesday, January 30, 2018 9:39 AM

To: Gaston, Steve

Subject: FFCA FLASH -REMINDER - Local Fire Service Cancer Mitigation Grant Program



Florida Fire Chiefs' Association
880 Airport Road, Suite 110
Ormond Beach, FL 32174
386-676-2744 | info@ffca.org

TO: ALL FLORIDA FIRE SERVICE LEADERSHIP

FROM: DIVISION OF STATE FIRE MARSHAL

SUBJECT: LOCAL FIRE SERVICE CANCER MITIGATION GRANT PROGRAM

On behalf of CFO and State Fire Marshal Jimmy Patronis, it is our privilege to notify the Florida fire service community of a very important local government grant opportunity.

After numerous hours of receiving vital input from key stakeholders, including the Firefighter Cancer Support Network, the Florida Firefighters Safety and Health Collaborative, the Florida Fire Chiefs Association, the Florida Professional Firefighters, and the University of Miami – Sylvester Comprehensive Cancer Center, we are excited to announce this important initiative.

To expedite the processing and delivery of the components of this grant, we have developed a brief overview of the statutory authority and specific criteria related to this grant.

In addition, we have included a link to an online survey tool which will assist you in participating in this valuable opportunity.

We urge you to carefully read the following information and promptly complete and submit the

online proposal in order to be considered for your share of this grant funding.

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Representing CFO/SFM Jimmy Patronis

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The purpose of the grant program is for the purchase of protective clothing, self-contained breathing apparatus, and other personal protective equipment for firefighters in order to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida firefighters, pursuant to section 633.520, Florida Statutes (F.S.). In accordance with Specific Appropriation 2362, the grants will be awarded to volunteer and combination fire departments pursuant to section 633.135(1), F.S., and to local fire departments (collectively referred to as "recipients").

With the intent of maximizing the number of state firefighters eligible to benefit under the program, the Division is accepting proposals for the awarding of Post Fire On Scene Decontamination Kits (hereafter, referred to individually as a "Kit").

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Each applicant determined to be eligible for an award under the first round will be awarded at least one (1) Kit for each fire department with pumping apparatus.

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[<LINK TO ONLINE SURVEY TOOL>](#)

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1. Whether you are a municipality, county, or a political subdivision of the state, including authorities and special districts.

2. The size of the population served.
3. The number of square miles in your area served.
4. The annual operating budget for your fire department.
5. The number of fire stations within your jurisdiction.
6. The number of certified firefighter personnel within your fire department listed on the FCDICE Roster.
7. The number of pumping apparatus which are used for water flow on scene within your fire department.
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9. The name of the Safety Officer/Representative for follow-up.
10. If future grant funding is allocated to the Division of State Fire Marshal to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida Firefighters, what type of items would you be interested in receiving?

Florida Fire Chiefs' Association
880 Airport Road, Suite 110
Ormond Beach, FL 32174
386-676-2744 | info@ffca.org

This email was sent to sgaston@lakecountyfl.gov by info@ffca.org

Florida Fire Chiefs Association • 880 Airport Road, Suite 110, Ormond Beach, Florida 32174, United States • [386-676-2744](tel:386-676-2744)

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UNIVERSITY OF MIAMI HEALTH SYSTEM

Post Fire On Scene Decontamination Kit Proposal

Description	Total Price
Flash drive including SOP and videos	\$ 4.83
Custom decal	\$ 0.86
8 1/2 x 11 Decon visual reference sheet	\$ 0.34
SOP booklet with ring	\$ 3.85
Folder for compiling materials	\$ 3.20
Folder fulfillment	\$ 2.85
Shipping for instructional items	\$ -
Letterhead / printed letters	\$ -
5 Gal white bucket	\$ 2.92
10 - 55 Gal 6 mil clear bags	\$ 16.15
50 Ft pocket hose	\$ 33.30
21.6 Dish soap	\$ 3.33
All purpose spray bottle	\$ 2.20
5 Gal leakproof lid	\$ 2.08
Metal hose nozzle	\$ 4.55
Short handle scrub brush	\$ 6.36
Silver duct tape	\$ 5.54
Adapter 2.5" female X .75" male GHT	\$ 18.89
Traffic cone	\$ 29.45
Wipes 56 sheets	\$ 3.02
<u>Freight charges for kit items</u>	\$ <u>15.00</u>
Total Cost	\$ 158.72

Good afternoon!

The Division of State Fire Marshal has received your Local Government Grant Award Application. Please verify the accuracy of the information that we have on record for your application.

If this information is accurate – **DO NOTHING!**

If any of this information is incorrect, print this page, make the necessary corrections, and mail the corrected page to:

LOCAL GOVERNMENT GRANT AWARD UPDATE

Florida State Fire College

11655 NW Gainesville Road

Ocala, FL 34482-1486

DEPARTMENT INFORMATION

Department Name: Fruitland Park Fire

FDID#: 12111

Apparatus:

Engine/Pumpers: 3

Tankers/Tenders: 0

Aerials: 0

Contact Name/ Address for delivery of DCON-KITS:

Donald Gilpin

506 W Berckman st

Fruitland Park, Florida 34731

Safety Officer/Representative for Follow-up:

Donald Gilpin

352-801-7078

Dgilpin@fruitlandpark.org



AGENDA ITEM NUMBER 5c
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AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	LIFEPAK Quotes		
For the Meeting of:	May 10, 2018		
Submitted by:	City Manager/Interim Fire Chief		
Date Submitted:	April 30, 2018		
Are Funds Required:		X	Yes
			No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item: Consider the quotes for a LIFEPAK as shown on the attached. .			
Action to be Taken: Approval			
Staff's Recommendation: Approval			
Additional Comments: LIFEPAK 15 and two AEDs earmarked in the FY 2017-18 capital project for at \$47,000.			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular Consent agenda: _____
Mayor

FAX NUMBER:

CITY OF FRUITLAND PARK PURCHASE ORDER REQUISITION (COVER \$250.00)

VENDOR	CARDIO PARTNERS	DATE:	4/27/18	DATE REQUIRED:	4/27/18
ADDRESS 1:	29170 NETWORK PLACE	REQUISITIONING DEPT.		FIRE DEPARTMENT	
ADDRESS 2:		METHOD OF SHIPMENT:		FEDEX	
CITY, ST & ZIP	CHICAGO, IL 60673-1291	EXPLANATION:		LIFEPAK 15	
PHONE:					
VENDOR TERMS	Net 30 Days	REQUISITION TOTAL:		\$25,000.00	

ORG & OBJECT	ITEM DESCRIPTION	QTY ORD	UNIT PRICE	EXTENDED PRICE	(INCLUDE SHIPPING COSTS)		FUNDS VERIFIED
					VENDOR #2	VENDOR #3	
01522/ 30522	LIFEPAK 15	1	\$19,400.00	\$ 19,400.00			\$ 30,000.00
01522/ 30522	LIFEPAK 15 POWER ADAPTER	1	\$700.00	\$ 700.00			
01522/ 30522	3 YEAR EXTENDED WARRANTY	1	\$3,300.00	\$ 3,300.00			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
Total				\$ 23,400.00	\$ -	\$ -	\$ 30,000.00

PROVIDE QUOTES FROM (2) OTHER VENDORS IF INDIVIDUAL ITEM PRICE EXCEEDS \$250.00

VENDOR #2 _____

VENDOR #3 _____

Donald Gilman
DEPARTMENT HEAD

CITY MANAGER

CITY TREASURER



Cardio Partners
 29170 Network Place
 Chicago, IL 60673-1291
 www.cardiopartners.com

Shane@dxemed.com
 (855) 552-7763

Quote Number	9135220
Date	4/18/2018
Page	1 of 1
Expiration Dat	06/17/2018
Entered By	SBURTON

Quotation

Bill To	547486
Fruitland Park Fire Dept. 506 W BERCKMAN ST FRUITLAND PARK, FL 34731 US	

Ship To	SHIP001
Fruitland Park Fire Dept. Chief Donald Gilpen Fruitland Park, FL 34731 US	

Customer Number	Account Manager	Shipping Method	Payment Terms	Ref Number	
547486	MICHAEL BURTON	FEDEX GROUND	NET 30 DAYS	122959	
Item Number	Description	Quantity	UofM	Unit Price	Ext Price
LP1512BIPSBCABTV2C	LIFEPAK 15 BI PACING AED SP02/CO NIBP CO2 BLUETOOTH,VERSION 2	1	EA	\$19,400.000	\$19400.00
Unit Includes: Carrying Case, 2 Batteries, Pads, All Cables/Sensors/Accessories & 1 Year Warranty					
0488-7025U	Lifepak 15 Ac Power Adapter Includes Right Angle Cable - USED	1	EA	\$700.000	\$700.00
LP1512BIPSBC-P3YR	Physio-Control Lifepak 15, 12 lead w/ pacing, spo2, nibp, etco2, Premium Service Plan - 3 year	1	EA	\$3,300.000	\$3300.00
DXE BENEFITS		1.00	Each	\$0.000	\$0.00
*Been In Business Since 1999, With Over 32,000 Customers Served *Authorized Distributor Of All Major Manufacturers *All Equipment Tested & Certified By Factory Trained Biomed *Fully Insured To Help Protect YOU *Overnite Loaner Program *30 Day Money Back Guarantee *BBB A+ Rating *LOW PRICE GUARANTEE Thanks for the opportunity to earn your business!					

Routine Maintenance and Program Management are the Best Methods to Ensure
 Compliance. We Recommend Calibrating Your Medical Equipment Annually.
 For More Information, Contact Service@cardiopartners.com.

Subtotal	\$23,400.00
Freight	\$0.00
Tax	\$1,494.00
Total	\$24,894.00

Important Information Regarding Your Automated External Defibrillator

Thank you for your interest in working with Cardio Partners, Inc. ("Cardio Partners"). Cardio Partners is a leading national provider of automated external defibrillators ("AEDs"), AED program management, CPR and AED training. We appreciate the opportunity to serve you and support your interest in developing a heart safe environment in your workplace. Please find attached herein, important information with regards to the purchase of your AED and/or related equipment. If you have any questions, Cardio Partners would be happy to assist you. Please contact us at 866-349-4363.

How does an AED work?

An AED is a portable electronic device that automatically analyzes the heart's rhythm in life threatening situations. If it detects a problem, an AED delivers an electrical shock, known as defibrillation to restore the heart's normal rhythm.

What are the liabilities incurred by having an AED in our workplace?

Good Samaritan Laws have been established in all states to mitigate the liability of a trained individual using an AED to attempt to save the life of an individual suffering from sudden cardiac arrest. In addition, in 2000, Congress passed and President Bill Clinton signed the Cardiac Arrest Survival Act which provides those who acquire and use an AED with protection from liability. With proper training in AED use, the risk of misuse in your workplace is low. Cardio Partners strongly recommends that you

Which states have Good Samaritan Laws?

Each state has passed its own version of a Good Samaritan Law, which provides some level of immunity to laypeople who administer an AED. Please consult your state for its equivalent Good Samaritan Law.

Does our workplace now need medical direction?

It is always recommended that a physician be assigned as the medical director of your AED Program. Medical direction may include oversight by a physician of some of the important aspects of an AED Program, including AED site selection, written policies and procedures, CPR and AED training, AED registration and AED maintenance, each of which are, in part, described below. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with medical

What is an AED Program and does our workplace need one?

An AED Program is designed to establish protocols regarding the use and management of your AED. AED Programs typically include protocols including AED medical direction, AED maintenance, quality assurance programs, reporting requirements, procedures for use and communication of AED usage. Certain states have requirements for AED Programs. Cardio Partners provides services related to AED Programs. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state for its AED

Does our workplace need a prescription?

For nearly every circumstance, a written physician's prescription is legally required for the use of an AED. Certain AEDs are sold with a physician's prescription from the AED manufacturer. Certain laws do not allow a prescription to be valid after one year. It is your responsibility as the purchaser of an AED to have a proper physician's prescription for your AED. The purchase of your AED, except in instances in which you have agreed in writing to purchase Cardio Partners' Program Management Services, does not come with a physician's prescription from Cardio Partners. Please consult your manufacturer for inclusion of a prescription with your AED purchase and your state for its prescription requirements.

Do the employees in our workplace need CPR and AED training?

Each state has different requirements for CPR and AED training as part of a company's AED Program. In most states, the primary requirement is that selected employees are required to be trained in CPR and AED use. On a nationwide basis, Cardio Partners provides CPR and AED training. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with CPR or AED training from Cardio Partners. Please consult your state for its training requirements.

Does our workplace need to register our AED with local authorities?

Each state has different requirements for registration of a workplace AED with local EMS agencies. The goal of such registration is to allow local 911 or equivalent first responder dispatches to advise a caller responding to an emergency as to the nearest AED. Cardio Partners provides registration services as part of its Program Management Services. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state for its AED Program requirements.

What ongoing maintenance is required?

AEDs are designed to save lives. There are certain state and manufacturer maintenance standards that are designed to assure that your workplace AED is ready to be deployed whenever it is needed. As a result, your workplace AED will need to be routinely tested to assure that it is functioning properly. As part of your AED Program, regular monthly checks should be completed to allow your workplace to comply with these standards. Cardio Partners provides selected maintenance services as part of your workplace AED Program. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state and AED manufacturer for applicable AED Program requirements.

Limitations and Warranty

YOUR PURCHASE OF THIS AED AND ITS USE IS SOLELY AT YOUR RISK. THIS AED IS PROVIDED WITH ALL FAULTS ON AN "AS IS" BASIS WITH ONLY THE WARRANTIES EXPRESSLY PROVIDED BY THE MANUFACTURER OF THIS AED. CARDIO PARTNERS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES THAT THE AED IS FREE OF DEFECTS, MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED OR NON-INFRINGEMENT AND WILL MEET YOUR REQUIREMENTS. CARDIO PARTNERS WILL NOT BE LIABLE FOR LOST PROFITS AND/OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT FROM THE USE OF, MISUSE OF, FAILURE TO USE, INABILITY TO USE OR RELIANCE UPON THIS AED.

YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

No Legal Advice

AS A RESULT OF THIS PURCHASE OF AN AED FROM CARDIO PARTNERS, YOU ACKNOWLEDGE AND AGREE THAT THIS IMPORTANT INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES AND NOT FOR THE PURPOSE OF PROVIDING LEGAL ADVICE, AS YOU FURTHER ACKNOWLEDGE AND AGREE THAT CARDIO PARTNERS DOES NOT OFFER OR PROVIDE LEGAL ADVICE OR LEGAL SERVICES. LEGAL ADVICE MUST BE TAILORED TO THE FACTS AND LAW OF EACH SITUATION AND LAWS ARE CONSTANTLY CHANGING. THIS IMPORTANT INFORMATION SHOULD NOT BE USED AS A SUBSTITUTE FOR THE ADVICE OF A QUALIFIED ATTORNEY.

Indemnification

As a result of this purchase of an AED from Cardio Partners, you hereby agree to indemnify, defend and hold harmless Cardio Partners and its affiliates, successors and assigns, from any and all liabilities, claims, and expenses, including, but not limited to, attorney's fees and costs, that arise from your use of such AED. Cardio Partners reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which event as the

Further Questions

If you have further questions in regards to your workplace AED, a workplace AED Program or ways in which Cardio Partners can help you with developing and implementing an AED Program or train your employees, please contact Cardio Partners at 866-349-4363. All additional services or training that may be provided by Cardio Partners shall be conditioned upon a separate written agreement between you and Cardio Partners.



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To	Fruitland Park Fire Department	Quote Number	00071775
	Attn: Don Gilpin, Interim Fire Chief	Revision #	1
	506 W. Berckman Street	Created Date	2/27/2017
	Fruitland Park, FL 34731	Sales Consultant	Susan Cote
	(352) 801-7078		(407) 497-2636
	dgilpin@fruitlandpark.org	FOB	Destination
		Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	NET 30

Contract	NASPO #SW300 v2	Expiration Date	5/28/2017
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Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	31,495.00	-4,446.56	27,048.44	27,048.44
11140-000015	AC power cord	1.00	81.00	-16.03	64.97	64.97
11141-000115	REDI-CHARGE Base (power cord not included)	1.00	1,520.00	-294.42	1,225.58	1,225.58
11140-000052	LP15 REDI-CHARGE Adapter Tray	1.00	206.00	-39.94	166.06	166.06
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	469.00	-99.58	369.42	1,477.68
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	1.00	320.00	-57.18	262.82	262.82
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	57.00	-10.59	46.41	46.41
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	82.00	-14.68	67.32	67.32
11160-000013	NIBP CUFF-REUSEABLE, CHILD, BAYONET	1.00	24.00	-3.60	20.40	20.40
11160-000017	NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET	1.00	33.00	-4.95	28.05	28.05
11171-000040	M-LNCS Pdt, Pediatric Adhesive Sensor, 18-inch, 20/box	1.00	357.00	-53.55	303.45	303.45
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	1.00	301.00	-45.15	255.85	255.85
LP15-OSCOMP-4-POS	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	1.00	6,896.00	-1,034.40	5,861.60	5,861.60

Subtotal	USD 36,828.63
Estimated Tax	USD 2,946.30
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 39,774.93

Pricing Summary Totals

List Price Total	USD 43,248.00
Total Contract Discounts Amount	USD -6,419.37
Total Discount	USD 0.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 2,946.30

GRAND TOTAL FOR THIS QUOTE

USD 39,774.93

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number PT/126397

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be prorated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



**AGENDA ITEM
NUMBER
5d**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Lawn Mower Purchase Discussion		
For the Meeting of:	May 10, 2018		
Submitted by:	City Manager		
Date Submitted:	March 27, 2018		
Are Funds Required:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	Consider the options on the purchase of a lawn mower.		
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

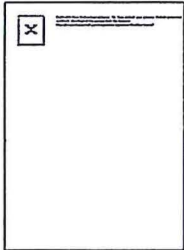
Authorized to be placed on the Regular Consent agenda: _____
Mayor

Gary La Venia

From: Bonilla, Roberto <RBonilla@lakecountyfl.gov>
Sent: Friday, April 06, 2018 4:24 PM
To: Gary La Venia
Subject: RE: Mower

Gary,

The value is estimated at \$15,000. Let us know if the City is still interested?. If that is the case, then we'll need to take an agenda item to our Board for approval as a surplus and to allow the sale and transfer of the bermuda grass mower to the City. Thank you



BOBBY BONILLA
Director

Office of Parks and Trails

A 12929 County Landfill Road, Tavares, FL 32778
P 352-253-4950 | F 352-742-3870
E rbonilla@lakecountyfl.gov | W www.lakecountyfl.gov

*NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure.*

From: Gary La Venia [mailto:glavenia@fruitlandpark.org]
Sent: Tuesday, March 27, 2018 2:39 PM
To: Bonilla, Roberto <RBonilla@lakecountyfl.gov>
Subject: Mower

Bobby,

Have you received any information regarding the sale of a mover to the City to be utilized in cutting the soccer field at the North West Lake Park.

Also, what day of the week would work best for a ribbon cutting?

Gary LaVenia
City Manager
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731
(352) 360-6727 Work
(352) 255-7014 Mobile
glavenia@fruitlandpark.org
www.fruitlandpark.org



INFO@STATEWIDETURFEQUIPMENT.COM
(941) 480-1122
(866) 798-8731

MY QUOTE REQ

search here

TURF EQUIPMENT

STATEWIDE SOLUTIONS

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Home » Used Turf Equipment » Rotary & Z-Turn Mowers » TORO GROUNDSMASTER 3500-D

PICTURES ARE OF UNITS BEFORE SERVICING



TORO GROUNDSMASTER 3500-

2012 year

Price: \$ 18,900

- Sidewinder
- ROPS
- 3WD
- Free-Floating Contour™ Plus Decks

sku: 550T-003



For More Information on This Unit
Please CALL US or Email US:

OFFICE (941)480-1122
TOLL FREE (866)798-8731
EMAIL info@statewideturfequipment.com

Overview

Specifications

County #1502

Related Products



TORO GROUNDSMASTER
3500-D
\$10,900.00



JACOBSEN TURFCAT 628D
\$8,900.00



TORO GROUNDSMASTER 360
\$13,400.00

QUICK LINKS

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After the overtime rule

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Cal Poly Pomona student earns Toro-supported training opportunity

John Deere Golf product wins AE50 Award

info@statewideturfequipment.com
 Statewide Turf Equipment Inc
 P.O.Box 1284
 Nokomis, FL 34274

Phone : (941) 480-1122

Toll Free : (866) 798-8731

NEWSLETTER

Enter Email

Submit Query

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Global Turf Equipment, LLC
 30434 Commerce Drive
 San Antonio, FL 33576
 352-588-3092
 352-588-3692 fax
 info@globalturfequipment.com

Doc No	Date
22382	4/18/2018
Terms	Customer PO

Quotation

Your sales rep is Chad Sartain
 (352) 267-9175
 chad@globalturfequipment.com

Customer		
City of Fruitland Park 506 W Berckman St. Fruitland Park FL 34731		

Ship To		
City of Fruitland Park 506 W Berckman St. Fruitland Park FL 34731		



Item	Description	Qty	Price Per	Total Price
8898	Toro Grounds Master 3500D Sidewinder Sold in 2012 Built in 2012 S/N: 30839-312000276 Hours: 1996 Includes: 3WD; ROPS	1	21,500.00	21,500.00
	Tax-County-FL County Tax-Exempt	1	0.00	0.00
	Tax-State-FL Florida State Tax-Exempt	1	0.00	0.00
	Discounts. Discount-municipal	1	-1,075.00	-1,075.00

Special Instructions: This equipment is offered for a 5 month rental period @ \$2,000.00/month
 At the end of 5 months, the equipment may be returned or purchased for \$15,425.
 The purchase price at the end of 5 months reflects a credit of \$5,000 from rental payments

Total 20,425.00

Fully Operational with 90-day warranty: All machines are quoted/sold in Fully Operational & Serviced condition, including all new fluids, filters, and spark plugs; reels backlapped; all new bedknives and rotary blades; minimum 50% reel life and 60% tire life. In addition, all parts and systems throughout each machine will be inspected and repaired/replaced as needed to ensure that machines are fully functional and ready to use upon delivery. 90-day major parts warranty on engines, transmissions, hydraulic pumps, hydraulic motors, spray pumps.



Pre-Owned Equipment Financing

We can help to arrange financing for your next used equipment purchase! Below are sample monthly payments for financing on pre-owned equipment. All quotes are approximate figures. Please contact us for an exact quote.



Sample Payments for Lease-to-Own

	36 Months	48 Months	60 Months
\$25,000 package	\$796	\$622	\$499
\$50,000 package	\$1,579	\$1,220	\$989
\$100,000 package	\$3,120	\$2,430	\$1,983

- Monthly payments are subject to state and local sales taxes.
- Up to two advance payments, plus documentation fee and stamp tax are due at lease inception.
- Subject to credit review and approval. Exact rates may vary depending on customer credit.
- Payments are approximations and are subject to change due to market rate fluctuations. Monthly payments will be fixed at commencement for the life of the lease.
- Seasonal and Annual payments available.

Contact us today for more information!

Buy ■ Sell ■ Trade ■ Rent ■ Lease

Global Turf Equipment

Phone: (352) 588-3092 or Toll-Free: (866) 588-3092

30434 Commerce Drive, San Antonio, FL 33576

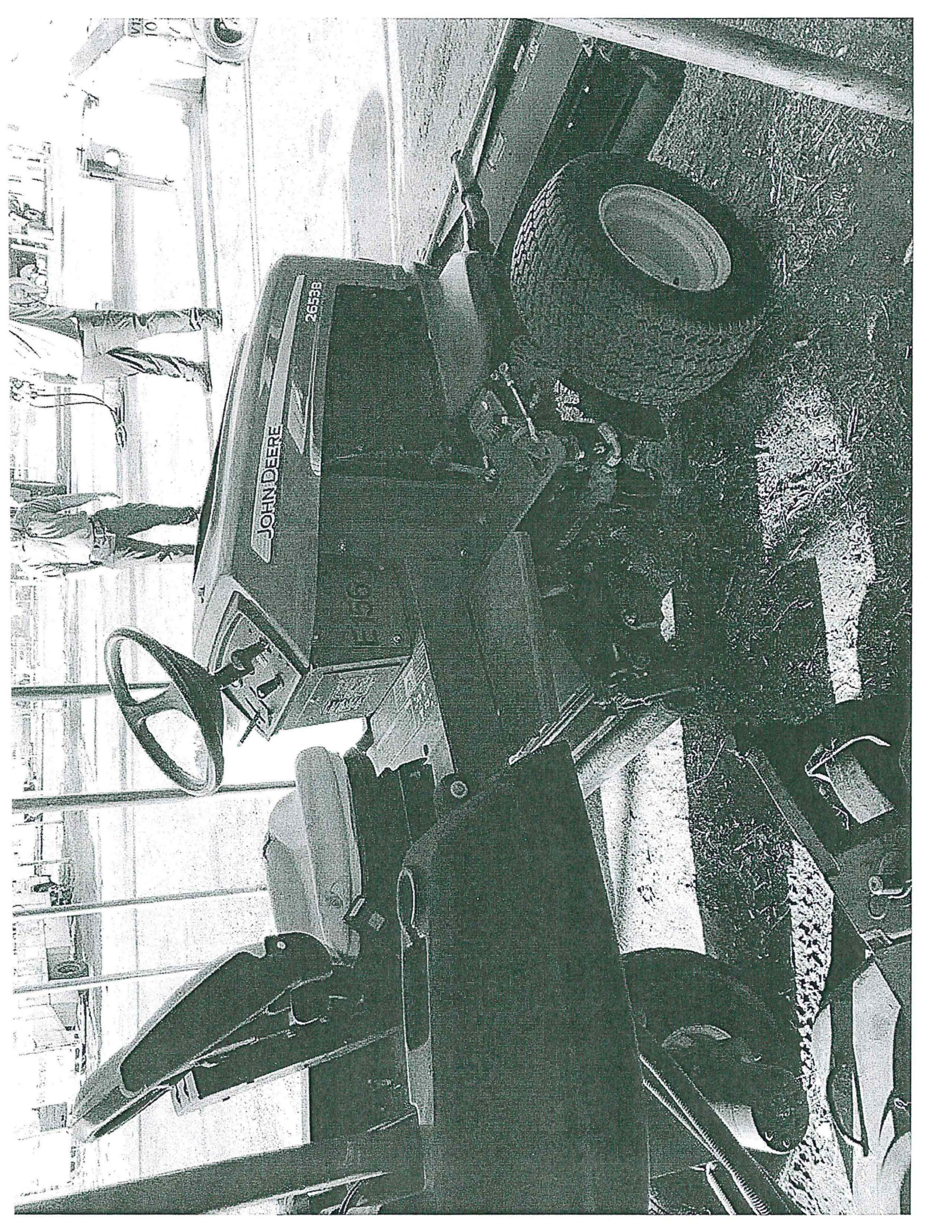
Info@GlobalTurfEquipment.com

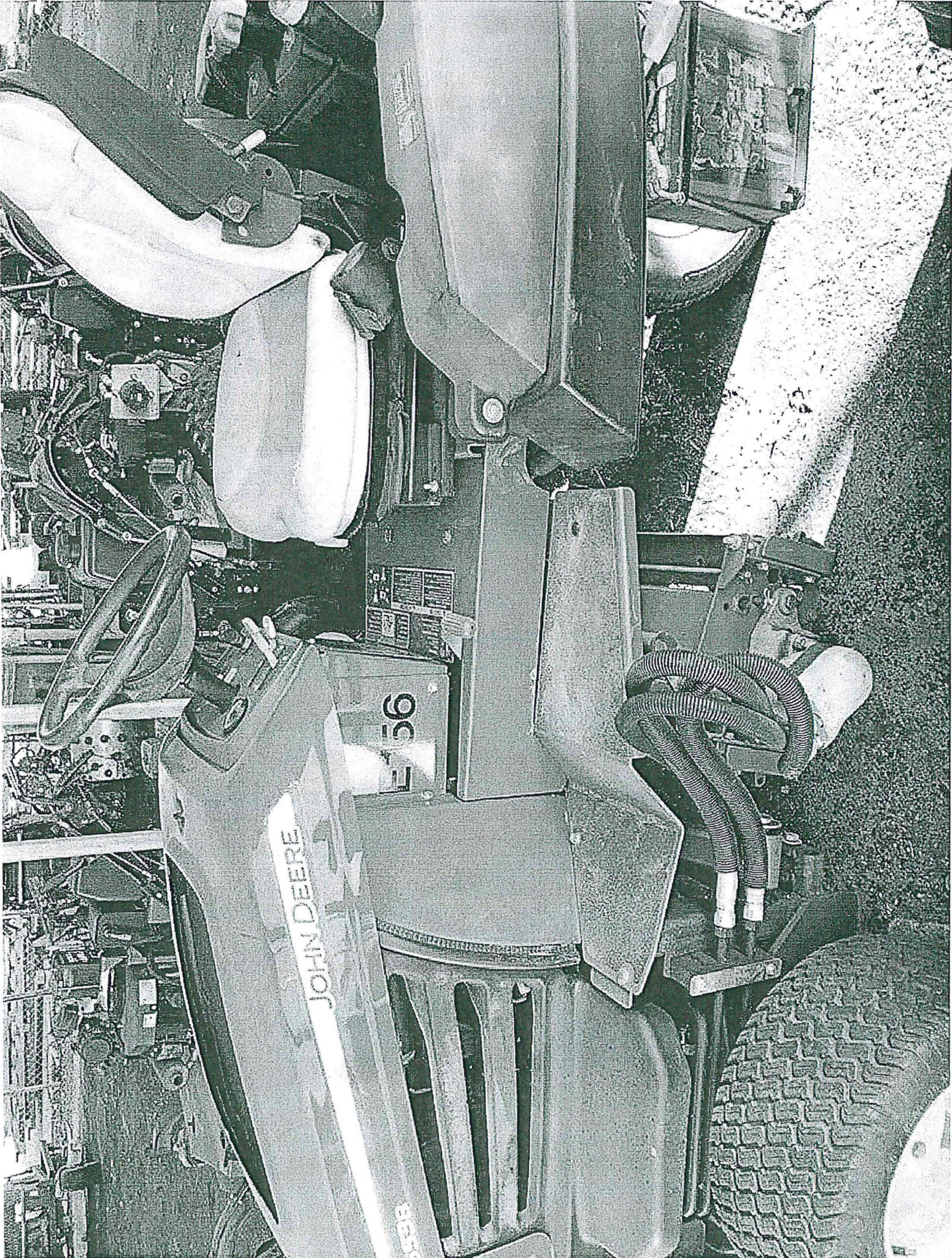
www.GlobalTurfEquipment.com

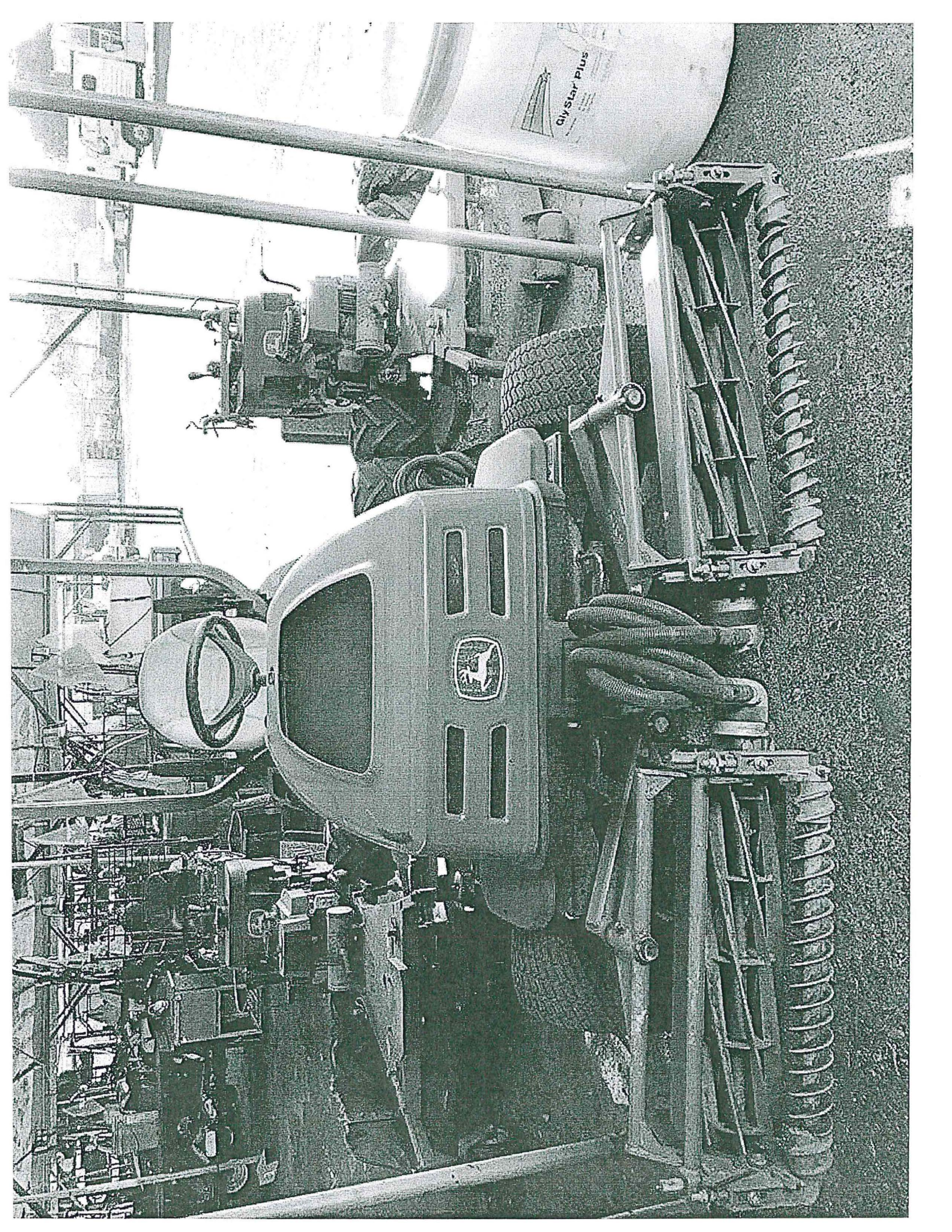
Everglade Equipment Group

500 hours

\$12,000.00









**AGENDA ITEM
NUMBER**

5e

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-024 Budget Amendment BT2018-017 Mid-Year		
For the Meeting of:	May 10, 2018		
Submitted by:	City Treasurer		
Date Submitted:	May 3, 2018		
Are Funds Required:		X	Yes
			No
Account Number:	See Attached		
Amount Required:	See Attached		
Balance Remaining:	See Attached		
Attachments:	Yes		
Description of Item: Budget Amendment BT18-17 mid-year budget adjustments attempts to cover overages and shortages in revenue and expenses utilizing the March 31 st financial report. It also utilizes reserves which has been transferred to R&S Contractual for the Hurricane Irma cost. It increases the general fund by \$829,712. These categories will increase revenue and expenses for these line items. R&S Contractual Irma has been increased by \$355,000. The utility fund is being decreased by \$135,670, most of which is the removal of sewer impact fees as a source of revenue.			
Action to be Taken: Adopt Resolution 2018-024			
Staff's Recommendation: Approve Budget Amendment BT18-17, Resolution 2018-024			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular Consent agenda: _____
Mayor

RESOLUTION 2018-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE THE GENERAL FUND BUDGET \$829,712, DECREASE UTILITIES FUND BUDGET \$135,670, AND MOVE VARIOUS BUDGET LINE ITEM AMOUNTS TO COVER OVERAGES AND SHORTAGES FOR THE MID-YEAR REVIEW; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2017-2018 budget of the City of Fruitland Park was adopted on September 28, 2017; and

WHEREAS, the realities of the 2017-2018 fiscal year have not matched exactly with the adopted budget; and

WHEREAS, additional monies for grants have been added; and;

WHEREAS, the City Commission desires to amend the 2017-2018 Fiscal Year budget to increase the road and streets budget in the amount of \$355,000 to cover hurricane IRMA expenses utilizing reserves; and

WHEREAS, the City Commission desires to amend the 2017-2018 Fiscal Year budget to increase the General Fund by \$829,712 and decrease the Utility Fund by \$135,670, and

WHEREAS, transferring various amounts between accounts will cover shortages in revenues and expenses.

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

Section 1. The budget adopted on September 28, 2017; is amended as set forth in Exhibit "A" attached hereto.

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 10th day of May, 2018, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson
City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2018-017

To: CITY MANAGER

Date: 3-May-2018

Prepared by: Finance Director
Department Head

Approved: _____
City Manager

REVENUES:

Object name & # GEN FUND - SEE ATTACHED Amount: 60,362 Inc/Dec

Object name & # GEN FUND OFFSETS - SEE ATTACHED Amount: 769,350 Inc/Dec

Object name & # UTILITIES - SEE ATTACHED Amount: 135,670 Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

EXPENDITURES:

Object name & # GEN FUND -SEE ATTACHED Amount: 60,362 Inc/Dec

Object name & # GEN FUND OFFSETS - SEE ATTACHED Amount: 769,350 Inc/Dec

Object name & # REDEVELOPMENT - SEE ATTACHED Amount: _____ Inc/Dec

Object name & # SEE UTILITIES - SEE ATTACHED Amount: 135,670 Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Explanation: MID-YEAR BUDGET AMENDMENT to account for shortfalls and overages in revenues & expenditures, a
other misc. items that need to be added to the FY2018 budget (grants, change orders, IRMA)

Approved by Commission: _____
Date

City Clerk

City Finance Director

Mayor

**MID-YEAR COMMISSION APPROVED BUDGET AMENDMENT
FY2018**

BT2018-017

Account Description	Account Number		<u>Over Budget</u> Increase	<u>Under Budget</u> Decrease	
General Fund Revenues					
ELECTRIC FRANCHISE FEE	01001-31310	6862	6,862		
CST	01001-31421	-10,000		10,000	
WATER UT TAX	01001-31430	68,000	68,000		
COUNTY BUSINESS TAX	01001-33820	-2,500		2,500	
OTHER REVENUE	01001-34335	10,000	10,000		
FINES & FORFEITURE - COUNTY	01001-35900	-1,000		1,000	
INTEREST	01001-36120	50,000	50,000		
POLICE IMPACT FEES	01001-36322	-58,000		58,000	
FIRE IMPACT FEES	01001-36323	-71,000		71,000	
TRANSFER IN FM STORMWATER (LIB)	01001-38009	141,000	141,000		Berckman
REIMBURSE B&Z	01001-36946	-30,000		30,000	
REIMBURSE ENGINEERING	01001-36948	-40,000		40,000	
MISC REVENUE	01001-36990	-3,000		3,000	
BUILDING PERMIT A	01001-32200	-168,000		168,000	
BUILDING PERMIT B	01001-32201	-5,000		5,000	
TRANSFER IN FM BUILDING PERMITS	01001-38012	173,000	173,000		
	REV	60,362	448,862	388,500	60,362
Expenses					
PD 2ND DOLLAR FUND	01521-30543	-6,000		6,000	
PD TRAINING & EDUCATION	01521-30542	6,000	6,000		
PD TUITION REIMBURSEMENT	01521-30545	6,000	6,000		
FIRE CONTRACTUAL VILLAGES	01522-30345	2,500	2,500		
LIB CONSTRUCTION STATE GRANT	01571-60663-LIBST	75,426	75,426		Change Order
WORKERS COMPENSATION	01511-10240	-58		58	
WORKERS COMPENSATION	01512-10240	-377		377	
WORKERS COMPENSATION	01513-10240	-260		260	
WORKERS COMPENSATION	01521-10240	-28,600		28,600	
WORKERS COMPENSATION	01522-10240	-7,660		7,660	
WORKERS COMPENSATION	01524-10240	-276		276	
WORKERS COMPENSATION	01541-10240	-7,119		7,119	
WORKERS COMPENSATION	01571-10240	-304		304	
WORKERS COMPENSATION	01572-10240	-1,320		1,320	
WORKERS COMPENSATION	01573-10240	-2,181		2,181	
WORKERS COMPENSATION	01574-10240	-2,500		2,500	
RETIREMENT (PT)	01574-10220	5,263	5,263		
RETIREMENT (PT)	01521-10220	5,073	5,073		
RETIREMENT (PT)	01571-10220	14,531	14,531		
RETIREMENT (PT)	01524-10220	2,224	2,224		
	EXP	60,362	117,017	56,655	60,362
Revenue/Expense Offsets			Increase	Decrease	

MID-YEAR COMMISSION APPROVED BUDGET AMENDMENT
FY2018

BT2018-017

Account Description		Account Number		Over Budget Increase	Under Budget Decrease	
Rev	TRANSFER IN FROM RESERVES-IRMA	01001-38001	355,000	355,000		\$471K IN RESERVES
Exp	CONTRACTUAL SERVICES IRMA	01541-30340-IRMA	355,000	355,000		
Rev	FIRE ASSESSMENT VILLAGES	01001-34223	3,000	3,000		
Exp	FIRE CONTRACTUAL VILLAGES	01522-30345	3,000	3,000		
Rev	GARDENIA PARK GRANT	01001-33475	100,000	100,000		
Exp	GARDENIA PARK	01573-60637-REC	100,000	100,000		
Rev	LAKE CO SOCCER FLD GRANT - SOCCL	01001-33773	100,000	100,000		
Exp	REC IMPROVEMENTS SOCCER	01574-60630-SOCCL	100,000	100,000		
Rev	TRANSFER IN FM BUILDING PERMITS	01001-38012	17,650	17,650		
Exp	B&Z ENGINEERING	01524-30311	15,000	15,000		
Exp	B&Z COMMUNICATIONS	01524-30410	400	400		
Exp	B&Z EQUIPMENT MAINT	01524-30463	1,250	1,250		
Exp	B&Z OFFICE SUPPLIES	01524-30510	1,000	1,000		
Rev	PD DONATION	01001-36602	6,800	6,800		
Exp	PD DONATION EXPENSE	01521-30482	6,800	6,800		
Rev	LIBRARY GRANT STATE	01001-36605	100,000	100,000		
Rev	LIBRARY GRANT COUNTY	01001-33776	86,900	86,900		
Exp	LIB CONSTRUCTION STATE GRANT	01571-60663-LIBST	100,000	100,000		
Exp	LIB CONSTRUCTION COUNTY GRANT	01571-60663-LIBCO	86,900	86,900		
INCREASE REV & EXP			769,350	Increase to GF		

Redevelopment

Exp	Redev Improvements	20511-60630	10,000	10,000	
Exp	Redevelopment Contingency	20511-90990	-10,000		10,000

Utility Fnd

Revenues			Increase	Decrease	
	INSTALLATION OF WTR METERS	40001-34332	10,000	10,000	
	SALES OF WATER	40001-34331	40,000	40,000	
	WATER IMPACT FEES	40001-36320	-40,000		40,000
	SEWER REVENUE	40301-34351	14,000	14,000	
	SEWER IMPACT FEE	40301-36321	-22,000		22,000
	TRANSFER IN FM SEWER IMPACT	40301-38006	-137,670		137,670
	REV		-135,670	64,000	199,670
					-135,670

<<NO SEWER IMPACT FEES

Expenses

	WATER OFFICE SUPPLIES	40533-30510	500	500	
	WATER SUPPLIES	40533-30520	10,000	10,000	
	WATER BANK FEES	40533-30344	3,000	3,000	
	WATER ADVERTISING	40533-30480	500	500	

PURCHASE WATER METERS

MID-YEAR COMMISSION APPROVED BUDGET AMENDMENT
FY2018

BT2018-017

Account Description	Account Number		<u>Over Budget</u>	<u>Under Budget</u>	
			Increase	Decrease	
EQUIPMENT (VACTRON)	40535-60640	-93,000		93,000	
TRANSFER TO RESERVE	40535-90919	-45,670		45,670	
SEWER CONTINGENCY	40535-90940	-11,000		11,000	
WTR WORKERS COMP	40533-10240	-7,243		7,243	
WTR RETIREMENT	40533-10220	7,243	7,243		
	EXP	-135,670	21,243	156,913	-135,670



Date: 3/28/2018

To: Tracy Kelley
City of Fruitland Park

CITY OF FRUITLAND PARK LIBRARY - CHANGE ORDER 1

141K Stormwater across
-66K Berckman
75K Credit/Deletion

Item	Quantity	Unit of Measure	Unit Cost	Bid Price	Sub Totals
DELETED ITEMS					
12" Stabilization	-1,300	SY	\$2.60	-\$3,380.00	
8" Limerock	-1,080	SY	\$12.00	-\$12,960.00	
2" Type III Asphalt	-1,070	SY	\$12.00	-\$12,840.00	
Modified Type "D" curb	-180	LF	\$8.50	-\$1,530.00	
10' Sidewalk to fountain	-255	SY	\$40.50	-\$10,327.50	
Dumpster Enclosure	-1	LS	\$10,470.00	-\$10,470.00	
Striping for parking stalls	-23	EA	\$9.00	-\$207.00	
Concrete wheel stops	-19	EA	\$32.50	-\$617.50	
Type 6 Mod. Inlet 0/6	-1	EA	\$3,500.00	-\$3,500.00	
24" RCP	-176	LF	\$45.00	-\$7,920.00	
18" RCP	-72	LF	\$30.00	-\$2,160.00	
					-\$65,912.00
ADDED ITEMS					
Mobilization (General Conditions)	1	LS	\$2,500.00	\$2,500.00	
Demolition (sidewalk, headwall, pipe, fence, etc.)	1	LS	\$13,000.00	\$13,000.00	
Storm manhole 4 and 5 now 6/8 not 0/6	2	EA	\$500.00	\$1,000.00	
Storm manhole 2 and 3 now 8/10 not 6/8	2	EA	\$750.00	\$1,500.00	
Type 6 Mod. Inlet D-3 now 8/10 not 6/8	1	EA	\$750.00	\$750.00	
Storm manhole 8/10 (2A,2B)	2	EA	\$3,250.00	\$6,500.00	
Type "C" inlet 0/6 (D-0,D-1)	2	EA	\$1,750.00	\$3,500.00	
30" RCP Reinforce Concrete Pipe	16	LF	\$65.00	\$1,040.00	
Concrete sidewalk (entry way)	36	SY	\$40.50	\$1,458.00	
2 Concrete steps to phase line	1	LS	\$1,000.00	\$1,000.00	
Open cut / Repair Rose Ave. - CR 468 (Lake County) per detail for storm install	325	SY	\$170.00	\$55,250.00	
Open cut / Repair Josephine Ave. (Fruitland Park) per detail	170	SY	\$85.00	\$14,450.00	
Striping (double yellow thermo) Rose Ave./CR 468	1	LS	\$1,000.00	\$1,000.00	
Concrete Sidewalk (along storm installation)	280	SY	\$40.50	\$11,340.00	
MOT Maint of Traffic	1	LS	\$3,500.00	\$3,500.00	
8" Gate valve	1	EA	\$1,500.00	\$1,500.00	
6" DIP	40	LF	\$35.00	\$1,400.00	
6" PVC DR 14	60	LF	\$27.50	\$1,650.00	
6" DDCV w/FDC	1	EA	\$14,000.00	\$14,000.00	
In building riser (DIP)	1	EA	\$2,500.00	\$2,500.00	
Testing	1	LS	\$1,500.00	\$1,500.00	
Additional Bond Costs	1	LS	\$1,000.00	\$1,000.00	
					\$141,338.00
TOTAL CHANGE ORDER 1					\$75,426.00

37K
Fix & Sprinkler system
And
Additional cost =
Per P&S per detail
Storm water
75,426.00

THIS CHANGE ORDER IS BASED ON REVISED DRAWINGS DRAWN BY BESH ENGINEERING DATED 3/15/18.

Stormwater

04/18/2018 13:45
808gbrew

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU MAR 31, 2018 50% OF YEAR LAPSED

P 1
glytdbud

FOR 2018 06

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01001 GENERAL FUND REVENUES							
31 TAXES							
31110 AD VALOREM TAXES	-1,864,073	.00	-1,864,073.00	-1,740,147.86	.00	-123,925.14	93.4%
31120 DELINQUENT AD VALOREM TAX	-838	.00	-838.00	-188.25	.00	-649.75	22.5%
31230 LOCAL OPTION FUEL TAX	-90,050	.00	-90,050.00	-36,568.99	.00	-53,481.01	40.6%
31251 FIRE INS PREM TAX PENSION	-16,900	.00	-16,900.00	.00	.00	-16,900.00	.0%
31310 ELECTRIC FRANCHISE FEE	-410,169	450,000	-410,169.00	-217,269.52	.00	-192,899.48	53.0%
31340 GAS FRANCHISE FEE	-19,368	.00	-19,368.00	-9,192.05	.00	-10,175.95	47.5%
31390 GARBAGE FRANCHISE FEE	-72,000	.00	-72,000.00	-46,520.25	.00	-25,479.75	64.6%
31410 ELECTRIC UTILITY TAX	-482,832	.00	-482,832.00	-235,801.47	.00	-247,030.53	48.8%
31421 COMMUNICATIONS SERVICE TAX	-210,238	200,000	-210,238.00	-80,980.65	-10K	-129,257.35	38.5%
31430 WATER UTILITY TAX	-61,440	130,325	-61,440.00	-86,097.58	.00	24,657.58	140.1%
31440 GAS UTILITY TAX	-20,149	.00	-20,149.00	-10,001.97	+68K	-10,147.03	49.6%
31480 PROPANE UTILITY TAX	0	.00	.00	-397.01	.00	397.01	100.0%
TOTAL TAXES	-3,248,057	.00	-3,248,057.00	-2,463,165.60	.00	-784,891.40	75.8%
32 LICENSES & PERMITS							
32100 CITY BUSINESS RECEIPT TAX	-23,157	.00	-23,157.00	-22,858.86	.00	-298.14	98.7%
32110 DEL CITY OCCUPATIONAL LIC	-41	.00	-41.00	-38.28	.00	-2.72	93.4%
32200 BUILDING PERMIT A	-639,000	470,818	-639,000.00	-246,190.95	.00	-392,809.05	38.5%
32201 BUILDING PERMIT B	-11,669	6,298	-11,669.00	-3,020.00	-168K	-8,649.00	25.9%
32305 CLEARING/TREE REMOVAL PERM	0	.00	.00	-740.00	-5K	740.00	100.0%
32902 CEMETERY PERMITS	-220	.00	-220.00	-45.00	.00	-175.00	20.5%
TOTAL LICENSES & PERMITS	-674,087	.00	-674,087.00	-272,893.09	Tx in fm Building Fees	-401,193.91	40.5%
33 INTERGOVERN. REVENUE							
33475 Gardenia Park Grant	100K						
33439 GRANT-FLORIDA FOREST SERVI	0	-2,511.00	-2,511.00	-2,511.00	.00	.00	100.0%
33512 STATE REVENUE SHARING	-124,585	.00	-124,585.00	-59,189.59	.00	-65,395.41	47.5%
33514 MOBILE HOME LICENSES	-11,617	.00	-11,617.00	-10,612.28	.00	-1,004.72	91.4%
33515 ALCOHOLIC BEV LICENSE	-1,863	.00	-1,863.00	-2,391.27	.00	528.27	128.4%
33518 LOCAL GOVT 1/2C SALES TAX	-250,633	.00	-250,633.00	-111,199.79	.00	-139,433.21	44.4%

04/18/2018 13:45
808gbrew

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU MAR 31, 2018 50% OF YEAR LAPSED

P 2
glytdbud

FOR 2018 06

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
33770	COUNTY LIBRARY APPROPRIAT	-72,123	.00	-72,123.00	-42,065.31	.00	-30,057.69	58.3%
33773	LAKE CO SOCCER FLD REC GRA	100,000	.00	.00	-50,000.00	.00	50,000.00	100.0%
33776	LAKE COUNTY LIBRARY GRANT	-793,139	-415,130.00	-1,208,269.00	.00	.00	-1,208,269.00	.0% OK
33820	COUNTY BUSINESS TAX RECEIP	-5,483	.00	-5,483.00	-1,694.45	.00	-3,788.55	30.9%
33830	COUNTY ONE CENT GAS TAX	-36,753	-2,500	-36,753.00	-15,449.06	.00	-21,303.94	42.0%
TOTAL INTERGOVERN. REVENUE		-1,296,196	-417,641.00	-1,713,837.00	-295,112.75	.00	-1,418,724.25	17.2%
34 CHARGES FOR SERVICES								
33548	FDOT TRAFFIC SIGNAL MAINTE	-6,080	.00	-6,080.00	-6,432.00	.00	352.00	105.8%
34120	ZONING FEES	-13,000	.00	-13,000.00	-4,175.00	.00	-8,825.00	32.1%
34122	ANNEXATION FEES	-267	.00	-267.00	.00	.00	-267.00	.0%
34125	COMPREHENSIVE PLAN	-367	.00	-367.00	.00	.00	-367.00	.0%
34127	PUD REVIEW	0	.00	.00	-300.00	.00	300.00	100.0%
34130	LAND DEVPMT PROCEDURE	0	.00	.00	-1,250.00	.00	1,250.00	100.0%
34131	SITE (PROPERTY) PLAN FEE	-1,280	.00	-1,280.00	.00	.00	-1,280.00	.0%
34132	PLAN (STRUCTURE) REVIEW FE	-8,163	.00	-8,163.00	-4,306.94	.00	-3,856.06	52.8%
34140	COPYING / CERTIFICATION	-1,743	.00	-1,743.00	-962.50	.00	-780.50	55.2%
34220	FIRE INSPECTION FEES	-8,241	.00	-8,241.00	-8,272.02	.00	31.02	100.4%
34222	FIRE ASSESSMENT FP	-606,900	202,143.00	-404,757.00	-363,464.40	.00	-41,292.60	89.8% OK
34223	FIRE ASSESSMENT VILLAGE	0	-202,143.00	-202,143.00	-205,256.02	.00	3,113.02	101.5% OK
34335	OTHER REVENUES	-18,644	28,500	-18,644.00	-15,250.00	.00	-3,394.00	81.8%
34340	SOLID WASTE COLLECTION	-216,000	.00	-216,000.00	-107,404.07	.00	-108,595.93	49.7%
34341	SOLID WASTE DISPOSAL	-192,000	.00	-192,000.00	-97,856.96	.00	-94,143.04	51.0%
34342	YARDWASTE COLLECTION	-31,200	.00	-31,200.00	-16,312.88	.00	-14,887.12	52.3%
34343	YARDWASTE DISPOSAL	-11,400	.00	-11,400.00	-5,955.84	.00	-5,444.16	52.2%
34344	RECYCLE	-42,000	.00	-42,000.00	-21,824.75	.00	-20,175.25	52.0%
34345	ADMIN FEE-GARBAGE BILLING	-55,200	.00	-55,200.00	-29,064.23	.00	-26,135.77	52.7%
34346	ADM. FEE-IMPACT FEE	-3,440	.00	-3,440.00	-2,500.00	.00	-940.00	72.7%
34391	STORMWATER FEE	-45,600	.00	-45,600.00	-23,816.00	.00	-21,784.00	52.2%
34393	REG ABANDONED PROPERTY	-5,841	.00	-5,841.00	-3,000.00	.00	-2,841.00	51.4%
34712	LIBRARY FEE OUT/COUNTY	-125	.00	-125.00	-210.00	.00	85.00	168.0%
34715	HOME TOWN CHRISTMAS PROCEE	0	.00	.00	-20.00	.00	20.00	100.0%
34717	FP DAY PROCEEDS	-1,828	.00	-1,828.00	-1,170.00	.00	-658.00	64.0%
34718	FRUITLAND PARK DAY SPONSOR	0	.00	.00	-20.00	.00	20.00	100.0%
34719	CONCESSIONS	-2,326	.00	-2,326.00	-.50	.00	-2,325.50	.0%
34720	POOL FEES	-8,929	.00	-8,929.00	-53.33	.00	-8,875.67	.6%
34721	RECREATION FEES	-5	.00	-5.00	.00	.00	-5.00	.0%
34725	POOL SWIM PROG/LESSONS	-4,847	.00	-4,847.00	-10.00	.00	-4,837.00	.2%
34755	RENT RECREATION FACILITY	-1,099	.00	-1,099.00	-645.00	.00	-454.00	58.7%
34900	LIEN SEARCH FEE	-3,536	.00	-3,536.00	-2,080.00	.00	-1,456.00	58.8%
TOTAL CHARGES FOR SERVICES		-1,290,061	.00	-1,290,061.00	-921,612.44	.00	-368,448.56	71.4%

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
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FOR 2018 06

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
35 FINES & FORFEITURES							
35110 TRAFFIC COURT FINES & FORF	-13,065	.00	-13,065.00	-5,268.68	.00	-7,796.32	40.3%
35130 POLICE EDUCATION FUND 2ND	-1,393	.00	-1,393.00	-684.36	.00	-708.64	49.1%
35200 LIBRARY FINES	-2,267	.00	-2,267.00	-1,255.87	.00	-1,011.13	55.4%
35900 FINES & FORFEITURES-COUNTY	-1,049	.00	-1,049.00	-14.00	.00	-1,035.00	1.3%
TOTAL FINES & FORFEITURES	-17,774	.00	-17,774.00	-7,222.91	.00	-10,551.09	40.6%
36 MISC. REVENUE							
36120 INTEREST EARNED	-4,967	54,245 .00	-4,967.00	-30,245.33	+50K .00	25,278.33	608.9%
36132 INTEREST ON AD VALOREM	-2,643	.00	-2,643.00	.00	.00	-2,643.00	.0%
36201 STATE LIBRARY ERATE REFUND	-10,691	.00	-10,691.00	-8,442.00	.00	-2,249.00	79.0%
36322 POLICE IMPACT FEE	-102,828	44,012 .00	-102,828.00	-21,533.72	-58K .00	-81,294.28	20.9%
36323 FIRE IMPACT FEE	-142,626	71,151 .00	-142,626.00	-34,810.88	-71K .00	-107,815.12	24.4%
36410 CEMETERY LOT SALES	-17,615	.00	-17,615.00	-95.00	.00	-17,520.00	.5%
36441 SALE OF SURPLUS EQUIPMENT	-1,575	-1,017.00	-2,592.00	-1,314.74	.00	-1,277.26	50.7%
36442 INSURANCE CLAIM PROCEEDS	0	-23,456.00	-23,456.00	-24,575.50	.00	1,119.50	104.8%
36602 PD DONATIONS	0	.00	.00	-6,835.00	.00	6,835.00	100.0%
36605 LIBRARY GRANT STATE	-400,000	.00	-400,000.00	-100,000.00	.00	-300,000.00	25.0%
36942 RESTITUTION	-209	.00	-209.00	.00	.00	-209.00	.0%
36944 COST OF CONVICTION - PD	-4,195	.00	-4,195.00	-2,172.57	.00	-2,022.43	51.8%
36946 REIMBURSEMENT MISC B&Z	-34,177	.00	-34,177.00	-524.68	-30K .00	-33,652.32	1.5%
36947 REIMB PLANNING FEES	-6,335	.00	-6,335.00	-2,407.63	.00	-3,927.37	38.0%
36948 REIMB ENGINEERING FEES	-53,417	4450 .00	-53,417.00	-2,175.00	-40K .00	-51,242.00	4.1%
36990 MISC REVENUE	-3,690	.00	-3,690.00	-167.10	-3K .00	-3,522.90	4.5%
36991 MISC REVENUE - PD Lexis Nexis	-1,131	.00	-1,131.00	-283.00	.00	-848.00	25.0%
36993 FUEL TAX REFUNDS	-3,342	.00	-3,342.00	-2,073.07	.00	-1,268.93	62.0%
TOTAL MISC. REVENUE	-789,441	-24,473.00	-813,914.00	-237,655.22	.00	-576,258.78	29.2%
38 NON REVENUES							
38006 XFER IN IMPACT FEES	-90,000	-123,415.00	-213,415.00	.00	.00	-213,415.00	.0%
38009 XFER IN STORMWATER FBAL LIBRARY	-100,000	-179,360.00	-279,360.00	.00	.00 SITEWORK	-279,360.00	.0%
38150 XFER IN REDEVELOPMENT	-37,470	.00	-37,470.00	-18,735.50	.00	-18,734.50	50.0%
38200 XFER IN WATER DEPT	-60,000	.00	-60,000.00	-30,000.00	.00	-30,000.00	50.0%

38012 Xfer in Building Permit Fees

+ 173

PD VEHICLES \$ 87,600
SITework

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
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ACCOUNTS FOR:
001 GENERAL FUND

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
38250 XFER IN RECREATION FUND	-32,245	.00	-32,245.00	-9,427.50	.00	-22,817.50	29.2%
38300 XFER IN CAPITAL PROJECT	0	-258,880.00	-258,880.00	.00	.00	-258,880.00	.0%
		<i>LIBRARY</i>					
TOTAL NON REVENUES	-319,715	-561,655.00	-881,370.00	-58,163.00	.00	-823,207.00	6.6%
TOTAL GENERAL FUND REVENUES	-7,635,331	-1,003,769.00	-8,639,100.00	-4,255,825.01	.00	-4,383,274.99	49.3%

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
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FOR 2018 06

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30482 PD DONATIONS EXPENSE	0	.00	.00	3,700.00	.00	-3,700.00	100.0%
30510 OFFICE SUPPLIES	3,000	.00	3,000.00	925.70	.00	2,074.30	30.9%
30520 SUPPLIES	6,900	.00	6,900.00	2,846.33	.00	4,053.67	41.3%
30521 UNIFORMS	13,000	-4,406.00	8,594.00	4,585.66	.00	4,008.34	53.4%
30522 FUEL	50,000	-5,000.00	45,000.00	24,153.37	.00	20,846.63	53.7%
30524 PROMOTIONAL	3,500	.00	3,500.00	600.48	.00	2,899.52	17.2%
30540 PROFESSIONAL BOOKS	700	.00	700.00	391.69	.00	308.31	56.0%
30543 2ND DOLLAR TNG/POLICE ED F	6,800	.00	6,800.00	6,338.28	.00	461.72	93.2%
30544 MEMBERSHIPS	515	.00	515.00	423.75	.00	91.25	82.3%
TOTAL OPERATING EXPENSES	246,378	-13,906.00	232,472.00	114,992.97	.00	117,479.03	49.5%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	3,600	-2,197.00	1,403.00	1,402.99	.00	.01	100.0%
60643 EQUIP PURCH NONREPAIRABLE	1,000	-1,000.00	.00	.00	.00	.00	0.0%
60649 EQUIPMENT - VEHICLES	90,000	.00	90,000.00	87,600.44	.00	2,399.56	97.3%
TOTAL CAPITAL OUTLAY	94,600	-3,197.00	91,403.00	89,003.43	.00	2,399.57	97.4%
90 NON-OPERATING							
90990 CONTINGENCY FUND	500	.00	500.00	40.00	.00	460.00	8.0%
TOTAL NON-OPERATING	500	.00	500.00	40.00	.00	460.00	8.0%
TOTAL LAW ENFORCEMENT	1,895,438	-48,003.00	1,847,435.17	901,129.82	.00	946,305.35	48.8%

Police Impact Fees

901,129.82

48.8%

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CITY OF FRUITLAND PARK
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FOR 2018 06

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01524 BUILDING & ZONING							
10 PERSONAL SERVICES							
10110 SALARY	69,757	.00	69,756.54	29,693.97	.00	40,062.57	42.6%
10111 BONUS	805	.00	805.00	804.96	.00	.04	100.0%
10120 WAGES	95,726	.00	95,726.15	46,163.44	.00	49,562.71	48.2%
10121 BONUS	882	.00	882.05	1,067.40	.00	-185.35	121.0%
10140 OVERTIME	0	.00	.00	872.78	.00	-872.78	100.0%
10159 PHONE ALLOWANCE	612	.00	612.00	204.00	.00	408.00	33.3%
10210 FICA	13,425	.00	13,425.38	5,924.56	.00	7,500.82	44.1%
10220 RETIREMENT	8,325	.00	8,325.43	3,435.38	.00	4,890.05	41.3%
10230 HOSPITALIZATION	25,809	.00	25,809.00	13,992.84	.00	11,816.16	54.2%
10233 LIFE INSURANCE	297	.00	297.36	171.00	.00	126.36	57.5%
10236 DENTAL INSURANCE	672	.00	672.00	354.16	.00	317.84	52.7%
10240 WORKERS COMPENSATION	480	.00	480.00	152.22	.00	327.78	31.7%
TOTAL PERSONAL SERVICES	216,791	.00	216,790.91	102,836.71	.00	113,954.20	47.4%
30 OPERATING EXPENSES							
30311 ENGINEERING FEES +15,000	12,000	.00	12,000.00	14,200.00	.00	-2,200.00	118.3%
30312 PLANNING FEES	30,000	.00	30,000.00	27,239.30	.00	2,760.70	90.8%
30340 CONTRACTUAL SERVICES	408,847	.00	408,846.80	192,869.17	.00	215,977.63	47.2%
30400 TRAVEL/PER DIEM	800	.00	800.00	493.22	.00	306.78	61.7%
30410 COMMUNICATIONS +400	0	.00	.00	200.82	.00	-200.82	100.0%
30420 POSTAGE	3,000	.00	3,000.00	581.93	.00	2,418.07	19.4%
30450 INSURANCE	2,402	.00	2,402.00	1,209.40	.00	1,192.60	50.3%
30463 EQUIPMENT REPAIRS/MAINT +1250	4,380	.00	4,380.00	3,369.47	.00	1,010.53	76.9%
30470 PRINTING & COPYING	2,500	.00	2,500.00	.00	.00	1,975.00	21.0%
30510 OFFICE SUPPLIES +1000	1,200	.00	1,200.00	1,179.34	.00	20.66	98.3%
30520 SUPPLIES	500	.00	500.00	93.00	.00	407.00	18.6%
30540 PROFESSIONAL BOOKS	2,500	.00	2,500.00	.00	.00	2,500.00	.0%
30542 TRAINING & EDUCATION	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
30544 MEMBERSHIPS	650	.00	650.00	255.00	.00	395.00	39.2%
TOTAL OPERATING EXPENSES	470,779	.00	470,778.80	241,690.65	525.00	228,563.15	51.4%
60 CAPITAL OUTLAY							

+17,650

650,670 Rev

-74,000

724,569 Budget

TRAK IT
IN HAND

OK

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU MAR 31, 2018 50% OF YEAR LAPSED

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01541 ROAD & STREET FACILITIES							
10 PERSONAL SERVICES							
10110 SALARY	33,244	.00	33,243.50	14,360.16	.00	18,883.34	43.2%
10111 BONUS	384	.00	383.50	383.64	.00	-.14	100.0%
10120 WAGES	68,518	.00	68,518.00	19,606.00	.00	48,912.00	28.6%
10121 BONUS	791	.00	791.00	460.80	.00	330.20	58.3%
10140 OVERTIME	4,000	.00	4,000.00	1,045.44	.00	2,954.56	26.1%
10210 FICA	8,628	.00	8,628.00	2,718.94	.00	5,909.06	31.5%
10220 RETIREMENT	5,846	.00	5,846.00	1,311.82	.00	4,534.18	22.4%
10230 HOSPITALIZATION	21,508	.00	21,507.50	5,376.86	.00	16,130.64	25.0%
10233 LIFE INSURANCE	248	.00	247.80	130.50	.00	117.30	52.7%
10236 DENTAL INSURANCE	560	.00	560.00	139.80	.00	420.20	25.0%
10240 WORKERS COMPENSATION	12,322	.00	12,322.00	3,907.58	.00	8,414.42	31.7%
TOTAL PERSONAL SERVICES	156,047	.00	156,047.30	49,441.54	.00	106,605.76	31.7%
30 OPERATING EXPENSES							
30340 CONTRACTUAL SERVICES	10,000	.00	10,000.00	363,442.40	.00	-353,442.40	3634.4%
30400 TRAVEL/PER DIEM	350	.00	350.00	.00	.00	350.00	.0%
30410 COMMUNICATIONS	2,736	.00	2,736.00	684.28	.00	2,051.72	25.0%
30420 POSTAGE	10	.00	10.00	.00	.00	10.00	.0%
30430 ELECTRIC	86,004	.00	86,004.00	36,266.37	.00	49,737.63	42.2%
30431 WATER	900	.00	900.00	358.62	.00	541.38	39.8%
30440 RENTAL OF EQUIPMENT	500	-500.00	.00	.00	.00	.00	.0%
30450 INSURANCE	27,600	.00	27,600.00	13,896.50	.00	13,703.50	50.3%
30460 REPAIRS	8,000	.00	8,000.00	554.86	.00	7,445.14	6.9%
30461 RADIO REPAIRS/MAINT	2,000	.00	2,000.00	1,585.50	.00	414.50	79.3%
30462 VEHICLE REPAIRS/MAINT	4,000	-1,000.00	3,000.00	392.31	.00	2,607.69	13.1%
30463 EQUIPMENT REPAIRS/MAINT	2,500	-576.00	1,924.00	704.14	.00	1,219.86	36.6%
30464 FACILITIES REPAIRS/MAINT	11,672	-2,000.00	9,672.00	2,082.86	.00	7,589.14	21.5%
30490 MISC EXPENSE	2,500	-1,000.00	1,500.00	116.87	.00	1,383.13	7.8%
30498 INS RPR/CLAIM/SETTLEMT	0	23,456.00	23,456.00	1,061.82	.00	22,394.18	4.5%
30510 OFFICE SUPPLIES	1,000	.00	1,000.00	110.97	.00	889.03	11.1%
30520 SUPPLIES	8,000	1,017.00	9,017.00	3,313.29	.00	5,703.71	36.7%
30521 UNIFORMS	1,300	-500.00	800.00	353.41	.00	446.59	44.2%
30522 FUEL	5,500	.00	5,500.00	1,514.15	.00	3,985.85	27.5%

NEED 28K Robb moved
40K excess to Water

-10K

Loan will cover

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ACCOUNTS FOR:
001 GENERAL FUND

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60637 GARDENIA PARK	0		.00	80,025.38	.00	-80,025.38	100.0%
60640 EQUIPMENT PURCHASES	56,500	.00	56,500.00	47,243.95	.00	9,256.05	83.6%
TOTAL CAPITAL OUTLAY	56,500	.00	56,500.00	127,269.33	.00	-70,769.33	225.3%
TOTAL PARKS/RECREATION MAINTEN	233,942	-1,500.00	232,442.24	209,763.32	.00	22,678.92	90.2%

HOOK - Ph1 & Ph2

Fence
Cales
Softball
Bahia Sod
cutters

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ACCOUNTS FOR: 200 REDEVELOPMENT TRUST FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
20511 COMMUNITY REDEVELOPMENT							
30 OPERATING EXPENSES							
30311 ENGINEERING FEES	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
30313 PROFESSIONAL FEES	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
30479 ABATEMENT	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
30490 MISC EXPENSE	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
30544 MEMBERSHIPS	570	.00	570.00	175.00	.00	395.00	30.7%
TOTAL OPERATING EXPENSES	14,570	.00	14,570.00	175.00	.00	14,395.00	1.2%
60 CAPITAL OUTLAY							
60630 IMPROVEMENTS	0	.00	.00	7,262.68	.00	-7,262.68	100.0%
60631 STREETS & ROAD RESURFACING	120,000	.00	120,000.00	.00	.00	120,000.00	.0%
60655 SYSTEM IMPROVEMENTS	466a 172,438	.00	172,438.00	1,520.00	10,800.00	160,118.00	7.1%
TOTAL CAPITAL OUTLAY	292,438	.00	292,438.00	8,782.68	10,800.00	272,855.32	6.7%
90 NON-OPERATING							
90990 CONTINGENCY FUND	65,834	.00	65,834.00	.00	.00	65,834.00	.0%
TOTAL NON-OPERATING	65,834	.00	65,834.00	.00	.00	65,834.00	.0%
TOTAL COMMUNITY REDEVELOPMENT	372,842	.00	372,842.00	8,957.68	10,800.00	353,084.32	5.3%

vets Park Basketball lights

+10K

-10K

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ACCOUNTS FOR:
400 UTILITY FUND

	ORIGINAL APPROP	TRNFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40001 WATER UTILITY REVENUES							
34 CHARGES FOR SERVICES							
34321 BULK WATER SALES	-34,800	.00	-34,800.00	-16,626.57	.00	-18,173.43	47.8%
34331 SALE OF WATER	-579,598	.00	-579,598.00	-310,511.48	.00	-269,086.52	53.6%
34332 <u>INSTALLATION OF METERS</u>	-10,000	.00	-10,000.00	-13,800.00	.00	-3,800.00	138.0%
34333 BACKFLOW INSTALLATION	-1,550	.00	-1,550.00	-1,943.27	.00	393.27	125.4%
34334 WATER LINE INSTALLATION	-700	.00	-700.00	.00	.00	-700.00	.0%
34335 OTHER REVENUES	-57,000	.00	-57,000.00	-30,380.56	.00	-26,619.44	53.3%
TOTAL CHARGES FOR SERVICES	-683,648	.00	-683,648.00	-373,261.88	.00	-310,386.12	54.6%
36 MISC. REVENUE							
36120 <u>INTEREST EARNED</u>	-4,450	.00	-4,450.00	-15,260.97	.00	10,810.97	342.9%
36320 <u>WATER IMPACT FEE</u>	-89,891	.00	-89,891.00	-22,950.50	.00	-66,940.50	25.5%
TOTAL MISC. REVENUE	-94,341	.00	-94,341.00	-38,211.47	.00	-56,129.53	40.5%
38 NON REVENUES							
38002 OVER/SHORT REGISTER	0	.00	.00	2.60	.00	-2.60	100.0%
TOTAL NON REVENUES	0	.00	.00	2.60	.00	-2.60	100.0%
TOTAL WATER UTILITY REVENUES	-777,989	.00	-777,989.00	-411,470.75	.00	-366,518.25	52.9%

Supplies for new meters
+10k

Restricted Loan

04/18/2018 13:45
808gbrew

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU MAR 31, 2018 50% OF YEAR LAPSED

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glytdbud

FOR 2018 06

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40301 SEWER UTILTIY REVENUES							
33 INTERGOVERN. REVENUE							
33436 GRANT SEWER/WW EPA	-500,000	.00	-500,000.00	-250,000.00	.00	-250,000.00	50.0%
TOTAL INTERGOVERN. REVENUE	-500,000	.00	-500,000.00	-250,000.00	.00	-250,000.00	50.0%
34 CHARGES FOR SERVICES							
34334 WATER LINE INSTALLATION	-2,000	.00	-2,000.00	.00	.00	-2,000.00	.0%
34339 SEWER DECOMMISSION	-1,750	.00	-1,750.00	.00	.00	-1,750.00	.0%
34351 SEWER UTILITY REVENUE	-112,263	.00	-112,263.00	-63,889.43	.00	-48,373.57	56.9%
34352 ELECTRIC CONNECTION SEWER	-3,725	.00	-3,725.00	.00	.00	-3,725.00	.0%
TOTAL CHARGES FOR SERVICES	-119,738	.00	-119,738.00	-63,889.43	.00	-55,848.57	53.4%
36 MISC. REVENUE							
36321 SEWER IMPACT FEE	-42,086	.00	-42,086.00	.00	.00	-42,086.00	.0%
TOTAL MISC. REVENUE	-42,086	.00	-42,086.00	.00	.00	-42,086.00	.0%
38 NON REVENUES							
38006 XFER IN IMPACT FEES	-137,669	.00	-137,669.00	.00	.00	-137,669.00	.0%
38300 XFER IN CAPITAL PROJECT	-215,483	.00	-215,483.00	.00	.00	-215,483.00	.0%
38401 DEBT PROCEEDS - LOAN	-1,925,466	.00	-1,925,466.00	.00	.00	-1,925,466.00	.0%
TOTAL NON REVENUES	-2,278,618	.00	-2,278,618.00	.00	.00	-2,278,618.00	.0%
TOTAL SEWER UTILTIY REVENUES	-2,940,442	.00	-2,940,442.00	-313,889.43	.00	-2,626,552.57	10.7%

Used for WW Loan Pmt

*LOAN WW
FDDT LOAN + BB+T Loan
SBA
Loan*

04/18/2018 13:45
808gbrew

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU MAR 31, 2018 50% OF YEAR LAPSED

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glytdbud

FOR 2018 06

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40533 WATER UTILITY SERVICES							
10 PERSONAL SERVICES							
10110 SALARY	87,843	.00	87,842.57	43,569.84	.00	44,272.73	49.6%
10111 BONUS	1,644	.00	1,644.00	1,013.64	.00	630.36	61.7%
10120 WAGES	243,160	24,498.00	267,658.00	115,985.63	.00	151,672.37	43.3%
10121 BONUS	2,982	.00	2,982.00	1,595.12	.00	1,386.88	53.5%
10140 OVERTIME	9,000	.00	9,000.00	5,009.49	.00	3,990.51	55.7%
10210 FICA	28,182	1,968.00	30,150.00	12,337.28	.00	17,812.72	40.9%
10220 RETIREMENT	20,775	1,225.00	22,000.00	8,185.33	.00	13,814.67	37.2%
10230 HOSPITALIZATION	68,824	.00	68,824.00	23,815.36	.00	45,008.64	34.6%
10233 LIFE INSURANCE	793	.00	792.96	332.86	.00	460.10	42.0%
10236 DENTAL INSURANCE	1,792	.00	1,792.00	540.56	.00	1,251.44	30.2%
10240 WORKERS COMPENSATION	13,629	1,215.00	14,844.00	4,322.06	.00	10,521.94	29.1%
TOTAL PERSONAL SERVICES	478,624	28,906.00	507,529.53	216,707.17	.00	290,822.36	42.7%
30 OPERATING EXPENSES							
30311 ENGINEERING FEES	2,500	.00	2,500.00	.00	.00	2,500.00	.0%
30315 CONSUMPTIVE USE PERMIT	10,000	.00	10,000.00	.00	.00	10,000.00	.0%
30320 AUDIT FEES	8,750	.00	8,750.00	3,750.00	.00	5,000.00	42.9%
30340 CONTRACTUAL SERVICES	84,919	.00	84,919.00	40,030.61	.00	44,888.39	47.1%
30344 BANK FEES/SERVICE CHARGES	0	.00	.00	1,716.84	.00	1,716.84	100.0%
30400 TRAVEL/PER DIEM	500	.00	500.00	.00	.00	500.00	.0%
30410 COMMUNICATIONS	10,948	.00	10,948.00	4,583.60	.00	6,364.40	41.9%
30420 POSTAGE	11,314	.00	11,314.00	4,511.88	.00	6,802.12	39.9%
30430 ELECTRIC	36,504	.00	36,504.00	21,147.02	.00	15,356.98	57.9%
30440 RENTAL OF EQUIPMENT	500	.00	500.00	.00	.00	500.00	.0%
30450 INSURANCE	12,295	.00	12,295.00	6,190.48	.00	6,104.52	50.3%
30460 REPAIRS	30,000	.00	30,000.00	11,706.83	.00	18,293.17	39.0%
30462 VEHICLE REPAIRS/MAINT	4,500	.00	4,500.00	123.07	.00	4,376.93	2.7%
30463 EQUIPMENT REPAIRS/MAINT	6,000	.00	6,000.00	546.37	.00	5,453.63	9.1%
30464 FACILITIES REPAIRS/MAINT	12,500	.00	12,500.00	1,850.25	.00	10,649.75	14.8%
30466 FIRE HYDRANT REPLACEMENT	7,500	.00	7,500.00	.00	.00	7,500.00	.0%
30470 PRINTING & COPYING	500	.00	500.00	.00	.00	500.00	.0%
30480 ADVERTISING	500	.00	500.00	1,000.00	.00	500.00	200.0%
30490 MISC EXPENSE	20,000	-20,000.00	.00	.00	.00	.00	.0%

moved Rob

2440

+3k

+500

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808gbrew

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU MAR 31, 2018 50% OF YEAR LAPSED

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FOR 2018 06

ACCOUNTS FOR:
400 UTILITY FUND

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30510 OFFICE SUPPLIES	1,000	.00	1,000.00	1,084.45	.00	+500 -84.45	108.4%
30520 SUPPLIES	29,700	45,584.00	75,284.00	16,634.46	17,766.62	+10K 40,882.92	45.7% <i>fm Rev</i>
30521 UNIFORMS	2,375	.00	2,374.80	1,055.42	.00	1,319.38	44.4%
30522 FUEL	8,000	.00	8,000.00	4,770.47	.00	3,229.53	59.6%
30542 TRAINING & EDUCATION	2,000	.00	2,000.00	35.00	.00	1,965.00	1.8%
30544 MEMBERSHIPS	1,500	.00	1,500.00	920.00	.00	580.00	61.3%
TOTAL OPERATING EXPENSES	304,305	25,584.00	329,888.80	121,656.75	17,766.62	190,465.43	42.3%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	4,500	-4,490.00	10.00	9.90	.00	.10	99.0%
60655 SYSTEM IMPROVEMENTS <i>466a</i>	150,000	.00	150,000.00	.00	.00	-4K 150,000.00	.0%
TOTAL CAPITAL OUTLAY	154,500	-4,490.00	150,010.00	9.90	.00	150,000.10	.0%
70 DEBT SERVICE							
70743 FDOT HWY CONSTRUCTION LOAN	14,187	.00	14,187.00	.00	.00	14,187.00	.0%
TOTAL DEBT SERVICE	14,187	.00	14,187.00	.00	.00	14,187.00	.0%
90 NON-OPERATING							
90940 CONTINGENCY FUND	50,000	-50,000.00	.00	.00	.00	.00	.0%
90991 BAD DEBT EXPENSE	750	.00	750.00	.00	.00	750.00	.0%
TOTAL NON-OPERATING	50,750	-50,000.00	750.00	.00	.00	750.00	.0%
TOTAL WATER UTILITY SERVICES	1,002,365	.00	1,002,365.33	338,373.82	17,766.62	646,224.89	35.5%

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU MAR 31, 2018 50% OF YEAR LAPSED

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glytdbud

FOR 2018 06

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640 EQUIPMENT PURCHASES	160,000	.00	160,000.00	736.52	.00	159,263.48	.5%
60655 SYSTEM IMPROVEMENTS <i>LLSWR</i>	1,846,452	.00	1,846,452.43	1,364,898.02	18,126.44	463,427.97	74.9%
TOTAL CAPITAL OUTLAY	2,006,452	.00	2,006,452.43	1,365,634.54	18,126.44	622,691.45	69.0%
70 DEBT SERVICE							
70740 DEBT SERVICE LOAN PRINC SR	111,301	.00	111,301.00	55,291.83	.00	56,009.17	49.7%
70741 INTEREST SEWER SRF LOAN #1	3,722	.00	3,722.00	1,910.16	.00	1,811.84	51.3%
70742 INTEREST SEWER SRF LOAN #2	22,647	.00	22,647.00	11,632.24	.00	11,014.76	51.4%
70744 INTEREST SEWER BB&T BANK L	58,250	.00	58,250.00	29,125.01	.00	29,124.99	50.0%
70745 DEBT SERV LOAN PRINC BB&T	143,046	.00	143,046.00	.00	.00	143,046.00	.0%
TOTAL DEBT SERVICE	338,966	.00	338,966.00	97,959.24	.00	241,006.76	28.9%
90 NON-OPERATING							
90919 TRANSFER TO RETAINED EARNI	45,975	.00	45,975.00	.00	.00	45,975.00	.0%
90940 CONTINGENCY FUND	50,000	-10,000.00	40,000.00	.00	.00	40,000.00	.0%
TOTAL NON-OPERATING	95,975	-10,000.00	85,975.00	.00	.00	85,975.00	.0%
TOTAL SEWER UTILITY SERVICES	2,656,066	.00	2,656,065.67	1,534,992.87	18,126.44	1,102,946.36	58.5%

*Sewer Impact
Fees =
CIP*

*45K
11K*

1,534,992.87

58.5%



**AGENDA ITEM
NUMBER
5f**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-023 Building and Zoning Fees Revision		
For the Meeting of:	May 10, 2018		
Submitted by:	City Manager/Community Development		
Date Submitted:	May 3, 2018		
Are Funds Required:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	Resolution adopting the building and zoning fee schedule.		
Action to be Taken:	Adopt Resolution 2018-023		
Staff's Recommendation:	Approval.		
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular Consent agenda: _____
Mayor

RESOLUTION 2018-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A FEE SCHEDULE FOR BUILDING AND ZONING FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized pursuant to Chapter 166, Florida Statutes and Sec. 99.30 of the City of Fruitland Park Code of Ordinances to impose fees to cover the costs associated with regulation of an activity or property use; and

WHEREAS, the City Commission desires to recover expenses incurred to regulate an activity or property use; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, has determined the fees set forth herein are proper regulatory fees and the fees do not exceed the cost of the regulatory activity.

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

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Commission hereby adopts the Fee Schedule attached hereto as **Exhibit A**.
3. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this 10th day of May, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor Gunter	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Lewis	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Ranize	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT A

BUILDING AND ZONING FEE SCHEDULE

ADMINISTRATIVE

<u>Administrative Fee</u>	<u>15% of permit fees minimum \$7.50</u>
<u>Application Fee Commercial</u>	<u>\$50</u>
<u>Application Fee Residential</u>	<u>\$25</u>
<u>Driveway Commercial</u>	<u>\$50</u>
<u>Driveway Residential</u>	<u>\$25</u>
<u>Fence Permit Commercial</u>	<u>\$100</u>
<u>Fence Permit Residential</u>	<u>\$50</u>
<u>State Surcharge DBPR</u>	<u>Per Florida Statute</u>
<u>State Surcharge DBPR</u>	<u>Per Florida Statute</u>
<u>Special Events Fee</u>	<u>\$100</u>
<u>Zoning Clearance Commercial</u>	<u>\$50</u>
<u>Zoning Clearance Residential</u>	<u>\$25</u>

Any person failing to obtain any of the above listed building permits, if required or if necessitated by the project, prior to commencement of construction shall be charged double the charge shown above for each required permit which the person failed to timely obtain.

COMMERCIAL FEES

Commercial Building New	\$50 plus \$5.75 per 1,000 value
Commercial Building Add/Remodel	\$50 plus \$7 per 1,000 value
Commercial Demolition	\$300
Commercial Plan Review	Half of the building permit fees, minimum \$100
Commercial Plan Re-review	\$100 Plus 1.25 per \$1,000 value
Commercial Electric	\$75 Plus .70 per 1,000 value
Commercial HVAC	\$75 Plus .70 per 1,000 value

Commercial Plumbing \$75 Plus .70 per 1,000 value

Commercial Gas \$75 Plus .70 per 1,000 value

Irrigation to be charged as plumbing permit

RESIDENTIAL FEES

Residential Building New \$40 plus 4.10 per 1,000 value

Residential Building Add/Remodel \$40 Plus 6 per 1,000 value

Residential Demolition \$150

Residential Plan Review half of the building permit, minimum \$40

Residential Plan Re-Review \$40 Plus .40* \$1,000 job value

Residential Electric \$40 Plus .70 per 1,000 value

Residential Plumbing \$40 Plus .70 per 1,000 value

Residential HVAC \$40 Plus .70 per 1,000 value

Residential Gas \$40 Plus .70 per 1,000 value

Irrigation to be charged as plumbing permit

OTHER FEES

To be charged at the discretion of the building official

Residential Pool \$300

Residential Pool Gas ~~Flat Fee~~ \$360

Residential Pool Gas/Solar ~~Flat Fee~~ \$375

Residential Pool Solar ~~Flat Fee~~ \$360

Building Accessory ~~Flat Fee~~ \$40

Building Accessory Plan Review \$40

Reinspection Fee \$50

Extra Inspection Fee* \$40

THE FINAL VALUE OF ALL PERMITS TO BE DETERMINED BY THE BUILDING OFFICIAL.

~~VALUE OF PERMITS~~ IS BASED ON THE LATEST EDITION OF THE ICC VALUATION TABLES AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL.

*TO BE CHARGED AT THE DISCRETION OF THE BUILDING OFFICIAL WHEN THE MINIMUM FEES COLLECTED WILL NOT COVER THE COST ASSOCIATED WITH PROVIDING THE SERVICE LEVEL NECESSARY.



**AGENDA ITEM
NUMBER
5g**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Public Hearing - Ordinance 2018-013 Building and Zoning Fees			
For the Meeting of:	May 10, 2018			
Submitted by:	City Manager/City Attorney			
Date Submitted:	April 20, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: Building and zoning fees under Chapter 99 adopted by resolution. The first reading was held on April 26, 2018.				
Action to be Taken: Enact Ordinance 2018-013 to become effective immediately as provided by law.				
Staff's Recommendation: Approval.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SEC. 99.30 IN CHAPTER 99 OF THE CODE OF ORDINANCES TO AUTHORIZE THE CITY COMMISSION TO SET BUILDING AND ZONING FEES BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized pursuant to Chapter 166, Florida Statutes to impose fees to cover the costs associated with regulation of an activity or property use; and

WHEREAS, the Commission finds it more efficient to set fees by resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Amendment. Section 99.30 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 99.30. – Building and zoning fees.

The city is authorized to impose a fee for the regulation of an activity or property use. The City Commission shall establish the fees for building permits and planning and zoning by resolution.

Section 3. Inclusion in Code. It is the intent of the Commissioners that the provisions of this Ordinance shall become and be made a part of the City of Fruitland Park Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein.

Section 5. Conflicts. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective immediately upon final adoption.

PASSED and ORDAINED this 10th day of May, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor Gunter	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Lewis	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Ranize	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

First Reading: April 26, 2018

Second Reading:



**AGENDA ITEM
NUMBER
5h**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Public Hearing - Ordinance 2018-005 Golf Carts			
For the Meeting of:	May 10, 2018			
Submitted by:	City Manager/City Attorney			
Date Submitted:	April 20, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes (map forthcoming)			
Description of Items: Golf carts operation and low speed vehicles. The first reading was held on April 26, 2018.				
Action to be Taken: Enact Ordinance 2018-005 to become effective immediately as provided by law.				
Staff's Recommendation: Approval.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 73 OF THE CODE OF ORDINANCES RELATING TO THE OPERATION OF GOLF CARTS AND LOW-SPEED VEHICLES WITHIN THE CITY OF FRUITLAND PARK; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park has certain responsibilities for the public health, safety and welfare within the municipal limits; and

WHEREAS, Chapter 166, Florida Statutes, authorizes municipalities to adopt ordinances to protect the citizen's health, safety and welfare, in exercise of the City's police power; and

WHEREAS, the City Commission has considered the speed, volume, and character of motor vehicle traffic using the roads and streets named herein and finds that golf carts may safely travel on or cross the public roads or streets listed in this ordinance;

WHEREAS, the City Commission has determined that it is in the best interests of the City to regulate the operation of golf carts on public streets within the City; and

WHEREAS, the City of Fruitland Park has advertised as required by law for a public hearing prior to adoption of this Ordinance; and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida hereby finds and declares that the adoption of this ordinance is necessary, appropriate, and in the public interest of the citizens of this community.

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Amendment. Chapter 73 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

CHAPTER 73. - GOLF CARTS AND LOW-SPEED VEHICLES

Sec. 73.01. - Definitions.

Golf cart. Pursuant to F.S. 316.003(26), a "golf cart" is defined as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes.

Low-speed vehicle. Pursuant to F.S. § 320.01(41), a low-speed vehicle is any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including but not limited to, neighborhood electric vehicles. Said vehicles must conform to the safety standards in 49 C.F.R. 571.500 and F.S. § 316.2122.

Sec. 73.02. - Low-speed vehicles.

- (1) Low-speed vehicles may be operated on any street within the city limits where the posted speed limit is 35 miles per hour or less. Pursuant to F.S. § 316.2122(1), this does not prohibit a low-speed vehicle from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.
- (2) A low-speed vehicle operated on any street within the city limits must:
 - (a) meet the minimum equipment standards as established by Florida Statutes; and
 - (b) be registered and insured in accordance with F.S. § 320.02.
- (3) Any person operating a low-speed vehicle on any street within the city limits must have in his or her possession a valid driver's license.
- (4) Low-speed vehicles may be operated at any time.

Sec. 73.03. - Authorization to Operate Golf Carts

- (1) Golf carts meeting the definition set forth in section 73.01 may be operated on all of the public roads and streets within the corporate limits of the City of Fruitland Park where the posted speed limit is 30 miles per hour or less except as specified below:
 - a. Golf carts are prohibited from operating on Dixie Avenue, Miller Street, Rose Avenue/CR 468/Willard Avenue, 466A, U.S. Highway 441/27 and Picciola Road, except at controlled intersections specified in a resolution adopted by the City Commission. Each designated controlled intersection shall be posted with signage.
- (2) Golf cart operation on sidewalks is prohibited.
- (3) In accordance with Florida law, a golf cart may not be operated on public roads or streets by any person under the age of 14.

Sec. 73-04. Equipment and Minimum Standards

All golf carts operated on any street shall meet the minimum equipment standards established by Florida Statutes.

Sec. 73-05. Hours of Operation

Golf carts shall only be permitted to operate on any street specified in section 73-03 during the hours between sunrise and sunset, except if equipped with headlights, brake lights, turn signals, and a windshield, then may operate between sunset and sunrise.

Sec. 73-06. Compliance with Traffic Laws

Golf carts and low-speed vehicles shall comply with all applicable local and State traffic laws, and may be ticketed for traffic violations in the same manner as motor vehicles.

Sec. 73-07. Enforcement

A violation of this chapter is enforceable in the manner provided by Florida law. Additionally, the City of Fruitland Park shall have the authority to enforce the provisions set forth herein to include, but not be limited to, issuing notices of violation and processing such violations through the city's code enforcement procedures.

Section 3. Inclusion in Code. It is the intent of the Commissioners that the provisions of this Ordinance shall become and be made a part of the City of Fruitland Park Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein.

Section 5. Conflicts. That all resolutions, parts of resolutions, ordinances or parts of ordinances in conflict herewith are hereby repealed. The following are specifically repealed in full: Ordinances 2014-011, 2012-025, and 2012-018 and Resolution 2012-013.

Section 6. Effective Date. This ordinance shall become effective immediately upon final adoption.

PASSED and ORDAINED this _____ day of May, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor Gunter	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Lewis	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Ranize	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

First Reading: April 26, 2018

Second Reading: _____



**AGENDA ITEM
NUMBER
5i**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Public Hearing - Ordinance 2018-012 MSTU			
For the Meeting of:	May 10, 2018			
Submitted by:	City Manager/City Attorney			
Date Submitted:	April 19, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: City of Fruitland Park's inclusion within the countywide MSTU. The first reading was held on April 26, 2018.				
Action to be Taken: Enact Ordinance 2018-012 to become effective immediately as provided by law.				
Staff's Recommendation: Approval.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018 -012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF FRUITLAND PARK, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT (MSTU) OF THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MSTU FOR A SPECIFIED TERM OF THREE (3) YEARS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County has created a non-profit corporation to provide ambulance services in Lake County; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance service is to create a county-wide municipal taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(1)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipality consents, by ordinance, to be included therein; and

WHEREAS, the City Commission of the City of Fruitland Park previously determined, as set forth in Ordinances 2014-010 and 2015-006, that it is in the best interest of and serves the health, safety and general welfare of the residents of Fruitland Park to include the City of Fruitland Park within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's ordinance expressed its intent to include the City of Fruitland Park within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Commission of the City of Fruitland Park; and

WHEREAS, the consent as set forth in approving Ordinance 2015-006 is due to expire on July 12, 2018; and

WHEREAS, the City Commission of the City of Fruitland Park desires to extend such consent for an indefinite period of time.

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

Section 1. The City Commission of the City of Fruitland Park hereby consents to the inclusion of the City of Fruitland Park within the boundaries of the “Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services.”

Section 2. This consent shall be effective until July 12, 2021; thereby extending the consent term as previously approved in City Ordinance 2014-010 for an additional three (3) years.

Section 3. 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 Ordinance.

Section 4. This Ordinance shall be codified and included in the Municipal Code by the appropriate party. The section of this ordinance may be renumbered or reentered, and the word “Ordinance” may be changed to “Section”, “Article”, or other appropriate designation.

Section 5. This Ordinance shall take effect immediately upon final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2018.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

Attest:

Approved as to form and legality:

Esther B. Coulson, City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading April 26, 2018

Second Reading _____

The Villages®
DAILY SUN

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

Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad # 812901** in the matter of **ORDINANCE 2018-005, 2018-013 & 2018-012** was published in said newspaper in the issues of

MAY 1, 2018

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

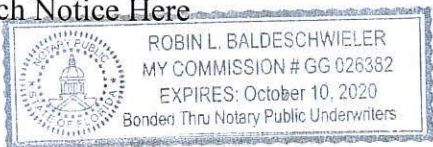

(Signature Of Affiant)

Sworn to and subscribed before me this 1 day May 2018.


Robin L. Baldeschwieler, Notary

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

Attach Notice Here



ORDINANCE 2018-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 73 OF THE CODE OF ORDINANCES RELATING TO THE OPERATION OF GOLF CARTS AND LOW-SPEED VEHICLES WITHIN THE CITY OF FRUITLAND PARK; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

ORDINANCE 2018-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SEC. 99.30 IN CHAPTER 99 OF THE CODE OF ORDINANCES TO AUTHORIZE THE CITY COMMISSION TO SET BUILDING AND ZONING FEES BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

ORDINANCE 2018-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF FRUITLAND PARK, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT (MSTU) OF THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MSTU FOR A SPECIFIED TERM OF THREE (3) YEARS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018.)

The ordinances will be presented for public hearing second reading by the Fruitland Park City Commission at its regular meeting to be held on Thursday, April 26, 2018 at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731. This meeting is open to the public. This ordinance may be reviewed or copies obtained from the city clerk's office at city hall.

Anyone requiring special accommodations at this meeting because of disability or physical impairment should contact the city clerk's office at city hall (352) 360-6727 at least three (3) business days prior to the hearing. (Florida Statutes 286.26)

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. (Florida Statutes 286.0105)
00812901 May 1, 2018



**AGENDA ITEM
NUMBER
5j**

SUPPLEMENTAL AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Quasi-Judicial Public Hearing - Ordinance 2018-009 Gardenia East Boundary Amendment			
For the Meeting of:	May 10, 2018			
Submitted by:	City Manager/City Attorney			
Date Submitted:	April 12, 2018			
Are Funds Required:	<input type="checkbox"/>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items:	Boundary amendment - Petitioner: MRSF1 LLC. The second reading will be held at a later date. (The first reading was held on April 26, 2018.)			
Action to be Taken:	Enact Ordinance 2018-009 subject to DEO's final approval.			
Staff's Recommendation:	Approval.			
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 13.44 ± ACRES OF LAND GENERALLY LOCATED EAST OF US HIGHWAY 27/441 AND NORTH OF REGISTER ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Ryan Hinricher, as Applicant, on behalf of MRSF1, LLC, Owner, requesting that approximately 13.44 ± acres of real property generally located east of US Highway 27/441 and north of Register Road (the “Property”) be annexed to and made a part of the City of Fruitland Park; and

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

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

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

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

Section 1. The following described property consisting of approximately 13.44 acres of land generally located east of US Highway 27/441 and north of Register Road, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: That part of the Northwest ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at a point on the West line of said Section 3 that is 914.4 feet South of the Northwest corner of said Section 3, run thence South along said West line 405.6 feet; thence East 274 feet; thence North 405.6 feet; thence West 274 feet to the point of beginning. Also begin at a point 274 feet East of the Southwest corner of the said Northwest ¼ of the Northwest ¼; run thence East 101 feet; thence North 521 feet; thence East 334 feet; thence North 341 feet; thence West 435 feet to a point North of the point of beginning; thence South 862 feet to the point of beginning. Also, the South 258 feet of the West 506 feet of the East 611 feet of the Northwest ¼ of the Northwest ¼ and the West 334 feet of the East 945 feet of the South 521 feet of the Northwest ¼ of the Northwest ¼, all in Section 3, Township 19 South, Range 24 East, in Lake County, Florida. Less that part of the above described parcels conveyed to Lake County by deed recorded in Official Record Book 335, page 586, Public Records of Lake County, Florida.

Also:

That part of the Northwest ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Southwest

corner of the Northwest ¼ of the Northwest ¼ of said Section 3, run North 89° 52'25" East 375.0 feet for a point of beginning, thence North 00° 15' 30" East 521.0 feet, thence North 89° 52' 25" East 5.73 feet, thence South 00° 27' 55" West 521.0 feet, thence West to the point of beginning.

Parcel Alternate Key No. 2872098

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2018.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

Vice-Mayor Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading April 26, 2018
Passed Second Reading _____
(SEAL)

The Villages[®] DAILY SUN

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

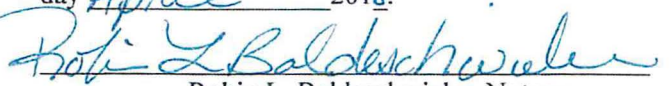
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad** in the matter of **NOTICE OF PUBLIC HEARINGS – ORDINANCE 2018-009**, was published in said newspaper in the issues of

APRIL 9, 2018
APRIL 19, 2018

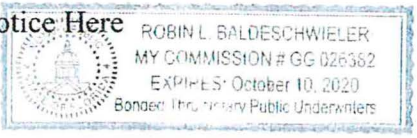
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake,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


(Signature Of Affiant)

Sworn to and subscribed before me this 20
day April 2018.


Robin L. Baldeschwieler, Notary

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

Attach Notice Here 

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2018 - 009

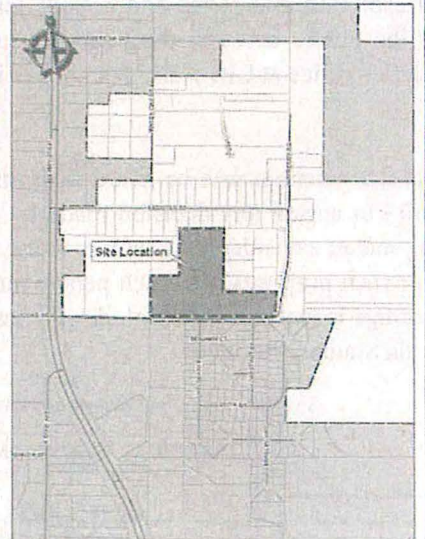
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 13.44 ± ACRES OF LAND GENERALLY LOCATED EAST OF US HIGHWAY 27/441 AND NORTH OF REGISTER ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2018 - 010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 13.44 + ACRES OF THE PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2018 -011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO MULTI-FAMILY LOW DENSITY ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 13.44 + ACRES OF PROPERTY GENERALLY LOCATED NORTH OF REGISTER ROAD AND EAST OF US HIGHWAY 27/441; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.



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

- Fruitland Park Planning & Zoning Meeting on April 19, 2018 at 6:00 p.m.
- Fruitland Park Land Planning Agency Meeting on April 26, 2018 at 6:00 p.m.
- Fruitland Park City Commission Meeting on April 26, 2018 at 6:00 p.m.
- Fruitland Park City Commission Meeting on May 10, 2018 at 6:00 p.m.

All meetings will be held at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 360-6727.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinances. 506 W. Berckman Street, Fruitland Park, FL 34731
A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).



**AGENDA ITEM
NUMBER
5k**

SUPPLEMENTAL AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Quasi-Judicial Public Hearing - Ordinance 2018-011 Gardenia East Comprehensive Plan			
For the Meeting of:	May 10, 2018			
Submitted by:	City Manager/City Attorney			
Date Submitted:	April 12, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: Comprehensive Plan - Petitioner: MRSF1 LLC. The first reading was held on April 26, 2018.				
Action to be Taken: Enact ordinance 2018-011 to become effective 31 days subject to DEO's final order.				
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018 - 011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO MULTI-FAMILY LOW DENSITY ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 13.44 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF REGISTER ROAD AND EAST OF US HIGHWAY 27/441; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Ryan Hinricher as applicant, on behalf of MRSF1, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Multi-Family Low Density" under the Comprehensive Plan for the City of Fruitland Park; and

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

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

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

Section 1: The following described property consisting of approximately 13.44 ± acres generally located north of Register Road and east of US Highway 27/441 as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Multi-family low density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

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

Section 3: Transmittal

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Fruitland Park, Florida.

Section 4: The City Manager or his designee, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Fruitland Park.

Section 5: Severability.

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

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2018.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

Vice-Mayor Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading April 26, 2018

Passed Second Reading _____
(SEAL)

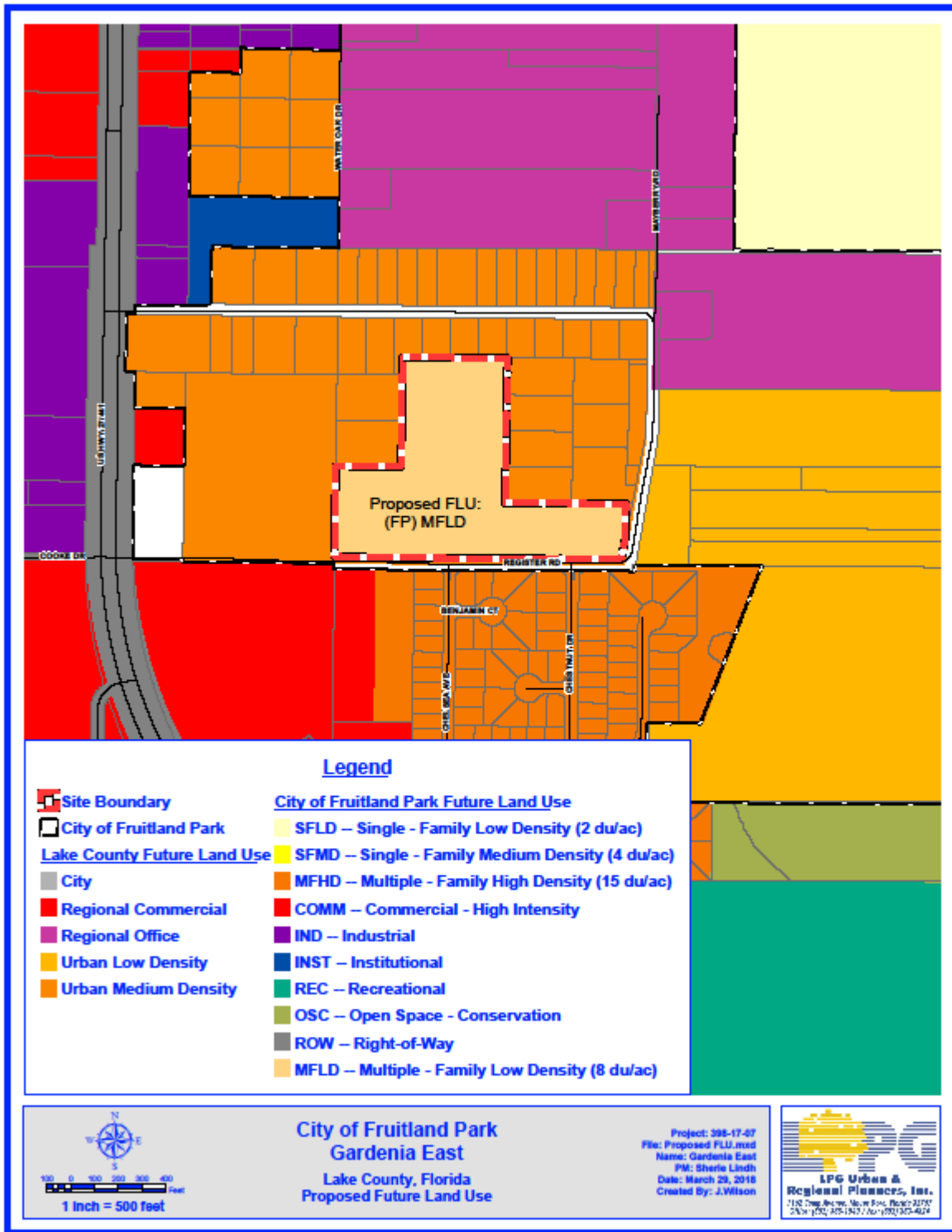
EXHIBIT A

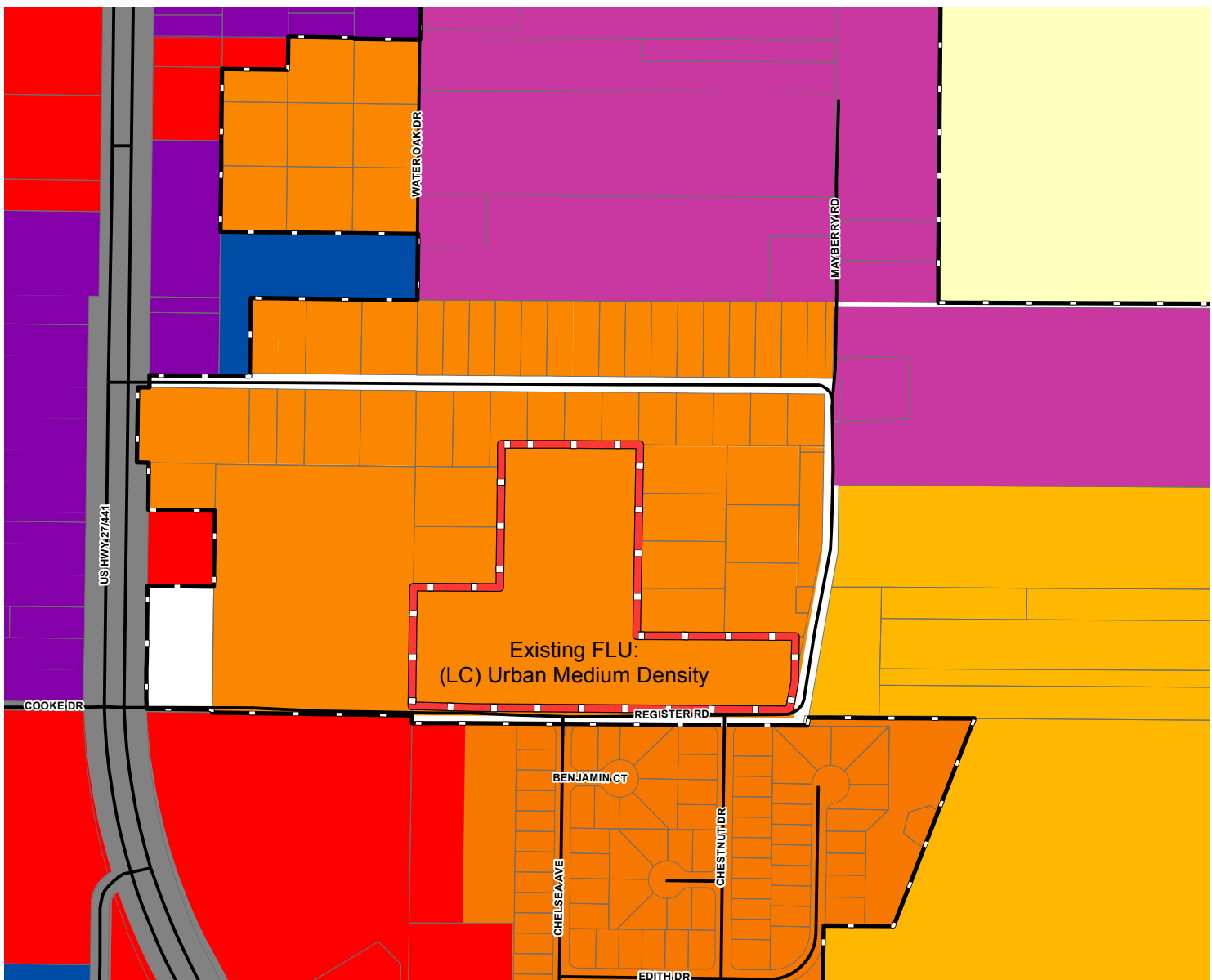
That part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at a point on the West line of said Section 3 that is 914.4 feet South of the Northwest corner of said Section 3, run thence South along said West line 405.6 feet; thence East 274 feet; thence North 405.6 feet; thence West 274 feet to the point of beginning. Also begin at a point 274 feet East of the Southwest corner of the said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; run thence East 101 feet; thence North 521 feet; thence East 334 feet; thence North 341 feet; thence West 435 feet to a point North of the point of beginning; thence South 862 feet to the point of beginning. Also, the South 258 feet of the West 506 feet of the East 611 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West 334 feet of the East 945 feet of the South 521 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 3, Township 19 South, Range 24 East, in Lake County, Florida. Less that part of the above described parcels conveyed to Lake County by deed recorded in Official Record Book 335, page 586, Public Records of Lake County, Florida.

Also:

That part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 3, run North $89^{\circ} 52' 25''$ East 375.0 feet for a point of beginning, thence North $00^{\circ} 15' 30''$ East 521.0 feet, thence North $89^{\circ} 52' 25''$ East 5.73 feet, thence South $00^{\circ} 27' 55''$ West 521.0 feet, thence West to the point of beginning.

EXHIBIT B





Legend

Site Boundary

City of Fruitland Park

Lake County Future Land Use

City

Regional Commercial

Regional Office

Urban Low Density

Urban Medium Density

City of Fruitland Park Future Land Use

SFLD -- Single - Family Low Density (2 du/ac)

SFMD -- Single - Family Medium Density (4 du/ac)

MFHD -- Multiple - Family High Density (15 du/ac)

COMM -- Commercial - High Intensity

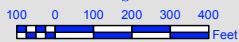
IND -- Industrial

INST -- Institutional

REC -- Recreational

OSC -- Open Space - Conservation

ROW -- Right-of-Way



1 inch = 500 feet

**City of Fruitland Park
Gardenia East**

Lake County, Florida
Existing Future Land Use

Project: 398-17-07
File: Existing FLU.mxd
Name: Gardenia East
PM: Sherie Lindh
Date: April 3, 2018
Created By: J.Wilson





**AGENDA ITEM
NUMBER
51**

SUPPLEMENTAL AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Quasi-Judicial Public Hearing - Ordinance 2018-010 Gardenia East Rezoning			
For the Meeting of:	May 10, 2018			
Submitted by:	City Manager/City Attorney			
Date Submitted:	April 12, 2018			
Are Funds Required:	<input type="checkbox"/>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: Rezoning - Petitioner: MRSF1 LLC. The first reading was held on April 26, 2018.				
Action to be Taken: Enact Ordinance 2018-010 to become effective as provided by law subject to DEO's final approval.				
Staff's Recommendation: Approval.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 13.44 ± ACRES OF THE PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Ryan Hinricher, as Applicant, on behalf of MRSF1, LLC, Owner, requesting that approximately 13.44 acres of real property generally located east of US Highway 27/441 and north of Register Road (the “Property”) be rezoned from Lake County Rural Residential (R-1) to Residential Planned Unit Development (PUD) within the city limits of Fruitland Park; and

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

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

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

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

Section 1. The following described property consisting of approximately 13.44 ± acres of land generally located east of US Highway 27/441 and north of Register Road shall hereafter be designated as PUD, Residential Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on Exhibit “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference.

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

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2018.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

Vice-Mayor Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading April 26, 2018
Passed Second Reading _____
(SEAL)

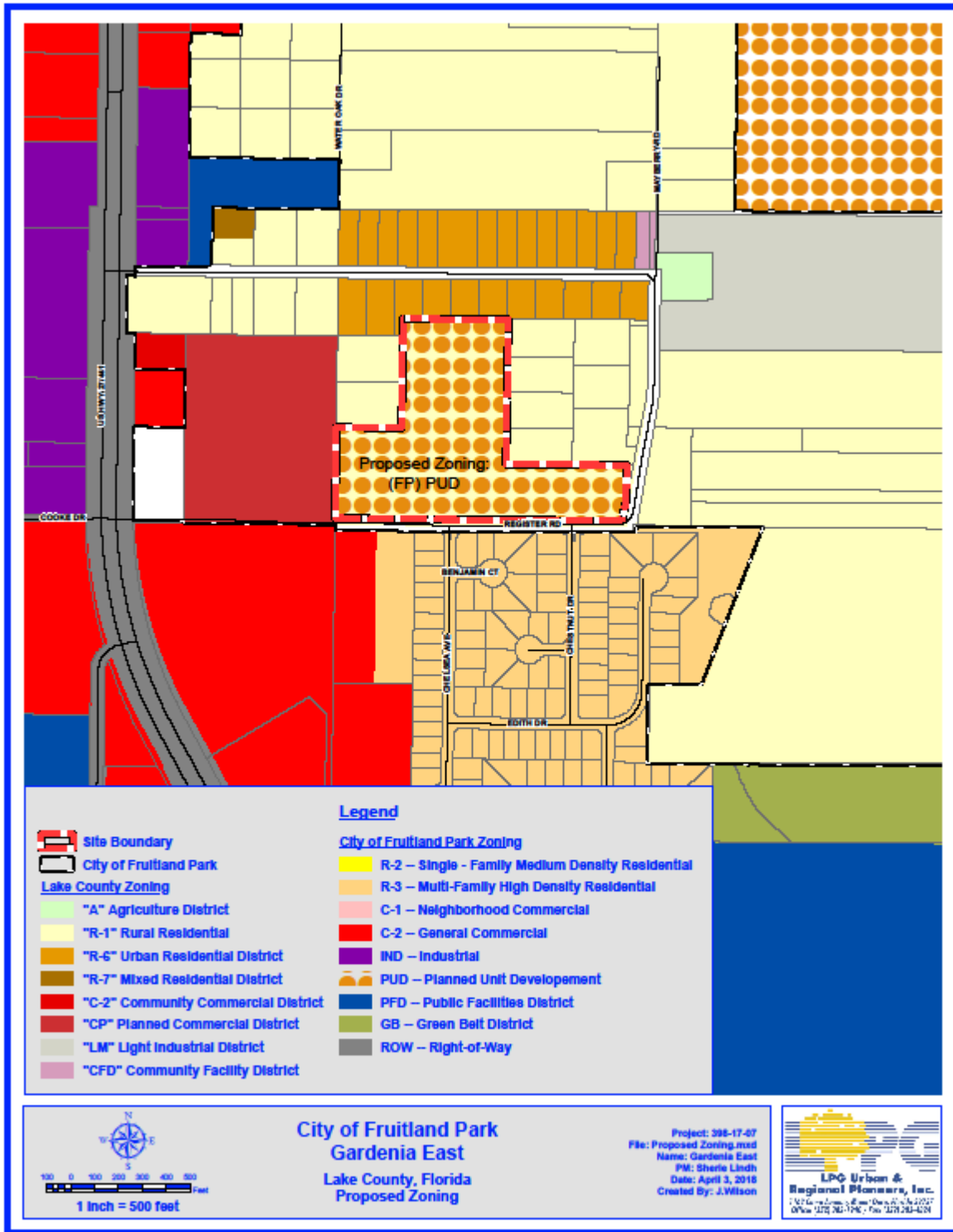
EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at a point on the West line of said Section 3 that is 914.4 feet South of the Northwest corner of said Section 3, run thence South along said West line 405.6 feet; thence East 274 feet; thence North 405.6 feet; thence West 274 feet to the point of beginning. Also begin at a point 274 feet East of the Southwest corner of the said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; run thence East 101 feet; thence North 521 feet; thence East 334 feet; thence North 341 feet; thence West 435 feet to a point North of the point of beginning; thence South 862 feet to the point of beginning. Also, the South 258 feet of the West 506 feet of the East 611 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West 334 feet of the East 945 feet of the South 521 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 3, Township 19 South, Range 24 East, in Lake County, Florida. Less that part of the above described parcels conveyed to Lake County by deed recorded in Official Record Book 335, page 586, Public Records of Lake County, Florida.

Also:

That part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 3, run North $89^{\circ} 52' 25''$ East 375.0 feet for a point of beginning, thence North $00^{\circ} 15' 30''$ East 521.0 feet, thence North $89^{\circ} 52' 25''$ East 5.73 feet, thence South $00^{\circ} 27' 55''$ West 521.0 feet, thence West to the point of beginning.

EXHIBIT "B"



Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the 10th day of May, 2018, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation**, (hereinafter referred to as the "City"), and **MRSF1, LLC.**, a Delaware limited liability company (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 13.44 + acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Fruitland Park and is currently zoned Lake County Rural Residential (R-1) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Multi-family low density."

3. Owner has filed applications for rezoning for the Property as a residential planned unit development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

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

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

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

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

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Wicks Engineering Services, Inc., dated August 29, 2017 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Mixed Use) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

- a. Single family detached residential dwelling units.
- b. Passive and Active Recreation Facilities.
- c. Boat and RV storage within the designated area as shown on the plan. There shall be a 6' solid vinyl privacy fence around the perimeter of the Boat and RV storage area.
- d. Residential units shall not exceed 49.

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

- a. The minimum living area shall be 1,200 square feet for the single family detached homes.
- b. The minimum lot size shall be 4,000 square feet for the detached single family homes.
- c. Minimum lot width for detached single-family shall be 40 feet with a minimum lot depth of 100 feet.
- d. Minimum Setback requirements for detached residential units shall be:

Front: Local Roadways - Twenty feet (20')
Garage Setback from Roadway - Twenty-five feet (25')

Side: Local Roadways - Twenty feet (20')
Another Lot - Five feet (5')

Rear: Local Roadway - Twenty feet (20')
Another Lot - Ten feet (10')

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

- e. Maximum building height shall be limited to thirty five feet (35') for single family; however, if adequate fire protection measures are provided the height limitation may be exceeded, after review by the City Fire Inspector and Building Official with final determination by the City Commission.
- f. Parking: The Applicant will be required to meet the parking requirements of the Fruitland Park Land Development Code.
- g. The maximum building coverage shall not exceed forty percent (40%).

- h. The Property shall not be a 55 and older community.

Section 7. Residential Design Standards. Design Standards shall be as follows:

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

Section 8. Development Phasing. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 9. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points on Register Road. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

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

Section 10. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 11. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that

capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 13. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 14. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a fifteen foot (15') landscape buffer along the perimeter property boundary as shown on the Conceptual Plan consisting of four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs per one hundred feet (100'). All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

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

Section 15. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 16. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 17. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 18. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 19. Active Recreation Facilities. Owner shall submit, as a component of the final site plan, proposed recreation facilities and equipment for the Property. The type of recreation facilities and equipment shall be mutually agreed on by the Owner and City.

Section 20. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor

or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 21. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 22. Due Diligence.

The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 23. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

Section 24. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 25. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 26. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 27. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 28. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park

	506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue
	Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	MRSF1 LLC 2409 Rick Whinery Dr. Austin, TX 78728
Copy to:	

Section 29. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 30. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 31. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 32. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

MRSF1 LLC

Witness Signature

By: _____
Manish Patel, Member

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by Gary Teague and Arthur A. Ayriss who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By: _____
Chris Cheshire, Mayor

Date: _____

Anita Geraci-Carver
City Attorney

ATTEST: _____
Esther B. Coulson
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____ by _____, _____, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at a point on the West line of said Section 3 that is 914.4 feet South of the Northwest corner of said Section 3, run thence South along said West line 405.6 feet; thence East 274 feet; thence North 405.6 feet; thence West 274 feet to the point of beginning. Also begin at a point 274 feet East of the Southwest corner of the said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; run thence East 101 feet; thence North 521 feet; thence East 334 feet; thence North 341 feet; thence West 435 feet to a point North of the point of beginning; thence South 862 feet to the point of beginning. Also, the South 258 feet of the West 506 feet of the East 611 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West 334 feet of the East 945 feet of the South 521 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 3, Township 19 South, Range 24 East, in Lake County, Florida. Less that part of the above described parcels conveyed to Lake County by deed recorded in Official Record Book 335, page 586, Public Records of Lake County, Florida.

Also:

That part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 3, run North $89^{\circ} 52' 25''$ East 375.0 feet for a point of beginning, thence North $00^{\circ} 15' 30''$ East 521.0 feet, thence North $89^{\circ} 52' 25''$ East 5.73 feet, thence South $00^{\circ} 27' 55''$ West 521.0 feet, thence West to the point of beginning.

EXHIBIT "B"

THE PLAN

GARDENIA EAST CITY OF FRUITLAND PARK, FLORIDA

LEGAL DESCRIPTION

DESCRIPTION - O.R. 1003, PAGE 1473

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST LINE OF SAID SECTION 3 THAT IS 914.4 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 3, RUN THENCE SOUTH ALONG SAID WEST LINE 405.6 FEET; THENCE EAST 274 FEET; THENCE NORTH 405.6 FEET; THENCE WEST 274 FEET TO THE POINT OF BEGINNING. ALSO BEGIN AT A POINT 274 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; RUN THENCE EAST 101 FEET; THENCE NORTH 521 FEET; THENCE EAST 334 FEET; THENCE NORTH 341 FEET; THENCE WEST 435 FEET TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 862 FEET TO THE POINT OF BEGINNING. ALSO, THE SOUTH 258 FEET OF THE WEST 506 FEET OF THE EAST 611 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 334 FEET OF THE EAST 945 FEET OF THE SOUTH 521 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. LESS THAT PART OF THE ABOVE-DESCRIBED PARCELS CONVEYED TO LAKE COUNTY BY DEED RECORDED IN OFFICIAL RECORDS BOOK 335, PAGE 586, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

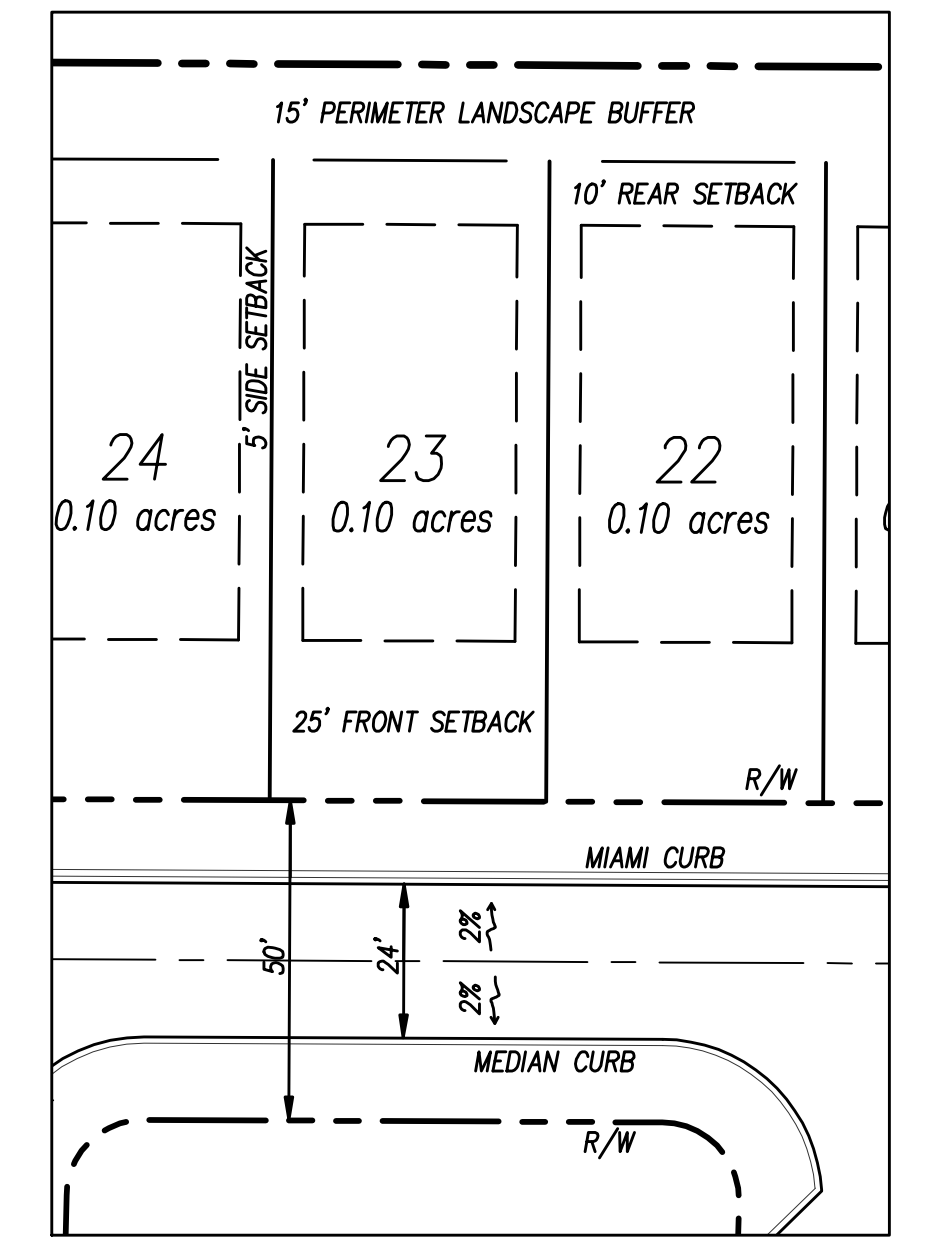
FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°52'25" EAST 375.0 FEET FOR A POINT OF BEGINNING, THENCE NORTH 00°15'30" EAST 521.0 FEET, THENCE NORTH 89°52'25" EAST 5.73 FEET, THENCE SOUTH 00°27'55" WEST 521.0 FEET, THENCE WEST TO THE POINT OF BEGINNING.

THIS DEED IS MADE SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORDS.

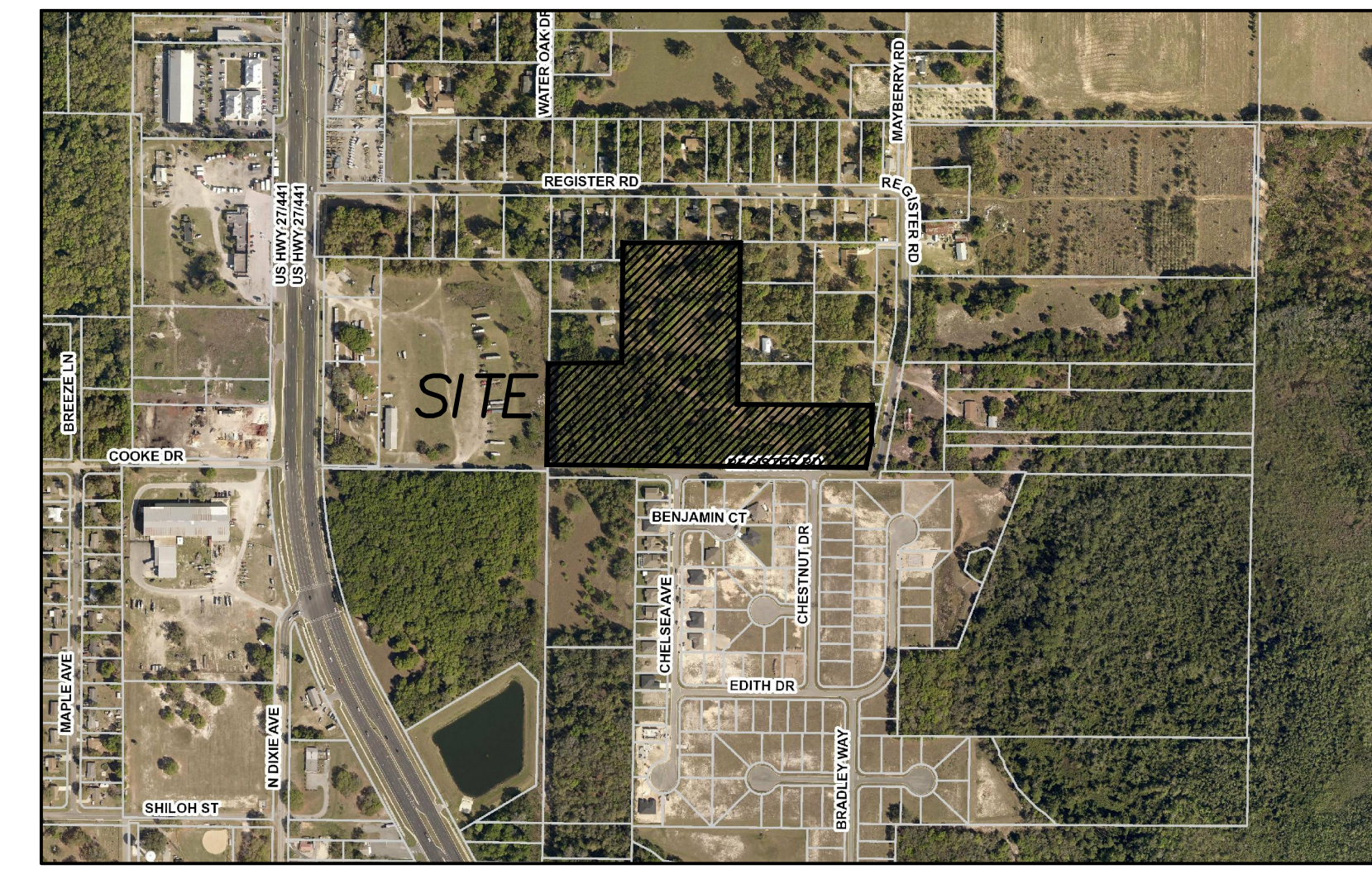
CONTAINING 13.447 ACRES, MORE OR LESS.

THE LANDS SHOWN HEREON LIE ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) ACCORDING TO "FIRM" MAP NO. 12069C0307E AND COMMUNITY NO. 120421 0307 E, DATED DECEMBER 18, 2012.

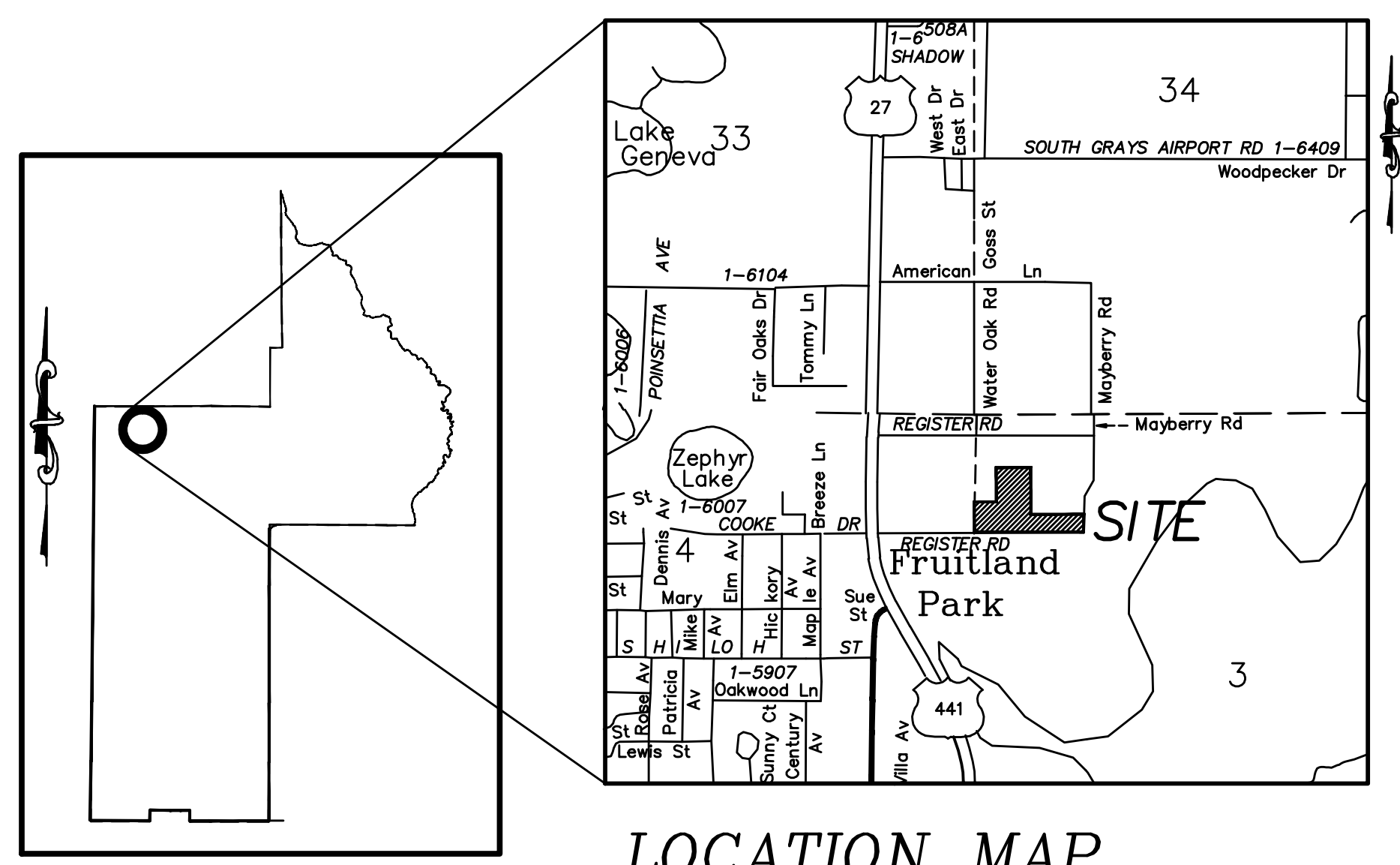
THE ELEVATIONS SHOWN HEREON ARE BASED ON ST. JOHNS RIVER WATER MANAGEMENT DISTRICT DATUM PER BENCH MARK NUMBER 1753-15, ELEVATION = 90.655 (NAVD 1988)



TYPICAL LOT LAYOUT
SCALE: 1"=30'



AERIAL



LOCATION MAP
ALTERNATE KEY: 2872098

Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-8667
C.A. #30062

Ryan Hinricher, Est. 10/15/17
Oak, West Main Street, Suite 101
Winter Garden, FL 34787

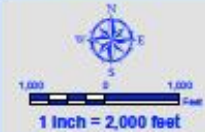
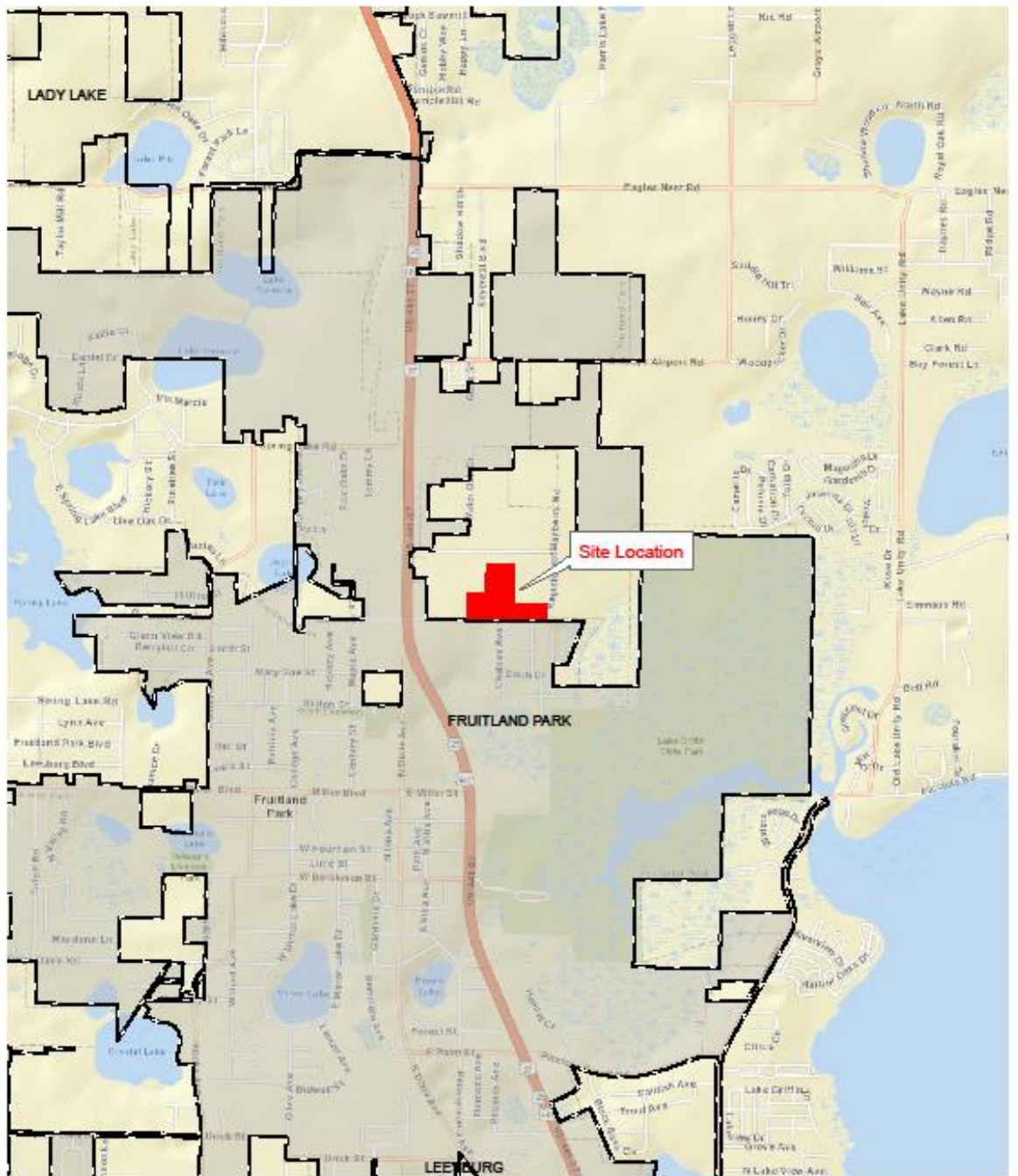
GARDENIA EAST
COVER SHEET
FRUITLAND PARK, FLORIDA

KENNETH R. WICKS, P.E. FL. REG. NO. 33274
DATE:

Drawn:	WSR	REVISION:	DATE:
Checked:	RH		
Date:	8-29-17		
Scale:	AS SHOWN		
File No.:	17140		

Sheet: 1 of 2

Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-8667
C.A. #30062



City of Fruitland Park
Gardenia East
 Lake County, Florida
 Location Map

Project: 396-17-07
 File: Location.mxd
 Name: Gardenia East
 P#: Sherie Lindh
 Date: March 29, 2018
 Created By: J.Wilson





**AGENDA ITEM
NUMBER
6ai-iv**

5

Revised
AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Manager		
For the Meeting of:	May 10, 2018		
Submitted by:	City Manager		
Date Submitted:	May 7, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Items:			
<ul style="list-style-type: none"> i. Vehicle maintenance program – VCDD Public Safety ii. Countywide Public Safety Radios iii. Lake County Addressing – City Limits iv. <u>Proposed 2018 Road Paving Program</u> 			
Action to be Taken:			
Staff's Recommendation:.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor



CITY OF FRUITLAND PARK FIRE DEPARTMENT



Chief Gilpin and Gary,

Good afternoon, I met with Villages Fire Department Chief Cain today regarding the vehicle maintenance program. Chief Cain has expressed his willingness to allow his fleet maintenance department to take on our fleet of equipment as well. He has given me a tentative fee schedule that he is willing to meet and negotiate.

Chief Cain would prefer this information to be in an MOU between departments with one stipulation up front. In order for him to take this responsibility on he would need the fleet to be gone through from bumper to bumper to identify any issue and bring them up to par as needed.

This MOU would also cover our fleet 24/7 as they have a mechanic on call all the time. With that said here is the fee schedule for discussion:

- Hourly rate: 50.00 per hour
- 15% mark up on parts
- Pump test per unit per year: 500.00
- Ladder test per unit per year: 590.00
- Units to Orlando for exam of front end and bumper to bumper running gear: 1860.00 per unit per year.
- Hose testing yearly: .30 per foot

My opinion would be to contract with Chief Cain in order to get and keep the units up to date with all pump and mechanical work. This MOU will put us in their rotation so issues are hopefully caught early and reduce the overall cost of repairs.

Should you have any questions or concerns Chief Cain is available and open for discussion, thanks for your time in the matter.

Steve Whitaker

c/c Chief Cain



LAKE COUNTY FLORIDA

April 30, 2018

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

Dear Gary:

As you are aware, the countywide public safety (Police/Sheriff, Fire, Ambulance, etc.) radios purchased in 2007 are beyond their 10-year life cycle and Motorola's support for them concludes at the end of 2018.

To help contain costs and address the public safety considerations before support ends, the Board of County Commissioners on April 24, 2018, approved a tentative funding plan to replace all existing public safety radios. The County will identify the revenue to fund radios for its operations (Sheriff's Office, Emergency Medical Services, Fire Rescue, etc.), and we are seeking support from the municipalities to fund their portions. While we all could make our own radio purchases, there is significant financial advantage for the municipalities and County from purchasing all radios at one time. To that end, the Board directed staff to seek a 10-year loan to fully fund the radios countywide with financial support from the municipalities for their radio replacements.

Under this scenario, the County would obtain the full loan, the County would fund its portion of the annual debt service and each municipality would fund their debt service portions over the 10-year life of the loan. We recently completed a competitive procurement for the radio replacements and support, but the financing interest rate and accessories/software/feature configurations through contract negotiations with the vendor have not yet been completed. The intent of this letter is to provide notice of the opportunity and begin moving forward with the project.

The enclosed spreadsheet lists the estimated average pricing per radio based on each entity's current counts. The pricing is based on the replacement of all radios at one time to obtain the most significant discount (52%) for volume purchasing. Should there be less than 100% participation, the individual and overall costs would increase for those participating. Negotiated interest rates on the amount to be borrowed and the radio configurations will drive the final pricing, which we expect to know this summer following a competitive procurement for a loan provider. The enclosed estimates are for budgetary planning only.

Office of Public Safety Support Director Greg Holcomb will reach out in the next week to schedule a meeting with your staff to discuss the specifics. In the meantime, Greg can be reached at gholcomb@lakecountyfl.gov or (352) 253-1818.

Sincerely,

Jeff Cole
County Manager

Enclosure

c: Donald Gilpin, Interim Fire Chief

COUNTY MANAGER'S OFFICE

P.O. BOX 7800 ♦ 315 W. MAIN ST. ♦ SUITE 308 ♦ TAVARES, FLORIDA 32778-7800 ♦ P 352.343.9888 ♦ F 352.343.9495

Board of County Commissioners ♦ www.lakecountyfl.gov

**INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
THE CITY OF FRUITLAND PARK, FLORIDA
FOR LAKE COUNTY ADDRESSING**

THIS INTERLOCAL AGREEMENT (“Agreement”) by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and the CITY OF FRUITLAND PARK, a municipal corporation pursuant to the laws of the State of Florida, hereinafter referred to as “CITY”, for processing Lake County addressing within the limits of the City.

WHEREAS, Section 163.01, Florida Statutes provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the CITY requests the COUNTY administer and process Lake County addressing within the limits of the City of Fruitland Park; and

WHEREAS, having the COUNTY administer and process Lake County addressing within the limits of the CITY would encourage intergovernmental coordination and would reduce risk of inconsistencies in addressing patterns; and

WHEREAS, entry of this Agreement is in the best interests of both parties.

NOW THEREFORE, IN CONSIDERATION of the mutual understandings, conditions and covenants provided for herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **County’s Obligations.**

- A. Pursuant to the terms of this Agreement, the COUNTY agrees to process Lake County addressing within the limits of the City of Fruitland Park, Florida.
- B. The COUNTY shall furnish computing equipment, software, and personnel required to maintain addressing and GIS databases. The COUNTY will operate and maintain the addressing system and standards in accordance with ordinances as enacted by the COUNTY.
- C. COUNTY properties annexed into the CITY may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system.

3. City's Obligations.

- A. Upon the effective date of this Agreement, CITY agrees all new addresses issued to residents of the City of Fruitland Park, Florida shall be processed by the COUNTY and shall meet the COUNTY's addressing standards. The COUNTY's addressing standards are codified in Lake County Code, Chapter 18, Article V entitled "Uniform Street Addressing System". The COUNTY agrees to notify the CITY after adoption by the Board of County Commissioners of an ordinance modify the addressing standards set forth in Lake County Code, Chapter 18, Article V.
- B. The CITY shall appoint a person to serve as a liaison for purposes of receiving and disseminating information within the CITY's limits and for reporting needs, complaints or other information to the COUNTY, particularly to notify the Lake County Office of Public Safety of new structures, subdivisions, or other property within the CITY's limits which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation), and cooperate in

identifying the same for geocoding by the COUNTY. The reporting and accuracy of this information is the sole responsibility of the CITY and the CITY will assume full liability as it relates to city address reporting and verification. The CITY's liaison will consult and cooperate with the COUNTY in the assignment of street names, ranges and addresses in order to avoid unnecessary changes and to make addressing consistent, unique and unambiguous.

- C. The CITY agrees to provide the COUNTY a digital copy of the CITY's addressing grid, or if unavailable, any documents or knowledge that would assist in recreating this grid digitally to be used to address for the CITY and to do so with the CITY's current addressing grid.
- D. Upon written invoice from the COUNTY, the CITY agrees to pay the COUNTY a street naming, renaming, and plan review's fee, per address, in accordance with the schedule of fees established by resolution of the Lake County Board of County Commissioners, as amended. The parties agree and acknowledge that this schedule of fees is subject to change during the term of this Agreement. Payment shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. When an addressing problem or discrepancy regarding addressing or road naming appears, the CITY will be responsible for the enforcement and requirement of residential and commercial buildings within the City's limits to comply with Lake County addressing standards and requirements (i.e. use of approved road name, duplication, postings, signs, changes). Nothing in this Agreement, provides the COUNTY or its employees with authority to enforce the provisions of Lake County Code, Chapter 18, Article V within the City's limits. The CITY agrees to notify its

residents of changes address numbers on signs and buildings within CITY's boundaries when the COUNTY determines changes to current addressing are warranted to remedy inconsistencies or to otherwise confirm with the addressing system.

4. **Term and Termination.** This Agreement shall become effective on the effective date and shall remain in full force and effect unless terminated or amended by a written document executed by both parties. Either party shall have the right to terminate this Interlocal Agreement with or without cause upon thirty (30) days written notice to the other party.

5. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

7. **Notices.**

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY
City Manager
506 West Berckman Street
Fruitland Park, Florida 34731

Copy to:
Lake County Office of Public Safety
P.O. Box 7800
Tavares, Florida 32778

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

8. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

9. **Effective Date.** This Agreement shall become effective upon the date the last party hereto executes it (“effective date”).

10. **Recording.** The parties agree that this Interlocal Agreement may be recorded in the Official Records of Lake County, Florida, at the option of the CITY, at CITY’s expense.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chairman, and the City of Fruitland Park, through its City Commission, signing by and through its Mayor.

{Remainder of page left intentionally blank.}

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND FRUITLAND PARK FOR LAKE COUNTY ADDRESSING

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
Of Lake County, Florida

Timothy I. Sullivan, Chairman

This ____ day of _____, 2018.

Approved as to Form and Legality:

Melanie Marsh, County Attorney

CITY

CITY OF FRUITLAND PARK, FLORIDA

ATTEST:

Esther B. Coulson, City Clerk

Chris Cheshire, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**FISCAL YEAR - FEE SCHEDULE
PUBLIC SAFETY SUPPORT -- INTER-LOCAL AGREEMENT(S)**

PUBLIC SAFETY SUPPORT	PROPOSED
Public Safety Plan Review Fees	
Conditional Use Permit (CUP) Review	
Rezoning Review	
Lot Split Review	
Developer's Agreement Review	
General Development Review - Presubmittal	
Subdivision Applications - Preliminary Plat Review	
Minor Site Plan Review	
Major Site Plan Review	
Field Visit Review/Research	
Uniform Street Addressing Fees	
Address Assignment (per address) (GIS)	
Road Name Reservations (per road) [Typically Related to Plan Review]	
Road Naming/Renaming (per petition)	



506 W. Berckman Street
Fruitland Park, Florida 34731

Tel. (352) 360-6727
Fax. (352) 360-6686

TO: Mayor
Commissioners

FROM: Gary La Venia, City Manager

DATE: Wednesday, May 09, 2018

RE: Proposed 2018 Road Paving Program

Attached find the list of streets I am recommending be considered for resurfacing during the current budget cycle.

I, along with the Public Works Director, road the City several times for the expressed purpose of examining and evaluating the current condition of the streets.

The primary factors considered were road condition and frequency of travel on a given cart way with condition being the foremost factor.

The City has \$120,000 for the 2018 road program. There are clearly streets where major decisions must be made that involve costly repairs such as Sunset Way and Old Dixie I mention this because it has been the focus of some discussion over the last year.

Should the Commission decide to proceed we will begin soliciting quotes immediately.

Thank you.



Public Works Department
506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6795
Fax. (352) 360-6793
Email: dbogle@fruitlandpark.org

May 9, 2018

Street Repave List 2018

1. Mirror Lake, Fruitland St to Berckman St.
2. Olive St, Tropic Cr.to Mirror Lake
3. Fruitland St. Dixie to Fox Hill
4. Griffen St. Gardenia St to Dixie Av.
5. Forest St Dixie Av to Hwy 27/441
6. Millings for Old Dixie St. and Seminole St.

- I will get bids on these Streets and if any more funds are still available I will look at other Streets we can resurface.

Dale Bogle
Public Works Director



**AGENDA ITEM
NUMBER
7**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments			
For the Meeting of:	May 10, 2018			
Submitted by:	City Clerk			
Date Submitted:	May 1, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item:				
<p>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.</p> <p>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.</p>				
Action to be Taken: None.				
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the agenda: _____
Mayor¹

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

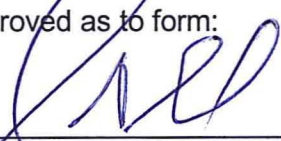
ATTEST:


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