



FRUITLAND PARK CITY COMMISSION REGULAR MEETING AGENDA

June 14, 2018 (Revised 06/11/18)

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 – Pastor Rick Welborne, Life Church Assembly of God

Pledge of Allegiance – Police Chief Michael Fewless

2. ROLL CALL

3. CONSENT AGENDA

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

Approval of Minutes (city clerk)

March 22, 2018 regular meeting minutes and
April 5, 2018 workshop meeting minutes.

4. REGULAR AGENDA

(a) Fire Department Equipment Vehicle Quotes (city manager/interim fire chief)

Consideration on the following quotes:

- Enforcement One Inc., Acme Auto Leasing LLC;
- AutoNation Chevrolet, Mooring Tech, and
- Alan Jay Fleet Sales, National Joint Powers Alliance, GM

(b) Storm Debris Collection ILA – Discussion (city manager/city attorney)

Discussion on storm debris collection interlocal agreement with Lake County.

(c) Resolution 2018-030 Vehicle Maintenance Program – VCDD Public Safety – MOU (city manager/city attorney/interim fire chief)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGES PUBLIC SAFETY DEPARTMENT, A DEPARTMENT OF THE VILLAGES COMMUNITY DEVELOPMENT

DISTRICTS, AND THE CITY OF FRUITLAND PARK;
PROVIDING FOR AN EFFECTIVE DATE

- (d) **Resolution 2018-032 Countywide Emergency Network Radios ILA** (city manager/city attorney) (revised)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND LAKE COUNTY EMERGENCY MEDICAL SERVICES, INC., AND THE MUNICIPALITIES OF LAKE COUNTY AND LAKE COUNTY SHERIFF PEYTON C. GRINNELL FOR COUNTY-WIDE EMERGENCY NETWORK RADIOS; PROVIDING FOR AN EFFECTIVE DATE.

- (e) **2018 Revised Meeting Schedule** (city manager)
Consider the approval of the 2018 revised meeting schedule.

- (f) **Resolution 2018-017 Lake County Fuel Tax** (city attorney)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, AND MUNICIPALITIES RELATING TO LOCAL OPTION FUEL TAX; PROVIDING FOR AN EFFECTIVE DATE.

- (g) **Resolution 2018-021 Shiloh Street ILA** (city manager/city attorney)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SHILOH STREET INFRASTRUCTURE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

- (h) **Second Reading and Public Hearing - Resolution 2018-018 Closing and Vacating 50' Platted ROW - Hurst Street** (city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; CLOSING AND VACATING A 50' PLATTED RIGHT OF WAY KNOWN AS HURST STREET, THE NORTH RIGHT OF WAY LINE ABUTTING THE SOUTH LINE OF LOTS 2, 3 AND 4, BLOCK 43, AND THE SOUTH RIGHT OF WAY LINE ABUTTING THE NORTH LINE OF LOTS 5, 6, AND 7, BLOCK 43, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY; PROVIDING FOR DIRECTION TO THE CITY CLERK TO INCLUDE RECORDATION;

PROVIDING FOR AN EFFECTIVE DATE. (First reading was held on May 24, 2018.)

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

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 and continued from May 10, 2018.)

END OF PUBLIC HEARING

5. OFFICERS' REPORTS

(a) City Manager - Leesburg Aquatics Club – Swim Team Contract
Discuss the contract between Leesburg Aquatics Club Inc. to utilize the Gardenia Park Swimming Pool, to provide training and practice to the swim team.

(b) City Attorney

- i. Notice of Claim – James Hartson**
- ii. Notice of Claim – Larry Odum**
- iii. Traffic Control – County Road**

6. 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.

7. COMMISSIONERS' COMMENTS

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

8. MAYOR'S COMMENTS

9. 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.

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 13, 2018, Movie on the Lawn, City Hall Lawn, TBD

July 25, 2018, City Commission Special at 6:00 p.m.

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

August 9, 2018, City Commission Regular at 6:00 p.m.

August 10, 2018, LCLC Four-Hour Ethics Training Session, Lake Legislative Delegation, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 8:30 a.m.

August 13, 2018, Lake County Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.

August 15-18, 2018, Florida League of Cities' 92nd Annual Conference, The Diplomat Beach Resort, 3555 South Ocean Drive, Hollywood, Florida 33019 at 7:30 a.m.

August 22, 2018, Lake-Sumter Metropolitan Planning Organization Governing Board, 225 W Guava Street, Lady Lake, Florida 32159 at 2:00 p.m.

August 23, 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**

CONSENT AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Draft Minutes		
For the Meeting of:	June 14, 2018		
Submitted by:	City Clerk		
Date Submitted:	June 7, 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 22, 2018 regular and April 5, 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 REGULAR MEETING
MINUTES
March 22, 2018**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, March 22, 2018 at 6:00 p.m.

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

Members Absent: Commissioner Rick Ranize.

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Interim Fire Chief Don Gilpin, Deputy Fire Chief Tim Yoder; Madison Leary, Fire Department, Community Development Director Tracy Kelley, Parks and Recreation Director Michelle Yoder, Public Works Director Dale Bogle, Police Chief Mike Fewless, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Cheshire called the meeting to order at 6:03 p.m.; Pastor “Greg” Gregory Brown, Leesburg Church of the Nazarine, gave the invocation, and Chief Fewless led in the Pledge of Allegiance to the flag.

2. ROLL CALL

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

By unanimous consent, the city commission approved the excused absence of Commissioner Ranize as he is away ill from this evening’s meeting.

3. PRESENTATIONS

(a) Special Presentation 2018 Fruitland Park 5k Love Run

Ms. Yoder acknowledged the sponsors of the annual February 14, 2018 Fruitland Park Love Run where 84 runners participated; announced that proceeds from the event totaled \$3,045 which will be divided with Community United Methodist Church (CUMC) Pantry who worked with the city on the event, and presented a check to CUMC for \$1,522.50.

On behalf of the city commission, Mayor Cheshire thanked CUMC for their support and said check was presented.

Reverend Debra Allen, CUMC, expressed her gratitude and accepted the check on behalf of the families who would benefit from the church’s food pantry.

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In response to Mayor Cheshire's inquiry, Ms. Yoder explained that the parks and recreation department is currently working with the running group timing company.

(b) April 2018 - Water Conservation Month Proclamation

Mayor Cheshire read into the record, a proclamation designating April 2018 as *Water Conservation Month* and encouraged the citizens and businesses to help protect precious resource by practicing water-saving measures on the need to save water.

Ms. Susan Davis, St. John's River Water Management District, accepted the proclamation and thanked the city commission. She gave reasons on the importance of such recognition and acknowledged the city's joint efforts with other local governments throughout the state informing the state legislatures on the importance of saving water with communities together.

(c) April 8 to 14, 2018, National Library Week and April 10, 2018 National Library Worker's Day Proclamation

By unanimous consent and upon Mayor Cheshire's suggestion, the city commission postponed the recognition of *National Library Week and National Library Worker's Day* proclamation to the next meeting at staff's request.

(d) May 6 – 12, 2018 - NAOSH Safety and Health Week and May 9, 2018 Occupational Safety and Health Professionals Day Proclamation

Mayor Cheshire read into the record, a proclamation designating the week of May 6 to 18, 2018 as the North American Occupational Safety and Health Week and May 9, 2018 as *Occupational Safety and Health Professionals Day*. He encouraged health and safety for all.

Mr. Lee Jay Claybrome, representing, accepted the proclamation with appreciation and thanked the city commission for its support.

4. LOCAL PLANNING AGENCY

By unanimous consent, the city commission recessed its meeting at 6:10 p.m. to hold the Local Planning Agency meeting and reconvened at 6:17 p.m.

5. CONSENT AGENDA

On motion of Vice Mayor Gunter, seconded by Commissioner Lewis and unanimously carried, the city commission approved the following consent items:

(a) Approval of Minutes

A motion was made by Vice Mayor Gunter and seconded by Commissioner Lewis that the city commission approve the January 25, 2018 regular meeting minutes as submitted.

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

6. REGULAR AGENDA

(a) Golf Carts and Low Speed Vehicles, Chapter 73 – Discussion

Chief Fewless recognized the city's current laws on golf carts and low speed vehicles. He referred to discussions with Mr. La Venia in that regard; pointed out the city's ordinances relating to golf carts, and recommended that they conform to the changes with Florida Statutes whereby Ms. Geraci-Carver be given the permission to devise same.

After much discussion, Mayor Cheshire referred to the city's golf cart access map which was last updated in 2012.

After Commissioner Bell pointed out the golf cart crossing on CR 466A (West Miller Street) and College Avenue and questioned whether the crossing at the traffic lights (intersection of CR 466A and CR 468) would make more sense, Mr. La Venia indicated that golf carts are not permitted on CR 466A; otherwise, the city commission would need to request that the county enact an ordinance allowing same.

Following Mayor Cheshire's reference to Ms. Coulson's March 1, 2018 email to Ms. Sherie Lindh, LPG Regional Planners Inc., questioning the update of the current access map and Mr. La Venia's suggestion, **the city commission, by unanimous consent agreed that the 2012 golf cart access map does not need to be changed.**

After Commissioner Lewis indicated that he believes the city does not need golf carts on CR 468, Commissioner Bell questioned the golf cart crossing on the proposed roadway improvements which intersects at College Avenue to which Chief Fewless identified as the area where the school crossing guard is situated.

Following Mayor Cheshire's recognition of golf carts prohibited from county roads with a posted speed of 30 mph or more, Mr. La Venia acknowledged the respective roadway with a posted speed of 35 mph.

Commissioner Lewis questioned the proposed drawing for the CR 466A roadway improvements and questioned the likelihood of no turn lanes or crossing at the median, after the roadway construction.

After discussion, Commissioner Lewis noted his observation of families utilizing golf carts from College Avenue to the northern part of the city to which Commissioner Bell questioned how access will work after the roadway improvements are completed.

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Mayor Cheshire suggested that staff communicate with the county on its future plans for the CR 466A roadway improvements to which Mr. La Venia indicated that it would be at the county's discretion to allow golf cart access on said roadway and for the city to continue with its plans in that regard.

Commissioner Bell recognized the timeline of the proposed CR 466A Phase IIIA construction project and requested that staff provide a copy of the final design which includes the College Avenue and CR 466A roadway intersection for city commission review.

Chief Fewless and Ms. Geraci-Carver confirmed, in response to Mayor Cheshire's inquiry that they are satisfied with the city commission's position on the item in question.

(b) Lift Station Alarms – Quotation and 1062 Scitext RTUs 5-LSs Project Order - Sanders Company Inc.

The city commission considered its action to accept a SCI factory service maintenance terms with Sanders Company Inc. for the installation and programming of five Sci-Text 1062 RTU text alarms to operator cell phones from Sanders Company Inc. for \$26,315 and direct the city attorney to prepare a contract to implement same.

Mr. La Venia described the alarms earmarked in the FY 2017-18 budget for the capital lift stations which do not have alarms; recognized the city's new lift stations which were constructed which have alarms, and pointed out Saunders Company which carries out such work where he is requesting that the city continue using said company.

Mr. Bogle recalled his appearance before the city commission at its November 9, 2017 regular meeting regarding the inoperable hydromatic pump lift station costing \$6,610. He referred to the recent problem, based on a call received from TruGreen Fruitland Park Lawn Care Maintenance Service, regarding fluid emitting from the lift station.

Mr. Bogle outlined the benefits of staff using Saunders' Sci-Text 1062 Remote Telemetry Unit to text the alarm system for the pump lift stations; the State of Florida Department of Environment Protection's compliance requirements which includes the conduct of inspections which has not been implemented for years, and described the pumps' activities and tunnel communication safety feature connected to the Supervisory Control and Data Acquisition Personal Computer system at a minimal cost through AT&T sim card system.

Following Ms. Racine's response to Vice Mayor Gunter's inquiry that the alarms are earmarked in the budget for \$27,000, Ms. Geraci-Carver confirmed in the

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affirmative to Mayor Cheshire's question that it is in order to proceed with the contractor as the amount is less than what the state requires the city to procure.

On motion of Vice Mayor Gunter, seconded by Commissioner Bell and unanimously carried, the city commission approved staff's recommendation accept SCI factory service maintenance terms with Sanders Company Inc. as previously cited.

(c) Vehicles Surplus – Public Works Department

The city commission considered its action to approve staff's recommendation for surplus items (four vehicles and two propane motors) listed in the memorandum from the public works director) and old computer equipment and seven rear seats from a 2007 to 2009 Chevy Impala (detailed the attached list from the police department) no longer used, to be available for public sale or auction.

After Mr. Bogle described the surplus items, he noted the auction to take place at George Gideon Auctioneers Inc. at Zellwood utilized by the police department, and indicated that the city would receive payment for same.

Following further discussion, and **on motion of Commissioner Lewis, seconded by Commissioner Bell and unanimously carried, the city commission authorized the public works department director to sell at public auction the surplus items (four vehicles, two propane motors, old computer equipment that has been properly degaussed, and seven rear seats) at a future sale.**

QUASI-JUDICIAL PUBLIC HEARING

(d) First Reading and Quasi-Judicial Public Hearing – Ordinance 2018-004 to Correct Ordinance 2016-024 – Boundary Amendment North of CR 466A and West of Timbertop Lane – Petitioner: James Phillips

Ms. Geraci-Carver read into the record proposed Ordinance 2018-004, the substance of which is as follows:

AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2016-024 WHICH AMENDED 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 1.0 ± ACRE OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; 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

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STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
(The second reading will be held on April 12, 2018.)

A motion was made by Commissioner Bell and seconded by Commissioner Lewis that the city commission approve the LPA's recommendation of approval on proposed Ordinance 2018-004 as previously cited.

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

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

(e) First Reading and Quasi-Judicial Public Hearing – Resolution 2018-013 Laurel Street Vacation

Ms. Geraci-Carver read into the record proposed Resolution 2018-013, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; CLOSING AND VACATING A 30' PLATTED RIGHT OF WAY KNOWN AS LAUREL STREET CONSISTING OF A PORTION OF THE WEST 335' OF BLOCK 20, AS RECORDED IN PLAT BOOK 3, PAGE 9, OF THE PUBLIC RECORDS OF LAKE COUNTY; PROVIDING FOR DIRECTION TO THE CITY CLERK TO INCLUDE RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission approve the LPA's recommendation of approval on proposed Resolution 2018-013 as previously cited.

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

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

END OF QUASI-JUDICIAL PUBLIC HEARING

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7. OFFICERS' REPORTS

(a) City Manager

i. LDR

Mr. La Venia pointed out March 15, 2018 city commission workshop on the Land Development Regulations; its discussions on the city manager or designee's approval process and the setback requirements under subsection 163.060. He referred to Ms. Brittany Reynolds' letter dated March 21, 2018 confirming that they have no issues or concerns with their neighbors Mr. and Mrs. Ray Lewis erecting a new driveway that is less than the five-foot setback from their shared property line; a copy of the letter is filed with the supplemental papers to the minutes of this meeting.

Mr. La Venia indicated that there is no variance process in the LDRs for the new driveway; noted the permission required by the city manager under Chapter 157, and recognized the decision by Commissioner Lewis to obtain a letter from his neighbor to which he has no issues in presenting same before the city commission to allow Commissioner Lewis to proceed.

Mr. La Venia referred to his recent conversations with Ms. Kelly requesting that she send an email to Mr. Greg Beliveau, LPG Regional Planners Inc. in this regard. Mr. La Venia voiced his belief that the matter in question would be better served by all if he is not in the position to approve issues of this nature; addressed the likelihood of his replacement, based on the relationship with an elected official, electing to deny the request which he believes would create a problem, and gave reasons for his recommendation in presenting the subject issue to protect the elected body and the public.

Ms. Kelly noted the instances in the LDRs where such power is granted to the city manager and the reflection made, without knowing the origin, identifying the community development director.

Commissioner Lewis relayed his question to Mr. Beliveau recently on the city's variance process; recognized the Town of Lady Lakes setback requirements for concrete work at one foot from the property.

Mayor Cheshire agreed with Mr. La Venia's recommendation that such power should not be granted by him or the community development director to which Ms. Geraci-Carver concurred in the affirmative that she would communicate with Mr. Beliveau to determine other local governments' requirements.

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ii. Voting Districts

Mr. La Venia referred to the voting district map provided by Mr. Beliveau on February 22, 2018; indicated that if there are no objections to the revisions that the city commission direct the city attorney to proceed in preparing draft legislation, and noted the need to proceed expeditiously due to the qualifying dates.

In response to Commissioner Bell's inquiry, Ms. Geraci-Carver recognized the qualifying dates begin on June 18 and end on June 22, 2018.

After discussion, Ms. Geraci-Carver indicated that a draft ordinance on the 2018 election with the five political districts and map will be placed on the agenda for consideration at both meetings in April 2018 and subsequently submitted to the Lake County Supervisor of Elections upon enactment.

iii. Shiloh Street

Mr. La Venia reported that Lake County will be providing a new infrastructure interlocal agreement for Shiloh Street and that Cutoff Road will be created for FY 2018-19; indicated that no new curbs and sidewalks will not be implemented, even though there are ongoing discussions on the likelihood of including them, where a new proposal will be sent, and explained that the city commission ought to review same and make a decision.

After Commissioner Lewis referred to the city commission's discussion at its March 8, 2018 regular meeting on the need to review the incorporation of curbs and his observance on the lack of same on county roads, Mr. La Venia responded that it would apply to new construction.

(b) City Attorney

Ms. Geraci-Carver announced that she has no items to report.

8. PUBLIC COMMENTS

No one from the public appeared before the city commission at this time.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

Commissioner Ranize' absence was excused earlier in this evening's meeting.

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(b) Commissioner Lewis – Animal Control

Commissioner Lewis referred to Ms. Coulson's March 20, 2018 email regarding animal control; deemed his comments made at the last meeting to be inappropriate, and believed that if the residents make inquiries about problem animals, the city ought to refer them to the county as such responsibilities were transferred to them in 2005.

(c) Commissioner Bell – Gardenia Park Fence

After Commissioner Bell requested that a fence be erected at Gardenia Park's Pavilion adjacent to Fruitland Park Library to prevent young children from running into the roadway, Mr. La Venia suggested delaying same until the costs be presented before the city commission for discussion on the FY 2018-19 budget.

(d) Vice Mayor Gunter Jr. – March 10, 2018 Fruitland Park Beautification Day

Vice Mayor Gunter expressed his appreciation and commended Ms. Yoder for a job well done at the March 10, 2018 Annual Beautification Day where planting took place at the proposed new parks and recreation center (current Fruitland Park Library) to which she announced that approximately 40 people participated.

10. MAYOR'S COMMENTS

(a) Solicitations on the City's Website

Mayor Cheshire referred to Ms. Coulson's concerns on solicitations received from companies to place items on the city's website and believed that the city ought to keep the companies' services used by the city.

After discussion, Ms. Coulson recognized an ordinance enacted in 1984 relating to the city's parks and recreational rules and regulations as well as the city code which addresses solicitation and mentioned the need to discourage same.

Following further discussion, Ms. Geraci-Carver suggested that if the city commission does not want solicitations, she would respond that it is not allowed on the city's website.

(b) Dates to Remember

Mayor Cheshire recognized the following events:

- March 28, 2018 MPO Governing Board, 225 West Guava Street, Suite 217, Lady Lake, Florida 32159 at 2:00 p.m.;
- April 3, 2018, Lake Emergency Management Services (EMS) Inc., Finance Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:00 p.m.
- April 5, 2018, City Commission Workshop at 6:00 p.m.

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- April 7, 2018, Fruitland Park Day at 10:00 a.m.
Annual Barbeque Cook-Off at 12:00 p.m.
- April 10, 2018, Lake EMS Employee Issues Committee, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 3:00 p.m.
- April 10, 2018, Lake EMS Operations Committee Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 4:00 p.m.;
- April 12, 2018, City Commission Regular Meeting at 6:00 p.m.
- April 13, 2018, LCLC *SJRWMD Lake Apopka Restoration Presentation*, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.
- April 13, 2018, Movie on the Lawn *Jimani* at 7:00 p.m.;
- April 24, 2018, Lake EMS Board of Directors Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:30 p.m.;
- April 21, 2018, *Volunteer's Appreciation Picnic*, Veterans Memorial Complex, 810 West Berckman Street, Fruitland Park, Florida 34731;
Mayor Cheshire addressed his inability to attend as he will be away and besides Mr. La Venia, encouraged Vice Mayor Gutner or the elected officials to attend;
- April 25, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.;
- April 26, 2018, City Commission Regular Meeting at 6:00 p.m.
- April 28, 2018 *Coffee with the Mayor* at Fruitland Park Library, 205 West Berckman Street, Fruitland Park, Florida 34731;
- April 2018 Ribbon-Cutting with Lake County for the Northwest Lake Community Park Soccer Field, Cales Field Recreation Complex
Mayor Cheshire addressed plans to hold a ribbon-cutting ceremony at Northwest Lake Community Park Soccer Field, Cales Field Recreation Complex where more information will be provided at a future date.
- May 5, 2018 Annual Employee Picnic at Veterans' Memorial Complex, 810 West Berckman Street, Fruitland Park, Florida 34731.

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11. ADJOURNMENT

There being no further business to come before the city commission at this time, on motion made, second and unanimously carried, the meeting adjourned at 7:03 p.m.

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

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION WORKSHOP
MEETING MINUTES
April 5, 2018**

A workshop meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, April 5, 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 Director 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.

3. LAND DEVELOPMENT REGULATIONS

- Chapter 158, Stormwater Management

Mr. Greg Beliveau, LPG Urban and Regional Planners Inc., reviewed Chapter 158, Stormwater Management and referred to the city commission's discussions and his suggestions made at the March 15, 2018 workshop to retain the language under the Land Development Regulations (LDRs), Stormwater Management, Maintenance, Subsection 158.080: a) and Subsection 158.080: b) as well as conforming to St John's River Water Management District's (SJRWMD's) regulations. He pointed out the March 20, 2018 email from Mr. Duane K. Booth, Booth Ern Straughan & Hiott Inc., indicating that the maintenance section is not being deleted but referencing SJWMD's maintenance requirements; a copy of which is filed with the supplemental papers to the minutes of this meeting.

Mr. Beliveau explained the requirements for the developer to submit maintenance bonds for the subdivision and pointed out the provisions under subsection 158.080: h) *for the two-year maintenance period . . . the security shall be in the form of . . . performance bonds . . .* to ensure that the roads and water and wastewater connection lines meet the requirements; otherwise, the city would utilize the bond.

Mr. Beliveau indicated that the storm berms are owned by a commercial property owner or a homeowners' association whereby the maintenance responsibility does not cease after two years, it is indefinite. He explained that such purpose is for perpetuity, even if the property owner changes which is transfers to the new owner, such responsibility does not usually belong to the city. Mr. Beliveau addressed his plan to follow-up on the matter and revert it into the chapter.

Following much discussion, Commissioner Lewis concurred with Commissioner Ranize' statements that local governments are connected to companies on the insurance. Ms. Geraci-Carver agreed with Commissioner Lewis' remarks on the implementation of a letter of credit, and not a bond and stated that local governments would need to account for the existing funds.

Commissioner Lewis, in response to Commissioner Bell's question, explained that the maintenance bond limit is usually 10 or 20 percent of the construction costs on improvements requested to be bonded and described how maintenance bonds operate to which Mr. Beliveau reiterated, if it is the commission's desire, it would be included in the chapter.

After Ms. Geraci-Carver mentioned the disadvantage of acquiring maintenance bonds in the city's favor and the likelihood of the developer correcting same; thus, forcing the city to go against the bond, she agreed with Commissioner Lewis' remarks on the characteristics and difficulty in obtaining a bond when an existing constructed project is taken over.

After Commissioner Lewis concurred with Commissioner Ranize' statements, on why he believed that a letter of credit is a better position for the city to be in than a maintenance bond, Mr. Beliveau explained that if improvements and final inspections were carried out and accepted, the funds were secured, and the bond period expired, the developer-owner could be required to repeat the process. He pointed out the city commission's statements that everything is in order and have been accepted.

Commissioner Lewis reported on the efforts made by a developer in the Town of Lady Lake who accepted the roadway and underground utilities which was filled with sand and the restoration made to perform again.

In response, Ms. Geraci-Carver questioned the pending connection to the water wastewater treatment plant at the time; the likelihood, as a result, on the connection's (stormwater) buildup which may have caused the problem, and the intent to communicate with the town.

Mayor Cheshire's suggested the need to include an additional provision that if the property owner has been delinquent over the years, the developer would be required to comply with the city's recertification process as the city would deny the request; the developer would not be able to take over the roadways and wastewater connections, and the public works staff would carry out an inspection to ensure the safety of same.

Ms. Geraci-Carver, in concurring with Mayor Cheshire's statements, recommended including language in the planned unit development (PUD) agreements indicating that the construction of homes do not begin within a certain period and verified that same is reasonable.

Mr. Beliveau recognized the City of Eustis' requirements in its International Property Maintenance Code International Code Council and land development regulations.

Commissioner Lewis responded to Mayor Cheshire's question that the buildup of stormwater prior to the construction of homes on Mirror Lake Estates, to be longer than two years and noted the change in ownership.

After Vice Mayor Gunter recalled the stormwater management process that began in 2006 (late 2005) and voiced his belief that the city commission would need to determine the period for Mirror Lake Estates' stormwater pond and the prevention of past repeated problems from happening again, Mr. Beliveau addressed the need for the developer to be vested and Mr. La Venia noted the requirement for the developer to qualify.

In response to Mayor Cheshire's reference to Mr. Beliveau's statements that the developer's maintenance bond period has already been lost, Ms. Geraci-Carver advised the need for same to be corrected before taking ownership.

Answering Vice Mayor Gunter's question recognizing the acceptance of the roadway on the Mirror Lake Estates project and the construction of homes, Mr. La Venia addressed his plan to communicate same with Public Works Director Dale Bogle and recognized the current process which staff would need to review.

In response to Commissioner Ranize' question on the Mirror Lake Estates project's original specifications in accordance to SJRWMD; the level that the city attained, and the information he received that the developer had to implement re-engineering work, Mr. La Venia noted the extensive work conducted approximately two years ago and Commissioner Bell recognized the current overflowing problems and questioned the procedure.

After Mr. Beliveau acknowledged the city's code enforcement officer whereby fines can be imposed on the homeowners' association (HOA) impose fines, Ms. Geraci-Carver recommended obtaining enforcement action from SJRWMD as it has jurisdiction.

Mr. Beliveau responded to an inquiry posed by Commissioner Ranize that if the HOA dissolves, the city would pursue the property owner.

After discussion, Ms. Geraci-Carver mentioned the city's enforcement powers (leverage in its code) as the subject project is still under construction and Mr. La Venia noted the requirement for the developer to appear before the city commission and request an amendment to the PUD which the city commission is not obligated to grant.

Upon Mayor Cheshire's suggestion and **by unanimous consent, the city commission directed the city attorney to contact the Town of Lady Lake to determine how the previously cited problem was created and dealt with.**

Mayor Cheshire concurred with Mr. Beliveau's suggestion to ensure that the requirement in accepting a maintenance bond or agreement from the start of development is included in Chapter 158 of the LDRs.

By unanimous consent and upon Mayor Cheshire's suggestion, the city commission agreed to conclude this evening's workshop at 8:00 p.m.

- Chapter 152, Administration

Mr. Beliveau reviewed the changes under Chapter 152, Administration: Section 152.040: Amendments to comply with Florida Statutes which was previously removed by the former community development director.

By unanimous consent, the city commission agreed with LPG Urban and Regional Planners Inc's. Executive Director's recommendations to accept the revisions and revert the cross-through language under subsections 152.040: a), application and b), notification of public hearing.

After discussion and in response to Commissioner Ranize' reference to subsection 152.090: a), Planning and Zoning Board, Membership, Terms of Office, Vacancies, Ms. Geraci-Carver explained that said section does not reflect that each member ought to be a representative of the district and noted that they can be selected from one district.

After Vice Mayor Gunter recalled the city commission's discussions at its September 26, 1996 meeting on its desire to have business professionals; namely, a realtor, contractor and engineer on the P&Z Board, Mayor Cheshire addressed the problems in having individuals to serve.

Following some discussion, Commissioner Ranize believed that the suggestion made by Mr. La Venia for two representatives from The Villages to serve on the P&Z Board ought to be decided by The Villages.

With respect to subsection 152.100: Code Enforcement Board, Mr. Beliveau indicated that said chapter no longer exists which needs to be rewritten.

After discussion and in response to Commissioner Ranize' reference to the city commission's enactment of Special Master Code Enforcement Ordinance 2014-006, Ms. Geraci-Carver confirmed that it has not been reflected as changed in the respective subsection where she believed it should not be included but added, as it currently is, in the code. She addressed her intent to meet with Mr. Beliveau in that regard.

Chapter 154, Zoning Regulations

Mr. Beliveau referred to Marijuana Imposing Second Moratorium Ordinance 2017-022; questioned the on-site sale provision or dispensing of Medical cannabis, Low-THC and cannabis derivative products in the city's unincorporated area in accordance with the law or the regulation of their locations in the commercial zoning designations and include same under said chapter.

After much discussion, Ms. Geraci-Carver noted that according to Chapter 381, F.S., Medical Use of Marijuana, medical marijuana treatment center dispensing facilities ought to be treated the same as pharmacies; where Mr. Beliveau identified their current locations in Neighborhood Professional (C-1) and General Commercial (C-2) zoning districts.

Following further discussion, Mr. Beliveau relayed his previous conversations with municipal attorneys and planners who are implementing special exception uses within their respective C-1 and C-2 zoning districts to which Commissioner Lewis expressed preference whereby the same would be controlled.

Answering Vice Mayor Gunter's inquiry on dispensing facilities, Ms. Geraci-Carver indicated that the city commission can determine the distance requirements.

In response to Commissioner Bell's inquiry, Mr. Beliveau recognized the city's options in regulating or prohibiting medical marijuana treatment centers or implementing special exception uses which can be reviewed on a case-by-case basis which he recommends; pointed out the criteria of same outlined under Chapter 155, Conditional Uses and Special Exceptions which can be addressed before the city commission for consideration, and gave the assurance of staff's guidance throughout said process.

By unanimous consent, the city commission agreed to implement special exception uses as previously cited and recommended by Urban and Regional Planners Inc's. Executive Director.

In response to Mayor Cheshire's remarks regarding the large signs displayed by Relief Clinic Florida LLC., Mr. La Venia indicated that he can request that Ms. Lori Davis, Code Enforcement Officer, visit the business and deal with same and Mr. Beliveau explained that said sign does not meet the city code as it exceeds the signage requirements.

Ms. Kelley submitted the business tax receipt application to Mr. Beliveau who expressed concerns on the zoning approval authorized by former Community Development Director Charlie Rector on November 18, 2017; the Marijuana Imposing Second Moratorium Ordinance 2017-022 which expired on December 14, 2017, and other issues that are questionable to which Ms. Geraci-Carver addressed her intent to meet with Mr. Beliveau on same.

After discussion and in response to Commissioner Bell's inquiry, Ms. Geraci-Carver pointed out the Medical Cannabis/Marijuana Law approved in 2016; noted the time given for the city to conduct its studies, and mentioned the risks to the city in extending same.

Following Mayor Cheshire's suggestion on the need to include security provisions for dispensaries and pharmacies, Ms. Geraci-Carver pointed out Public Health, Chapter 381, F.S., addressing the requirements for a security plan.

Mr. La Venia, in response, suggested utilizing a corporate pharmacy organization implementing the best practices as it relates to security and enforcing the dispensaries to meet the level of criteria to which Ms. Geraci-Carver concurred that language could be added to include same.

After discussion and **by unanimous consent, the city commission agreed with Urban and Regional Planners Inc's. Executive Director's suggestion on his plan to work with the city attorney on the compliance requirements as previously cited under Florida Statutes 381.**

- **Chapter 163, Sign Regulations**

Mr. Beliveau pointed out the city commission's directions at its March 15, 2018 workshop regarding Chapter 163, Sign Regulations and highlighted the major changes.

Following much discussion and in response to Commissioner Ranize' suggestion, Mr. Beliveau addressed the need to review the draft on the time frame, Ms. Geraci-Carver cited under Subsection 163.050: a) 7), Continuanance of Non-Conformities, *Any nonconforming signs damaged by fire, wind, must be repaired within two years of the damage, and if not so repaired by the deadline, shall require conformance . . . ,* to which he pointed out Subsection 163.050: c), Repairs Maintenance and Improvements to be made during any two-year period.

Commissioner Lewis expressed preference with Mr. Beliveau's statements that beyond the two-year period, individuals would need to transition to monument signs.

After discussion, Commissioner Lewis pointed the city commission's discussions at its March 15, 2018 workshop regarding the reconstruction after catastrophe.

Mr. Beliveau addressed attempts in erecting monument signs to fit in a parking lot to be impracticable; believed it to be advantageous to have pole signs beyond the deadline date, even if more than 50 percent of the destruction is met and providing that a variance on a case-by-case basis is reviewed and is appropriate, to which Mr. La Venia voiced his concurrence.

Commissioner Ranize gave an example of the City of Leesburg's implementation in utilizing Community Redevelopment Agency funds to help pay back a portion on

sign repairs, bring it up to code and meet certain criteria. He suggested that the city commission adopt a similar method to which Mr. Beliveau agreed.

Ms. Geraci-Carver referred to some municipal governments' adoption of resolutions suspending re-roofing fees and permits whereby four or six months were extended for the same reason which can be implemented if the city experiences some kind of storm to which Mr. La Venia concurred.

Commissioner Ranize recalled the problems business owners experienced at the aftermath of Hurricane Irma in 2018; identified their needs for service when city hall was closed, and recognized licensed companies' abilities to restore service whereby permits could not be obtained. He mentioned his previous discussions on same with Mr. La Venia whereby the city ought to have existing reputable and eligible companies that could provide restoration services; followed-up with inspections to ensure compliance, and the waiver of fees to which Mr. La Venia agreed believing that such service exists. He felt that the city ought not to penalize individuals undergoing such situations to which Commissioner Ranize suggested extending the same criteria to signs and the waiver of permit fees.

After discussion, and **by unanimous consent, the city commission agreed with the suggestion by LPG Urban Regional Planners' Inc.'s Executive Director to change the provisions under Subsection 163.050: a) 7), Continuance of Non-Conformities, to be repaired within one year and Subsection 163.050: c), Repairs Maintenance and Improvements to be made during any one-year period and accepted the concept of utilizing Community Redevelopment Agency funds.**

Following Mr. -La Venia's agreement with Commissioner Lewis' views on what he believed the signs on Berckman Street ought to look like, Ms. Geraci-Carver referred to the language added under subsection 163.010: e), Sign Regulations, Purpose and Intent, *Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination,*

Commissioner Lewis recognized Off-Site Signs Ordinance 2000-004 relating to US Highway 27/441 and CR 466A reflecting a different version of Berckman Street which is not shared.

In response to Commissioner Ranize' question on meeting the standards set forth under the building's architectural design, Mr. Beliveau mentioned the need to address same, not included under Chapter 163, but under Chapter 154, Non-Residential Design Standards originally adopted. He recalled the city commission's discussions at its previous meetings regarding signs; the vision of the architectural design criteria which staff is amending, and the implementation of the signs with the site plan application process.

After Mr. Beliveau concurred with Commissioner Ranize' request on the sign's size as it relates with Sign Regulation Ordinance 2004-005 and recommended addressing

and including every component fitting to the style and architectural design for properties in the same document and section entitled “signs”, Commissioner Ranize suggested adding the signage, description and location on the building identifying the sign’s dimension.

Following extensive discussions, Mr. Beliveau pointed out the change made by Ms. Geraci-Carver under subsection 163.030: 2), Exempt Signs.

After Mayor Cheshire recognized that the revised Chapter 163 was received by the city commission for review on April 5, 2018, Mr. Beliveau indicated that staff resolved the other items and requested that another workshop be conducted on Chapter 154, Zoning District Regulations; Chapter 157, Subdivisions and Plats, and Chapter 164, Landscape Requirements and Tree Protection.

Mayor Cheshire indicated, in response, that a decision will be made at the next city commission meeting on dates to review same.

4. OTHER BUSINESS

There was no other business at this time.

5. ADJOURNMENT

The meeting adjourned at 7:41 p.m.

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

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor



**AGENDA ITEM
NUMBER
4a**

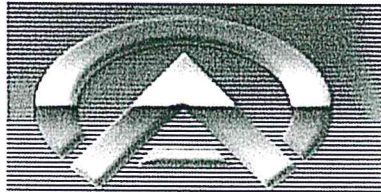
AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Fire Department Vehicle Quotes		
For the Meeting of:	June 14, 2018		
Submitted by:	City Manager/Interim Fire Chief		
Date Submitted:	May 21, 2018		
Are Funds Required:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item: Fire department equipment vehicle quotes (prices outlined on the attached):			
<ul style="list-style-type: none"> - Enforcement One Inc., Acme Auto Leasing LLC; - AutoNation Chevrolet, Mooring Tech, and - Alan Jay Fleet Sales, National Joint Powers Alliance, GM 			
Action to be Taken:			
Staff's Recommendation:			
Additional Comments: Included in the FY 2017-18 capital improvement budget.			

Reviewed by: _____

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

VEHICLE/EQUIPMENT LEASE QUOTE



Acme Auto Leasing, LLC
Leasing to Government Agencies since 1982

440 Washington Avenue

North Haven, CT 06473

800-242-7767

Bob Crowe
Tel: 407-456-1561
Fax: 203-234-6858
Email: bcrowe@acmeautoleasing.com

Joanne Cornier
Tel: 407-353-0728
Fax: 203-234-6858
Email: jcornier@acmeautoleasing.com

Prepared For: Fruitland Park Fire Department

Solicitation #: _____

Attention: Donald Gilpin - Fire Chief
David Taylor - Enforcement One

Date Prepared: 02/12/18
Date Revised: 05/08/18

Model Year: 2018
Excess Mileage: \$0.12
Payment Terms: Net 30

Quantity	Vehicle		Vehicle Model Code	Purchase Price Per Vehicle	Upfit Price Per Vehicle	Cap Cost Reduction Per Vehicle	Upfit Price Per Vehicle	36 Months	48 Months	60 Months
	Make	Model						Monthly Lease Price Per Vehicle	Monthly Lease Price Per Vehicle	Monthly Lease Price Per Vehicle
1	Chevrolet	Tahoe Police 4x4	CK15706	\$ 36,418.28	\$ 15,441.76	\$ -	\$ 51,860.04	\$ 1,660.00	\$ 1,295.00	\$ 1,075.00
1	Chevrolet	Tahoe Police 4x4	CK15706	\$ 36,418.28	\$ 15,441.76	\$ 25,000.00	\$ 26,860.04	\$ 899.00	\$ 705.00	\$ 590.00
1	Chevrolet	Tahoe Police 4x4	CK15706	\$ 36,418.28	\$ 15,441.76	\$ 44,000.00	\$ 7,860.04	\$ 305.00	\$ 250.00	\$ 215.00

Notes:

1

General Terms and Conditions:

- Lease payments are based on an Open-end lease with fixed advance payment for new, 2018 model year vehicles for term selected and are valid for 30 days.
- Lease Rates are based on a \$1.00 Buyout at lease termination.
- Lease Rates are contingent on customer receiving credit approval and no credit event taking place before vehicles are delivered and funded.
- Fuel and lubricants, insurance, licensing, maintenance, registration and taxes are to be provided by Lessee, unless otherwise noted. Any costs to perform additional services or to provide additional items are not included in the lease prices quoted herein. There will be a 8.5 sales tax added to the monthly payment.
- Rates are based on term of commitment, as priced above.
- DUNS Number:** 96-5128929; **TIN:** 06-1425257; **Cage Code:** OTT50
- GSA Contract Number:** GS-30F-00051; **TXMAS Contract Number:** TXMAS3-7501; **H-GAC Contract Number:** VL04-16-15; **NCPA Contract Number:** 05-16

Enforcement One, Inc
381 Roberts Road
Oldsmar, FL 34677

Quote

Date	Estimate #
5/7/2018	763

Name / Address
Donald Gilpin Fire Chief Fruitland Park Fire Department 506 W. Berckman St. Fruitland Park, FL 34731

Project

Item	Description	Qty	Rate	Total
ISFL45Z	2018 Chevy Tahoe new! Chevy Tahoe/Suburban, 2015-2018, Chevy Silverado-1500/2500/3500, 2014-2018, Ten Lamps, Upper Front Two Piece Unit, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs	1	642.00	642.00
36-53805	Red/White Tahoe Elite Push Bumper with 36-6015W2 two light chanel	1	304.14	304.14
CCSRN3	Whelen CenCom Sapphire remote programmable siren/controller	1	605.63	605.63T
SA315P	Whelen 100 watt speaker, thin profile, 123db, nylon/composite	2	163.945	327.89T
SAK63D	Include SAK63P Chevy Tahoe, 2017-2018, Driver Side speaker bracket	1	24.60	24.60
M4RW	Whelen M4 series linear SuperLED, surface mount, Red/White	1	0.00	0.00
M4CT15B	Whelen Fog Light mt - 2015+ Tahoe, pair, black	2	141.00	282.00T
RGROMMET	Whelen grommet mount for LINZ6 series 2 Front bumper, 2 rear bumper facing out.	4	53.25	53.25T
SSFPOS16	Whelen 4 grommet mount for LINZ6 series 2 Front bumper, 2 rear bumper facing out.	4	5.3625	21.45T
HOWLER	For 2007-2018 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching Headlights	1	49.73	49.73T
OE45UR6	Whelen low frequency siren amplifier, use with existing siren, includes 2 speakers	1	498.30	498.30T
OEMCRNR	Whelen Outer Edge w/MICRON for 2015+ Tahoe (reqr 6 OEMCRN*) RAR RAR	1	764.25	764.25T
OEMCRNR	Whelen Micron for Above: Red	4	0.00	0.00T

Total

Phone # 727-816-9833	FAX # 727-945-8132	E-Mail enforcementoneinc@gmail.com	Website www.enforcementone.com
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Enforcement One, Inc
381 Roberts Road
Oldsmar, FL 34677

Quote

Date	Estimate #
5/7/2018	763

Name / Address
Donald Gilpin Fire Chief Fruitland Park Fire Department 506 W. Berckman St. Fruitland Park, FL 34731

Project

Item	Description	Qty	Rate	Total
OEMCRNA	Whelen Micron for Above: Amber	2	0.00	0.00T
HWLRB25	2018 TAHOE MOUNTING BRACKET	1	0.00	0.00
091-55-15-120	Kussmaul Super Auto Eject 15 amp/ 120VAC *Black Cover	1	228.38	228.38T
091-199-001	Kussmaul single bar graph display for AutoCharge 1000	1	100.63	100.63T
C-VS-2000-TAH-2	Havis 20" long extra wide console for 2015-16 Tahoe PPV	1	439.76	439.76T
	C-EB40-CCS-1P CenCom Radio Provided by Customer Radio Provided by Customer C-FP** filler plates as needed			
C-HDM-214	Havis heavy duty 8.5' telescoping pole console side mount	1	93.71	93.71T
C-ARM-102	Havis armrest for console, side mount	2	55.97	111.94T
C-AP-0645-L	Havis accessory pocket 6' x 4.5' deep w/locking lid	1	71.82	71.82T
C-CUP2-1-A06	Havis 2 large cup holders in 4' plate, internal mount into Tahoe angled console	1	31.75	31.75T
ENT2B3D	Sound Off Intersector LED lights *dual color Split Red/White under mirror	1	163.08	163.08T
AVC22DD	Dual Avenger Red/Clear rear quarter glass	2	261.225	522.45T
LINZ6D	Whelen Linear SuperLED lighthouse, split red/white side bumper	4	121.50	486.00T
IOND	Whelen ION lighthouse, split Red/White w/black housing grill	4	100.00	400.00T
PELCB	Whelen Perimeter Enhancement Light, SuperLED, black flange rear hatch	2	157.50	315.00T
TLIK	ION T-SERIES LINEAR SPLIT RED/AMBER	2	91.13	182.26
MISC	HG2 runners mounted on running boards Red/White	1	548.90	548.90T
Misc Charge	Custom command center	1	4,445.00	4,445.00
MISC	Wires, Loom, Connectors, Ect		100.00	100.00T

Total

Phone # 727-816-9833	FAX # 727-945-8132	E-Mail enforcementoneinc@gmail.com	Website www.enforcementone.com
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Enforcement One, Inc
381 Roberts Road
Oldsmar, FL 34677

Quote

Date	Estimate #
5/7/2018	763

Name / Address
Donald Gilpin Fire Chief Fruitland Park Fire Department 506 W. Berckman St. Fruitland Park, FL 34731

Project

Item	Description	Qty	Rate	Total
TAD8**	Whelen Dominator Traffic Advisor 8 TIR3 SuperLED modules with flashing ends **specify colors 28.36' *order control head separately*	1	509.76	509.76T
L31H*F	Alternate Red/White Rear Hatch Whelen L31 SuperLED beacon, flat mount *specify color	1	395.34	395.34T
Install	Green			
DS-PAN-1002-2	Installation Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 20, 2-in-1 Laptop with Power Supply	1	1,800.00 922.74	1,800.00 922.74
	Exempt		0.00%	0.00

*Total Price
 51,860.04*

Total	\$15,441.76
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727-816-9833	727-945-8132	E-Mail enforcementoneinc@gmail.com	Website www.enforcementone.com
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Quote from Mooring Tech, Inc. Quote #039958 v1

Billing Information:
Fruitland Park Fire Department
 Donald Gilpin
 506 W. Berckman St.
 Fruitland Park FL 34731
 (321) 436-9929

Shipping Information:
Fruitland Park Fire Department
 Donald Gilpin
 506 W. Berckman St.
 Fruitland Park FL 34731
 (321) 436-9929

Prepared By:
Michael Cayes
 mcayes@mooringtech.com

 Mooring Tech, Inc.
 488 Edgewood Ave
 Atlanta GA 30312
 877-532-8088
 www.mooringtech.com

Date Issued:
05.15.2018

Expires:
06.14.2018

PLEASE BE ADVISED

It can be challenging to manage expectations with regards to possible lead-times or ETA's for Panasonic Toughbooks and Toughpads. **Availability and part numbers abruptly change and custom solutions often have a 30-60 day lead-time or longer.** It is also common for accessories to be on backorder and to ship separately at a future date. Please be sure to discuss all relevant time-frame and SKU related needs. **Sales tax will be applicable when shipping within the state of GA to an end user that is not tax exempt.**

Toughbooks / Toughpads / Accessories			Qty	Price	Ext. Price
1	CF-20G5108VM	New CF-20 Mk2 WIN10 PRO, INTEL CORE I5-7Y57 1.20GHZ, VPRO, 10.1 WUXGA 10-PT GLOVED MULTI TOUCH+DIGITIZER, 8GB, 256GB SSD, INTEL WIFI A/B/G/N/AC, TPM 2.0, BLUETOOTH, DUAL PASS (CH1:WWAN/CH2:WWAN-GPS), 4G LTE-ADVANCED MULTI CARRIER (EM7455), INFRARED WEBCAM, 8MP CAM , BRIDGE BATTERY, EMISSIVE BACKLIT KEYBOARD, TOUGHBOOK PREFERRED	1	\$3,225.00	\$3,225.00
			Subtotal:		\$3,225.00

Shipping		Qty	Price	Ext. Price
1	FedEx Ground	1	\$25.00	\$25.00
		Subtotal:		\$25.00

Quote Summary		Amount
Toughbooks / Toughpads / Accessories		\$3,225.00
Shipping		\$25.00
Total		\$3,250.00

Pricing valid through quote expiration date or while supplies last only. Availability and part numbers subject to change with specifications meeting or exceeding original quote. Taxes, shipping, handling and other fees may be applicable. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance

Donald Gilpin,

 Print Name / Title

 Signature

05/15/2018

 Date



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	15256-2
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
5/8/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE
5/11/2018

REQUESTING AGENCY	FRUITLAND PARK, CITY OF		
CONTACT PERSON	DONALD GILPIN	EMAIL	DGILPIN@FRUITLANDPARK.ORG
PHONE	321-436-9929	MOBILE	FAX

NATIONAL JOINT POWERS ALLIANCE CONTRACT # 2018-120716-NAF	www.NationalAutoFleetGroup.com
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MODEL	CK15706	MSRP	\$49,340.00
2018 CHEVY TAHOE POLICE 4WD (CK15706 1FL 9C1)			
CUSTOMER ID		NJPA PRICE	\$34,546.00
BED LENGTH	SUV		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
TGK 5T4	SPECIAL PAINT VICTORY RED (WA-9260) WITH BODY COLOR BODY SIDE MOLDING WITH JET BLACK INTERIOR.	\$640.00
HOU	JET BLACK CLOTH TRIM	\$0.00
L83 MYC	5.3L DI V8 WITH 6-SPD AUTO TRANS	\$0.00
STD	(RUNNING BOARDS, REAR A/C, LOCKING REAR DIFF, AUXILIARY BATTERY, BLUE TOOTH, REAR VISION CAMERA, AND REVERSE AID SENSORS STD ON 2015+ MODEL YEAR)	\$0.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00
BTV	REMOTE VEHICLE START	\$295.00
R88	LPO, Black illuminated front bowtie emblem	\$420.00
V76	TOW HOOKS	\$45.00
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with Police Vehicle only.)	\$0.00
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK (Included and only available with Police Vehicle.)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	\$0.00
DT2 WS	DEEP TINT FILM ON FRONT TWO DOORS + WINDSHIELD STRIP.	\$140.00
PB57T15HD	PROGARD HEAVY DUTY PUSHBUMPER	\$485.00
TCRHD2	WHELEN TRACER DUO 2 LAMP LED'S (RED/WHITE) QTY 6, MOUNTED TO PUSHBUMPER	\$2,542.00
M4D	(2) WHELEN M4 (RED/WHITE) LED WARNING LIGHTS MOUNTED SIDES OF PUSHBUMPER, ONE EACH SIDE.	\$478.00
M4D M4CT15B	(2) WHELEN M4 (RED/WHITE) LED WARNING LIGHTS WITH FRONT FOG LIGHT MOUNT	\$552.00
KUS 53-03-1106	KUSSMAUL Auto Eject Charging System for emergency vehicles. Kit includes 2000w charger, Auto Eject Plug & Enclosure, and charge indicator. (For Dual Battery System) (Customer Requests (RED) Ejector housing)	\$1,473.00
ID45UFX-RW	WHELEN DUO INNER EDGE, TAHOE/SILVERADO, INSTALLED (RED/WHITE).	\$1,575.00
IDTRAY8	WHELEN REAR INNER EDGE RTX DUO LED (RED/AMBER) MOUNTED IN TOP OF REAR WINDOW	\$1,349.00
TLID	WHELEN T-SERIES LINEAR ION RED/WHITE, MOUNT INSIDE REAR TAILGATE.	\$385.00
SO-ENL148D-R	nLINE 48" LED Surface Mount Running Light, 10-16v, MOUNT AT REAR TAILGATE	\$379.00
3SRCCDCR	WHELEN 3" ROUND SUPER-LED DOME LIGHTS, MOUNT FRONT AND INSIDE TAILGATE	\$306.00
C-VS-1013-TAH-1	HAVIS 2015+ TAHOE 23" CONSOLE WITH (2) CUP HOLDERS, FLIP UP ARMREST, MIC BRACKET SHIPPED LOOSE FOR CUSTOMER TO INSTALL, AND STD 12V RELOCATION + (2) ADDITIONAL 12V OUTLETS. CONSOLE TO INCLUDE NECESSARY FILLER PLATES.	\$749.00
CCSRNT36	WHELEN CENCOM SAPPHIRE	\$827.00
SA315	WHELEN 100W SPEAKER AND MOUNTING BRACKET	\$322.50
HOWLER	WHELEN LOW FREQUENCY SUPPLEMENTAL SIREN	\$670.00
DS-PAN-1002-2	HAVIS TOUGHBOOK CERTIFIED DOCKING STATION FOR PANASONIC TOUGHBOOK 20	\$1,219.00
L32LGF	WHELEN L360 LOW DOME SUPER-LED BEACON - GREEN, MOUNT TOP REAR MIDDLE	\$463.00

NATIONAL JOINT POWERS ALLIANCE BID # 2018-120716-NAF **www.NationalAutoFleetGroup.com**

MMSU-1	PROVIDE (3) MAGNETIC MIC CLIPS, 2 FRONT, 1 REAR	\$108.00
LPF461	BROOKINGS LED TAG LIGHTS WITH BRACKET	\$454.00
SO-ENL160(X)-L	SoundOff nLINE runners 60" installed under running boards. (RED/WHITE)	\$983.00
ATEX	RIGHT ANGLE ATEX LIGHT PART# 90565	\$272.00
STINGER	STREAM LIGHT STINGER LED DS WITH CHARGER (NICAD BATTERY)	\$215.00
GC-4-LG-15	ROCKLAND MODEL GC-4 CUSTOM CABINET	\$6,897.00

CONTRACT OPTIONS **\$22,843.50**

TRADE IN **TOTAL COST** **\$58,789.50**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ **\$0.00**

TOTAL COST LESS TRADE IN(S) QTY 1 \$58,789.50

Estimated Annual payments for 60 months paid in advance: \$12,932.28
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)

MSRP:\$49,340.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Special Paint

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK15706	[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)	\$49,340.00
OPTIONS		
01U	Special Paint	\$0.00
1FL	Commercial Preferred Equipment Group	\$0.00
5T4	Exterior body colored parts, Victory Red	\$225.00
9C1	Identifier for PPV	(\$3,410.00)
ATD	Seat delete, third row passenger	Inc.
AZ3	Seating, front 40/20/40 split-bench, 3-passenger	\$0.00

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[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)

BTV	Remote vehicle start		\$300.00
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GU4	Rear axle, 3.08 ratio		\$0.00
H0U	Jet Black, Cloth seat trim		\$0.00
IO5	Audio system, Chevrolet MyLink Radio with 8" diagonal color touch-screen		\$0.00
K4B	Battery, Auxiliary, 730 CCA	Inc.	
KW7	Alternator, 170 amps, high output	Inc.	
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing		\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
NQH	Transfer case, active, 2-speed electronic Autotrac	Inc.	
NZZ	Skid Plate Package	Inc.	
QAR	Tires, P265/60R17 all-season, police, V-rated	Inc.	
R88	LPO, Black illuminated front bowtie emblem		\$425.00
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black	Inc.	
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare	Inc.	
TGK	Special Paint, Solid, one color		\$425.00
UN9	Radio Suppression Package, with ground straps	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		\$50.00
VPV	Ship Thru, Produced in Arlington Assembly	Inc.	
Z56	Suspension Package, heavy-duty, police-rated	Inc.	
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated	Inc.	
—	Safety belts, 3-point, driver and front passenger in all seating positions	Inc.	
—	Capless fuel fill	Inc.	
—	Door handles, body-color	Inc.	
—	Instrumentation, analog	Inc.	
—	Key, 2-sided	Inc.	
—	Luggage rack, delete	Inc.	
—	Exterior ornamentation delete	Inc.	

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[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)

—	Power outlets, 4 auxiliary, 12-volt	Inc.	
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
<hr/>			
	SUBTOTAL		\$47,355.00
	Adjustments Total		\$0.00
	Destination Charge		\$1,295.00
	TOTAL PRICE		\$48,650.00

FUEL ECONOMY

Est City:16 MPG
 Est Highway:22 MPG
 Est Highway Cruising Range:572.00 mi

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)

E85 FlexFuel capable

Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)

Differential, heavy-duty locking rear

4-wheel drive

Air cleaner, high-capacity

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

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[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)

Mechanical

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Recovery hooks, 2 front, frame-mounted, Black

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Hill Start Assist

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes Silver with center caps. (Not included when (NHT) Max Trailering Package is ordered.) (STD)

Tires, P265/70R17 all-terrain, blackwall (Not included when (NHT) Max Trailering Package is ordered.) (STD)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, front

Fascia, front body-color (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes recovery hook openings, but does not include hooks.)

Fascia, rear body-color

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

Entertainment

Audio system, Chevrolet MyLink Radio with 8" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player

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[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)

Entertainment

Audio system feature, 6-speaker system

SiriusXM Satellite Radio, delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first); EFFECTIVE WITH RETAIL SALES STARTING 5/1/2018. (Requires (UE1) OnStar. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Interior

Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (When (H2G) Jet Black vinyl interior trim is ordered, seats will be manual not power.) (STD)

Seat trim, cloth

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

Floor covering, Black rubberized-vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power, with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

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[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)

Interior

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Conversation mirror

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console

Cargo management system

Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more; EFFECTIVE WITH SALES STARTING 5/1/2018. (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

Door locks, rear child security

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[Fleet] 2018 Chevrolet Tahoe (CK15706) 4WD 4dr (25)

Safety-Interior

OnStar and Chevrolet connected services capable; EFFECTIVE WITH RETAIL SALES STARTING 5/1/2018. (Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle (5W4) Special Service Vehicle does not apply to spare tire.

Theft deterrent, content, electrical, unauthorized entry

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Years: 2

Maintenance Miles/km: 24,000

Maintenance Note: 2 Visits

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**AGENDA ITEM
NUMBER
4b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Storm Debris Collection ILA - Discussion		
For the Meeting of:	June 14, 2018		
Submitted by:	City Manager/City Attorney		
Date Submitted:	May 23, 2018		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	Discussion on storm debris collection interlocal agreement with Lake County addressed at the May 24, 2018 regular meeting.		
Action to be Taken			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____

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

**INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE CITY OF FRUITLAND PARK, FLORIDA
FOR
COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT-OF-WAY**

This is Interlocal Agreement (“Agreement”) is by and between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”), and the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (“CITY”), collectively “the parties”.

WITNESSETH:

WHEREAS, the County has contracted with private contractors to provide services for the removal of debris from public streets and rights-of-way resulting from hurricanes, tornadoes and other similar events; and

WHEREAS, the County and the City find it a public benefit to allow municipalities in Lake County to utilize the County’s contractors within the municipality, if desired; and

WHEREAS, the County and the City find that this agreement regarding debris removal is in the best interest of both parties.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. City Obligations.

A. On an annual basis, between May 1 and May 31, the City shall provide the County with written notice of the City’s plan for the collection of storm debris from streets and rights-of-way located with the City’s limits or jurisdiction. Specially, the written notification shall state whether the City intends to utilize one of the following options for the period of June 1 to May 31:

Option A: Accessing County’s Contract. The County agrees to allow its contracts for emergency debris removal services to be accessible by the City. The County will require debris removal contractors to handle debris activities in accordance with FEMA, FHWA, and other applicable agency requirements. If the City notifies the County that the City chooses Option A, or if Option A is decided by default pursuant to section B below, the City

will be solely responsible for its own agreement with, monitoring of, and payments directly to the contractor(s) for the services for the June 1 to May 31 period. Under this option, the County will not be involved in the any debris removal from the streets or rights-of-way within the City's limits and jurisdiction. If this option is chosen, the City will be solely responsible for submittal of expenses, monitoring, reports, and documentation to the appropriate Federal or State agencies for reimbursement or payment.

OR

Option B: County as Agent. If the City notifies the County that the City elects this option, the County agrees to complete the obligations contained in paragraph 3(A) of this Agreement. If the City elects to only have the County act as its agents under this option in only part of the City, the City shall provide a detailed map where removal shall occur by the County.

- B. THE CITY MUST NOTIFY THE COUNTY EVER YEAR (by May 31) WHETHER THE CITY ELECTS OPTION A (ACCESSING COUNTY'S CONTRACT) OR OPTION B (COUNTY AS AGENT) FOR THE PERIOD (June 1- May 31).** If a City fails to provide written notice to the County by May 31 of the City's option for that year, the County, without further notice to the City, will conclude that the City has opted for Option A above.
- C. The City agrees that payment(s) will be in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

3. County Obligations.

- A. If the City timely notifies the County of the City's election of Option B, the County agrees to provide emergency debris removal services from the municipal streets and rights-of-way using the County's contractor(s) and monitoring consultant, pursuant to the following:
- i. Such services will be provided along the municipal streets and rights-of-way in the geographical area or legal description provided by the City to the County. The City will not conduct debris removal activities in the areas of the City where it has requested the County perform the

service.

- ii. Vegetative debris must be loose, not bagged; to ensure only vegetative debris is present (no garbage, metal, etc.) as this can damage the mulching machines. The size of the individual debris (i.e., tree limbs) should be manageable Class III debris (construction debris such as shingles, wood, drywall, glass, etc. as defined by FAC 62-701) and tree stumps may not be picked up unless Federal or State Agencies have authorized such pick up.
- iii. The County agrees to make payments necessary in order to have the debris hauled and monitored by the County's contractors, pending Federal and/or State reimbursement.
- iv. Upon completion of the debris removal services within the geographical area or legal description provided by the City, the County will send an invoice to the City. Upon receipt of invoice and pursuant to the Florida Local Government Prompt Payment Act, the City will pay the County twenty-five percent (25%) of the City's estimated cost. The calculation of the City's estimated cost will be determined by the actual volume of material collected within the corporate limits of the municipality based on trip sheets generated by site monitors at the time debris is delivered to County-designated collection sites. It is understood that Federal and/or State reimbursement and auditing activities may take several years after the event and debris removal before a final resolution occurs; at the time such final resolution occurs, County and the City will agree on a complete and final accounting and split of costs for such debris removal.
- v. Federal and State Agencies generally will not reimburse debris removal activities from private property and will only reimburse removal of eligible debris as determined by the Agency. The County will instruct its contractors not to remove or dispose debris from private property; unless, the City sends a written request to the County and the City agrees to be responsible for the full cost (100%) of such removal and disposal.

In such request, the City must include a legal description for the private property. Prior to the start of the debris removal activities on the private property, the City will obtain rights-of-entry or other authority satisfactory to meet Federal and State requirements. The County will invoice the City the cost of the removal and disposal from the private property and the City shall remit payment to the County within forty-five (45) days of receipt of the invoice.

vi. The County agrees to submit to Federal and/or State agencies applications for reimbursement for the debris picked up by County contractors within City's limits. If the City has other expenses for debris removal which were expended outside this Agreement, the City shall submit those expenses separately to appropriate Federal and/or State agencies. The City agrees to provide to appropriate Federal and/or State agencies documentation to support such expenses and to show that such expenses do not duplicate expenses submitted by the County.

B. If the City chooses Option A, or if the City defaults in choosing an Option by deadline stated, the County has no obligation to remove debris, haul, monitor, or submit documentation for reimbursement on behalf of the City.

C. In the event that Federal or State agencies determine that the County cannot perform services for the City as set forth hereunder, the County will notify the City in writing within five (5) business days of the determination of the Federal or State agency. The Town Mayor and the County Manager will then after coordinate on an alternative solution. In the event a Federal or State agency determines that the County cannot perform services for the Town, the County may terminate this Agreement and the parties hereby agree that the County shall have no obligations hereunder.

4. Prior Agreements. Upon the effective date of this Agreement, any prior agreements, if any, between the City and the County regarding the collection of storm debris from streets and rights-of-way are terminated. This 2018 Agreement shall supersede and replace any other written or oral agreement between the parties regarding the collection of storm debris from streets and rights-of-way.

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. Indemnification. To the extent permitted under Florida law, the City agrees to indemnify, defend, assume all liability for and hold the County, its employees and authorized agents harmless from any and all actions, damages, claims, suit, penalties, obligation, liabilities or injuries to properties, persons or entities, which may be caused or resulted from the debris removal services provided in the City's limits under this Agreement.

7. Term and Termination. This Amendment shall take effective immediately upon execution ("effective date") and shall remain in effect until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party; however, if debris removal activities have commenced, then the effective date of a termination by the County will be the day following completion of debris removal activities. Should either party terminate this Agreement after debris removal activities (including staging and actual debris removal) such party shall be liable to the other for any costs and expenses incurred prior to the date of termination.

8. 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 W. Berckman Street
Fruitland Park, Florida 34731

cc: Department of Public Works
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, to the other party in a manner designated for the filing of notice hereunder.

9. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

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

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA, through its Board of County Commissioners

 Gary J. Cooney, Clerk Ad Interim
 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

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND FRUITLAND PARK REGARDING DEBRIS REMOVAL

CITY

CITY OF FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

This ____ day of _____, 2018.

ATTEST:

City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



**aAGENDA ITEM
NUMBER
4c**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-030 The Villages Public Safety MOU		
For the Meeting of:	June 14, 2018		
Submitted by:	City Manager/City Attorney		
Date Submitted:	May 25, 2018		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	Resolution 2018-030 Villages Public Safety Memorandum of Understanding.		
Action to be Taken:	Adopt Resolution 2018-030		
Staff's Recommendation:	Approval		
Additional Comments:			

Reviewed by: _____

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

RESOLUTION 2018-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGES PUBLIC SAFETY DEPARTMENT, A DEPARTMENT OF THE VILLAGES COMMUNITY DEVELOPMENT DISTRICTS, AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park and The Villages Public Safety Department, a department of The Villages Community Development Districts, desire to share fire department fleet maintenance services; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the agreement is beneficial to the City of Fruitland Park and its residents; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Memorandum of Understanding between The Villages Public Safety Department, a department of The Villages Community Development Districts and the City of Fruitland Park, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor or City Manager to execute the Memorandum of Understanding.

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

PASSED AND RESOLVED this 14th day of June, 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

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGES PUBLIC SAFETY DEPARTMENT AND
THE CITY OF FRUITLAND PARK, FLORIDA FOR
FIRE DEPARTMENT FLEET MAINTENANCE SERVICES**

THIS IS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between The Villages Public Safety Department, a department of The Villages Community Development Districts, (hereinafter “The Villages Fire Department”) and the City of Fruitland Park, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”) for fire department fleet maintenance services.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into agreements with other public entities 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 Villages Fire Department is capable, through its fleet maintenance department to provide maintenance for equipment and vehicles in the City’s fire department, as specified herein; and

WHEREAS, the City finds that having its equipment and vehicles placed on a regular maintenance schedule through The Villages Fire Department will be cost effective and time efficient; and

WHEREAS, the parties have determined that it is in the best interests of the residents of the City and The Villages Fire Department to enter into this Memorandum of Understanding.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. **Scope of Services.** The County agrees to provide fleet maintenance and repair services of all of the City’s fire department equipment and vehicles including but not limited to routine maintenance and repair services as well as emergency repair services.

Section 3. **City Obligations.**

A. Service Cost. In exchange for the services to be provided by The Villages Fire Department pursuant to this Agreement, the City agrees to pay pursuant to the fee schedule below:

FEE SCHEDULE

- 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: \$1,860.00 per unit per year
- Hose testing (annually): \$0.30 per foot

Payment will be in accordance with the Local Government Prompt Payment Act. s. 218.70 – 218.80, Florida Statutes.

B. Equipment. Within 30 days of the Effective Date of this MOU, The Villages Fire Department will conduct a thorough and complete inspection and evaluation of the City’s fire department fleet (meaning equipment and vehicles) to identify any needed maintenance items and repairs. The Villages Fire Department will provide the City, in writing, its findings along with an itemized estimate of fees/ The City will then work cooperatively with The Villages Fire Department to schedule the maintenance and repairs.

Section 4. The Villages Fire Department Obligations.

Service Delivery. Upon the effective date of this MOU and throughout the term of this MOU, The Villages Fire Department agrees to assume responsibility for providing fleet maintenance for the City’s fire department feet. The Villages Fire Department shall be available to provide services 24/7 as The Villages Fire Department has a mechanic on call at all times. The Villages Fire Department will place the City’s fire department equipment and vehicles in a maintenance rotation schedule which shall consist of maintenance occurring no less than [redacted] times per [redacted].

Safekeeping of Fleet. The Villages Fire Department agrees that it will use reasonable care in its operation, housing, and in providing fleet maintenance services of the City’s Fire Department fleet.

Section 5. Term and Termination. This Agreement shall become effective upon [redacted] (“Effective Date”) and shall remain in effect until September 30, 2019. Thereafter,

this MOU will automatically renew in one year increments, until terminated by either party. Either party may terminate this Agreement by providing at least sixty (60) days prior written notice to the other party.

Section 6. **Default.** If either party fails to keep, observe, or perform any provision of this Agreement, the breaching party shall be deemed in default. If such default continues for a period of thirty (30) days after notice thereof by the non-breaching party to the other party, then the non-breaching party shall be entitled to terminate this Agreement. The parties agree that prior to termination the Chief of The Villages Public Safety Department and City Manager will attempt to resolve any dispute that arises under this Agreement in good faith. If unsuccessful in resolving the dispute the Florida Governmental Conflict Resolution Act, as amended, shall be utilized.

Section 7. **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. This Agreement may not be subcontracted or assigned without the prior written consent of all parties.

Section 8. **Notices.** 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:

THE VILLAGES PUBLIC SAFETY
DEPARTMENT
Fire Chief
3035 Morse Boulevard
The Villages, FL 32163

CITY
City Manager
506 W. Berckman Street
Fruitland Park, Florida 34731

With a copy to:
District Clerk
984 Old Mill Run
The Villages,
Florida 32162

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.

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. 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.

Section 9. REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to The Villages Public Safety Department that: (i) the City of Fruitland Park is a Florida municipality; (ii) the City has the full right and authority to enter into this MOU; (iii) each of the persons executing this MOU on behalf of the City is authorized to do so; and (iv) this MOU constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms.

B. The Villages Public Safety Department represents and warrants to the City of Fruitland Park that: (i) The Villages Public Safety Department has the full right and authority to enter into this MOU; (ii) each of the persons executing this MOU on behalf of The Villages Public Safety Department is authorized to do so; and (iii) this MOU constitutes a valid and legally binding obligation of The Villages Public Safety Department, enforceable in accordance with its terms.

Section 10. Public Records.

A. The Villages Fire Department must comply with the Florida “Public Records” law, Chapter 119, Florida Statutes, including the following provisions: Keep and maintain public records required by the City to perform the service, and upon request from City’s custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, FL 34731.

Section 11. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

Section 12. Severability. If any provision of this MOU 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Understanding on the respective dates under each signature by its duly authorized representative.

ATTEST:

THE VILLAGES PUBLIC SAFETY DEPARTMENT

Jennifer McQueary, District Clerk

Edmund A. Cain, Fire Chief

This ____ of _____, 2018.

Approved as to form and legality:

Attorney

CITY OF FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

This ____ day of _____, 2018.

ATTEST:

Esther Coulson, City Clerk

Approved as to form and legality:

Anita Geraci-Carver
City Attorney



**AGENDA ITEM
NUMBER
4d**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-032 Countywide Emergency Network Radios ILA		
For the Meeting of:	June 14, 2018		
Submitted by:	City Manager/City Attorney		
Date Submitted:	May 25, 2018		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	Resolution 2018-032 Countywide Emergency Network Radios Interlocal Agreement for the police, fire and public works departments.		
Action to be Taken:	Adopt Resolution 2018-032		
Staff's Recommendation:	Approval		
Additional Comments:			

Reviewed by: _____

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

RESOLUTION 2018-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND LAKE COUNTY EMERGENCY MEDICAL SERVICES, INC., AND THE MUNICIPALITIES OF LAKE COUNTY AND LAKE COUNTY SHERIFF PEYTON C. GRINNELL FOR COUNTY-WIDE EMERGENCY NETWORK RADIOS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 25, 2007, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the “CITY”) entered into an interlocal agreement with Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereafter the “COUNTY”) for County-wide Communications Services (the “2007 County-Wide Agreement”); and

WHEREAS, some parties to the 2007 County-Wide Agreement have terminated the agreement and are no longer parties thereto; and

WHEREAS, it is necessary to amend the 2007 County-Wide Agreement because there is a need to purchase new emergency network radios to operate the shared communications network and the County is willing and able to solicit a vendor, purchase the radios and provide a payment schedule for the municipalities and other party agencies to repay the County for the radios; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the interlocal agreement is beneficial to the CITY and its residents and is authorized by Section 163.01, Florida Statutes, with the authority to enter into an interlocal agreement for this purpose; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Amended and Restated Interlocal Agreement for County-Wide Emergency Network Radios.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Amended and Restated Interlocal Agreement between Lake County, Florida, and Lake County Emergency Medical Services, Inc., and the Municipalities of Lake County and Lake County Sheriff Peyton C. Grinnell for County-Wide Emergency Network Radios, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Amended and Restated Interlocal Agreement.

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

PASSED AND RESOLVED this 14th day of June, 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

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND LAKE EMERGENCY MEDICAL SERVICES, INC. AND
THE MUNICIPALITIES OF LAKE COUNTY AND
LAKE COUNTY SHERIFF PEYTON C. GRINNELL
FOR COUNTY-WIDE EMERGENCY NETWORK RADIOS**

THIS AMENDED and RESTATED INTERLOCAL AGREEMENT (“Agreement”) by and between Lake County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “County”); Lake Emergency Medical Services, Inc., a Florida not for profit corporation, its successors and assigns (hereinafter referred to as “LEMS”); the undersigned parties, including certain municipalities organized and existing under the laws of the State of Florida (hereinafter referred to as “Municipalities”); and Lake County Sheriff Peyton C. Grinnell, an elected constitutional officer (hereinafter referred to as “Sheriff”) regarding County-wide emergency network radios. For purposes of this Agreement, the County, LEMS, Sheriff, and Municipalities shall collectively be referred to as “the parties”. Sheriff, Municipalities, and LEMS shall collectively be referred to as the “Agencies” or where singular, an “Agency”.

WITNESSETH:

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, certain parties to this agreement previously entered into an *Interlocal Agreement Between Lake County, Florida, Sheriff Gary Borders, Municipalities, The Villages Center Community Development District, Lake Sumter EMS, and the Florida Highway Patrol for County-wide Communications Systems* (hereinafter referred to as the “2007 County-Wide Agreement”) establishing a shared communications system to assist with inter-agency communications and County-wide emergency dispatching and response; and

WHEREAS, The Villages Center Community Development District and the Florida Highway Patrol are not a party to this Agreement because both previously terminated the 2007 County-Wide Agreement and returned all radios pursuant to the old agreement; and

WHEREAS, it has continually been beneficial for the law enforcement, fire/rescue, and emergency management entities of the subscribed jurisdictions to participate in a County-wide Communications System which encompasses governmental services; and

WHEREAS, the parties to this Interlocal Agreement desire to continue to utilize a shared communications system; and

WHEREAS, there is a need to acquire new emergency network radios to operate on the shared communications system; and

WHEREAS, the County has publically solicited competitive proposals and there is a costs-savings for the parties to join together in acquisition of the emergency network radios from the selected vendor; and

WHEREAS, the County is willing to purchase, acquire, and distribute the emergency network radios on behalf of the Agencies, pursuant to the terms of this Agreement; and

WHEREAS, this Agreement provides the ability for an Agency to refrain from acquisition of emergency network radios if an Agency so elects and notifies the County; and

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

NOW THEREFORE, for and in consideration of the mutual understandings, conditions, payments, and covenants provided for herein, the parties agree as follows:

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

2. Purpose. The purpose of this Agreement is to set forth an arrangement whereby the County will purchase new emergency network radios to benefit and continue the County-wide communication system already in place between the parties. By this Agreement, each Agency elects to participate, or not, as indicated on the signature page(s) below, in the joint acquisition of the radios. Those Agencies who are participating in the joint acquisition agree to the payment arrangements set forth herein. The parties intend to bind themselves to the fullest extent allowed by Florida law.

3. Term and Termination. This Agreement shall become effective on October 1, 2018 (“effective date”) and shall remain in full force and effect until termination as set forth herein. A party may terminate this Agreement as to said terminating party by giving at least twelve (12) months written notice to the other parties. In the event a single Agency desires to terminate this Agreement, the Lake County Manager, upon receipt of terminating party’s written notice and without prior approval of any of the other parties, may enter into a separate writing with the terminating Agency. In the event of termination, the County may accelerate the remaining payment(s) due from the Agency to the County and the Agency shall pay any outstanding balance due to the County. Any change in the parties listed in Agreement shall not invalidate this Agreement or any obligations between the County and other non-terminating Agencies. It is anticipated in the future that LEMS’s services will be performed by the County; any assignment

or dissolution of LEMS will not affect the validity of this Agreement and obligations of LEMS under this Agreement may be assigned to the County without notice to the other parties.

4. County's Obligations.

- A. The County will, if not already, competitively solicit and select a vendor for the purchase of new emergency network radios and any associated equipment that conform and support 700/800 MHz operation, which is currently in use. An Agency may provide recommendations to the County; but, the County shall have the sole discretion to select a vendor, subscriber and the model/tier of selected radios.
- B. If an Agency elects to participate, the County agrees to order the number of radios on behalf of the Agency, as specified on the signature page(s) for such Agency included with this Agreement. The County may fully rely on the quantities given by the Agency listed on the below signature page and the Agency agrees to pay for such quantities of radios.
- C. Upon receipt of the new emergency network radios and associated equipment from the vendor, the County's Office of Public Safety will notify each Agency and each Agency will be responsible for picking up and obtaining the radios for their own Agency. The County will not be responsible for delivering the new radios to an Agency, unless otherwise agreed. The Agency purchased radios will be placed in service in the existing fashion as the replaced radios are operating today. Any modifications are at the expense of each Agency.
- D. Once the new radios are obtained by the Agency, it is the responsibility of the Agency, at Agency's cost, to repair, replace and maintain any radio(s) that is/are damaged or destroyed while within the custody of the Agency. It is anticipated the vendor will provide a 10-year Life/Support expectancy with an additional 5-year support requirement after End-of-Life from time of initial procurement. Any warranty made available to the County for the radios, including guarantees regarding defects and workmanship, will be assigned by the County to the Agency.
- E. The County shall appoint a person to serve as a liaison to the Agencies for purposes of receiving and disseminating information related to this Agreement.
- F. The County Manager may, upon notice to the Agencies, seek assistance of a third-party administrator to manage the administration, collection of payments, invoicing, reporting, and any other services needed by the County in order for the County to complete its obligations under this Agreement.

5. Agency's Obligations, if Elect to Participate.

- A. If an Agency has elected to participate in the acquisition of the new radios, the Agency must list a requested quantity of radios on its respective signature page. The County is not obligated to order or purchase an amount of radios more than the quantity listed.
- B. Once notified by the County, the Agency agrees to pick up the new emergency network radios and associated equipment from the County's Office of Public Safety. All communications equipment furnished by way of the 2007 County-Wide Agreement is to remain the property of the County. The parties agree that at the time of obtaining the new radios, each Agency will turn-in/return to the County's Office of Public Safety the communications equipment previously provided to the Agency by way of the 2007 County-Wide Agreement and subsequent Agency purchased radios that are being replaced to be used for trade-in value. Attached hereto and incorporated herein as **Exhibit A** is a 2007 County-Wide Communication Equipment Inventory listing what is currently being used by the Agency. All communications equipment, whether serviceable or not, that was issued to the Agency by the County, purchased to replace lost/damaged equipment issued by the County or purchased by the agency and being replaced must be turned in by the Agency. In the event an Agency fails to turn-in the number of equipment referenced in **Exhibit A** within ten (10) days of the date of obtaining the new radios, the County will invoice the Agency and the Agency agrees to pay to Lake County the amount of \$750.00 per radio not returned. All radios turned-in will be disabled on the County-wide communications systems once inventoried and will remain inactive.
- C. The Agency agrees to pay the County the expense incurred for acquiring the new radios on behalf of the Agency. Each Agency has an option for payment: (1) one-time payment in full due to the County upon invoice to the Agency by the County **or** (2) annual payments by the Agency to the County for a period of no more than ten (10) years, with first payment due to the County on or before October 31, 2018, and each subsequent annual installment payment due on October 15th of each year following. The Agency agrees to indicate on the signature page below which option is chosen by the Agency.
- D. All payments, unless otherwise directed by the County, shall be made payable to the Lake County Board of County Commissioners and delivered to Lake County Office of Public Safety, 20415 Independence Blvd., Groveland, FL 34736 and contain *Radios* in the subject line. Any and all payments shall be made in accordance with the Florida Prompt Payment

Act, Chapter 218, Part VII, Florida Statutes. Payments owed to the County, are due timely to the County, no matter if the County provides an invoice to the Agency or not.

- E. If the Agency elects to make payments due annually, the Agency may make payments in excess or may pay the full amount due early without penalty.
- F. The Agency shall appoint a person to serve as a liaison for purposes of receiving information related to this Agreement and transfer of equipment.

6. Agency's Obligations, if Elect NOT to Participate.

- A. As indicated on the signature pages below, an Agency may execute this Agreement and elect to not participate in the acquisition of the radios pursuant to this Interlocal Agreement. If an Agency elects not to participate, the provisions of this Agreement, including paragraph 5 above, regarding distribution and payment(s) are not applicable. However, paragraph 10 below of this Agreement is still applicable between the County and the specific Agency.
- B. In the event an Agency elects to not participate, the County has no obligation to order or purchase any radios on behalf of the Agency. Within sixty (60) days of the effective date of this Agreement, the non-electing Agency shall turn-in/return to the County's Office of Public Safety the communications equipment previously provided to or acquired by the Agency by way of the 2007 County-Wide Agreement. Attached hereto and incorporated herein as **Exhibit A** is the 2007 County-Wide Communication Equipment Inventory list, showing an itemized list of what is currently being used by the Agency by way of the 2007 County-Wide Agreement. All communications equipment, whether serviceable or not, that was issued to the Agency or purchased to replace lost/damaged equipment issued by the County must be turned in by the Agency. In the event an Agency fails to turn in the number of equipment referenced in **Exhibit A**, the County will invoice the Agency and the Agency agrees to pay the County the amount of \$750.00 per radio not returned. All radios on the list will be disabled on the County-wide communications systems once inventoried and will remain inactive.
- C. Even if an Agency elects to not participate, the Agency will promptly inform the County's Office of Public Safety how the Agency intends to continue its participation in the County-wide communication system.

7. Maintenance. All radios and equipment obtained by way of this Agreement and purchased in the future by way of this Agreement will be maintained by the County's Office of Public Safety. Maintenance costs on all equipment obtained by way of this Agreement will be the

responsibility of the County. The County will provide radio inventory database, provisioning, servicing, programming, first echelon repairs and all depot repair and maintenance including shipping and handling while radios are under or outside of warranty. Maintenance and repair must be coordinated with the County and the maintained of any radios and equipment purchased by way of this Agreement will utilize a charge-back system, at cost, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

8. Additional Equipment. The Agency may purchase additional equipment, upgrades, additional support, and accessories from the selected vendor. All equipment and upgrades must be reviewed by the County's Office of Public Safety prior to purchase to ensure compatibility and standardization with the communications system and the developed operational performance templates. The cost of any additional equipment, upgrades, additional support, and accessories shall be the responsibility of the requesting Agency, and not the County. All additional purchased equipment and accessories will remain the property of the purchasing Agency and be subject to the provisions of paragraph 7 above.

9. Default. Agencies agree to submit payment(s) to the County timely in accordance with the terms of this Agreement. Upon finding a default of the provision of this Agreement, the County will send written notice of the default to the defaulting Agency. If the Agency does not cure the default within ten (10) business days of the date of notification from the County, the County has the right to: (1) consider this Agreement terminated as to such Agency; (2) accelerate the remaining payments due from the Agency to the County; (3) recover from the Agency all amount then due and owing hereunder less the sales price of any items the County has since acquired from the Agency; and/or (4) utilize any other remedy available under Florida law or in equity, including but not limited to, legal action to retrieve the radios and supporting equipment from the Agency.

10. 2007 County-Wide Agreement.

A. The County, the Sheriff, LEMS (formerly known as Lake Sumter EMS), and the following listed Municipalities are parties to this Agreement and were parties to 2007 County-Wide Agreement:

Astatula	Leesburg
Clermont	Mascotte
Eustis	Minneola
Fruitland Park	Montverde
Groveland	Mount Dora
Howey-in the-Hills	Tavares
Lady Lake	Umatilla

B. By executing this 2018 Amended and Restated Interlocal Agreement, the County, Sheriff, LEMS, and the above listed Municipalities agree that the 2007 County-wide Agreement is terminated as of the effective date of this 2018 Agreement.

11. Liabilities and Damages. Nothing herein shall be deemed to be an assumption of liability of an Agency, County or parties for any acts, omissions, and negligence of another Agency, party, or County. Each party shall hold the other parties harmless from and shall defend the other parties and its officers and employees against claims for damages resulting from this Agreement. All liability to personnel and for loss or damage of equipment and personal property shall be borne by the party employing such personnel and having custody of such equipment, and all parties shall carry sufficient insurance to cover all such liability.

12. Notices. 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. All notices required, or which may be given, 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. 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.

13. General Provisions.

A. 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.

B. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute one and the same Agreement.

C. Venue. This Agreement shall be governed by Florida law and venue shall be in a court of competent jurisdiction in and for Lake County, Florida. Each party shall be responsible for its own attorneys' fees and costs.

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

E. 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.

F. Assignment. This Agreement shall not be assigned except with written consent of all parties. Nothing herein is intended or is construed as any transfer or contracting away of any powers or functions of one party to the other.

14. Recording. The parties agree that this Interlocal Agreement may be recorded in the Official Records of Lake County, Florida, at the option of the County.

15. Exhibits. This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

- Exhibit A 2007 County-wide Communications Equipment Inventory
- Exhibit B Costs for County Subscriber Maintenance/Warranty of Equipment

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman; Lake County Sheriff Peyton C. Grinnell in his capacity as Lake County Sheriff; Lake Emergency Medical Services, Inc., through its authorized representative; and by the duly authorized representative of each Municipality named herein.

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

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
<p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>

SHERIFF

 Peyton C. Grinnell, Lake County Sheriff

This ___ day of _____, 2018.

Approved as to form and legality:

 David W. Porter
 General Counsel to Sheriff

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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LEMS

LAKE EMERGENCY MEDICAL SERVICES, INC.

 Gerald "Jerry" Smith, Executive Director

This ____ day of _____, 2018.

Approved as to form and legality:

 Melanie Marsh, County Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

ATTEST:

TOWN OF ASTATULA, FLORIDA

 Graham Wells, Town Clerk

 Robert Natale, Mayor

This _____ day of _____, 2018.

Approved as to form and legality:

 Zachery T. Broome, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

ATTEST:

CITY OF CLERMONT, FLORIDA

 Tracy Ackroyd Howe, City Clerk

 Gail L. Ash, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

 Daniel F. Mantzaris, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
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AGENCY

CITY OF EUSTIS, FLORIDA

 Robert Morin, Mayor

This ____ day of _____, 2018.

ATTEST:

 Mary Montez, City Clerk

Approved as to form and legality:

 Derek Schroth, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <table border="0"> <tr> <td style="border-bottom: 1px solid black; text-align: center;">27</td> <td style="padding-left: 20px;"># of mobiles</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">56</td> <td style="padding-left: 20px;"># of portable</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">4</td> <td style="padding-left: 20px;"># of control stations</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">0</td> <td style="padding-left: 20px;"># of psap consolle</td> </tr> </table> <p>_____ x _____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>	27	# of mobiles	56	# of portable	4	# of control stations	0	# of psap consolle
27	# of mobiles								
56	# of portable								
4	# of control stations								
0	# of psap consolle								

AGENCY

CITY OF FRUITLAND PARK, FLORIDA

Christopher Cheshire, Mayor

This 14th day of June, 2018.

ATTEST:

Esther Lewin-Coulson, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollethe</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF GROVELAND, FLORIDA

 Dina Sweatt, Mayor

This ____ day of _____, 2018.

ATTEST:

 Virginia Wright, City Clerk

Approved as to form and legality:

 Anita Geraci-Carver, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
<p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>

AGENCY

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

Chris Sears, Mayor

This ____ day of _____, 2018.

ATTEST:

Dairian Burke, Town Clerk

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

TOWN OF LADY LAKE, FLORIDA

 Jim Richards, Mayor

This ____ day of _____, 2018.

ATTEST:

 Kristen Kollgaard, Town Clerk

Approved as to form and legality:

 Derek Schroth, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollelte</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF LEESBURG, FLORIDA

 Robert Bone, Jr.
 Mayor

This _____ day of _____, 2018.

ATTEST:

 J. Andi Purvis, City Clerk

Approved as to form and legality:

 Fred Morrison, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF MINNEOLA, FLORIDA

 Pay Kelley, Mayor

ATTEST:

This ____ day of _____, 2018.

 Barbara Hollerand, City Clerk

Approved as to form and legality:

 Scott Gerken, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
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AGENCY

ATTEST:

CITY OF MASCOTTE, FLORIDA

Michelle Hawkins, City Clerk

Barbara Krull, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Andrew Hand, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

TOWN OF MONTVERDE, FLORIDA

 Joe Wynkoop, Mayor

This ____ day of _____, 2018.

ATTEST:

 Brenda Brasher, Town Clerk

Approved as to form and legality:

 Anita Geraci-Carver, Town Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p>
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AGENCY

CITY OF MOUNT DORA, FLORIDA

 Nick Girone, Mayor

This ____ day of _____, 2018.

ATTEST:

 Gwen Johns, City Clerk

Approved as to form and legality:

 Jennifer D. Cockcroft, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF UMATILLA, FLORIDA

 Mary Johnson, Mayor

This ____ day of _____, 2018.

ATTEST:

 Karen Howard, City Clerk

Approved as to form and legality:

 Kevin Stone, City Attorney

The undersigned, on behalf of the named Agency, agrees to the following:

<p>_____ If selected, Agency elects NOT to Participate in obtaining radios under this Agreement and agrees to termination of the 2007 Interlocal Agreement for County-wide Communications System.*</p> <p>* Agency will comply with paragraph 6 of this Agreement.</p>	<p>By completing below, Agency elects to participate in obtaining radios pursuant to this Agreement and the Agency agrees to pay for and authorizes the County to order on behalf of the Agency, the following quantity of communications equipment:</p> <p>_____ # of mobiles _____ # of portable _____ # of control stations _____ # of psap consollette</p> <hr/> <p>_____ Agency agrees to pay a one-time payment to the County to pay the cost in full for the above stated quantity of communications equipment.</p> <p style="text-align: center;">OR</p> <p>_____ Agency agrees to make payments to the County on an annual basis for a period of no more than ten (10) years for the above stated quantity of communications equipment.</p>
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AGENCY

CITY OF TAVARES, FLORIDA

Lori Pfister, Mayor

This ____ day of _____, 2018.

ATTEST:

Susan Novack, City Clerk

Approved as to form and legality:

Robert Q. Williams, City Attorney

EXHIBIT A
2007 County-wide Communications Equipment Inventory

*Per paragraph 6 and 7 of this Agreement, each agency agrees to turn-in/return the following communications equipment to the County, or else be subject to a cost.

AGENCY	MOBILES	PORTABLES	PSAP	
			CONTROL	CONSOLLETTE
Astatula Police Department	5	6	1	
Clermont Police Department	33	51	0	6
Clermont Fire Department	28	79	7	
Eustis Fire Department	16	50	1	
Eustis Police Department	64	69	3	4
Florida Highway Patrol	0	5	0	
Fruitland Park Fire Department	8	20	1	
Fruitland Park Police Department	18	25	1	
Groveland Police Department	25	26	0	3
Groveland Fire Department	7	15	1	
Howey Police Department	7	13	1	
Lady Lake Police Department	40	44	0	7
Lake Sumter EMS	97	111	0	10
Leesburg Police Department	90	102	0	7
Leesburg Fire Department	18	44	7	
Mascotte Fire Department	9	14	1	
Mascotte Police Department	12	15	1	
Minneola Fire Department	6	9	1	
Montverde Fire Department	4	16	1	
Mount Dora Police Department	44	69	2	
Mount Dora Fire Department	8	16	1	
Public Safety	51	148	35	5
Sheriff's Office	412	586	10	10
Tavares Police Department	27	35	0	2
Tavares Fire Department	7	16	2	

Umatilla Police Department	8	15	1	
Umatilla Fire Department	8	23	1	
<u>Villages Fire Department</u>	<u>25</u>	<u>31</u>	<u>1</u>	
TOTAL:	1077	1653	80	54

*NOTE – If a PD or FD is not identified it is due to it not existing in that particular agency.

EXHIBIT B
Costs for County Subscriber Maintenance/Warranty of Equipment

The following monthly maintenance charges should be used when budgeting per radio for the annual support of all radios used on the system. The County provides radio inventory database, provisioning, servicing, programming, first echelon repairs and all depot repair and maintenance including shipping and handling while radios are under or outside of warranty. Invoices for radio support will be sent out annually and paid annually in October based on inventories provided and verified by the agencies. Any new additions will be pro-rated based on the date of receipt and being added to the system. Any changes in configuration of a mobile radio are subject to De-installation and Installation charges. All others are subject to Miscellaneous Radio Work

Annual Recurring

<u>Radio Type</u>	<u>Monthly</u>	<u>Annual</u>
Portable	\$ 8.00	\$ 96.00
Mobile	\$12.00	\$144.00
Control Station	\$12.00	\$144.00
Consollette	\$12.00	\$144.00

Non-recurring

<u>Other Services</u>	<u>Each</u>
Radio Installations	\$75.00
Radio De-installation	\$50.00
Miscellaneous Repair/Work	\$30.00/hr. plus parts



**AGENDA ITEM
NUMBER
4e**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	2018 Revised Meeting Schedule		
For the Meeting of:	June 14, 2018		
Submitted by:	City Clerk		
Date Submitted:	May 25, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	No		
Description of Item:	Discuss the dates and times of the city commission future meetings.		
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 2018 MEETING SCHEDULE

The City of Fruitland Park holds its regularly scheduled meetings every second and third Thursday of the month at 6:00 pm at 506 West Berckman Street, Fruitland Park, Florida, 34731. (City code reflects at least once in every month ss3.11, procedure.) The following meeting dates, times and locations are subject to change due to special and/or workshops meetings, public hearings, national holidays, office closings, and other unforeseen circumstances such as emergencies:

January 11, regular
January 18, LPA workshop at 7:00 p.m.
January 23, closed session at 6:30 p.m.
January 25, regular

February 8 regular
February 22 regular

March 8 regular
March 15 workshop at 7:00 p.m.
March 22 regular

April 12 regular
April 5 workshop at 6:00 p.m.
April 26 regular

May 10 regular
May 24 regular

June 14 regular
June 28 regular

July 12 regular
July 10 workshop
July 11 workshop
July 25 special
~~July 26, regular~~ - cancelled

August 9 regular
August 23 regular

September 13 regular
September 27 regular

October 11 regular
October 25 regular

November 8 regular
November 22 regular – TO BE CANCELLED – Thanksgiving

December 13 regular
December 27 regular – TO BE CANCELLED – Holidays



AGENDA ITEM NUMBER 4f
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AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-017 Five Cents Fuel Tax Amended and Restated ILA			
For the Meeting of:	June 14, 2018			
Submitted by:	City Manager/City Attorney			
Date Submitted:	May 25, 2018			
Are Funds Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> X	<input type="checkbox"/> No
Account Number:				
Amount Required:				
Balance Remaining:				
Attachments:	Yes			
<p>Description of Item: Resolution 2018-017 Lake County Fuel Tax Amended and Restated Interlocal Agreement (ILA).</p> <p>Summary/Background: The city is party to a May 29, 2014 Interlocal Agreement relating to Local Option Fuel Tax setting forth a formula for distribution of the six-cents gas tax imposed by Lake County. The six-cent gas tax is comprised of three, two-cent gas taxes, imposed in 1984, 1985 and 1986. These taxes were extended to December 31, 2043. Lake County is proposing an additional five-cent gas tax and it will be placed on the November 2018 ballot for Lake County voters to decide. The amended and restated ILA provides for distribution of the current six-cent gas tax as well as the five-cent gas tax if approved by the voters. The gas tax revenue is distributed using the formula provided in the amended and restated ILA.</p> <p>In summary, 66.38% is distributed to the county. The balance is distributed to the cities as follows:</p> <ul style="list-style-type: none"> - one-half is based on population distribution of each city and one-half is based on road miles of public roads maintained by each city. Maintained road miles is determined from information reported by cities to the Florida Department of Transportation. The percentages among cities is recalculated each January 1st. - The proceeds of the 6-Cent Gas Tax can only be used on transportation expenditures as outlined in the ILA. <p>The Agreement remains in effect until modified or terminated or until the termination of the gas taxes. Every 10 years the parties must review and hold public hearings on the terms of the ILA.</p> <p>Fiscal Impact: The city will continue to receive a portion of the six-Cent gas tax (thru 2043). If the five-cent gas tax is approved by referendum in November 2018, the city will receive a portion of the five-cent gas tax which becomes effective January 1, 2020.</p>				

Action to be Taken: Adopt Resolution 2018-017

Staff's Recommendation: Approval

Additional Comments:

Reviewed by: _____

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

RESOLUTION 2018-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, AND MUNICIPALITIES RELATING TO LOCAL OPTION FUEL TAX; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park is party to a 2014 Interlocal Agreement with Lake County relating to distribution of the 6-Cent Gas Tax;

WHEREAS, the Amended and Restated Interlocal Agreement provides for distribution of the 6-Cent Gas Tax as well as a 5-Cent Gas Tax which if approved by referendum in November 2018 will be in effect as of January 1, 2020; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the interlocal agreement is beneficial to the CITY and its residents; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Amended and Restated Interlocal Agreement between the Lake County and Municipalities Relating to Local Option Fuel Tax.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Amended and Restated Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Local Option Fuel Tax (the "Agreement"), a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the interlocal agreement.

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

PASSED AND RESOLVED this ____ day of _____, 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

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
MUNICIPALITIES
RELATING TO
LOCAL OPTION FUEL TAX

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) entered into by and between the Board of County Commissioners of Lake County, Florida, hereinafter referred to as “County”, and the Municipalities who have signed this Agreement, hereinafter referred to as “Municipalities”.

WHEREAS, Section 336.025 (1)(a), Florida Statutes, allows the governing body of a county to impose, in addition to other taxes allowed by law, a one-cent, two-cent, three-cent, four-cent, five-cent, or six-cent local option fuel tax, upon every gallon of motor fuel and diesel fuel sold in that county and taxed under Chapter 206, Florida Statutes; and

WHEREAS, County imposed the first two cents (the first and second cents) in 1984 beginning September 1, 1984 for an initial period of ten years, and subsequently extended it further until December 31, 2043; and

WHEREAS, County imposed the second two cents (the third and fourth cents) beginning September 1, 1985 for an initial period of thirty years, and subsequently extended it further until December 31, 2043; and

WHEREAS, County imposed the third two cents (the fifth and sixth cents) in 1986 beginning September 1, 1986 for an initial period of thirty years, and subsequently extended it further until December 31, 2043; and

WHEREAS, on or about May 29, 2014, the County and Municipalities entered into an Interlocal Agreement Relating to Local Option Fuel Tax (“Initial Agreement”) setting forth a formula for distribution of the one-cent, two-cent, three-cent, four-cent, five-cent, or six-cent local option fuel tax, collectively known as the “6-Cent Gas Tax;” and

WHEREAS, Section 336.025(1)(b), Florida Statutes allows the governing body of a county to impose, in addition to other taxes allowed by law, a 1-cent, 2-cent, 3-cent, 4-cent, or 5-cent local option fuel tax upon every gallon of motor fuel sold in a county and taxed under the provisions of part I, Chapter 206, Florida Statutes, known as the “5-Cent Gas Tax;” and

WHEREAS, County is considering levying, subject to approval by a referendum, a 5-cent local option fuel tax upon every gallon of motor fuel sold in Lake County allowed by Section 336.025(1)(b), Florida Statutes; and

WHEREAS, Section 336.025(1)(b)(2), Florida Statutes, authorizes the County to enter into interlocal agreements with one or more municipalities located herein, representing a majority of the population of the incorporated area within the county, setting forth a distribution formula for dividing the entire proceeds of the local option fuel tax among county government and all eligible municipalities within the county; and

WHEREAS, Municipalities are desirous of entering into an amended and restated agreement with each other and with the County to amend the Initial Agreement in order to restate the formula for the distribution of the imposed 6-Cent Gas Tax and to set forth a formula for the distribution of the 5-Cent Gas Tax, should any or all of the 1-cent, 2-cent, 3-cent, 4-cent, or 5-cent local option fuel tax be approved by referendum.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Authority.** This Interlocal Agreement is entered into by County and Municipalities pursuant to the authority provided by Section 336.025, Florida Statutes, and Section 163.01, Florida Statutes.
3. **Scope of Agreement.** This Agreement shall apply to all or any of the 6-Cent Gas Tax authorized in Section 336.025(1)(a), Florida Statutes. This Agreement shall also apply to the levy of the 5-Cent Gas Tax authorized in Section 336.025(1)(b), Florida Statutes, should such 5-Cent Gas Tax be imposed by County and approved by referendum. This Agreement shall not apply to the one-cent tax on every net gallon of motor and diesel fuel sold in Lake County which is known as the Ninth-Cent Fuel Tax and which is authorized by Section 336.021(1)(a), Florida Statutes.
4. **Effective Date; Existing Agreements.**
 - a. This agreement shall become effective upon the date that it is approved by the County and Municipalities representing a majority of the incorporated population of Lake County.
 - b. The Initial Agreement Relating to Local Option Fuel Tax dated May 29, 2014 and any other previous agreement between the parties relating to local option fuel tax or gas tax shall be replaced by this Agreement upon its Effective Date and the formula shall continue to be implemented by the Department of Revenue.
5. **6-Cent Gas Tax Distribution Formula.** County and Municipality agree that the proceeds of the 6-Cent Gas Tax levied upon every gallon of motor fuel and diesel fuel sold in Lake County, shall be distributed between County and Municipalities within Lake County based on the formula as follows:

- a. County Share. Beginning September 1, 2014 and thereafter, 66.38% of the 6-Cent Gas Tax shall be distributed to County.
- b. Municipal Share. Beginning September 1, 2014, and thereafter, the municipal share of the 6-Cent Gas Tax shall be distributed to Municipalities in Lake County as follows: one-half (1/2) of the proceeds shall be based on the population distribution among each municipality and one-half (1/2) of the proceeds shall be based upon road miles of public roads maintained by each municipality. Population shall be determined utilizing the population estimates provided to the Governor by the Office of Economic and Demographic Research as provided in Section 186.901, Florida Statutes. Maintained road miles shall be determined from information reported by municipalities to the Florida Department of Transportation as provided in Section 218.322, Florida Statutes. The percentages set forth in this paragraph shall be recalculated each year beginning January 1, 2016, and the newly calculated percentages shall become effective on January 1st of each following year.
- c. The County Manager, or designee, is hereby directed to determine the percentage allocations as provided in this section and to provide copies to all Municipalities within Lake County, and to the Department of Revenue prior to October 1 of each year that the 6-Cent Gas Tax is in effect.
- d. County and municipal governments shall utilize moneys received from the 6-Cent Gas Tax only for transportation expenditures defined as expenditures by the local government from local or state shared revenue sources, excluding expenditures of bond proceeds, for the following programs:
 - i. Public transportation operations and maintenance.
 - ii. Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
 - iii. Roadway and right-of-way drainage.
 - iv. Street lighting installation, operation, maintenance, and repair.
 - v. Traffic signs, traffic engineering, signalization, and pavement markings, installation, operation, maintenance, and repair.
 - vi. Bridge maintenance and operation.
 - vii. Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.
- e. Any dispute as to the determination of distribution proportions shall be resolved as provided in Section 336.025(5)(b), Florida Statutes.

6. **5-Cent Gas Tax Distribution Formula.** If the levy of any or all of the 5-Cent Gas Tax is imposed by County and approved by referendum, County and Municipality agree that the proceeds of the 5-Cent Gas Tax shall be distributed as follows:

- a. County Share. Beginning on the statutory effective date, 66.38% of the 5-Cent Gas Tax shall be distributed to County.
- b. Municipal Share. Beginning on the statutory effective date, the municipal share of the 5-Cent Gas Tax shall be distributed to Municipalities in Lake County as follows: one-half (1/2) of the proceeds shall be based on the population distribution among each municipality and one-half (1/2) of the proceeds shall be based upon road miles of public roads maintained by each municipality. Population shall be determined utilizing the population estimates provided to the Governor by the Office of Economic and Demographic Research as provided in Section 186.901, Florida Statutes. Maintained road miles shall be determined from information reported by municipalities to the Florida Department of Transportation as provided in Section 218.322, Florida Statutes. The percentages set forth in this paragraph shall be recalculated each year beginning January 1st and the newly calculated percentages shall become effective on January 1st of each following year.
- c. The County Manager, or designee, is hereby directed to determine the percentage allocations as provided for herein and to provide copies to all Municipalities within Lake County, and to the Department of Revenue prior to October 1 of each year that the 5-Cent Gas Tax is in effect.
- d. County and municipal governments shall utilize moneys received from the 5-Cent Gas Tax for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks. Pursuant to Section 336.025(1)(b)(3), Florida Statutes, expenditures for the construction of new roads, the reconstruction or resurfacing of existing paved roads, or the paving of existing graded roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted comprehensive plan; provided, however, expenditures for the routine maintenance of roads shall not be an allowable expense.
- e. Any dispute as to the determination of distribution proportions shall be resolved as provided in Section 336.025(5)(b), Florida Statutes.

7. **Term of Agreement; Modification; Severability.**

- a. Once effective, this agreement shall remain in effect until modified or terminated by the parties, or until the termination of the local option fuel taxes.
- b. This Agreement may be modified or terminated only by agreement in writing and approved by County and Municipalities representing a majority of the unincorporated population within Lake County, Florida.
- c. The parties shall review and hold public hearings on the terms of this Agreement every ten (10) years.
- d. 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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Amended and Restated Interlocal Agreement Regarding Local Option Fuel Tax as of the dates set forth below:

ATTEST:

LAKE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

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

Amendment to Interlocal Agreement Between Lake County and Municipalities Relating to Local Option Fuel Tax_ 2018 (5cent)

MUNICIPALITY

Printed Name:_____

This ___ day of _____, 20____.

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



**AGENDA ITEM
NUMBER**
4g

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-021 Shiloh Street Infrastructure ILA		
For the Meeting of:	June 14, 2018		
Submitted by:	City Manager/City Attorney		
Date Submitted:	April 26, 2018		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	Resolution 2018-021 Shiloh Street Infrastructure Lake County Interlocal Agreement.		
Action to be Taken:	Adopt Resolution 2018-021		
Staff's Recommendation:	Approval		
Additional Comments:	Postponed from the April 26, 2018 regular meeting.		

Reviewed by: _____

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

RESOLUTION 2018-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SHILOH STREET INFRASTRUCTURE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shiloh Street is currently a Lake County publically maintained road; and

WHEREAS, the City of Fruitland Park desires for Lake County to resurface Shiloh Street and Lake County is willing to do so in exchange for the City of Fruitland Park accepting ownership of Shiloh Street, and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Interlocal Agreement between the City of Fruitland Park Florida and Lake County.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Interlocal Agreement between Lake County and the City of Fruitland Park, Florida for Shiloh Street Infrastructure Agreement, **a copy of which is attached hereto**, is approved.

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

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

PASSED AND RESOLVED this 14th day of June, 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

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF FRUITLAND PARK, FLORIDA FOR
SHILOH STREET INFRASTRUCTURE AGREEMENT**

THIS INTERLOCAL AGREEMENT is by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the “City,” to improve and transfer jurisdiction of Shiloh Street (CR 5907) located in Fruitland Park.

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, pursuant to Section 335.0415, Florida Statutes, public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Shiloh Street (CR 5907) extends from Poinsettia Avenue to Dixie Avenue (County Road 25A) in Fruitland Park; and

WHEREAS, it is in both the County and City’s best interest to transfer the jurisdiction, ownership interests, operation and maintenance responsibilities of Shiloh Street from the County to the City; and

WHEREAS, the City has requested certain improvements be made to Shiloh Street to facilitate the transfer to the City’s jurisdiction.

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. County Obligations.

A. Within six (6) months of the Effective Date of this Agreement, the County will resurface Shiloh Street with 1” of asphalt, at no cost to the City. The County additionally agrees to include the following in the Shiloh Street resurface project at that time, at no cost to the City: asphalt leveling, work on driveways within the right-of-way to achieve smooth

transitions, placement of fifty (50) linear feet of double yellow striping and a stop bar at the intersection of Poinsettia Avenue, placement of one hundred (100) linear feet of double yellow striping and a stop bar at the intersection of Dixie Avenue, addressing roadway shoulders as necessary, and any tree trimming along the roadway as necessary. The County shall be solely responsible for the work and agrees to provide the City with notice at least two (2) weeks prior to start of the work and in exchange, no right of entry, permit or other prior approval will be required by the City prior to start of the project.

B. In accordance with Section 335.01415, Florida Statutes, as of the effective date of this Agreement, the County agrees to transfer to the City any and all jurisdiction, ownership interests, operation and maintenance responsibilities that the County may have in Shiloh Street, as specifically identified in **Exhibit A**, attached hereto and incorporated herein by reference.

3. City Obligations. The City shall accept any and all of County's ownership interests, operation and maintenance responsibilities of Shiloh Street (CR 5907) extending from Poinsettia Avenue to Dixie Avenue (County Road 25A), as identified in **Exhibit A**, attached hereto, upon the completion of County's Obligations as provided in paragraph 2 above and in accordance with the provisions of Section 335.0415, Florida Statutes.

4. Termination. This Agreement shall remain in force until the completion of the work on Shiloh Street as described in paragraph 3 above, unless otherwise agreed to in writing by the City and the County.

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. 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 W. Berckman Street
Fruitland Park, Florida 34731

cc: County Road Operations Manager
Post Office 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, to the other party in a manner designated for the filing of notice hereunder.

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

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.

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

CITY OF FRUITLAND PARK, FLORIDA

ATTEST:

Esther Lewin-Coulson, City Clerk

Chris Cheshire, Mayor

This 26th day of April, 2018.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Interlocal Agreement between Lake County and the City of Fruitland Park for Shiloh Street Infrastructure Agreement

ATTEST:

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

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

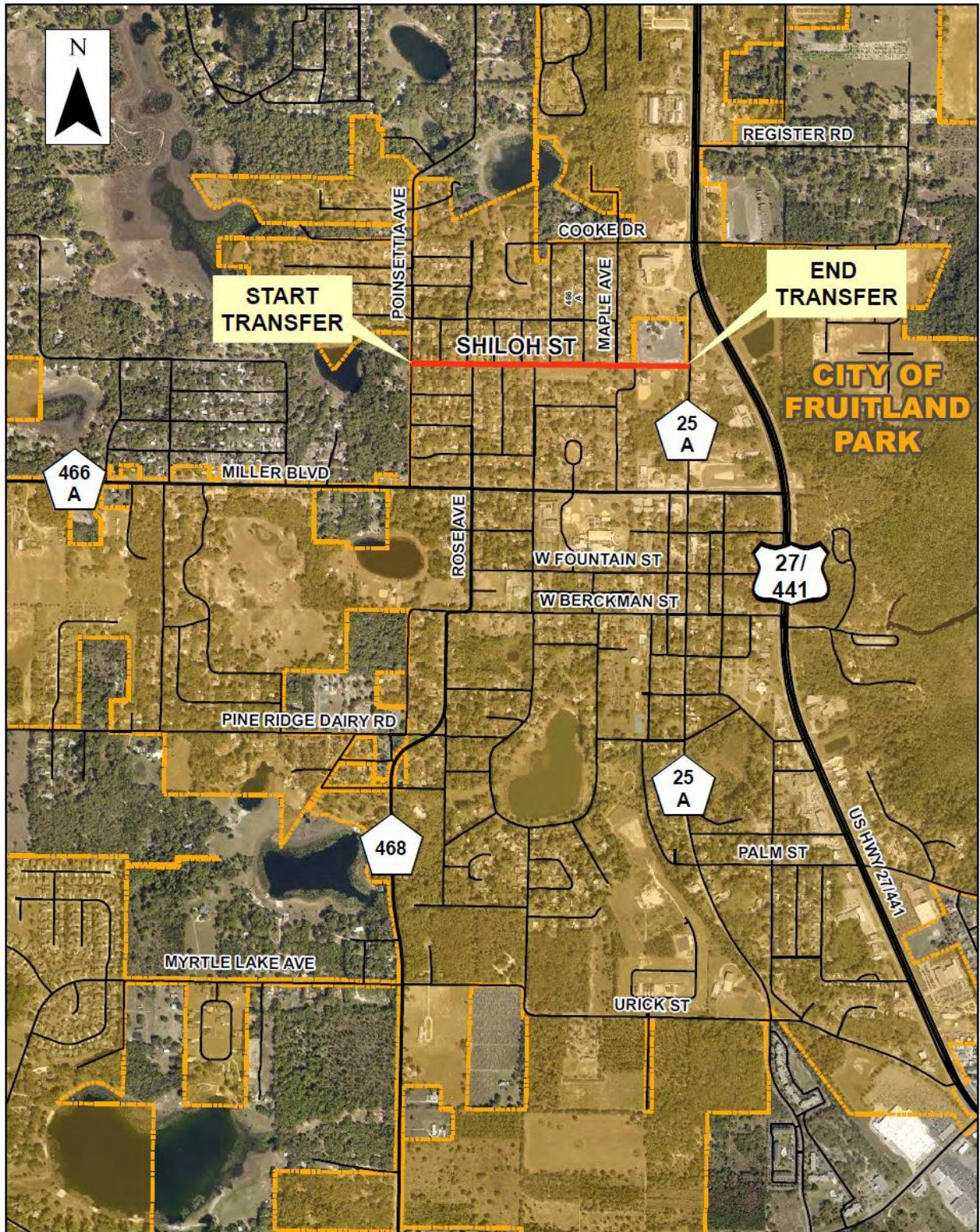
Timothy I. Sullivan, Chairman

This _____ of _____, 2018.

Approved as to form and legality:

Melanie Marsh
County Attorney

Exhibit A – Shiloh Street Location Map





**AGENDA ITEM
NUMBER
4h**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Public Hearing - Resolution 2018-018 – Hurst Street Closing – Olive Avenue		
For the Meeting of:	June 14, 2018		
Submitted by:	City Manager/City Attorney/Parks and Recreation Director		
Date Submitted:	April 19, 2018		
Are Funds Required:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Account Number:	See Attached		
Amount Required:	See Attached		
Balance Remaining:	See Attached		
Attachments:	Yes		
Description of Item:	Resolution 2018-018 Hurst Street Closing – Olive Avenue (The first reading was held on May 25, 2018.)		
Action to be Taken:	Adopt Resolution 2018-018		
Staff's Recommendation:	Approval		
Additional Comments:			

Reviewed by: _____
City Manager

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

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION:

THAT 50 FOOT WIDE ROAD RIGHT OF WAY AS SHOWN ON THE PLAN OF FRUITLAND PARK AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE SAID NORTH RIGHT OF WAY LINE ABUTTING THE SOUTH LINE OF LOTS 2, 3 AND 4, BLOCK 43, AND THE SAID SOUTH RIGHT OF WAY LINE ABUTTING THE NORTH LINE OF LOTS 5, 6 AND 7, BLOCK 43; BEING BOUNDED ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE FOR OLIVE AVENUE AS SHOWN ON SAID PLAN OF FRUITLAND PARK AND BEING BOUNDED ON THE EAST BY THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND IN FAVOR OF THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 584, PAGE 477, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:


1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AS BEING NORTH 00°35'00" EAST, PER DEED (ASSUMED MERIDIAN).
3. THE DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INFORMATION PROVIDED.
4. THIS SKETCH MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/200 OR SMALLER.
7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

CITY OF FRUITLAND PARK

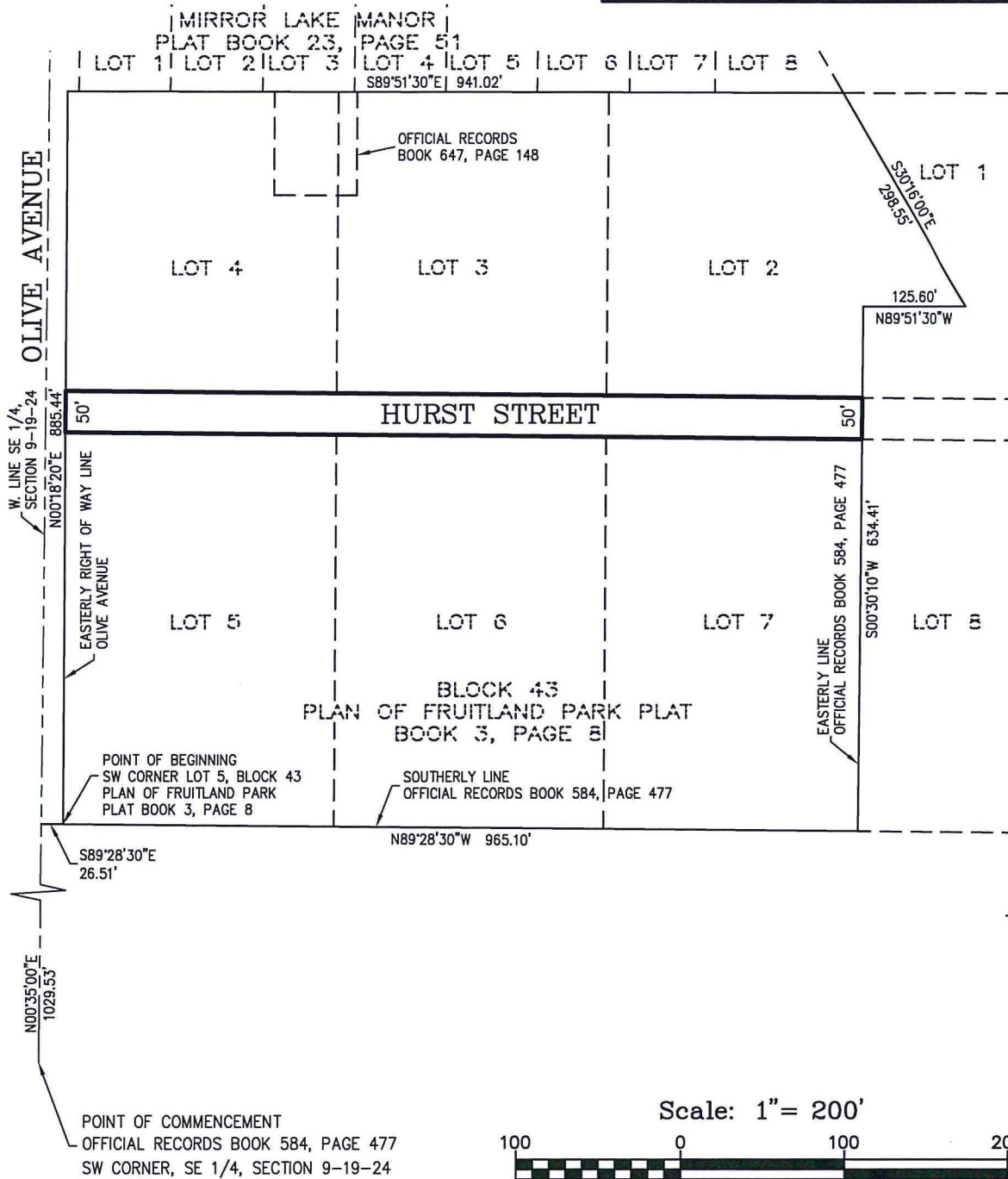
Jennings E. Griffin
 JENNINGS E. GRIFFIN, PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NO. 4486

DATE: 03/26/18

SHEET 1 OF 2		SKETCH OF DESCRIPTION	
CLIENT CITY OF FRUITLAND PARK JOB NO. 081040.0049 ACAD FILE Hurst Street Vacaton DATE 03-26-18 CHECKED BY: JEG DRAWN BY: JEG FLD. BOOK: REVISIONS _____ DATE _____		SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA. PLAN OF FRUITLAND PARK HURST STREET RIGHT OF WAY VACATION	
		 <p style="font-size: 0.8em;">BESH BERTH BENNETT METZGER & ASSOCIATES, P.A. 825 North Shoshone Ave., Office 302.343.0401 Tallahassee, Florida 32378 Fax: 302.343.0408 www.besh.com ENGINEERS SURVEYORS PLANNERS LICENSED BUSINESS 7914</p>	


SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



LEGEND

LB LICENSED BUSINESS
ID IDENTIFICATION

SHEET 2 OF 2		SKETCH OF DESCRIPTION	
CLIENT	CITY OF FRUITLAND PARK	SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.	
JOB NO.	081040.0049	PLAN OF FRUITLAND PARK HURST STREET RIGHT OF WAY VACATION	
ACAD FILE	Hurst Street Vacation	 <p>BESH SOUTH FLORIDA SURVEYING & PLANNING 802 North Bradley Ave. Office 382.343449 Tampa, Florida 32778 Fax 382.343468 www.beshs.com ENGINEERS SURVEYORS PLANNERS LICENSED BUSINESS 7914</p>	
DATE	03-28-18 CHECKED BY: JEG		
DRAWN BY: JEG	FLD. BOOK:		
REVISIONS	DATE		

WARRANTY DEED

Rec 6.00
St 180.00
Sur 16.00
Con 60.00

This Indenture, Made this 26th day of February, 1975,
Between CLYDE ROGERS, joined by his wife, ESTHER ROGERS, GLENN
ROGERS, joined by his wife, LOIS J. ROGERS, and REGENT R. WEBER,
a woman, of the county of Lake, State of Florida, grantors,
and ^PTHE SCHOOL BOARD OF LAKE COUNTY,
whose post office address is 201 West Burleigh Boulevard, Tavares, Florida,
grantee,

WITNESSETH, That said grantors, for and in consideration
of the sum of TEN AND NO/100 DOLLARS, and other good and
valuable considerations to said grantors in hand paid by
said grantee, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said grantee, and grantee's
heirs and assigns forever, the following described land,
situate, lying and being in the County of Lake, State of Florida,
to-wit:

From the SW corner of the SE 1/4 of Section 9, Township
19 South, Range 24 East, Lake County, Florida, run
North 0°35'00" E. along the West line of the SE 1/4 a
distance of 1029.53 ft., thence South 89°28'30" E. 26.51
ft. to the SW corner of Lot 5, Block 43, Town of Fruitland
Park, Florida, and the Point of Beginning of this description;
run thence North 0°18'20" E. 885.44 ft., thence South
89°51'30" E. 941.02 ft., thence South 30°16'00" E.
298.55 ft., thence North 89°51'30" W. 125.60 ft., thence
South 0°30'10" W. 634.41 ft., thence N. 89°28'30" West
965.10 ft., to the P.O.B., containing 20.00 acres.

and said grantors do hereby fully warrant the title to said
land and will defend the same against the lawful claims of
all persons whomsoever.

IN WITNESS WHEREOF, grantors have hereunto set grantors'
hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:

Arthur E. Roberts

ARTHUR E. ROBERTS

Imogene K. Merrill

As to Clyde Rogers and wife,
Esther Rogers

Clyde Rogers (SEAL)

CLYDE ROGERS

Esther Rogers (SEAL)

ESTHER ROGERS

RECORDED AND INDEXED
MAR 14 2 10 PM '75
CLERK CIRCUIT COURT
LAKE COUNTY, FLA

Clyde E. Rogers

Glenn Rogers (SEAL)
GLENN ROGERS

Imogene K. Merrill
As to Glenn Rogers and wife,
Lois J. Rogers

Lois J. Rogers (SEAL)
LOIS J. ROGERS

Imogene K. Merrill
Clyde E. Rogers
As to Regent R. Weber

Regent R. Weber (SEAL)
REGENT R. WEBER

STATE OF FLORIDA
COUNTY OF LAKE

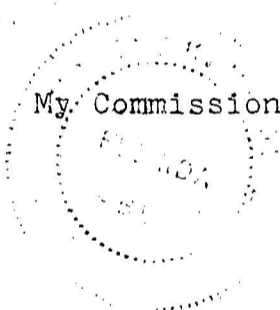
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CLYDE ROGERS and wife, ESTHER ROGERS; GLENN ROGERS and wife, LOIS J. ROGERS; and REGENT R. WEBER, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of February, 1975.

Imogene K. Merrill
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 26, 1976
Bonded By American Fire & Casualty Co., _____



LAKE COUNTY

077969

FLORIDA DEPT. OF REVENUE MARI475 P.D. 10823

DOCUMENTARY SUR TAX 68.00

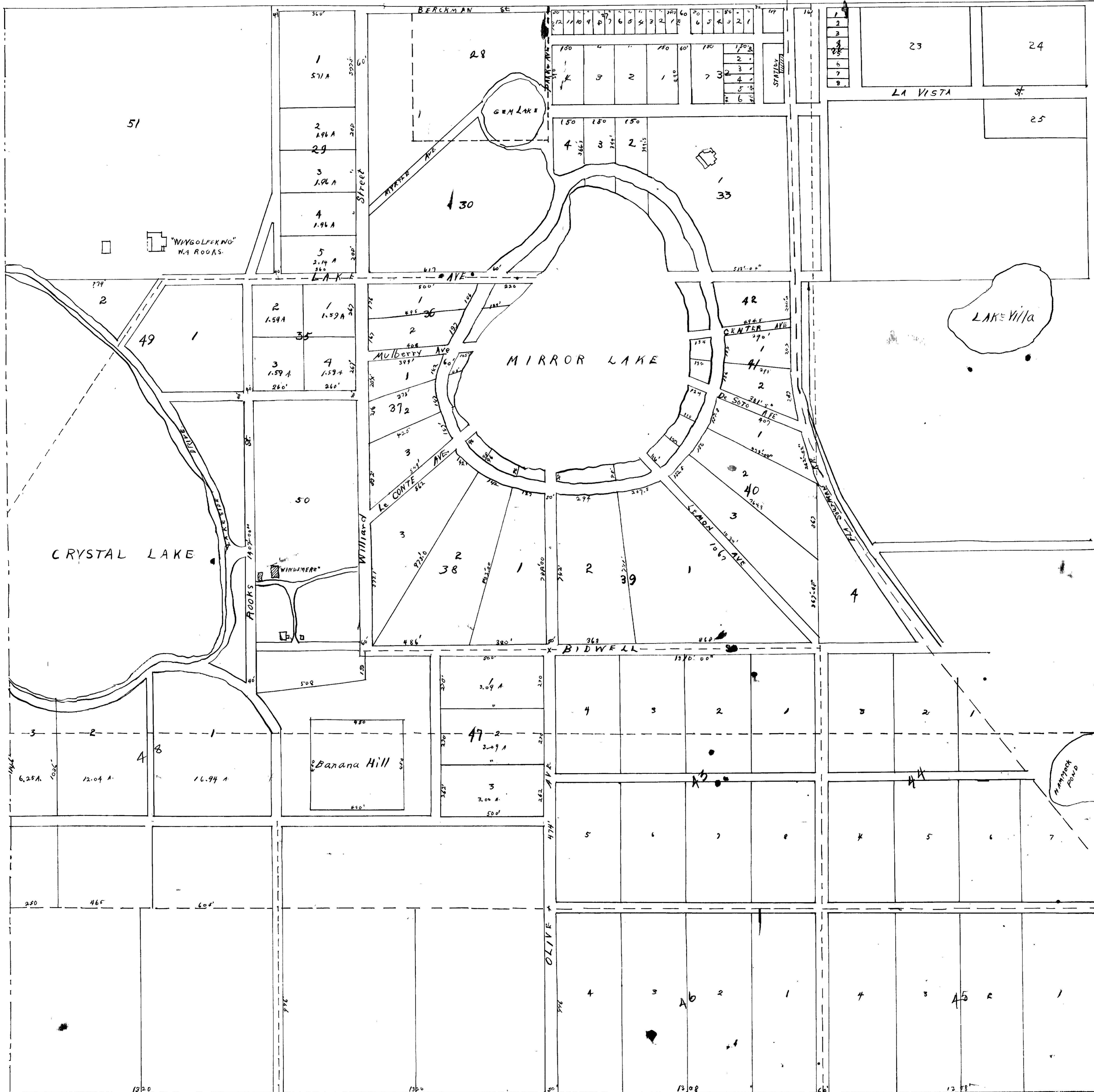
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STATE OF FLORIDA DEPT. OF REVENUE

DOCUMENTARY STAMP TAX 180.00

PB. MARI475 10541



PLAN OF FRUITLAND PARK

Sumpter Co. Florida.

Scale 200 ft. = 1 inch

Wm. M. Husson, Dra. P.S.M.A.

H. J. Campbell

May 1885

Filed for record November 17, 1915
Recorded November 27, 1915

Clark

State of Florida, Sumter County
 I, W. M. Husson, Clerk of the Court, do hereby certify that the original
 plat of Fruitland Park, Florida, as shown on the attached map, is a true and
 correct copy of the public records of Sumter County, Florida, and that
 the same was filed for record on the 17th day of November, 1915.
 W. M. Husson
 Clerk of the Court



**AGENDA ITEM
NUMBER
4i**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Public Hearing - Ordinance 2018-005 Golf Carts			
For the Meeting of:	May 24, 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: 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: Continued from the May 10, 2018 regular meeting.				

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 unless otherwise provided herein. Golf carts meeting the definition set forth in section 73.01 may be operated on the roads listed below located within the city limits of Fruitland Park, but only those County roads or County streets, or segments thereof, named and depicted in the sketch and description prepared by LPG and on file with the City Clerk,
 - a. Cooke Drive
 - b. Poinsettia Avenue
 - c. Shiloh Street
 - ~~d. CR 25 (Dixie Avenue)~~
 - ~~e.d.~~ Urick Street
 - ~~f.e.~~ Myrtle Lake Avenue
 - ~~g.f.~~ Pine Ridge Dairy Road
 - ~~h.g.~~ _____ Cutoff Road
 - ~~i.h.~~ CR 468 only at Designated Golf Cart Crossing
 - ~~j.i.~~ CR 466A/(Miller Street) only at Designed Golf Cart Crossing

- (2) Golf carts are prohibited from operating on CR 468 and County Road 466A, except at controlled intersections approved by the City Commission. Each designated controlled intersection shall be posted with signage.
- (3) Golf cart operation on sidewalks is prohibited.
- (4) 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 _____, 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
5b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Attorney Report		
For the Meeting of:	June 14, 2018		
Submitted by:	City Attorney		
Date Submitted:	June 7, 2018		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item: Please find below items to report to the City Commission.			
<u>Notice of Claim – James Hartson:</u> No developments to report.			
<u>Notice of Claim – Larry Odum:</u> No developments to report.			
<u>Traffic Control – County Road:</u> Addressed at the April 26 and May 24, 2018 regular meetings.			
Action to be Taken			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____

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

Subject: FW: Fruitland Park Streets

Chief,

Below is the response from Jim Dowling with Lake County GIS. He also CC his manager.

From: Dowling, Jim [<mailto:JDowling@lakecountyfl.gov>]
Sent: Thursday, May 31, 2018 1:05 PM
To: Erik D. Luce
Cc: Carroll, Sue
Subject: RE: Fruitland Park Streets

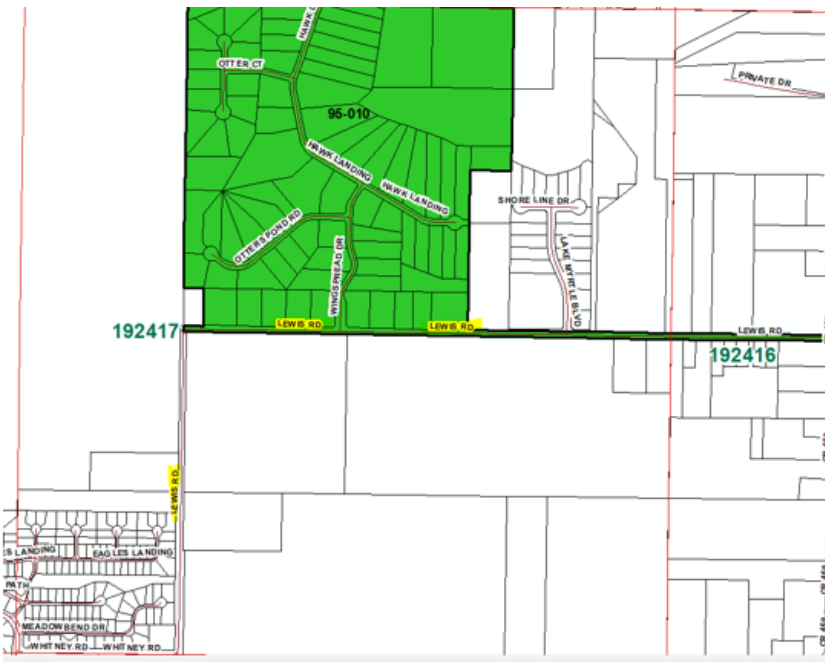
Hi Capt. Luce,

Lake County GIS has reviewed the following areas to determine if roads are considered within jurisdictional limits..... Upon reviewing the ordinances cited below, I feel confident the areas referenced belong to the City of Fruitland Park. If for some reason this is not the determination of City officials, I would be happy to discuss this further in order to resolve.

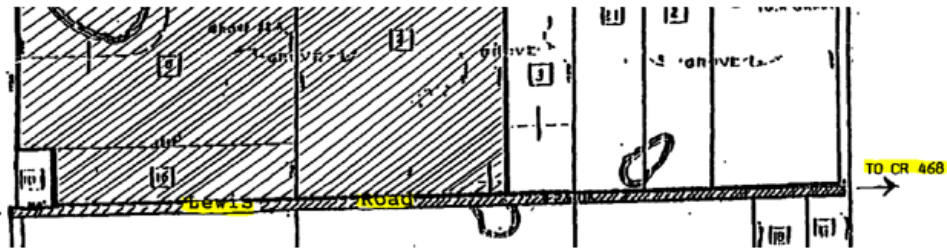
Sincerely,
Jim Dowling

1.) Lewis Rd

According to Ordinance # 95-010 passed 1/11/1996, it's apparent in paragraphs 1 & 2 that Lewis road is included in the jurisdictional limits of Fruitland Park. The map accompanying this ordinance also confirms this fact.(See Below)



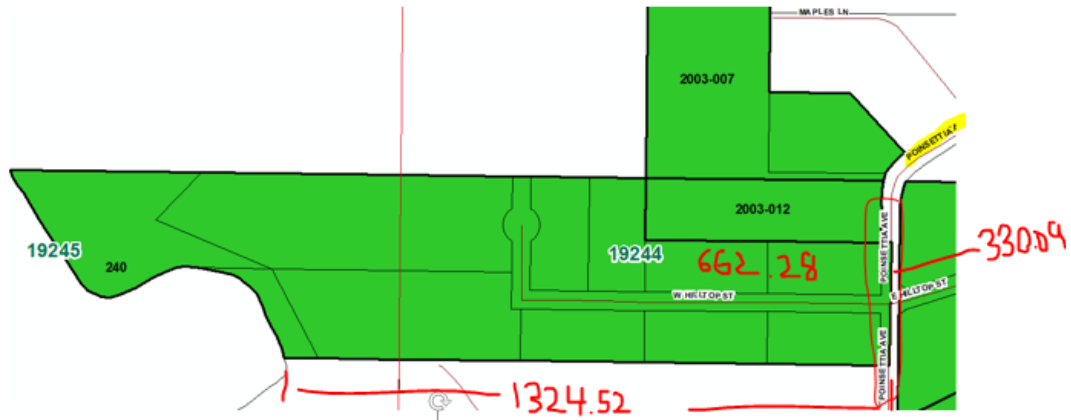
PARCEL "A" (LEWIS ROAD):
 THE SOUTH 25 FEET OF THE EAST 3/4 OF THE NORTH 1/2; AND THE NORTH
 25 FEET OF THE EAST 3/4 OF THE SOUTH 1/2; ALL LYING IN SECTION 17,
 TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA;
 AND
 THE SOUTH 25 FEET OF THE S.W. 1/4 OF THE N.W. 1/4; AND THE NORTH 25
 FEET OF THE N.W. 1/4 OF THE S.W. 1/4; ALL LYING IN SECTION 16,
 TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA.
 SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD,
 IF ANY.



2.) Poinsetta Ave

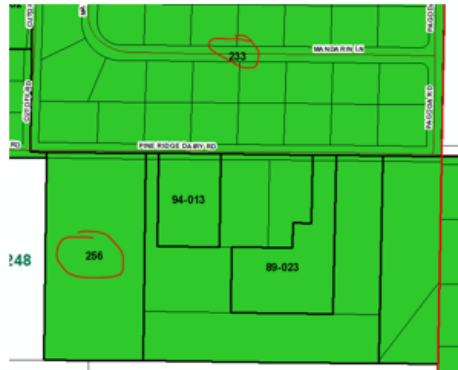
Ordinance #240 passed 7/28/77 takes in portion of Poinsetta Ave in the second paragraph of legal description (highlighted below)

Ordinance 2003-016, 90-016, & E-105 all call in 1/4 sections- this line runs down the center of Poinsetta Ave. No less-outs are called for these areas in the legal descriptions.



AND:

Commence at the corner for Sections 4 and 5 on the Township line, in T19S, R24E, run thence South 658.60' to P.O.B., thence into Sec. 4 S 89 degrees 52' E 662.30', thence S 0 degrees 00' 16" W 165', thence S 89 degrees 52' E 662.28', thence S 0 degrees 00' 32" W 330.09', thence N 89 degrees 51' 15" W 1324.52' to the line between Sections 4 and 5, thence into Sec. 5, N 89 degrees 43' 30" W 216.69' to the waters of Spring Lake, thence with a traverse of said waters N 28 degrees 10' 32" W 272.76', thence N 67 degrees 43' 38" W 340.43', thence N 43 degrees 56' 34" E 176.25', thence S 89 degrees 43' 20" E 538.20' to the Sec. line and P.O.B.
 (LESS: That portion previously annexed to the City of Fruitland Park, May 10, 1973, by Ordinance # 174).



THE SE¼ OF THE SW¼ OF THE SW¼ OF SEC. 4, TWP. 19 S., RGE 24 E. LAKE COUNTY, FLA., LESS THE EAST 550.0 FT. THEREOF. THE WEST ½ OF THE SW¼ OF THE SW¼ OF SEC. 4, TWP. 19 S., RGE 24 E. IN LAKE COUNTY, FLORIDA, LESS THE R/W OF STATE ROAD NO. S-466A AND ALSO LESS; BEGIN AT THE N.E. CORNER OF THE WEST ½ OF THE SW¼ OF THE SW¼ OF SAID SECTION 4, RUN SOUTH 600 FT., THENCE WEST 365 FT. THENCE NORTH 600 FT., THENCE EAST 365 FT. TO THE P.O.B. AND THE SE¼ OF THE SE¼ OF SEC. 5, TWP. 19 S., RGE 24 E., LAKE COUNTY, FLORIDA. **THE NE¼ OF THE NE¼ OF SEC. 8, TWP. 19 S., RGE. 24 E., LAKE COUNTY, FLORIDA AND THE NW¼ OF THE NW¼ OF THE NW¼ OF SEC. 9, TWP. 19 S., RGE 24 E.**

Ord 256

That part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Northwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of the said Section 8, run East along the North line of the South Half (S½) of the Northeast Quarter (NE¼) of the said Section 8 a distance of 1375 feet for a point of beginning. From said point of beginning, run East along the North line of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of the said Section 8 a distance of 319.67 feet thence run South 657.5 feet; thence run West 319.67 feet; thence run North 657.5 feet to the point of beginning, **including the Right of Way for County Road #1-5702.** Said property is herein zoned RS-1B.

4) Myrtle lake
Ordinance 95-010 takes in Myrtle Lake Ave(see below)



PARCEL "B" (MYRTLE LAKE AVENUE):
THE SOUTH 25 FEET OF THE EAST 1/4 OF THE N.W. 1/4 OF THE S.E. 1/4; AND THE NORTH 25 FEET OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4; AND THE SOUTH 25 FEET OF THE N.E. 1/4 OF THE S.E. 1/4; AND THE NORTH 25 FEET OF THE S.E. 1/4 OF THE S.E. 1/4; ALL LYING IN **SECTION 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA;**
AND
THE SOUTH 20 FEET OF THE N.W. 1/4 OF THE S.W. 1/4; AND THE NORTH 25 FEET OF THE S.W. 1/4 OF THE S.W. 1/4; ALL LYING IN **SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA;** AND THAT 13-FT. WIDE STRIP OF LAND LYING SOUTH OF LOTS 1 THROUGH 8, INCLUSIVE, OF THE PLAT OF CRYSTAL MANOR, AS RECORDED IN PLAT BOOK 25, PAGE 94 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.



**AGENDA ITEM
NUMBER
6**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments			
For the Meeting of:	June 14, 2018			
Submitted by:	City Clerk			
Date Submitted:	June 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

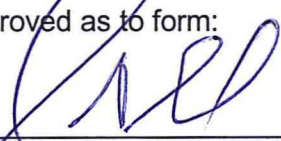
ATTEST:


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