



## **FRUITLAND PARK CITY COMMISSION REGULAR MEETING AGENDA**

**November 8, 2018 (Third Revision 11/08/18 2:00 p.m.)**

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

**6:00 p.m.**

- 1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**  
Invocation – Reverend Mal Patterson, Community United Methodist Church  
  
Pledge of Allegiance – Interim Police Chief Erik Luce
- 2. ROLL CALL**
- 3. ELECTIONS** (city clerk) (revised 2)  
**Canvassing of Returns – November 6, 2018 General Election, Certification Election Unofficial Results - District 2 City Commissioner**
- 4. OATH OF OFFICE** (revised 2)
  - (a) Swearing in – City Commissioner, District 1** (city clerk)  
Patrick DeGrave
  - (b) Swearing-in – City Commissioner, District 2** (city clerk)  
John Mobilian
- 5. ANNUAL ELECTION OF OFFICERS**
  - (a) Mayor** (city clerk)
  - (b) Vice Mayor** (city clerk)
- 6. SPECIAL PRESENTATIONS**
  - (a) Check Presentation – Gardenia Park Renovation - FRDAP Land and Recreation Grants** (city clerk)  
State of Florida Recreation Development Assistant Program Land and Recreation Grants check presentation for \$100,000 for Gardenia Park renovation.
  - (b) Veterans Day Proclamation** (city clerk) (revised)
  - (c) Sixth Annual Wreaths Across America Proclamation** (city clerk)
  - (d) Titans Swim Team Special Presentation** (city manager/parks and recreation director)

- (e) **Fruitland Park Library Presentation** (city manager/library director) (rev)

**7. 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)  
August 30, 2018 regular meeting

**8. REGULAR AGENDA**

- (a) **2019 City Commission Meeting Schedule** (city clerk)  
Approve the 2019 city commission meeting schedule.

- (b) **City Boards-Committees** (city clerk) (revised2)

- i. **P&Z Board**
- ii. **Lake-Sumter MPO Governing Board**
- iii. **Board of Trustees Firefighters Pension Trust Fund**
- iv. **Lake County Parks, Recreation and Trails Advisory Board**
- v. **Lake County Educational Concurrency Review Committee**
- vi. **Lake County League of Cities**
- vii. **Mayor – Boards/Committees**
- viii. **Lake County Arts and Cultural Alliance**

- (c) **Resolution 2018-066 NPDES Program Coordination – FY 2018-19 - Agreement and Statement of Work** (city manager/public works director) (revised2)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT AND STATEMENT OF WORK ~~WITH~~ BETWEEN THE CITY OF FRUITLAND PARK AND MARYANN KRISOVITCH FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PROGRAM FOR FISCAL YEAR 2018/2019; AND PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Resolution 2018-067 Fire Assessment Program Annual Maintenance – FY 2019-20 – GSG Proposal** (city manager/city treasurer/city attorney) (revised2)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA ACCEPTING THE FIRE

~~GOVERNMENT SERVICES GROUP INC.'S FIRE ASSESSMENT PROGRAM ANNUAL MAINTENANCE SERVICES SCOPE OF SERVICES FROM GSG, INC., FOR FY 2019-20; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECIVE DATE.~~

- (e) **Resolution 2018-068 – Lawn and Landscaping Services TruGreen Contract Agreement** (city manager/public works director/city attorney) (revised2)

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA APPROVING AN AGREEMENT WITH TRUGREEN COMMERCIAL FOR LAWN AND LANDSCAPING SERVICES FERTILIZING, WEED CONTROL AND TURF DAMAGING INSECT CONTROL SERVICES AT FRUITLAND PARK CITY HALL, FRUITLAND PARK LIBRARY, AND NORTHWEST LAKE COMMUNITY - CALES RECREATION PARK MULTIPURPOSE SOCCER FIELD; PROVIDING FOR SEVERABILITY; ~~AND~~ PROVIDING FOR AN EFFECIVE DATE.~~

- (f) **~~Resolution 2018-069 – FEMA Line of Credit – USB~~** (city treasurer/city attorney) (revised2)

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA APPROVING PAYMENTS ON THE CITY'S LINE OF CREDIT WITH UNITED SOUTHERN BANK FOR UNITED STATES DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FOR HURRICANE EXPENSES; AUTHORIZING AND APPROVING ALL FUTURE SUCH PAYMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.~~

- (f) **Resolution 2018-071 FY 018-019 Library Construction Budget Amendment** (city treasurer/city manager/city attorney) (revised2)

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER BY \$30,000 TO TRANSFER FUNDS TO THE LIBRARY CONSTRUCTION BUDGET FROM CIP TO THE GENERAL FUND; TO INCREASE THE GENERAL FUND BUDGET BY \$30,000 AND INCREASE THE LIBRARY CONSTRUCTION FUND BUDGET BY \$55,000 PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2018-2019 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.~~

- (g) **Resolution 2018-070 Payment Processing Services – Government Merchant Agreement - Forte Payment Systems Inc.** (city manager/city attorney/parks and recreation director) (revised3)

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA APPROVING A PAYMENT~~

PROCESSING AGREEMENT WITH FORTE PAYMENT SYSTEMS INC. TO PROVIDE PAYMENT PROCESSING AND RELATED SERVICES FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

AN RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE PAYMENT PROCESSING AGREEMENT BETWEEN FORTE PAYMENT SYSTEMS, INC. AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

**PUBLIC HEARING**

**(h) First Reading and Public Hearing Ordinance 2018-023 – Line of Credit – USB (city manager/city attorney/city treasurer) (revised2)**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A LINE OF CREDIT FROM UNITED SOUTHERN BANK AS OUTLINED IN A COMMITMENT LETTER DATED SEPTEMBER 6, 2018; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE LINE OF CREDIT; PLEDGING OUTSTANDING FEMA REIMBURSEMENTS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be on December 13, 2018.)

**(i) First Reading and Public Hearing Ordinance 2018-022 – Electric Franchise Agreement - Extension (city manager/city attorney) (revised2)**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; APPROVING AN THE SECOND AMENDMENT TO ~~FRUITLAND PARK'S~~ ELECTRIC FRANCHISE AGREEMENT ~~WITH~~ BETWEEN THE CITY OF LEESBURG, FLORIDA AND THE CITY OF FRUITLAND PARK ~~EXTENDING TO EXTEND THE TERM OF THE FRANCHISE AGREEMENT FIVE YEARS WITH AN EXPIRATION DATE OF DECEMBER 31, 2023; PROVIDING FOR CERTAIN TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.~~ (The second reading will be on December 13, 2018.)

**(j) Second Reading and Public Hearing - Ordinance 2018-019 Definitions and Interpretations – Commercial Parking (city attorney/city manager/community development director) (revised)**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE DEFINITION OF COMMERCIAL PARKING IN CHAPTER 151 OF THE *LAND DEVELOPMENT CODE*; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR DIRECTIONS FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS,

SEVERABILITY; AND AN EFFECTIVE DATE. (The first reading was held on October 11, 2018.)

**QUASI-JUDICIAL PUBLIC HEARING**

**(k) Second Reading and Quasi-Judicial Public Hearing - Ordinance 2018-021 - Rezoning Petitioner: Larry Smith Trustee** (city

attorney/city manager/community development director) (revised3)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.75 ± ACRES OF THE PROPERTY FROM RESIDENTIAL PROFESSIONAL (RP) TO NEIGHBORHOOD COMMERCIAL (C-1) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 11, 2018.)

**END OF QUASI-JUDICIAL PUBLIC HEARING**

**9. OFFICERS' REPORTS**

**(a) City Manager**

**(b) City Attorney**

**10. PUBLIC COMMENTS**

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

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

**11. COMMISSIONERS' COMMENTS** (revised)

**(a) Commissioner Mobilian**

**(b) Commissioner DeGrave**

**(c) Commissioner Bell**

**(d) Vice Mayor Gunter, Jr.**

**12. MAYOR'S COMMENTS**

### 13. ADJOURNMENT

#### **DATES TO REMEMBER** (revised2)

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

November 9, 2018, Movie on the Lawn *Jurassic World*, City Hall (front lawn) at 6:00 p.m.

November 12, 2018, Veterans Day (November 11, 2018) – City Hall Closed

November 16, 2018, LCLC *Election of Officers*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

November 19, 2018, Lake County Arts and Cultural Alliance, Mount Dora Center for the Arts, 138 E 5 Avenue, Mount Dora, Florida 32757 at 3:00 p.m.

November 22, 2018, City Commission Regular – CANCELLED

November 22, 2018 – Thanksgiving Day - City Hall Closed

November 23, 2018 – Day After Thanksgiving – City Hall Closed

November 30, 2018 *Holiday Party* – Community United Methodist Church, 309 College Avenue, Fruitland Park, Florida 34731 at 7:00 p.m.

December 5, 2018 LS-MPO Governing Board Meeting, 225 W Guava St, Lady Lake, Florida 32159 at 2:00 p.m.

December 7, 2018, Hometown Christmas at 5:30 p.m.

December 13, 2018, Lake County School Board Annual School Concurrency Meeting, Lake County District Office Board Room, 201 W. Burleigh Boulevard, Tavares , Florida 32778 at 10:00 a.m.

December 13, 2018, City Commission Regular

December 14, 2018, LCLC *Year-End Wrap-up*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

December 15, 2018, Sixth Annual Wreaths Across America Ceremony, Shiloh Cemetery, Fruitland Park at noon

December 24, 2018, Christmas Eve - City Hall Closed

December 25, 2018, Christmas Day - City Hall Closed

December 27, 2018, City Commission Regular – CANCELLED

January 1, 2019, New Year's Day – City Hall Closed

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

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

**PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.**



**AGENDA ITEM  
NUMBER  
3**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Canvassing Board		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	November 2, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Forthcoming		
<b>Description of Item:</b> a. The unofficial returns certificates of the November 6, 2018 General Election from the Lake County Supervisors of Elections will be forthcoming.			
<b>Action to be Taken:</b> Approve the results of the November 6, 2018 election pending the execution of the final official returns from Lake County Supervisor of Elections Office.			
<b>Staff's Recommendation:</b> Approval.			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor



**AGENDA ITEM  
NUMBER  
4ab**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Swearing-In and Installation of Elected Official		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	November 2, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b>	Swearing-in and installation of elected official for City of Fruitland Park Commissioners (a) District 1  (b) District 2		
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor





506 W. Berckman St.  
Fruitland Park FL 34731

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

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## OATH OF OFFICE

“I (name) do solemnly swear (or affirm) that I will support and uphold the Constitution and Laws of the United States and of the State of Florida; that I am qualified under the law to hold the office which I am about to assume, and that I will faithfully and impartially perform and discharge the duties of the office of city commissioner, according to the law, to the best of my ability, so help me God (optional).”

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Signature of Elected/Appointed Official

Subscribed and sworn to before me this 8<sup>th</sup> day of November, 2018

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Signature of Person Administering Oath



**AGENDA ITEM  
NUMBER  
5ab**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Annual Election		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	November 1, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	No		
<b>Description of Item:</b>			
<p>According to Article III, Section 3.07, Mayor, the city's charter requires the city commission on an annual basis at its first regular meeting or soon thereafter after the November regular election to elect one of its members as:</p> <p>(a) mayor</p> <p>(b) vice mayor</p>			
<b>Action to be Taken:</b> Approve the nominations.			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor



**AGENDA ITEM  
NUMBER  
6a**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Special Presentation – Gardenia Park Renovation – FRDAP Land and Recreation Grants			
<b>For the Meeting of:</b>	August 30, 2018			
<b>Submitted by:</b>	City Manager/Parks and Recreation			
<b>Date Submitted:</b>	August 30, 2018			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	No			
<b>Description of Items:</b>				
State of Florida Recreation Development Assistance Program (FRDAP) for the renovation of Gardenia Park.				
FRDAP is a competitive grant program administered by the Land and Recreation Grants section. It provides state funds for the acquisition or development of lands for public outdoor recreational use. Eligible applicants include municipal and county governments and other authorized entities with the legal responsibility to provide outdoor recreation. For the FY 2016-17 funding cycle, over \$7.3 million dollars was awarded.				
<b>Action to be Taken:</b> None				
<b>Staff's Recommendation:</b>				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the special agenda: \_\_\_\_\_  
Mayor



**AGENDA ITEM  
NUMBER  
6b**

5

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Special Presentation – Veterans Day Proclamation		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	October 25, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Items:</b>			
November 11, 2018 Veterans Day Proclamation.			
The Veterans Day event by John Gella Memorial American Legion Post 219 will be held on November 12, 2018 at 11:00 a.m. at the front of city hall.			
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor



# Proclamation

**WHEREAS**, on the 11<sup>th</sup> hour of the 11<sup>th</sup> day of the 11<sup>th</sup> month of 1918, armist between Germany and the allied nations were formed; and

**WHEREAS**, The American Legion was founded in March 1919 in Paris, France, by U.S. World War I military personnel stationed there who were dedicated to four pillars of service and advocacy: veterans, military personnel, youth and patriotic values; and

**WHEREAS**, The United States Congress passed a resolution on June 4, 1928 calling for the observance of November 11<sup>th</sup> with appropriate ceremonies and to expand its significance, approved and changed the name of the holiday to *Veterans Day* on June 1, 1954, and

**WHEREAS**, in September 1955, the Town Council of Fruitland Park approved dedicating a new recreation area, presented by the Lions Club, naming *Memorial Park* now known as *Veterans Park* and in the following year, installed a marker inscribed with the names of the Fruitland Park boys who gave their lives in the service of our country; and

**WHEREAS**, in 1979, the State Legislature passed a bill dedicating November 11<sup>th</sup> of each year to the cause of world peace and dedicated that date as *Veterans Day* henceforth and forevermore; and

**WHEREAS**, John Gella Memorial Unit 219 Inc., of the American Legion Auxiliary started in March 1980 and on April 8, 1993, the City of Fruitland Park Commission accepted the Post's request and erected a six-foot monument at the front of city hall, at the corner of College Avenue and Berckman Street, as a cornerstone of the community where gatherings have since been held as a memorial to veterans of all wars and all branches of the military; and

**WHEREAS**, The American Legion will be marking its 100<sup>th</sup> year anniversary in 2018 and 2019 with the slogan *Veterans Still Serving America*; and

**WHEREAS**, the city commission express heartfelt gratitude to the members of The John Gella Memorial Unit 219 Inc., of the American Legion Auxiliary for their continued devotion in working with our veterans within the community and commit to support its tremendous efforts in paying homage to the current and fallen military service personnel of all its wars with a plaque displayed at city hall as they have contributed so much to the preservation of this nation,

**NOW, THEREFORE, BE IT PROCLAIMED THAT** I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida", on behalf of the city commissioners, do hereby proclaim November 11, 2018 as ***Veterans Day*** and jointly with The John Gella Memorial Unit 219 Inc., of the American Legion Auxiliary invite all of our citizens to solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom on November 12, 2018 at 11:00 a.m. outside city hall so that their efforts shall not have been in vain.

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Chris Cheshire, Mayor

Attest:

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Esther Coulson, City Clerk  
Dated this 8<sup>th</sup> day of November 2018



**AGENDA ITEM  
NUMBER  
6c**

5

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Special Presentation - 6 <sup>th</sup> Wreaths Across America Proclamation		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	October 18, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Items:</b>			
Wreaths Across America Proclamation – the 6 <sup>th</sup> Annual Wreaths Across America Ceremony will be held on Saturday, December 15, 2018 at noon at Shiloh Cemetery.			
<b>Action to be Taken:</b> None			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor



# Proclamation

**WHEREAS**, Wreaths Across America™ (WAA) is a national nonprofit organization founded in 2007 to continue and expand the annual wreath-laying ceremony at Arlington National Cemetery begun by Maine businessman Morrill Worcester, in 1992; and

**WHEREAS**, on March 9, 1967, the town council initially instituted a Memorial Day Program at Shiloh Cemetery honoring veterans and loved ones buried at Shiloh Cemetery, and

**WHEREAS**, 2018 marks the 27<sup>th</sup> year for Wreaths Across America events being held at over 1,100 participating locations across our great country and overseas; and

**WHEREAS**, these events are made possible by the generous commitment of volunteers and those who donate for hundreds of thousands of ceremonial remembrance wreaths to be placed on veterans' graves for this nationwide observance; and

**WHEREAS**, John Gella Memorial Unit 219 Inc., of the American Legion Auxiliary, in the State of Florida, along with members of the entire American Legion Family of 219 and honored guests will conduct its sixth annual Wreaths Across America Ceremony at Shiloh Cemetery in the City of Fruitland Park at 12 noon on December 15, 2018; and

**WHEREAS**, following the official ceremony, members of the American Legion Family of 219, with the assistance of area citizens and guests in attendance, will adorn all veterans' gravesites in Shiloh Cemetery with remembrance wreaths in a solemn tribute to the courage and sacrifice of those who have guarded and preserved our nation's freedom throughout history.

**NOW, THEREFORE BE IT RESOLVED THAT** I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, do hereby declare Saturday, December 15, 2018 as the official **Wreaths Across America Day** in Fruitland Park and on behalf of the City of Fruitland Park Commission and citizens, we recognize the mission to *Remember* our fallen veterans, *Honor* those who serve, and *Teach* our children the value of freedom and recognize and commend the American Legion Family of 219 for this patriotic tribute to America's veterans.

Dated this 8<sup>th</sup> day of November 2018

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Chris Cheshire, Mayor

Attest:

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Esther Coulson, City Clerk



**AGENDA ITEM  
NUMBER  
6d**

5

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Special Presentation – Titans Swim Team		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Manager/Parks and Recreation Director		
<b>Date Submitted:</b>	October 18, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>			
<b>Description of Items:</b>			
<b>Action to be Taken:</b> None			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor





**AGENDA ITEM  
NUMBER  
6e**

5

## AGENDA ITEM SUMMARY SHEET

### Revised

<b>ITEM TITLE:</b>	Special Presentation – Fruitland Park Library				
<b>For the Meeting of:</b>	November 8, 2018				
<b>Submitted by:</b>	City Manager/Fruitland Park Library Director				
<b>Date Submitted:</b>	September 30, 2018				
<b>Are Funds Required:</b>			Yes	X	No
<b>Account Number:</b>	N/A				
<b>Amount Required:</b>	N/A				
<b>Balance Remaining:</b>	N/A				
<b>Attachments:</b>	Yes – Additional Material				
<b>Description of Items:</b>	Power-point presentation				
<b>Action to be Taken:</b>	None				
<b>Staff's Recommendation:</b>					
<b>Additional Comments:</b>					

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor



# *Fruitland Park Library*

Furniture



- Library Interiors of Florida, Inc. is a Florida Corporation established in 1990 for the sole-purpose of planning and furnishing libraries.



# THE LIBRARY INTERIORS GROUP

## **Florida Corporation**

- Established January 31, 1990
- Incorporation Registry #L47929

## **Federal Employer Identifier**

- #58-1877256

## **Financial**

- Dunn & Bradstreet #09-693-9558
- Substantial Line-of-Credit
- Surety Bond Rating "A"

## PERSONNEL



10006 Cross Creek Blvd. #432  
Tampa, FL 33647

■ *Jeff Hunt*

office: 813.977.6805  
fax: 813.977.6806  
mobile: 813.340.0649  
email: [jeff.hunt@libraryinteriors.com](mailto:jeff.hunt@libraryinteriors.com)

**LIBRARY INTERIORS OF FLORIDA, INC.**

THE LIBRARY INTERIORS GROUP  
new orleans ■ orlando ■ tampa ■ boca raton ■ birmingham

### **President – Library Interiors of Florida, Inc.**

(32) years of experience planning and furnishing libraries

Dealer Advisory Council for multiple manufacturers

previous employment with a national library furniture manufacturer

Bachelor of Science - Construction Management



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

The State of Florida, Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by Florida State agencies, local governments, educational institutions, and other entities as defined in 60A-1.005, Florida Administrative Code. Statewide contracts and agreements **enable eligible users to pool their buying power to lower total costs and reduce administrative burden while complying with Chapter 287 Florida Statutes governing the purchase of products and services.**

# Florida State Contracts

This is just a partial list of contractors I'm working with to receive significant discounts. Jeff and I are working off of a 2015 manufacturers' published price lists. Full list of 24 Florida State Contracts available.

Manufacturer	Product	Discount
ESTEY	Steel Library Shelving	44.00% - 64.00%
WORDEN	Wood Library Furniture	44.00% - 50.00%
ARCADIA	Upholstered Seating	52.25% - 56.25%
HARTER	Contemporary Seating	53.45% - 60.45%
HIGHMARK	Multi-purpose Seating	60.00% - 62.00%
JASPER GROUP	Wood Institutional Furniture	59.40% - 61.60%
VERSTEEL	Multi-Purpose Furnishings	56.90% - 59.00%

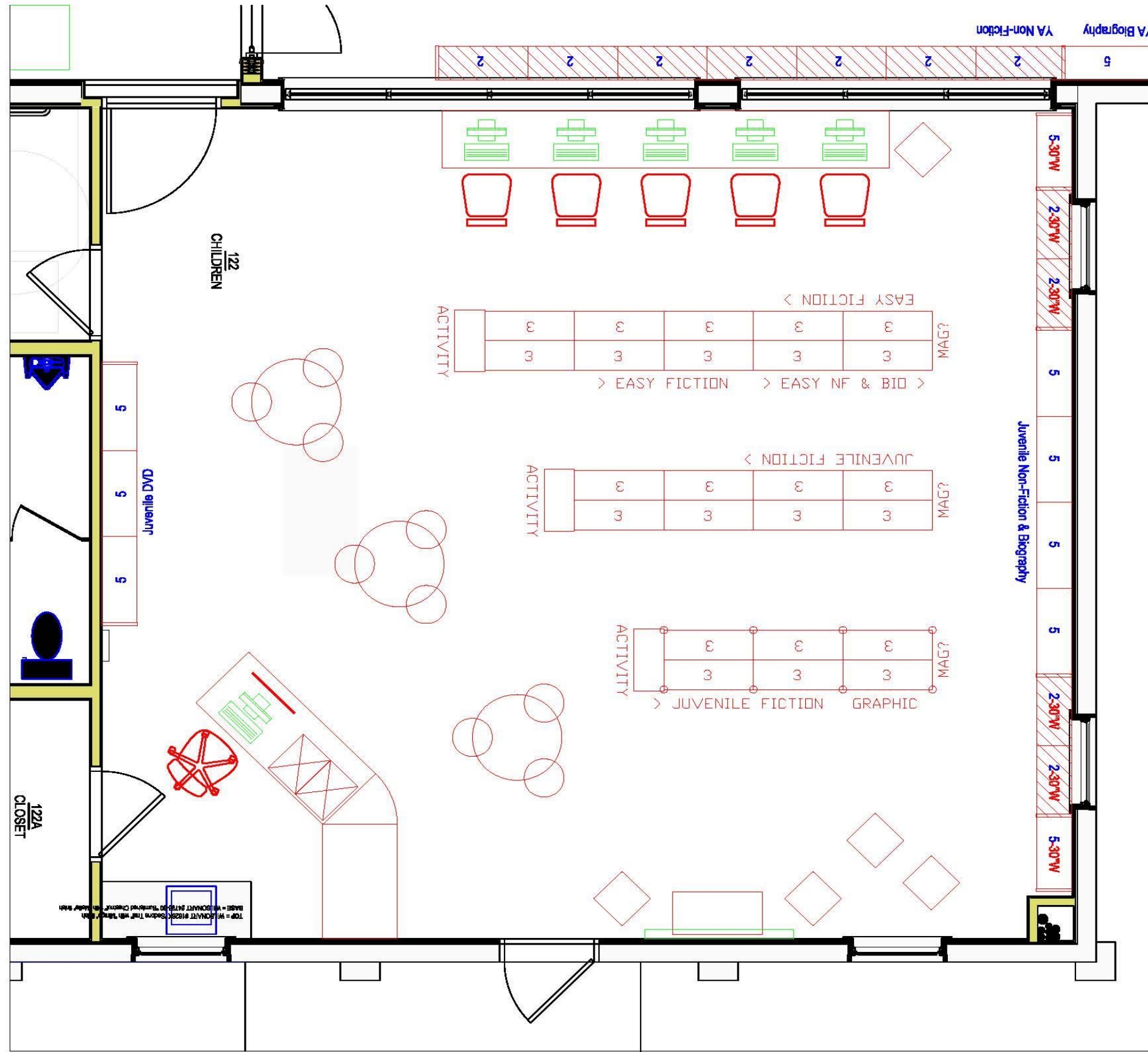
# *Floor Plans*

- Children's Room
  - Teen Room
- Computer Services
  - Circulation
- Administrator's Office & Tech Processing
  - Florida Room
  - Café/Book Store
    - Vestibule
    - Main Gallery
  - Hillcrest Community Room
  - Palm Villa Community Room



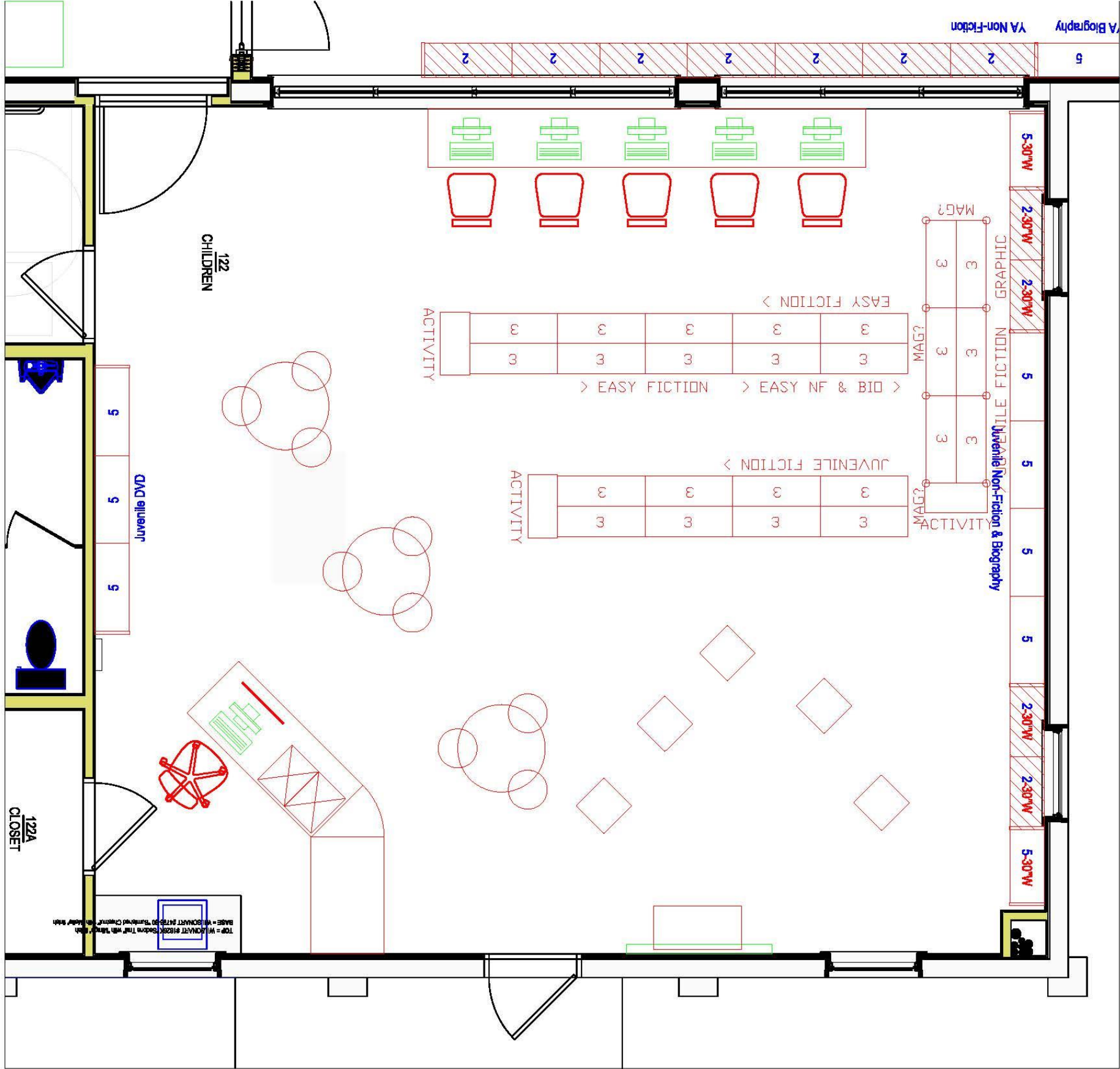
# Children's Room

Rose Avenue



# Children's Room

Rose Avenue



# Children's Furniture & Shelving



Children's Round  
Reading Tables (3)  
@ \$693.00 each



Children's Reading Stools  
(9) @ \$375.00 each

# Children's Furniture & Shelving

5 Children's Computer Workstations @ \$750.00 each



Children's Computer Chairs  
(5) @ \$375.00 each



Children's Upholstered  
Gaming Stools (5) @  
\$593.00 each

# Children's Shelving



- Steel Library Shelving & Wood Panels for DVDs - \$1,086.00
- Steel Library Shelving & Wood Panels for J-Non-Fiction - \$4,043.00
- 3 Wood Mobile Library Shelving - \$745.00 each

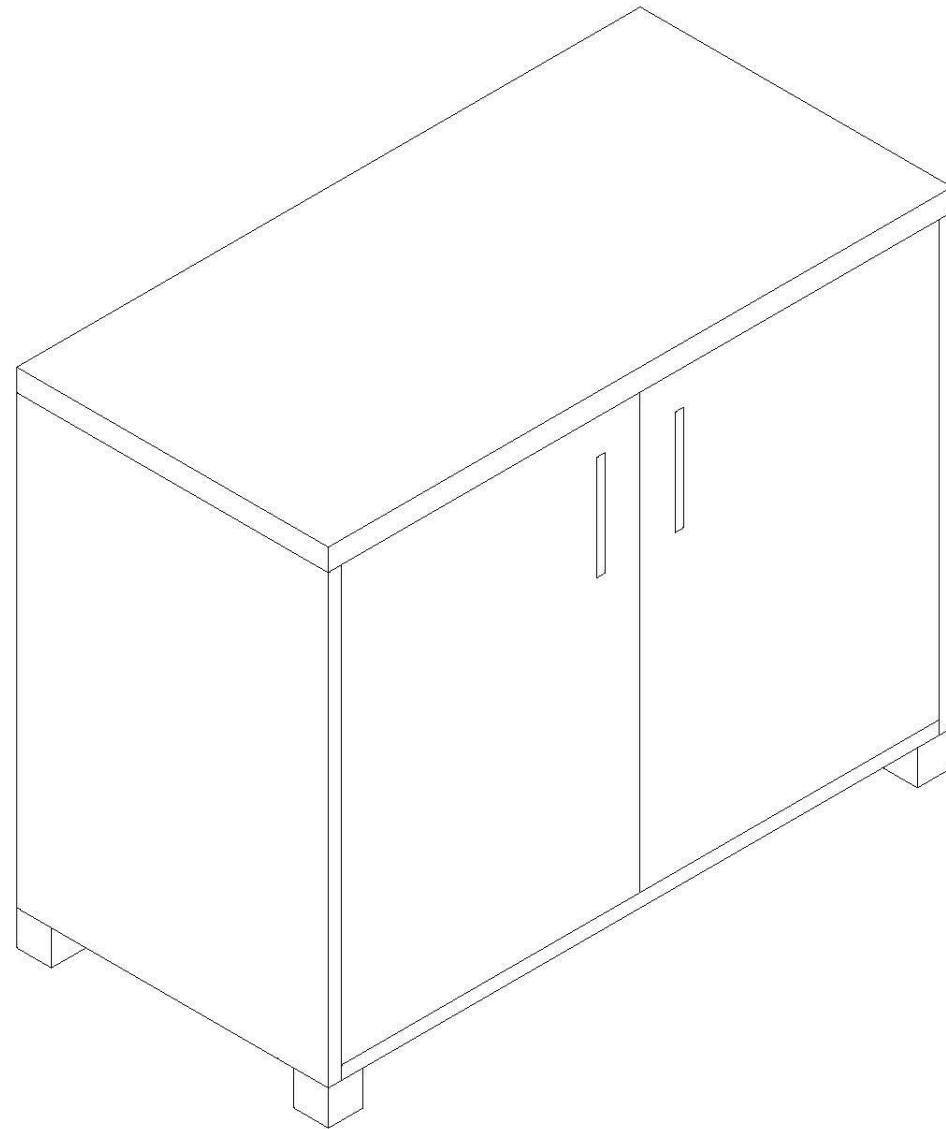
# Children's New Book Display

Representation-not actual



\$525.00

# Children's Gaming Console

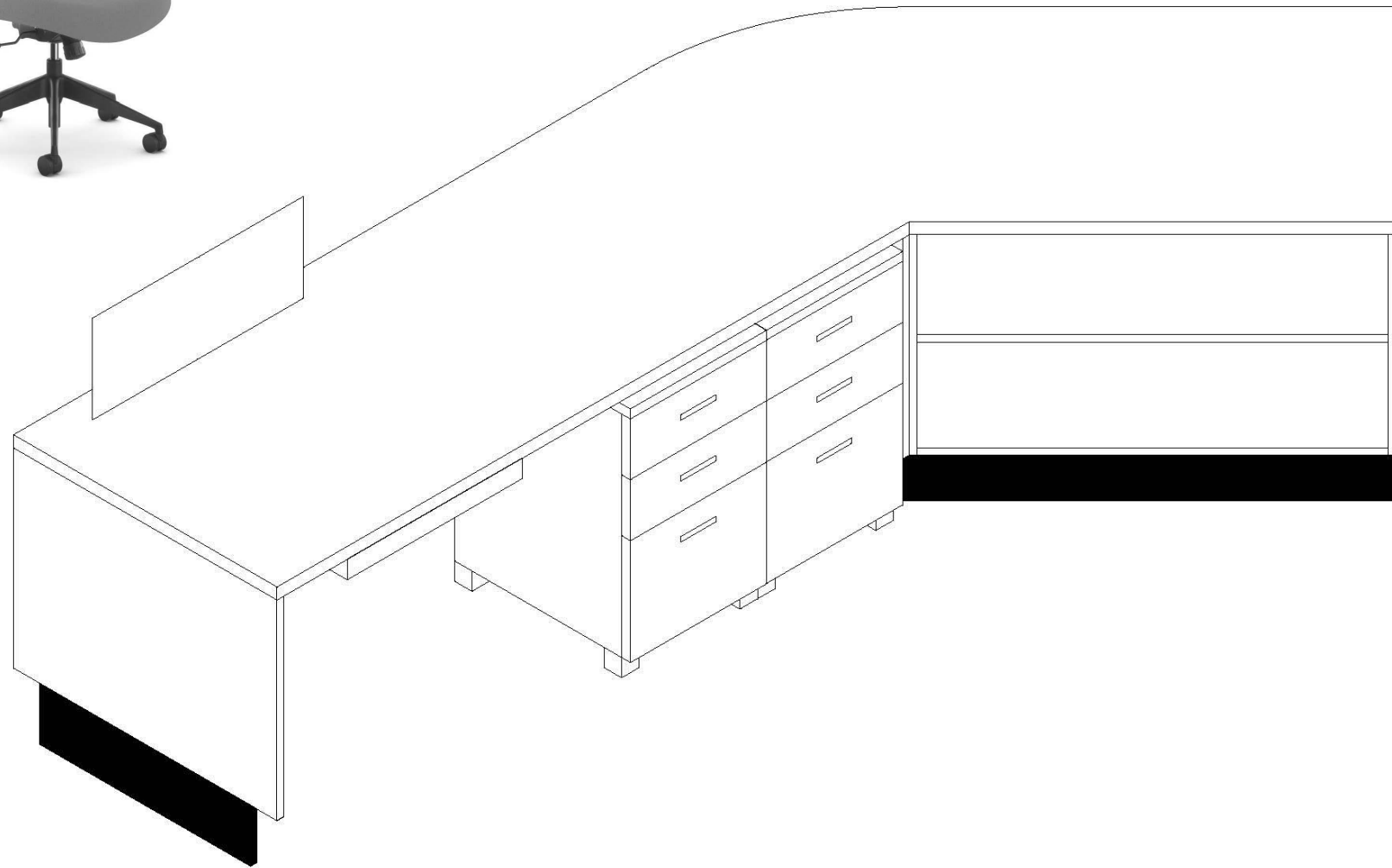


\$900.00

# Children's Circulation Desk



\$207.00

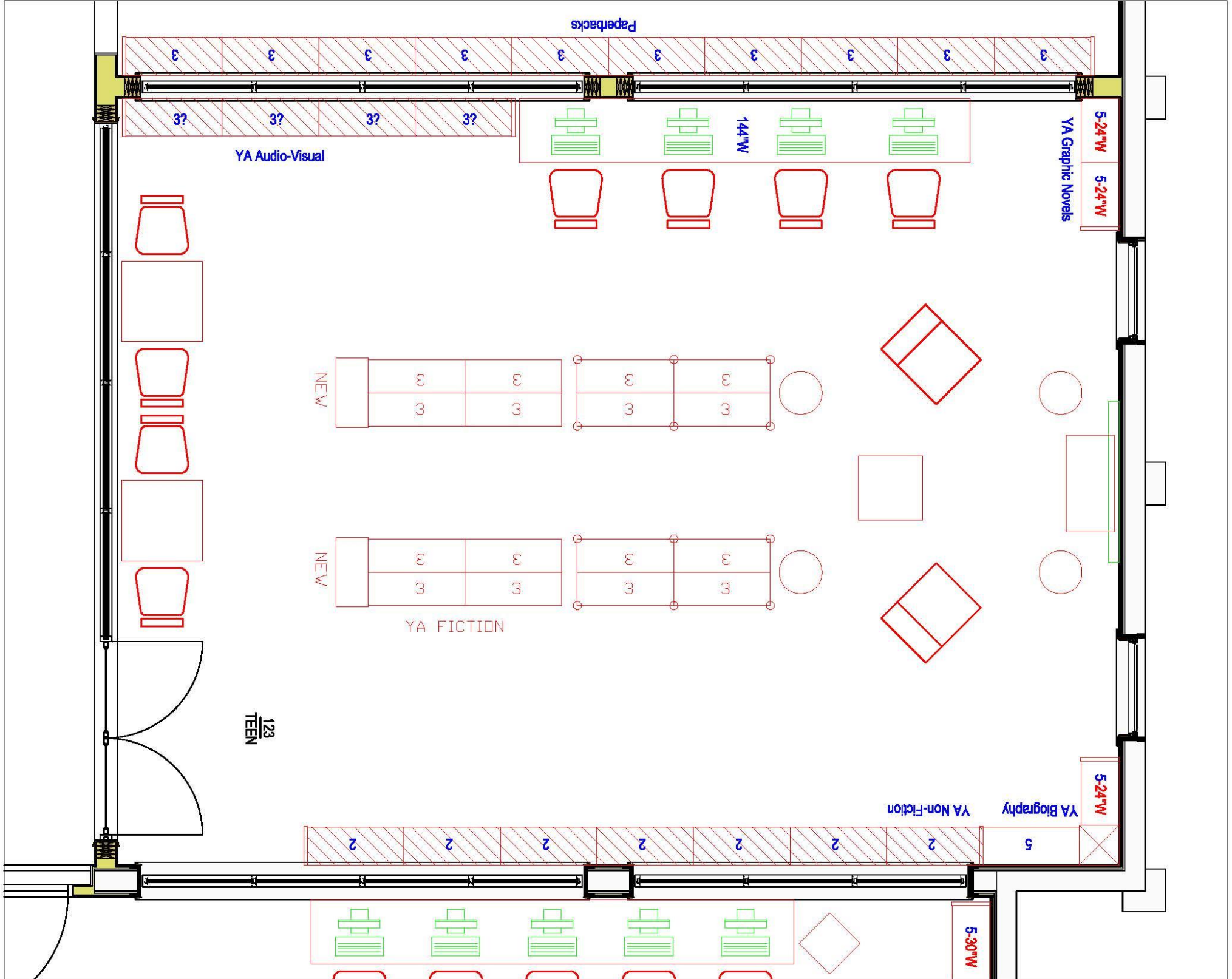


\$7,311.00

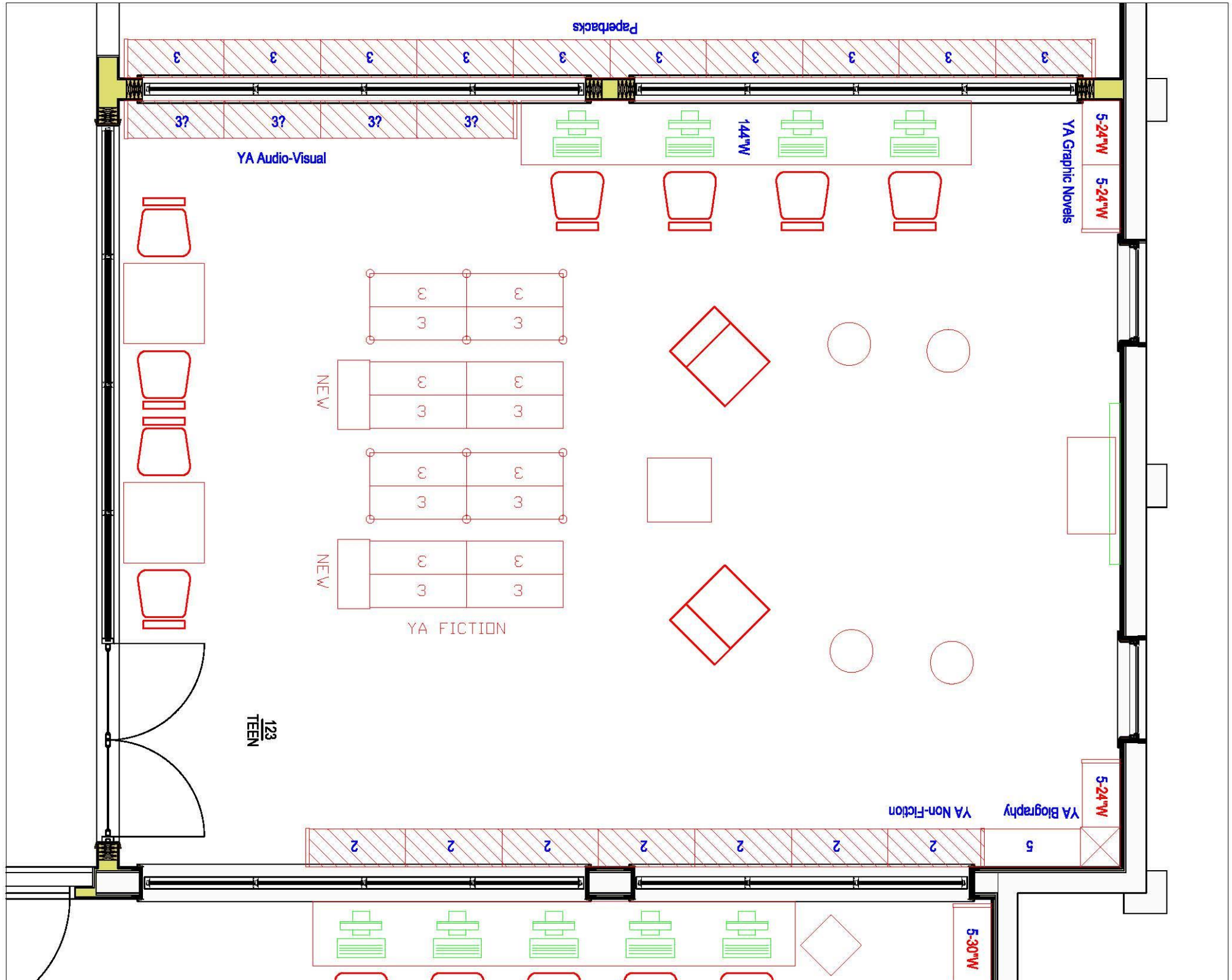


# Teen Room

Rose Avenue



# Teen Room



Rose Avenue

# Teen Furniture

Teen Computer Workstations (4) @ \$330.00 each



Teen Computer Chairs (4) @ \$251.00 each



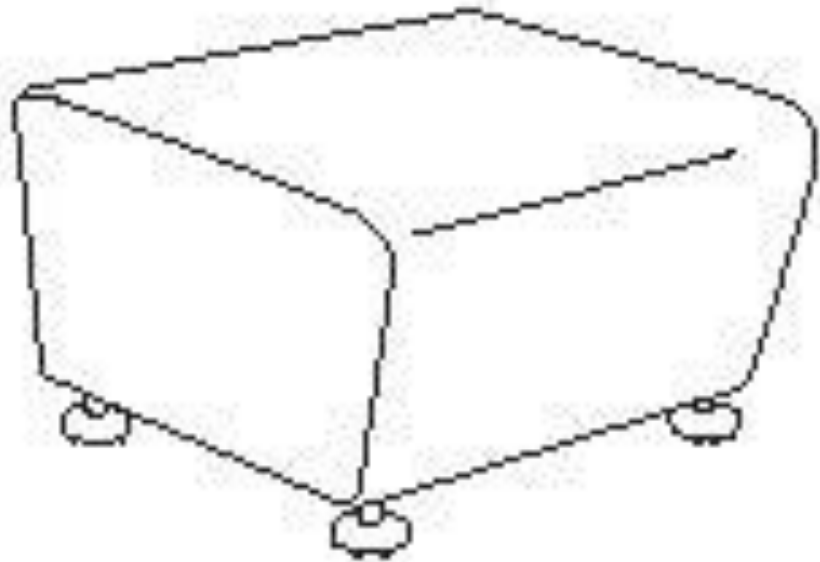
# Teen Shelving



- Steel Library Shelving & Wood Panels for Fiction and Non-Fiction - \$4,034.00
- Steel Library Shelving & Wood Panels for Audio Visual - \$1,610.00
- 4 Wood Mobile Library Shelving - \$745.00 each

# Teen Room Furniture

Teen upholstered  
Ottoman (1) @ \$483.00



Teen upholstered Modular  
Chairs (2) @\$716.00 each



# Teen Room Furniture

Teen Reading Table (2) @  
\$284.00 each

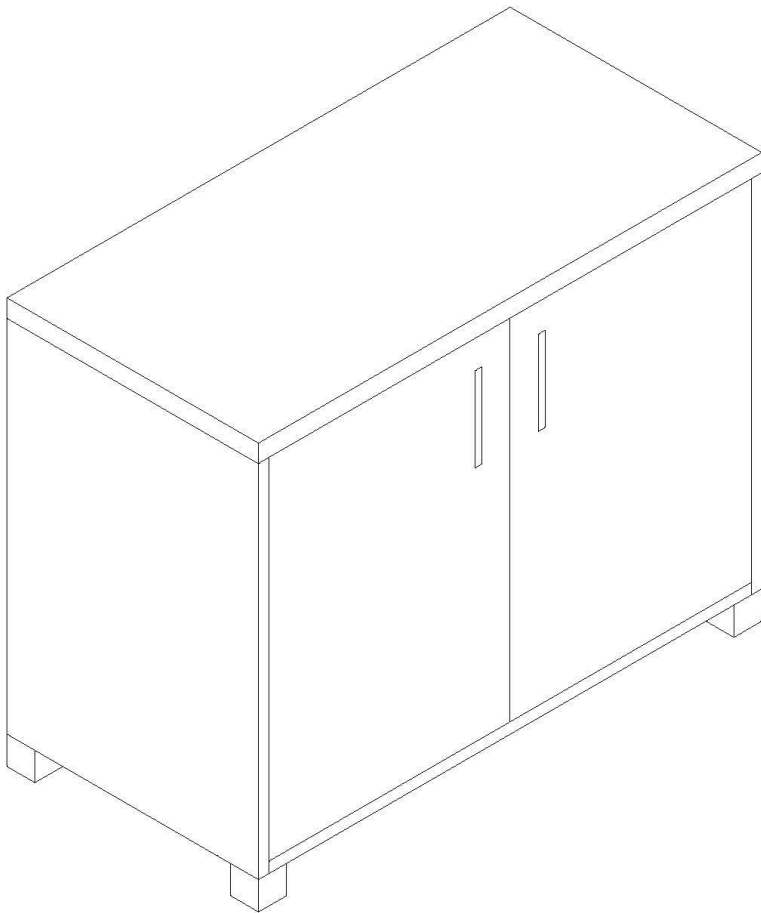


Teen Reading Chairs (4)  
@ \$251.00 each



2 Teen Book Display's @  
\$613.00 each

# Teen Gaming Console & Gaming Stools



\$900.00



4 Teen Gaming Stools @  
\$230.00 each

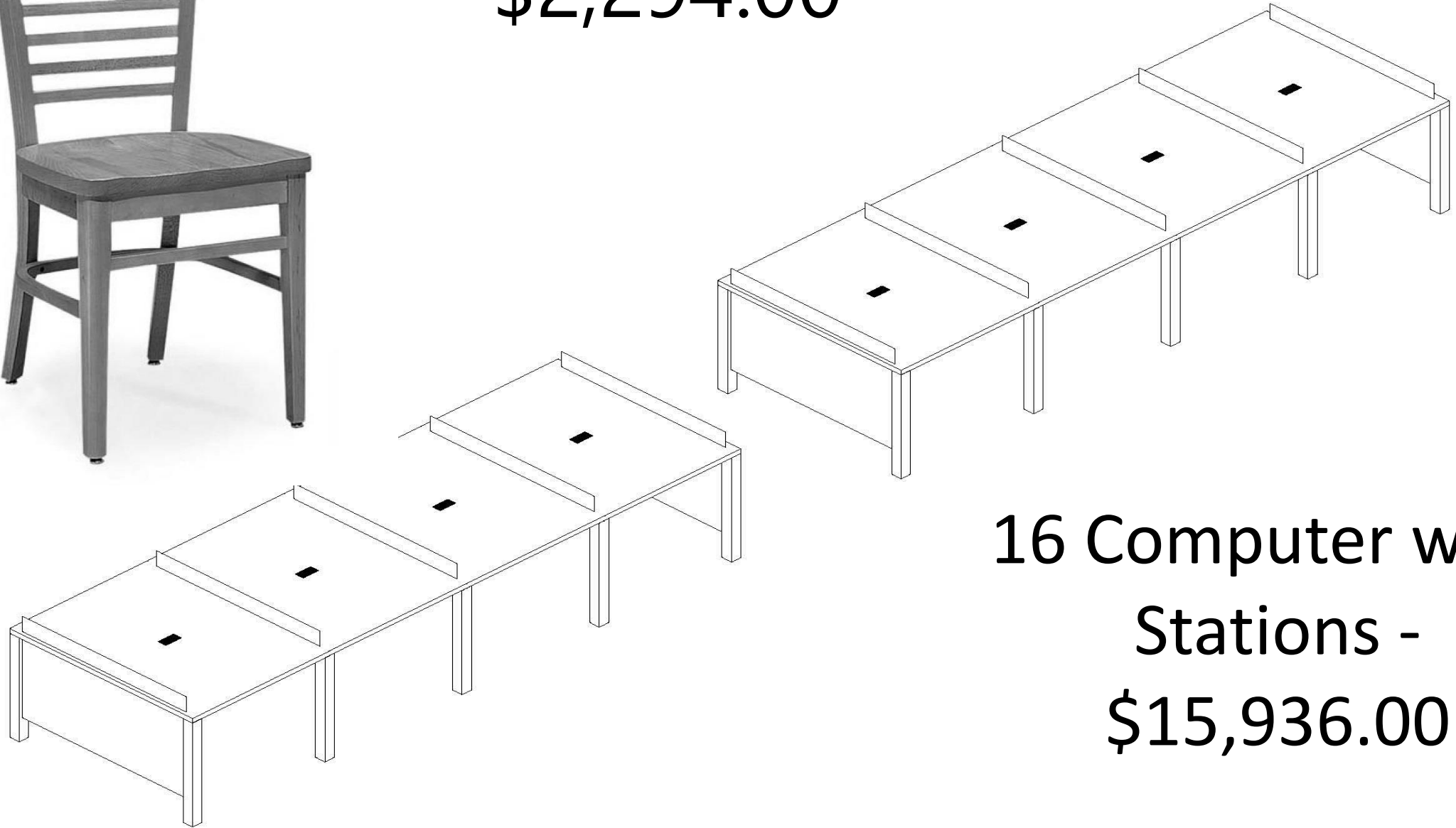
# Computer Services





# Computer Services

16 Computer Chairs -  
\$2,294.00



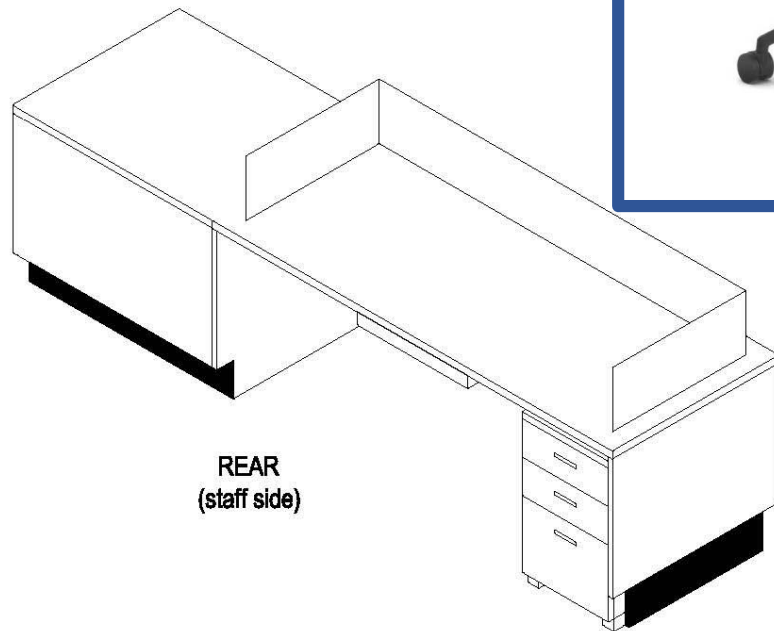
16 Computer work  
Stations -  
\$15,936.00

16 Adult Stations

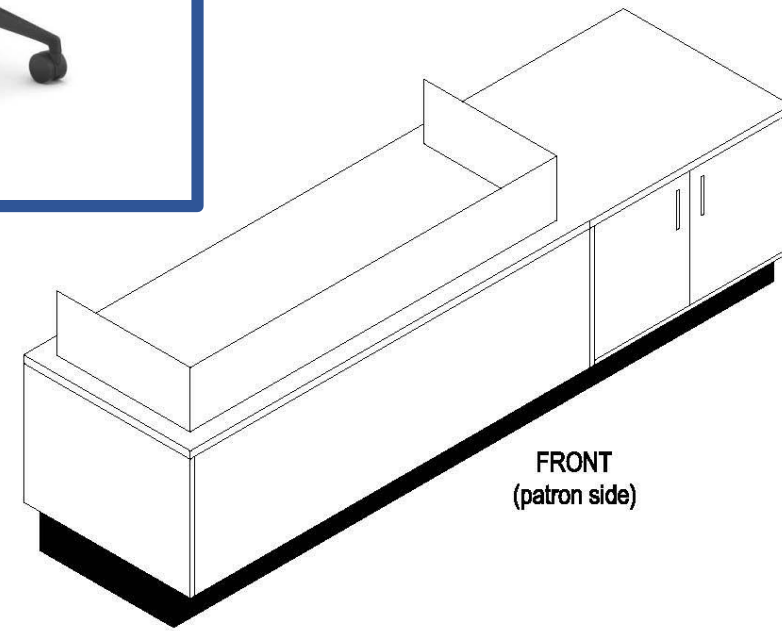
# Computer Services Desk



\$207.00



REAR  
(staff side)



FRONT  
(patron side)

\$9,880.00

# Cookbook Special Collection (6)



\$3,418.00  
total

# Large Reading Table with power & 4 Reading Chairs

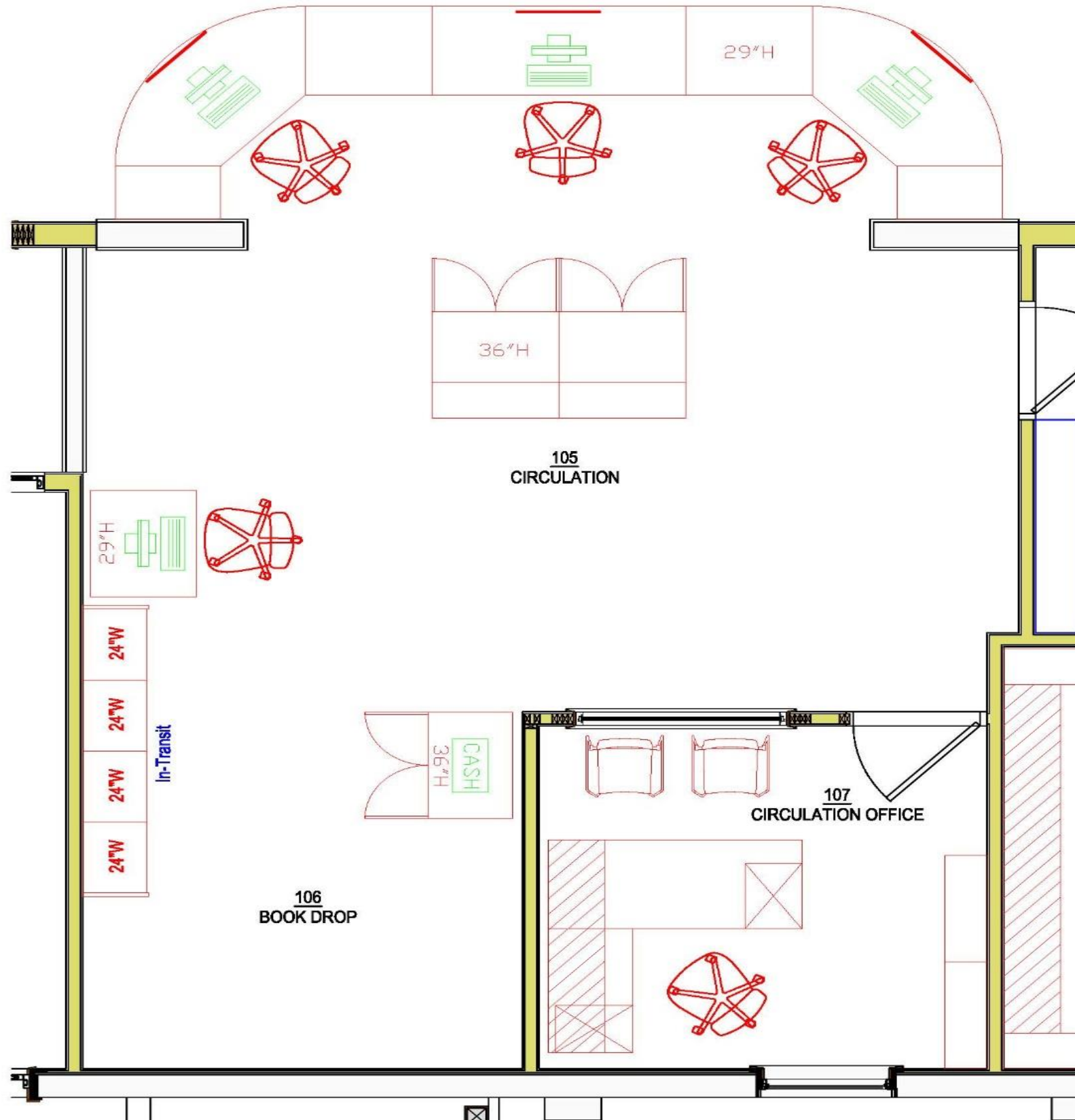
\$144.00 each



\$999.00



# Circulation Desk



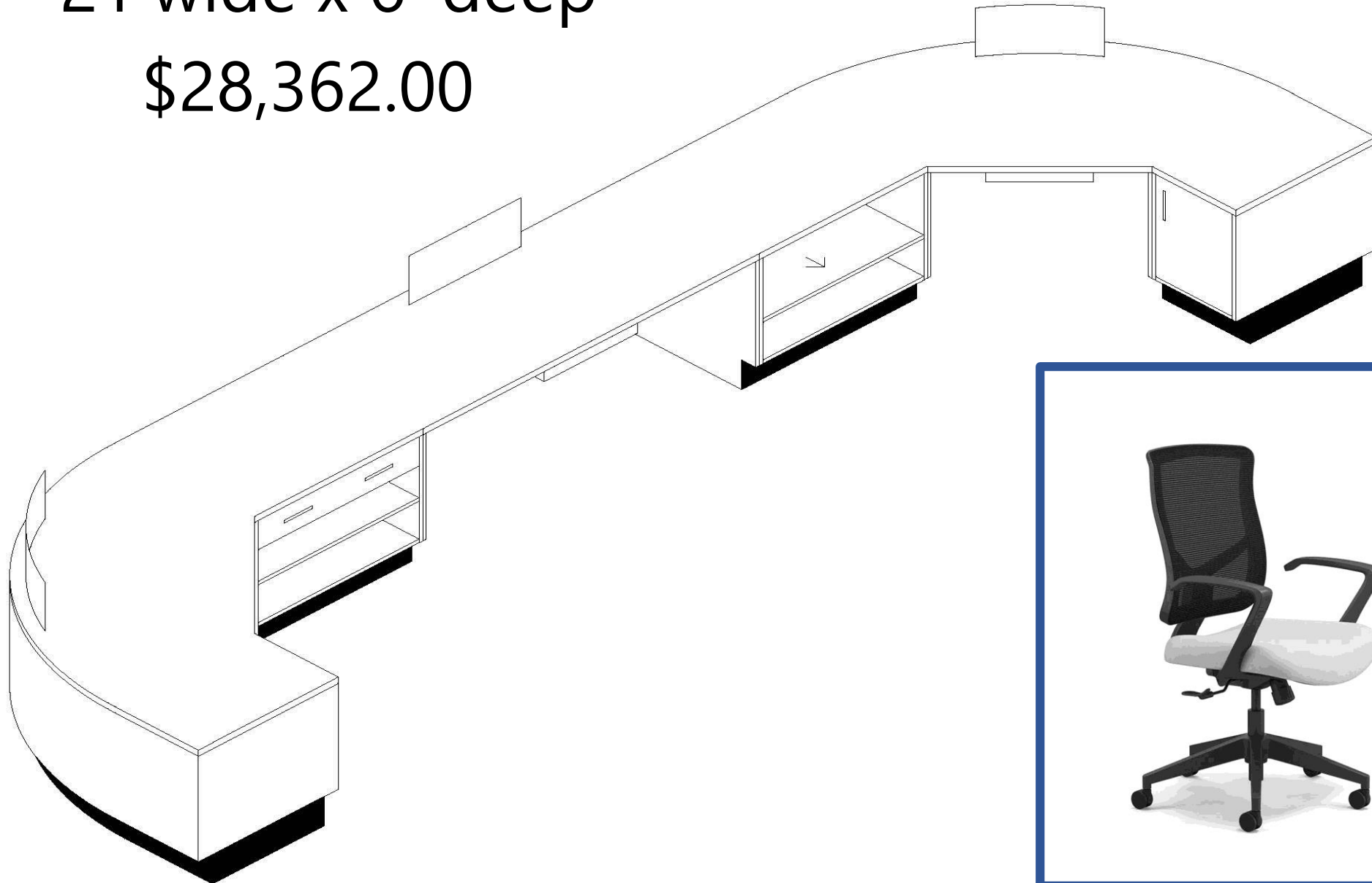
Main  
Entrance

Parking Lot

# Circulation Desk

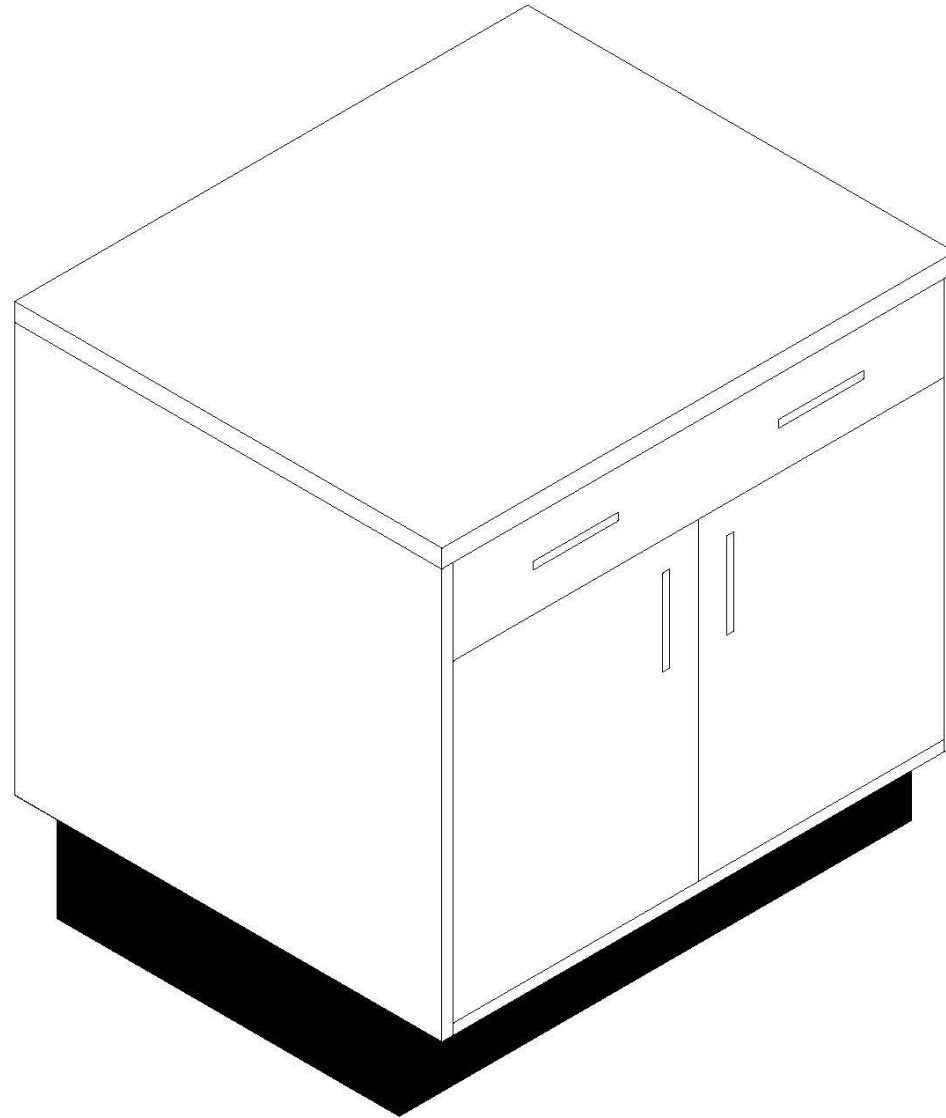
21' wide x 6' deep

\$28,362.00



3 @ \$207.00 each

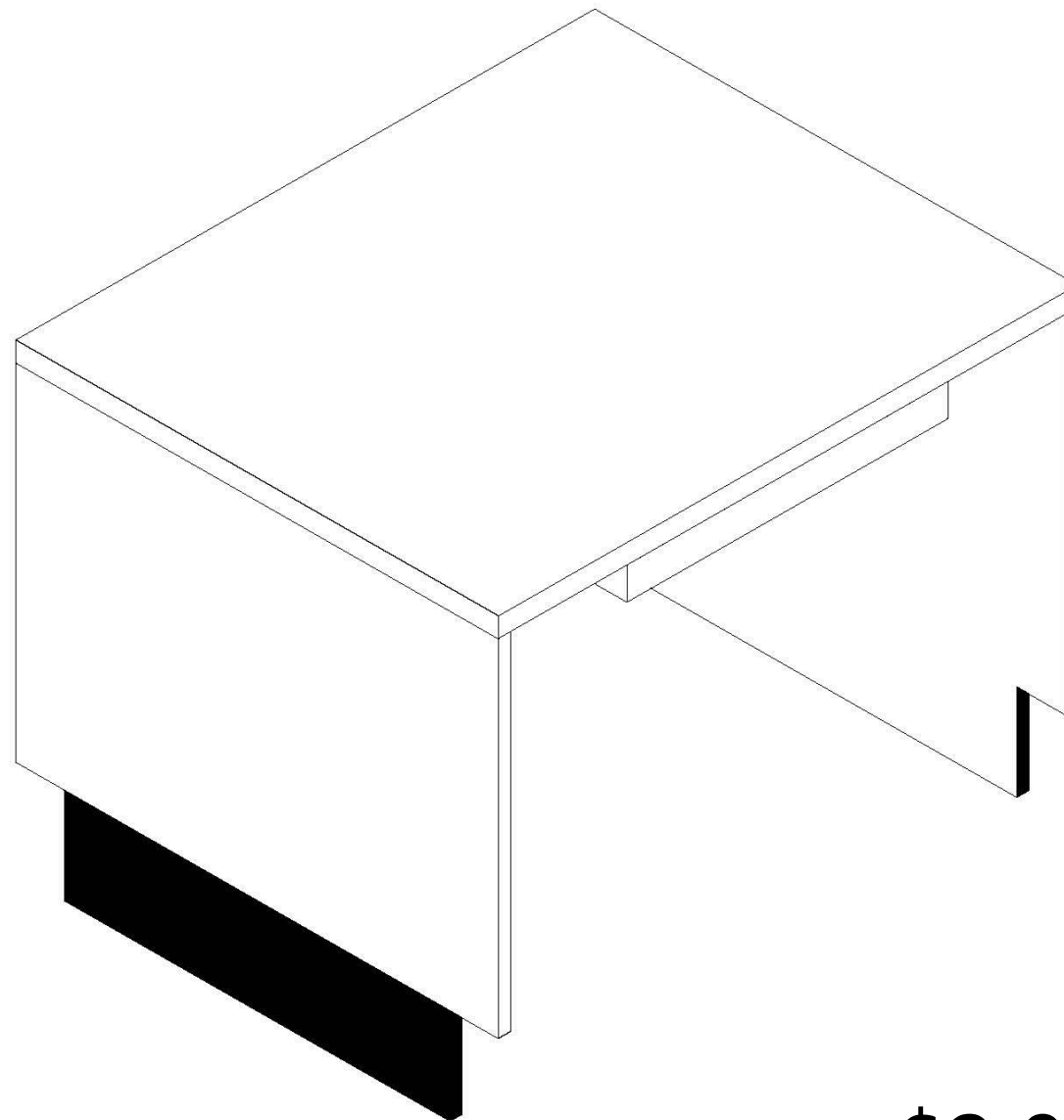
# Cash Register Counter



\$2,061.00

# Circulation Staff Computer Work Station

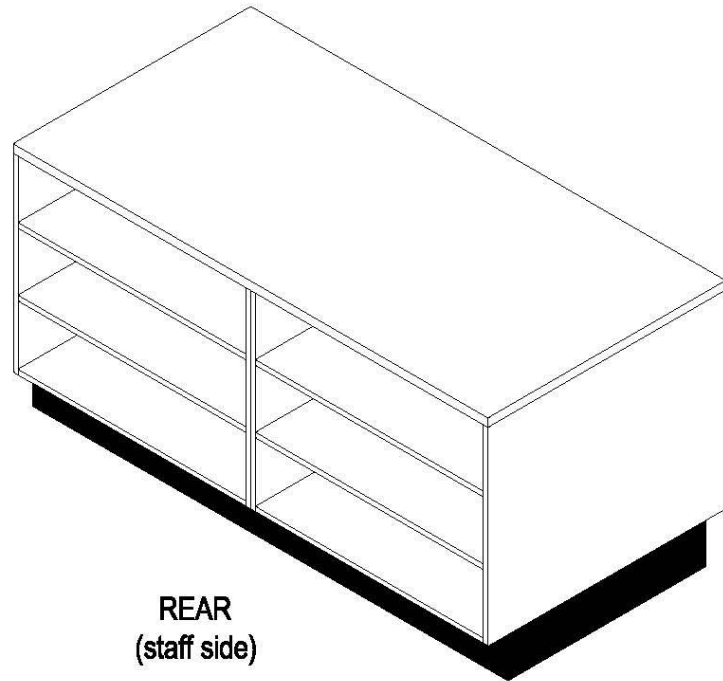
\$207.00



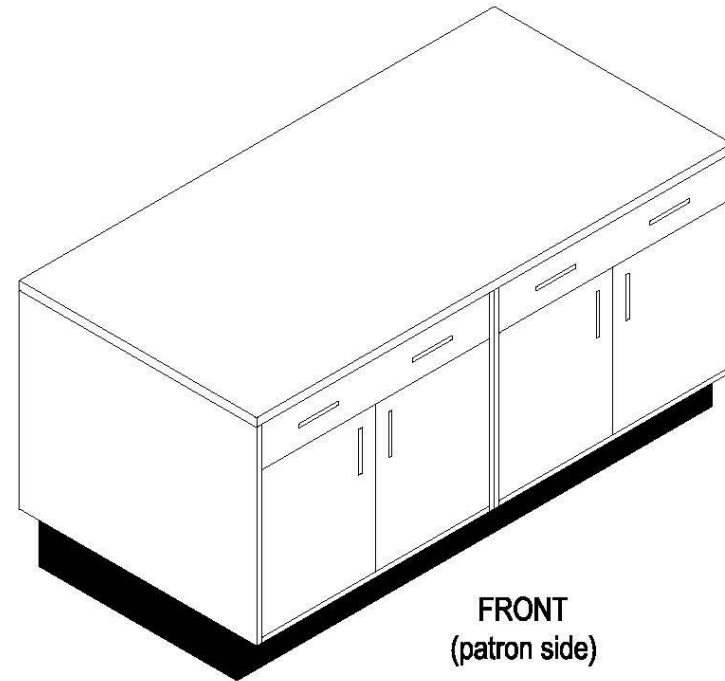
\$2,099.00



# Circulation Work Island



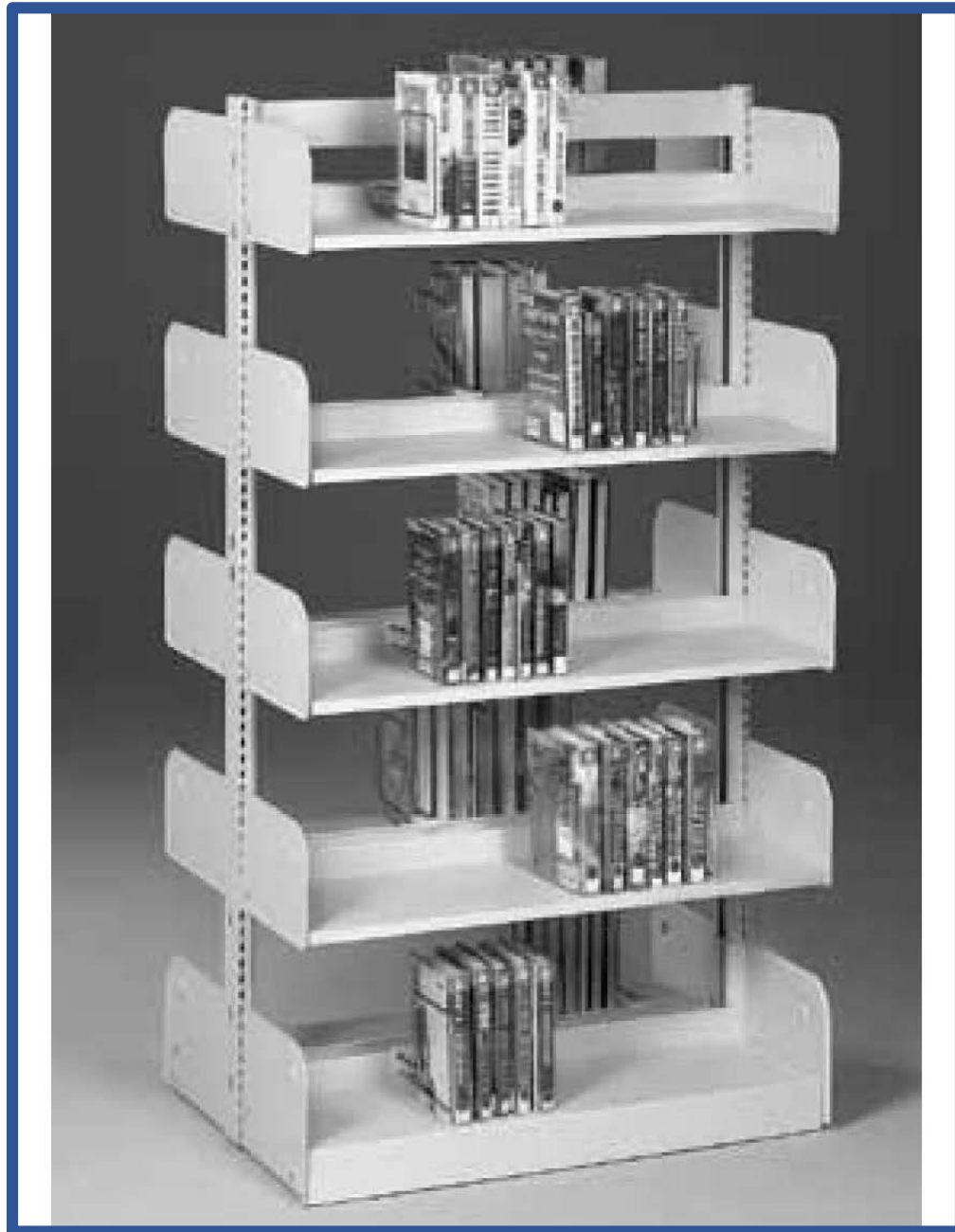
REAR  
(staff side)



FRONT  
(patron side)

\$6,727.00

# Steel Library Shelving & Wood Panels for In-Transit Services

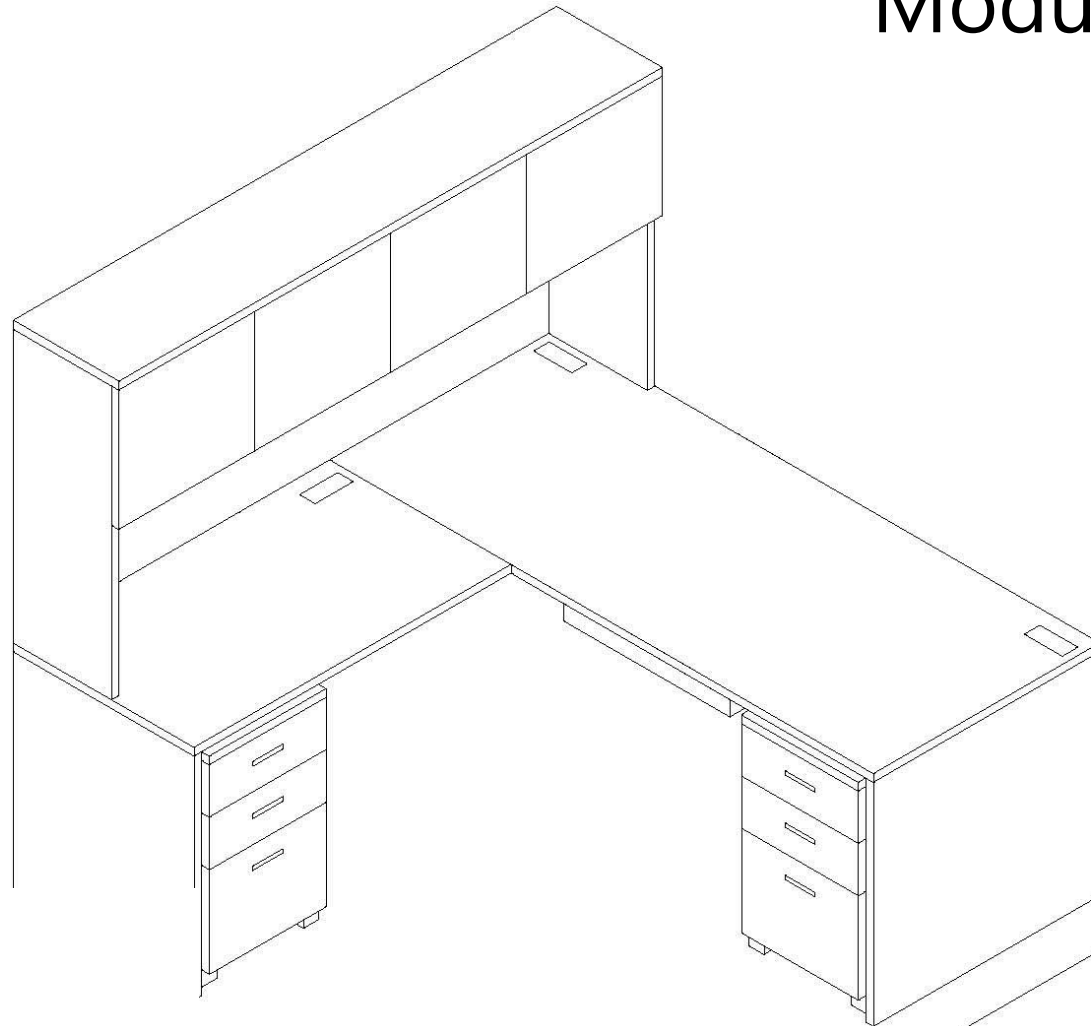


This unit will be modified for the 15 library courier services that the Fruitland Park Library offers.

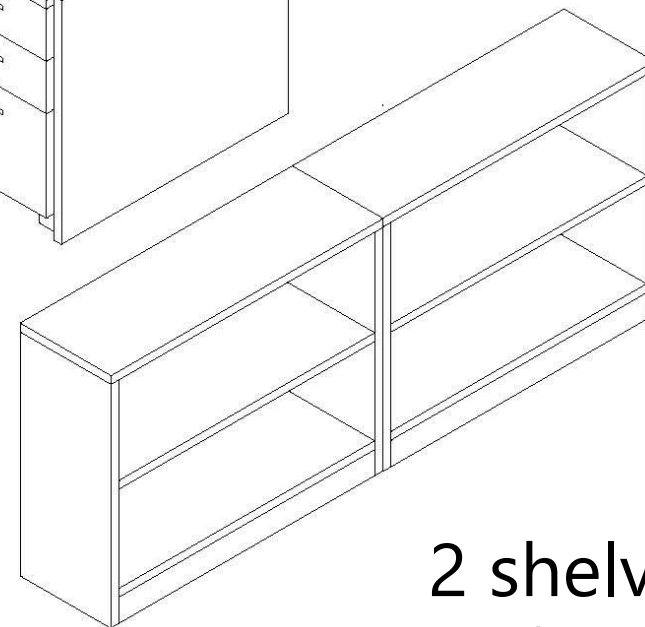
\$2,077.00

# Circulation Office

Modular Office Work  
Station  
\$1,209.00

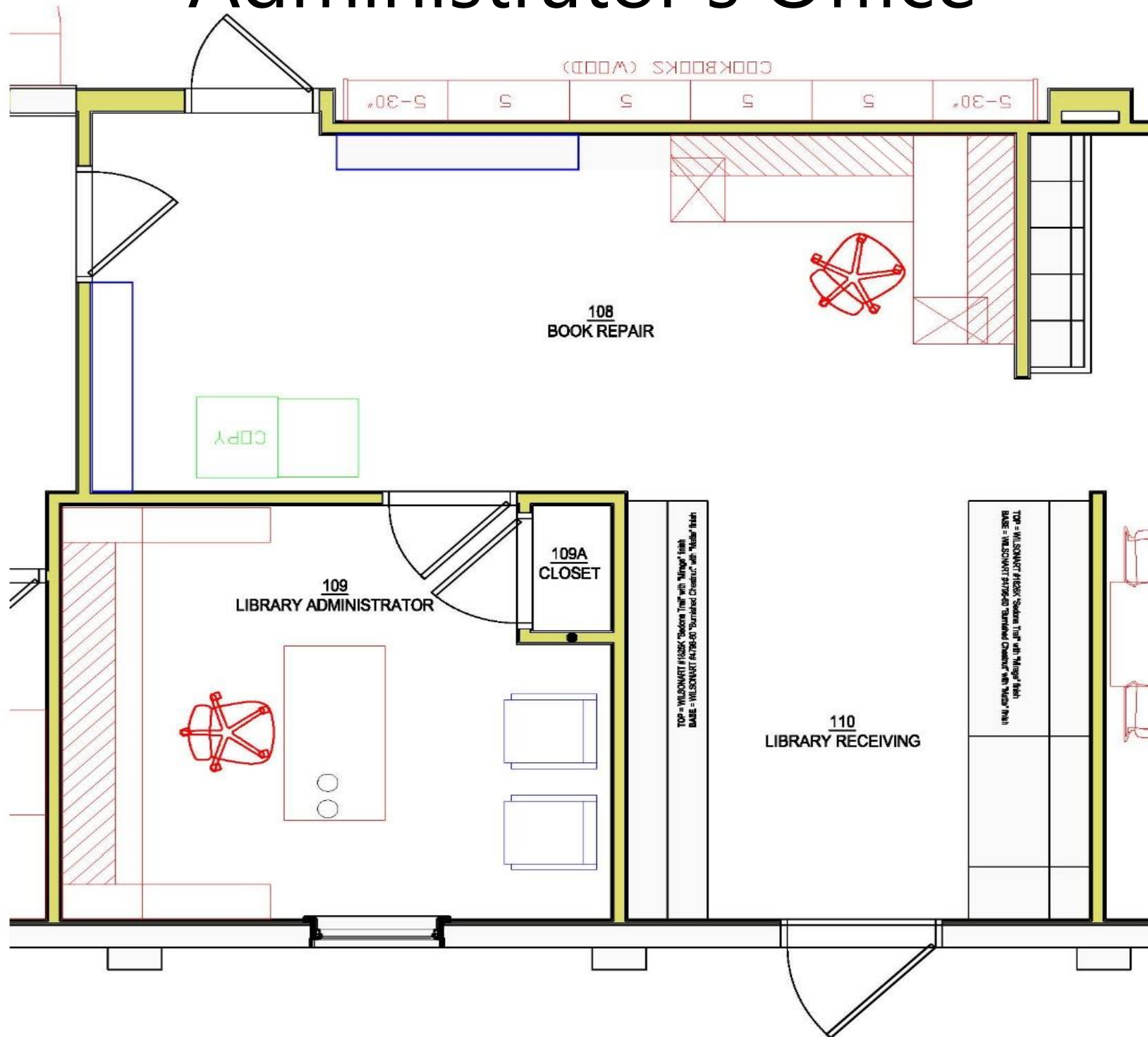


2 Guest Chairs @  
\$146.00 each



2 shelving Units  
@ \$278.00 each

# Tech Processing & Administrator's Office



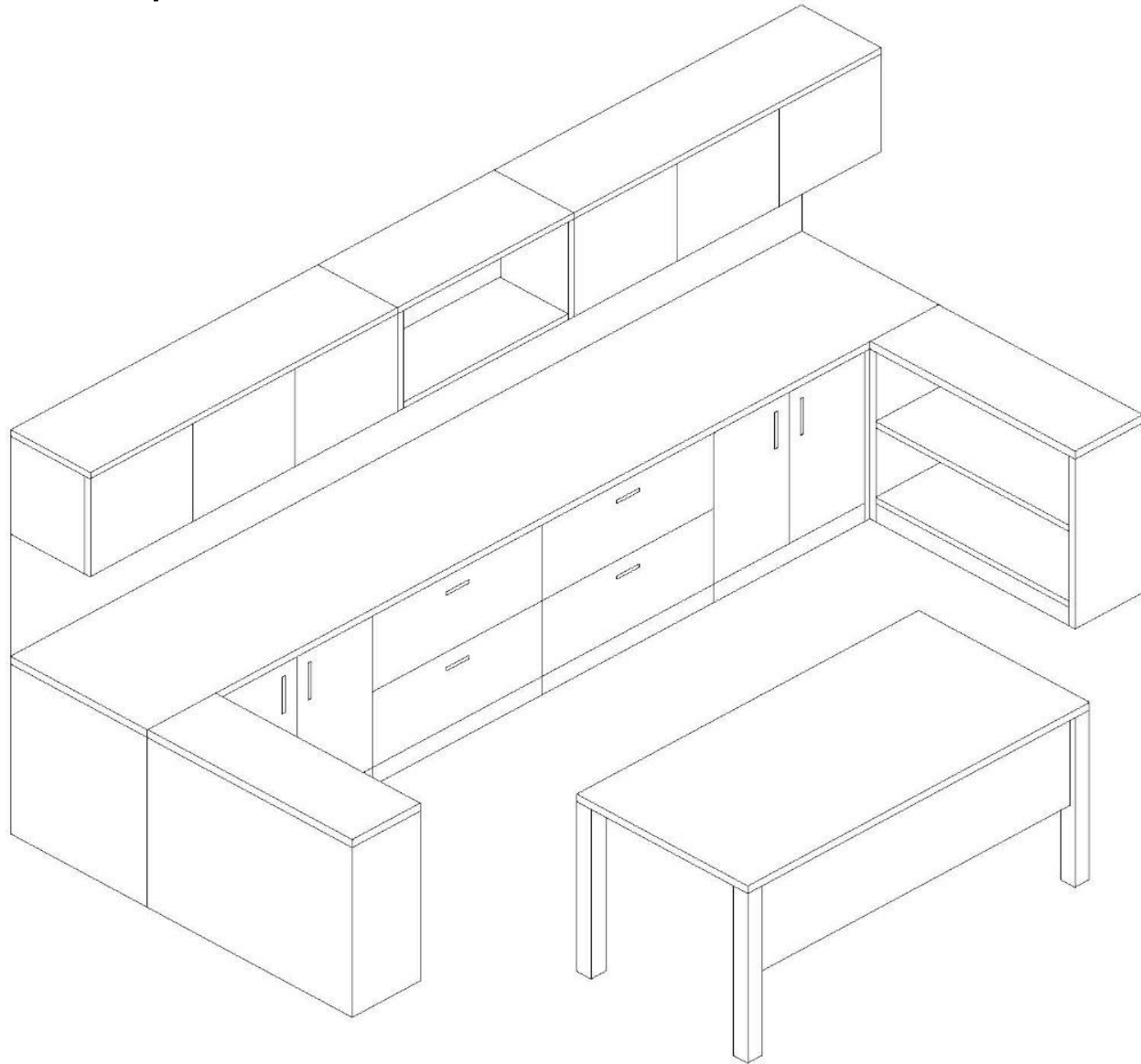
Parking Lot

# *Administrator's Office*

Executive Chair  
\$376.00



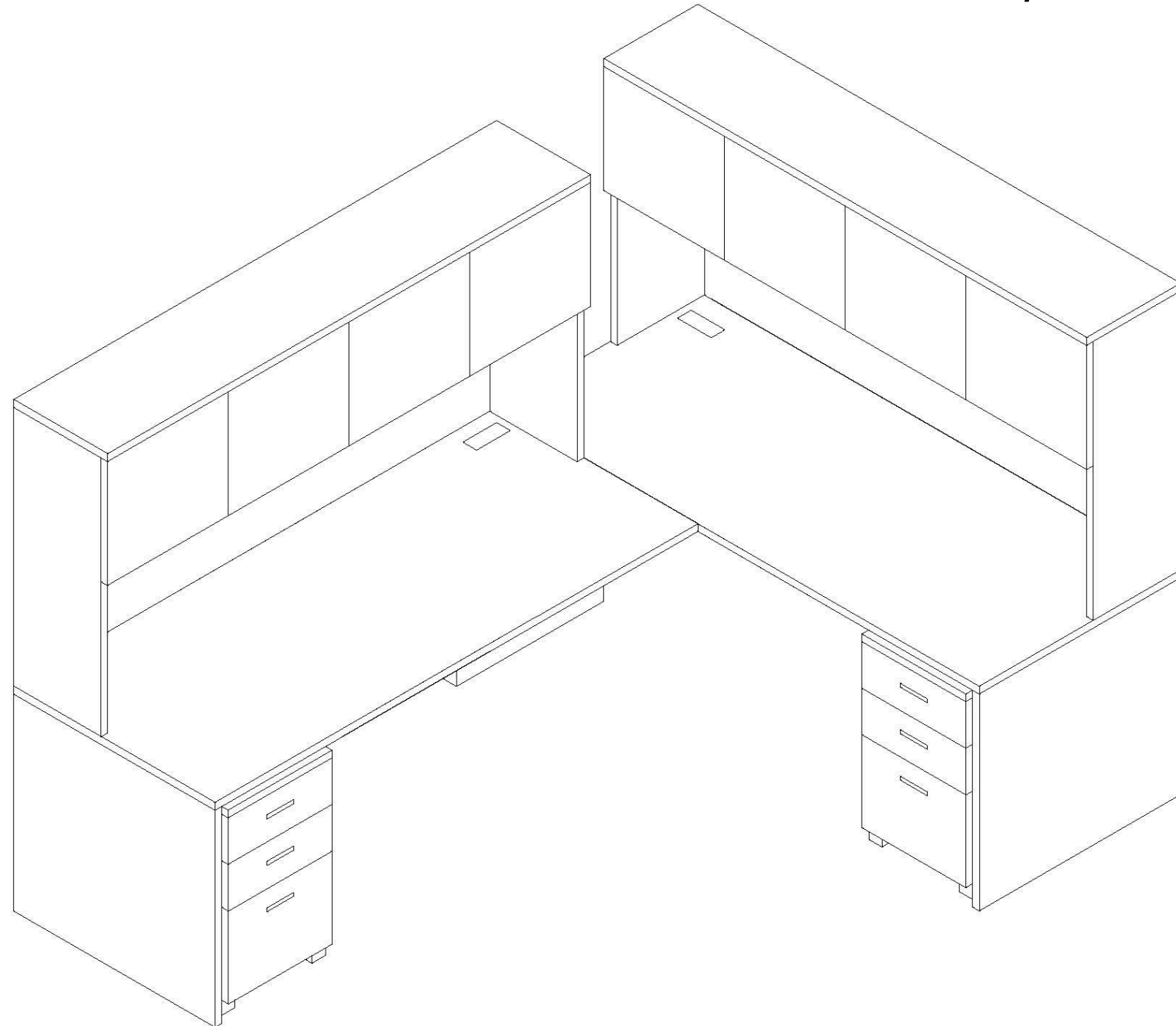
Executive Office Workstation  
\$1,510.00



Laminate Book Shelving (4) @  
\$278.00 each

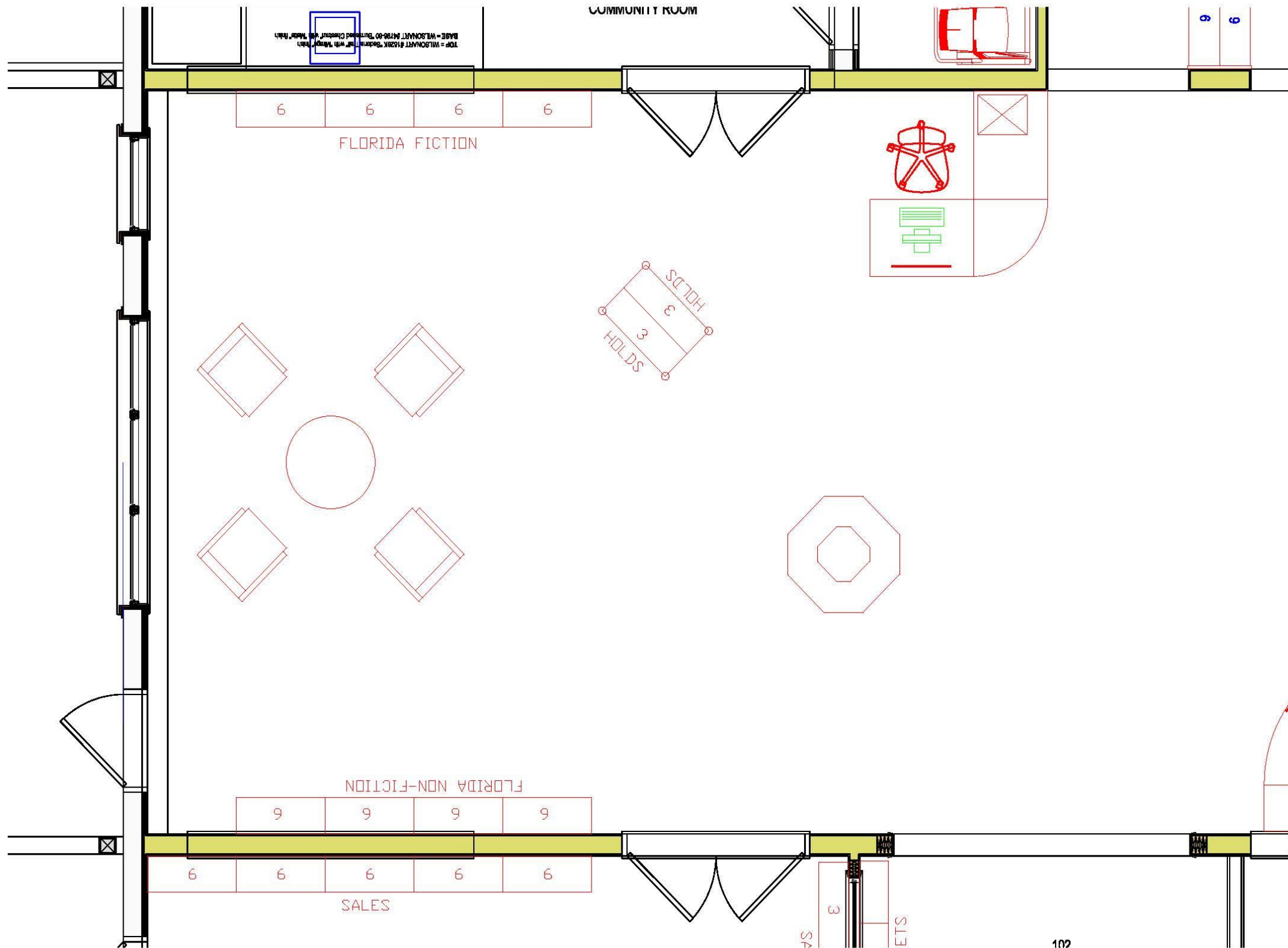
# Tech Processing/Cataloging

Modular Office Workstation - \$1,390.00



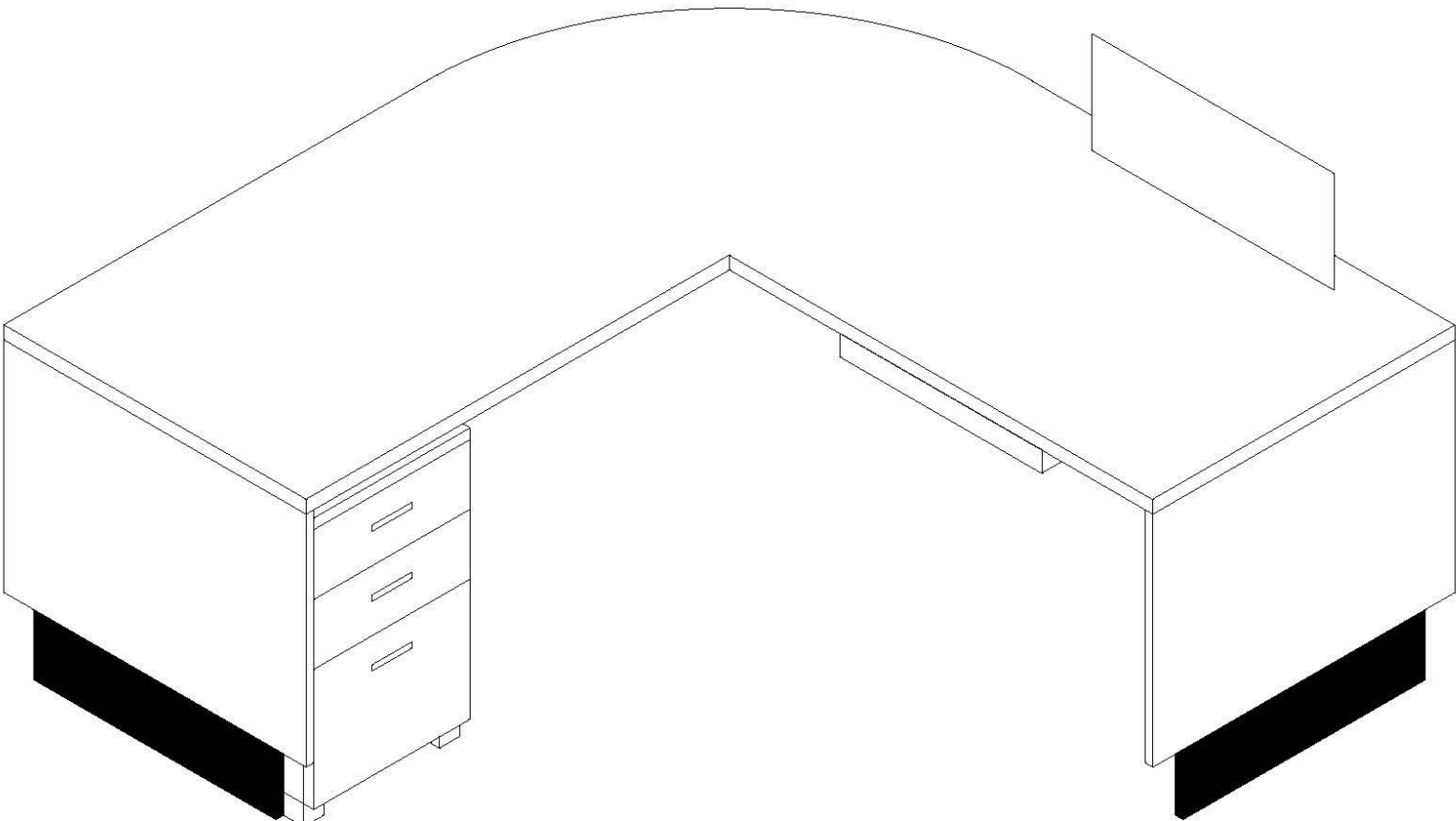
# The Florida Room

Berckman Street



Main Entrance

# Adult Services/Reference Desk



\$9,880.00



# Reference Area/Florida Room



Holds Cart

\$804.00



New Book Display

\$615.00

# Wood Shelving Florida Room (8)



\$2,143.00  
total

# Florida Room Lounge Chairs (4)



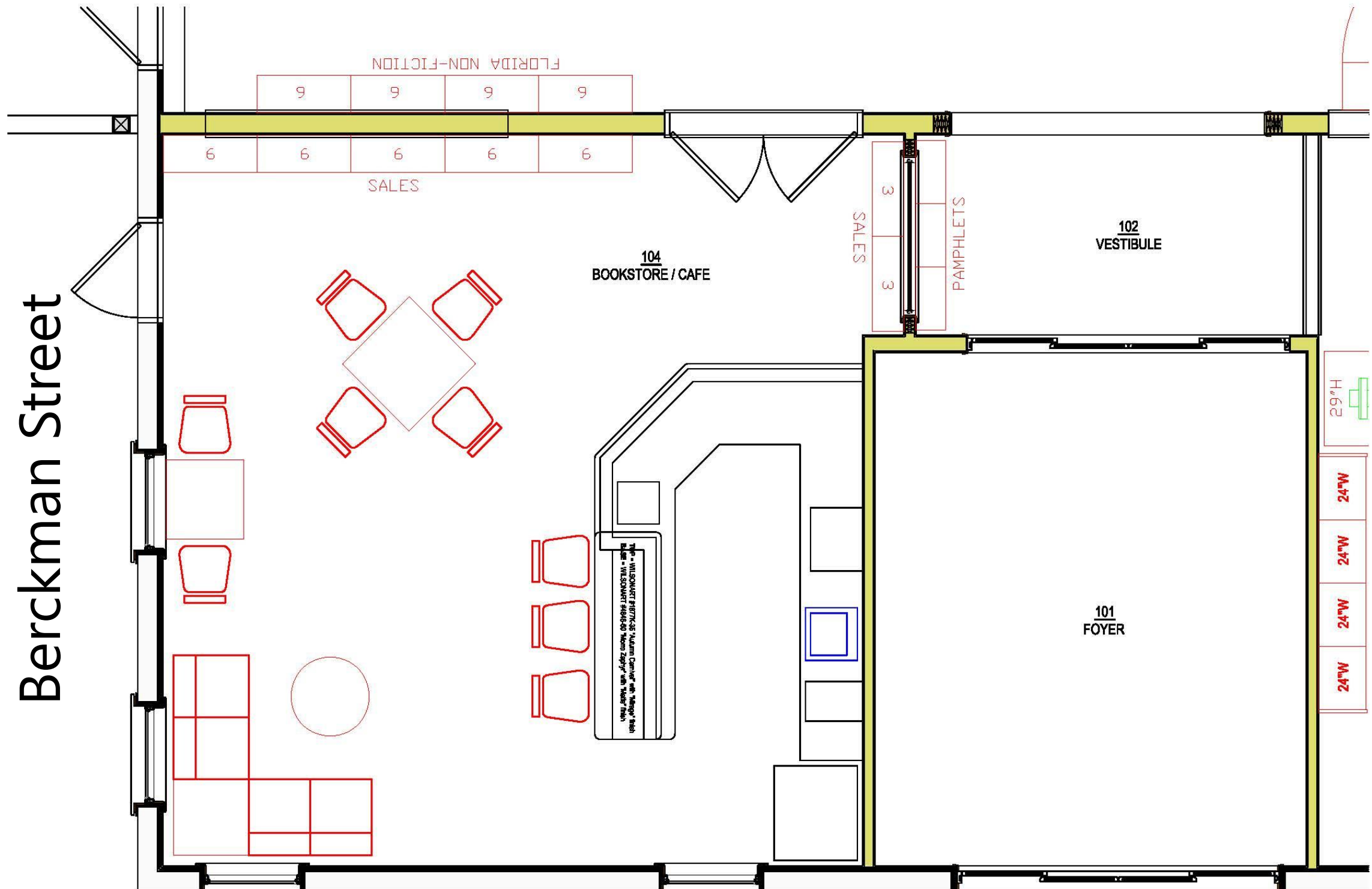
\$1,227.00 each



\$686.00

Round Occasional Table

# Gardenia Café & "Friends" Book Store



Main Entrance

# Café/Book Store Furniture

Café Table (2)



\$302.00 each

Café Chair (6)



\$212.00 each

# Café/Book Store Furniture

Café Stool (3)



\$332.00 each

Café Modular Chairs (4)



\$716.00 each

# Café/Book Store Furniture

Laminate Book Shelving (5)  
@ \$278.00 each



Laminate Retail Shelving (2) @  
\$255.00 each

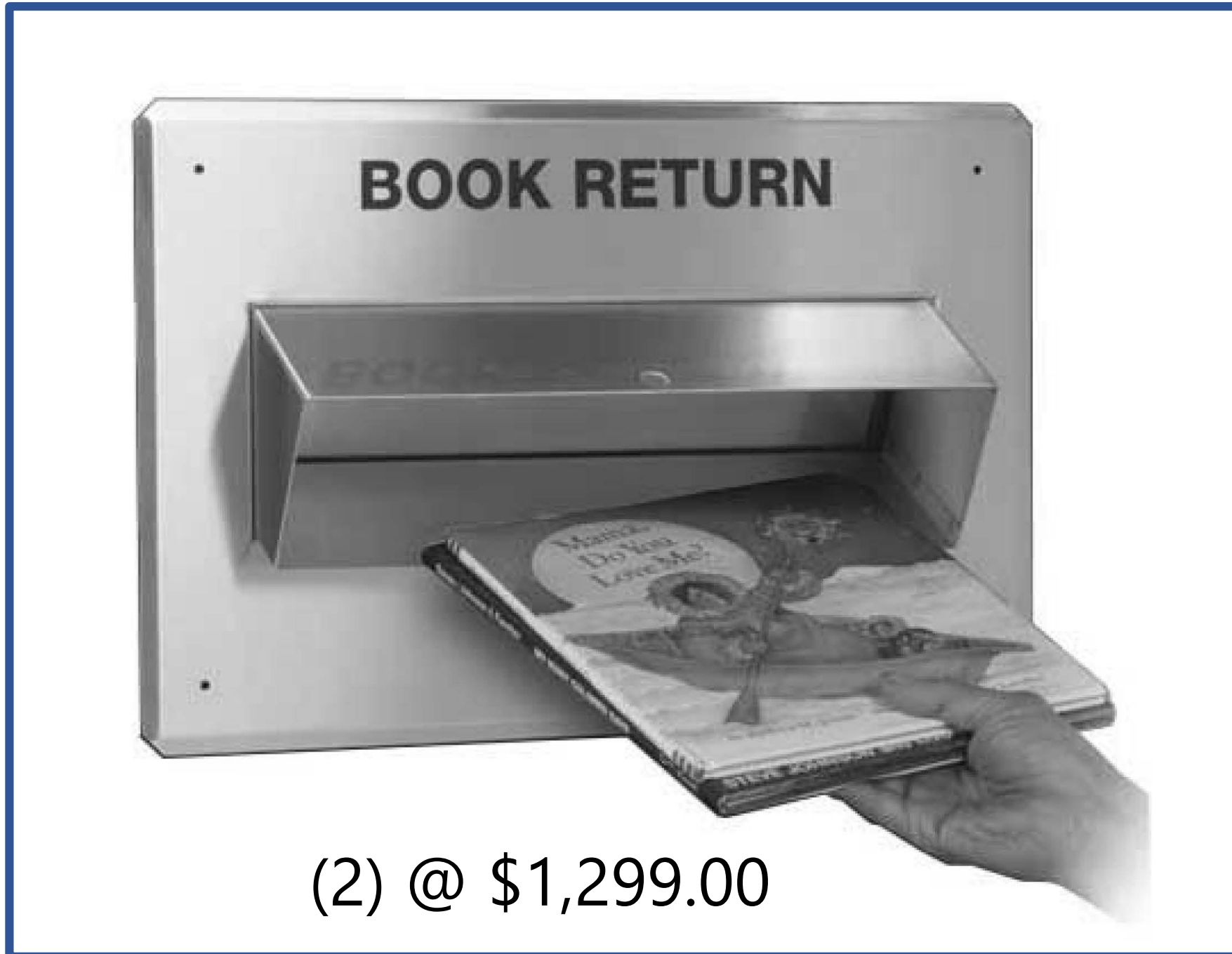


\$308.00

Occasional Table (1)

# Attached Exterior Drop Box

One for Books and One for Audio/DVDs





# Attached Interior Drop Box

One for Books and one for Audio/DVDs



# Vestibule - Informational Literature



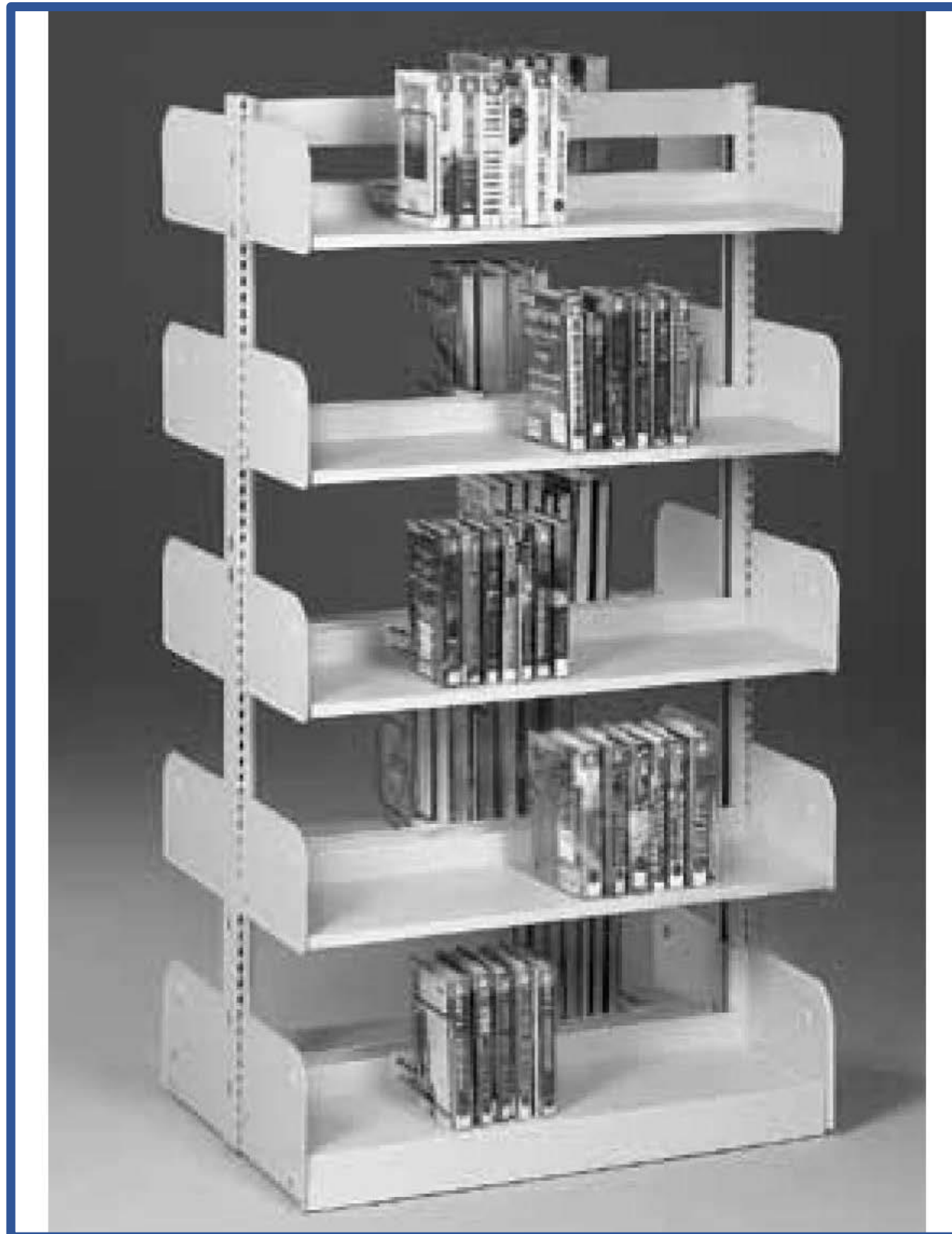
2 units @  
\$270.00 each



# Steel Library Shelving-Main Gallery

- Steel Library Shelving & Wood Panels for Large Print and Audio Visual - \$11,010.00
- Steel Library Shelving & Wood Panels for Fiction and Non-Fiction - \$26,230.00
- Steel Library Shelving & Wood Panels for Paperbacks - \$3,027.00

# Main Gallery Steel Shelving



# Main Gallery - South Bay

4 @ \$978.00 each  
(2 of each)



# Main Gallery – South Bay

Occasional Table (1)



\$689.00

Tablet Table (2)



\$282.00 each

# Main Gallery – North Bay

4 @\$987.00 each  
(2 of each)





# Main Gallery – North Bay

Occasional Table (1)



\$689.00

Tablet Table (2)



\$282.00 each

# Main Gallery Tables & Chairs

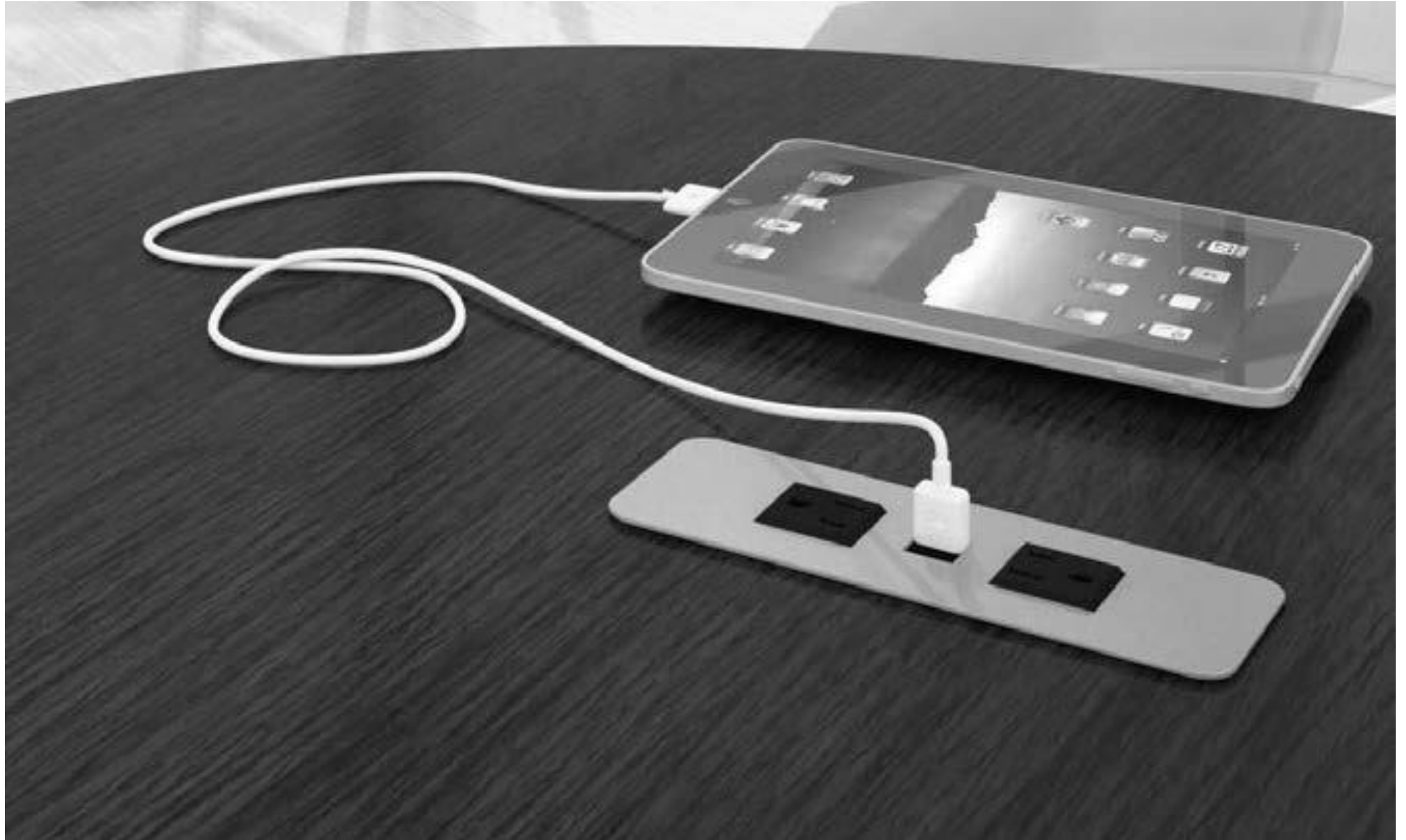
3 Square Reading Tables with  
Power @ \$945.00 each



6 Reading Chairs  
@\$144.00 each



# Main Gallery Tables



3 Power/Charging Tables

# Main Gallery Lounge Area



4 upholstered Lounge  
Chairs @\$987.00 each  
(2 of each)



# Main Gallery Lounge Area



Console Table (1)

\$697.00

Occasional Table (1)



\$755.00

# Main Gallery-Rectangular Puzzle Table & Chairs



4 chairs @ \$144.00  
each

36"W x 60" L



\$620.00

# Furniture

## Residential Furniture

- One year warranty
- Not as strong and sturdy as commercial furniture
- Weight limit of 250 pounds
- Tends to be more stylish and follow trends
- Pricing is much lower
- Not meant for high volume usage

## Commercial Furniture

- Five-12 year warranty
- Replaceable components
- More durable and can handle the wear and tear of constant usage
- Weight limit of 300-1000 pounds
- Made from higher quality materials-foam is sturdier, finishes are stronger, fabrics are tougher
- Meant to hold up to heavy use for long periods of time

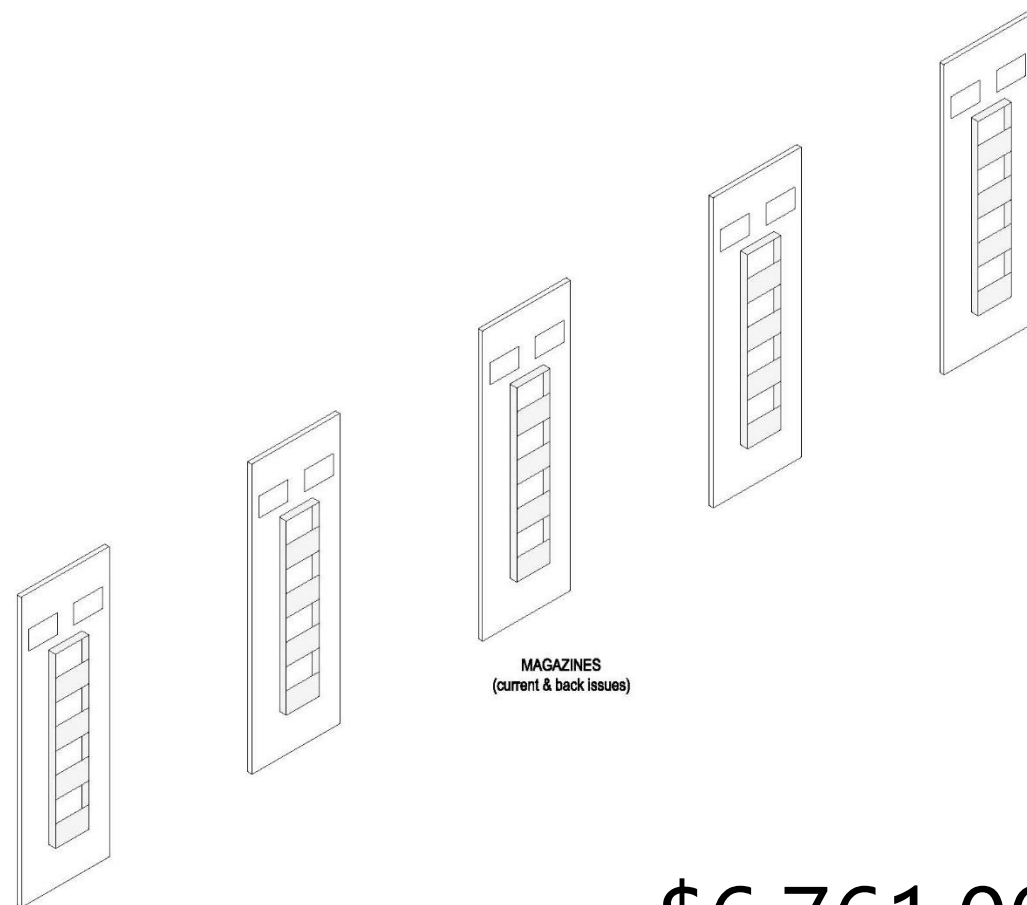
# Today's Vinyl's

- Anti-microbial
- Anti-bacterial
- Fire retardant
- Ink resistant
- Stain resistant
- Mildew resistant
- UV stabilizers
- Anti-static
- Abrasion resistant
- Sulfide stain resistant

Easy to clean with bleach and  
water!



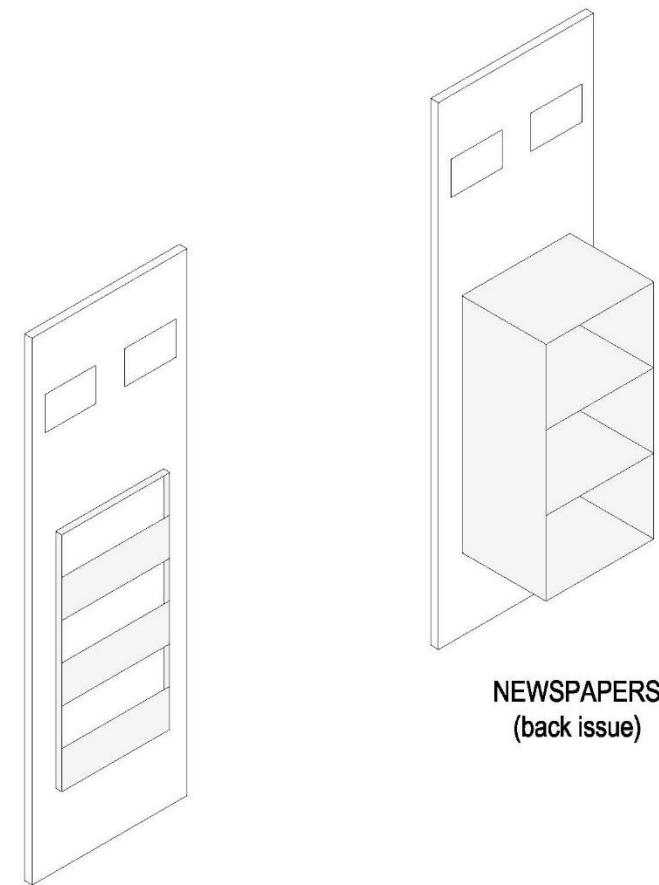
# Main Gallery – Magazine Racks & Newspaper Holder



MAGAZINES  
(current & back issues)

\$6,761.00

5 end panels = 20 magazines



NEWSPAPERS  
(current issue)

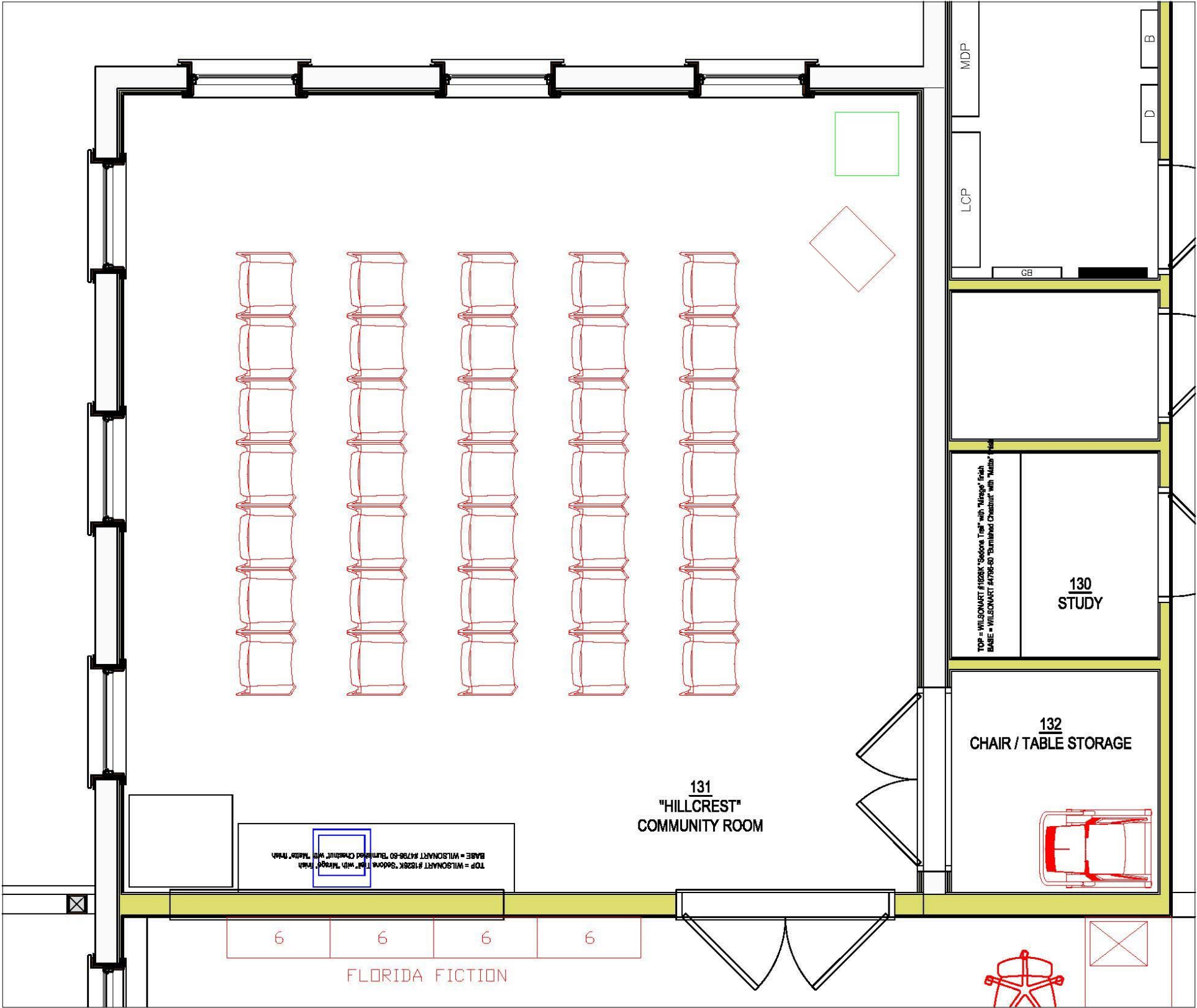
NEWSPAPERS  
(back issue)

\$3,137.00

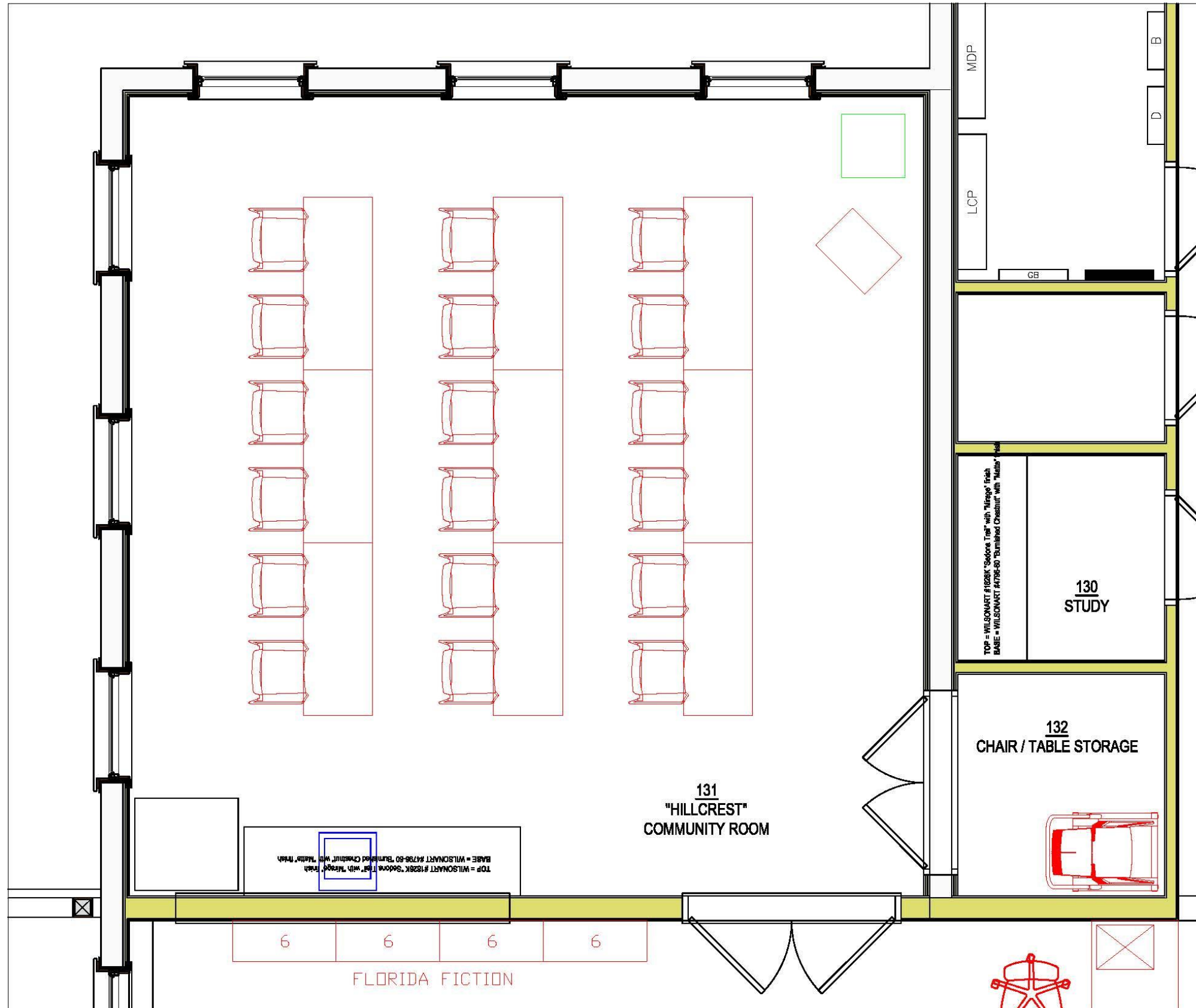
# Hillcrest Community Room (A)

Rose Avenue

Berckman Street



# Hillcrest Community Room (B)



# Hillcrest Tables & Chairs



9 Training Tables -  
\$492.00 each



# Hillcrest Tables & Chairs

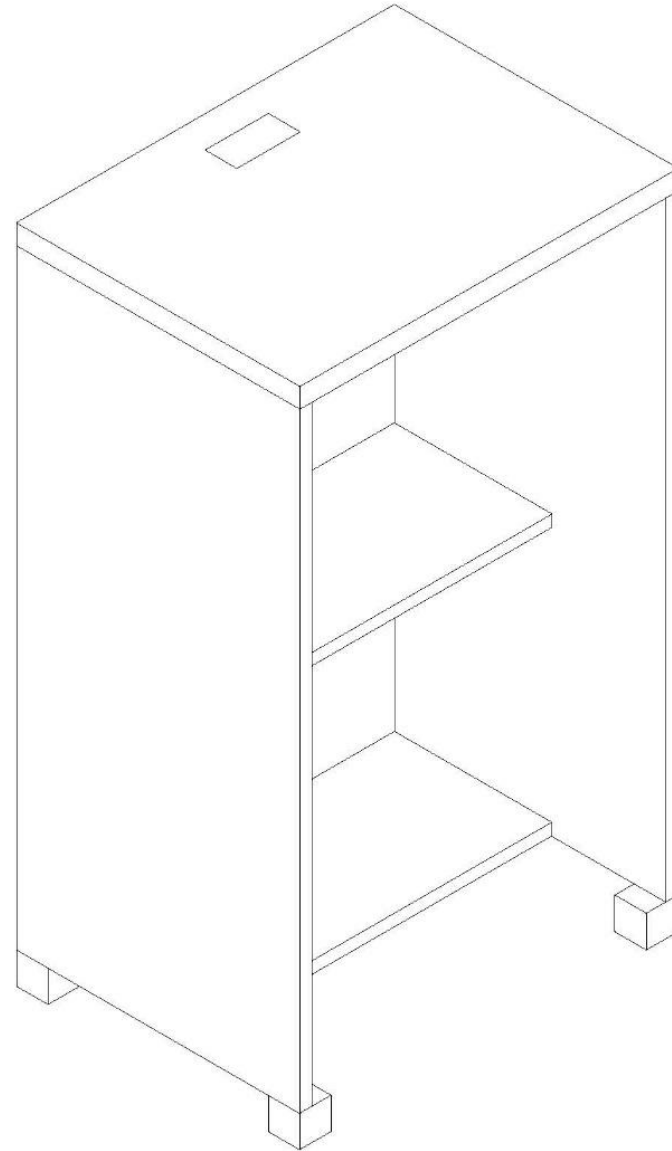


35 Meeting Chairs - \$113.00  
each

Meeting Chair Cart (2) @  
\$241.00 each

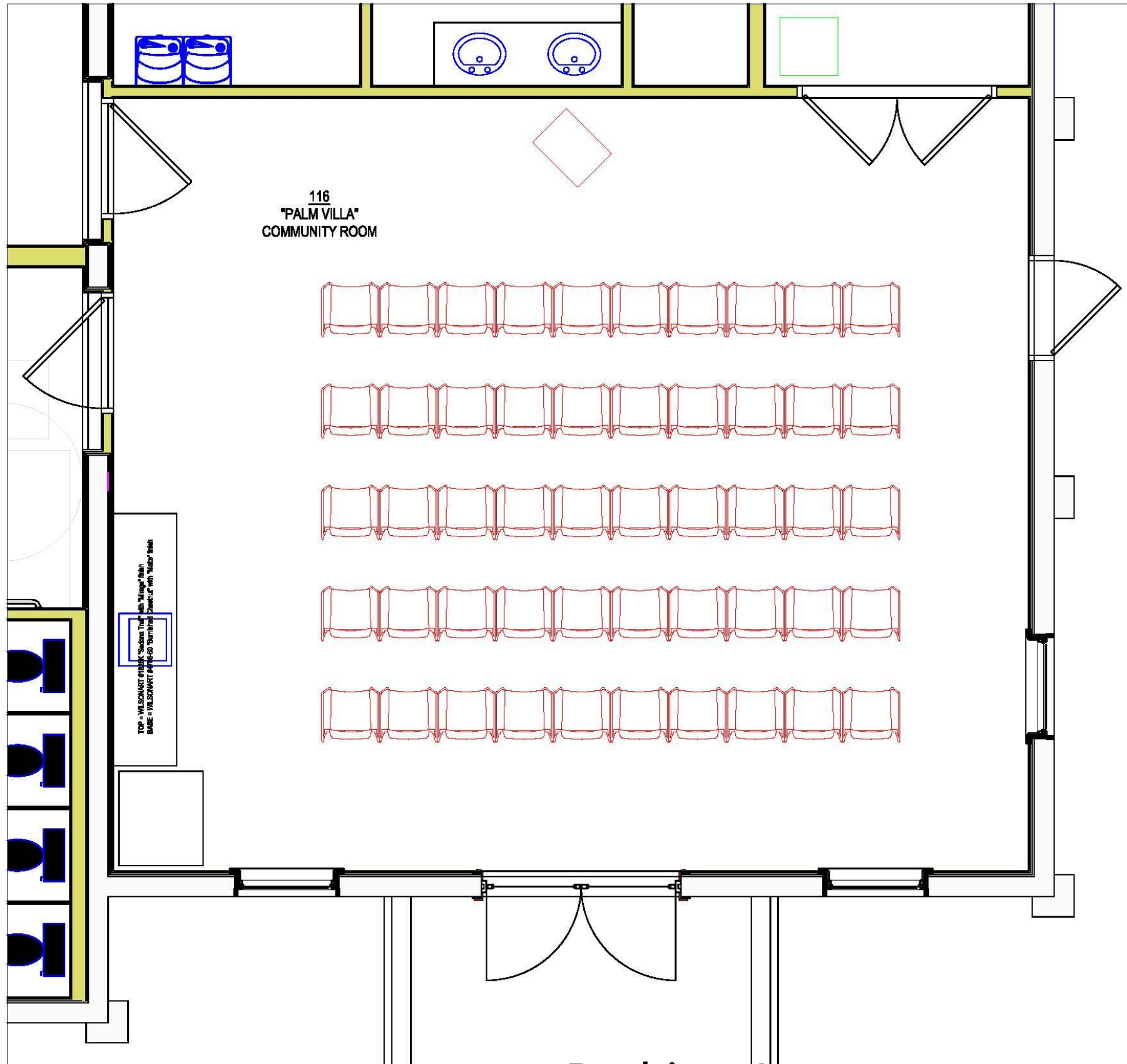


# Hillcrest Room Lectern



\$1,854.00

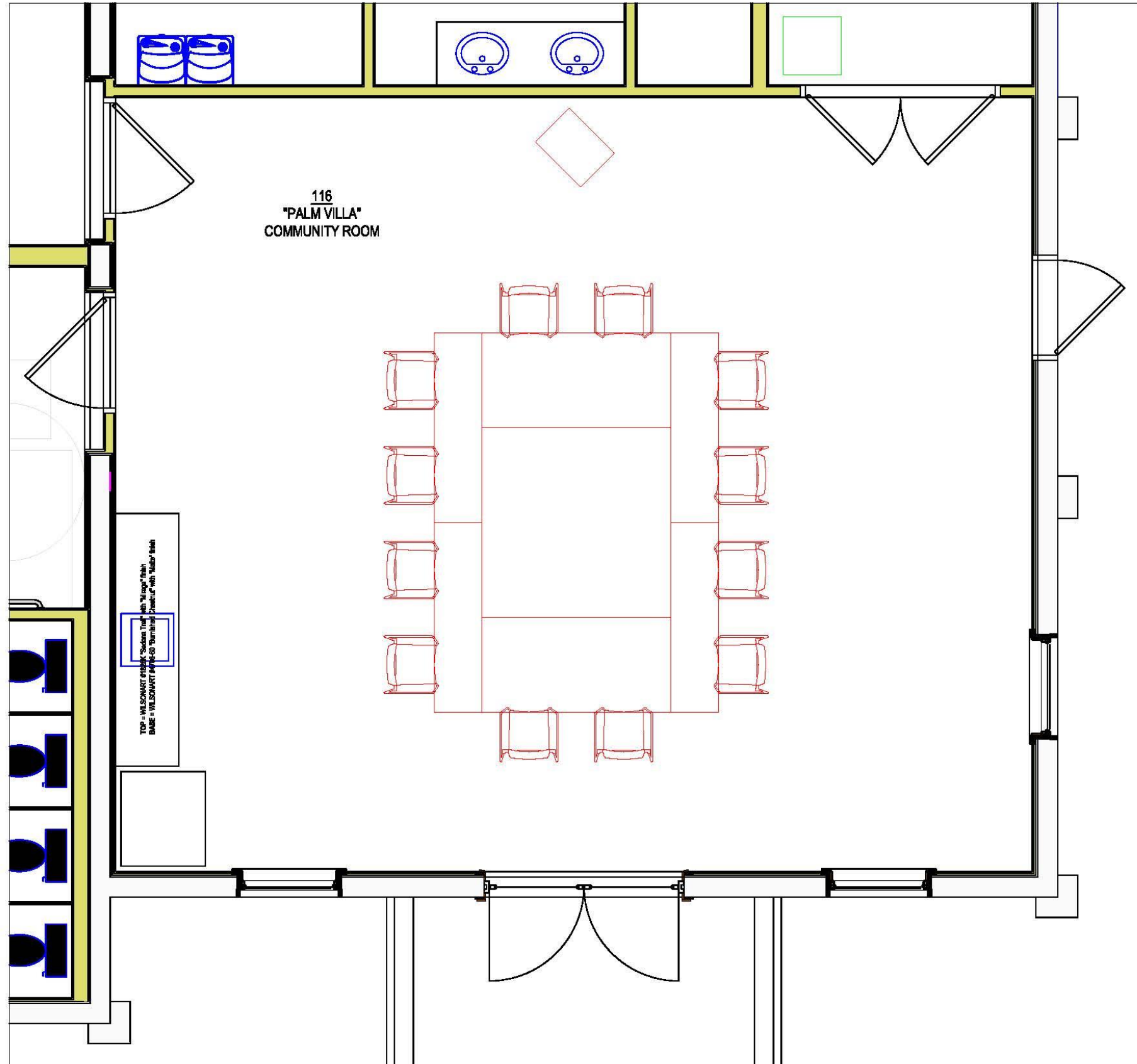
# Palm Villa Community Room (A)



Fountain Street

Parking Lot

# Palm Villa Community Room (B)





# Palm Villa Table & Chairs



4 Large Tables - \$492.00 each  
4 Small Tables - \$421.00 each



# Palm Villa Table & Chairs

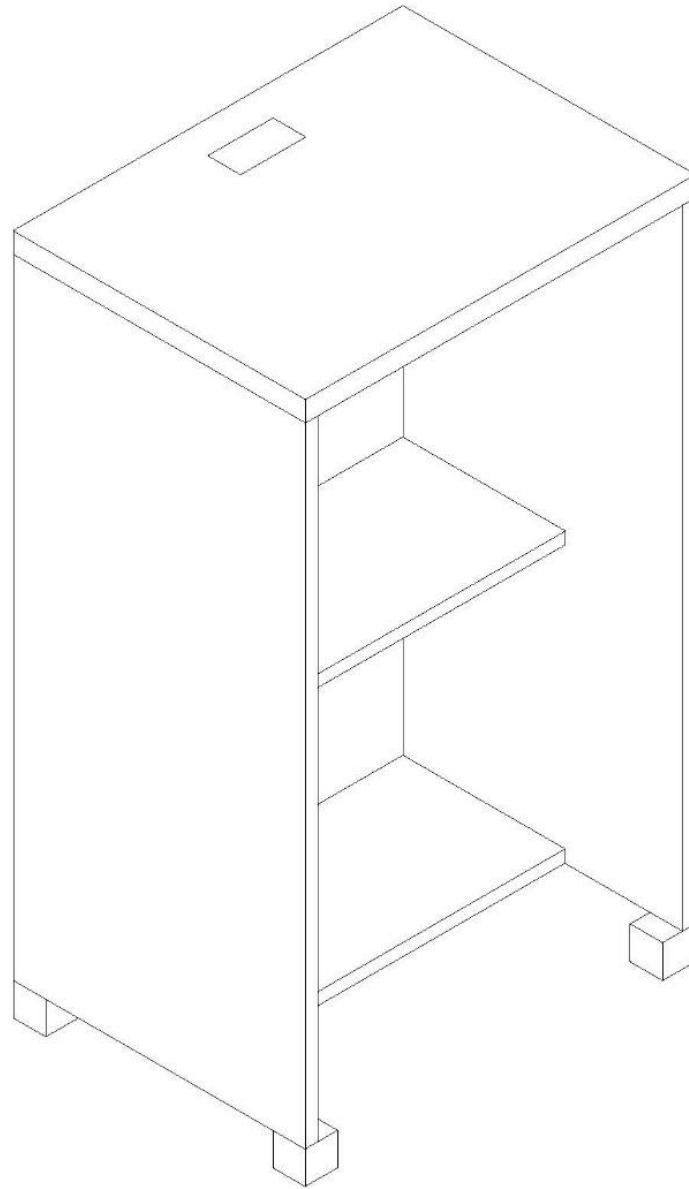


50 Meeting Chairs -  
\$113.00 each

3 Meeting Chair Carts -  
\$241.00 each



# Palm Villa Room Lectern



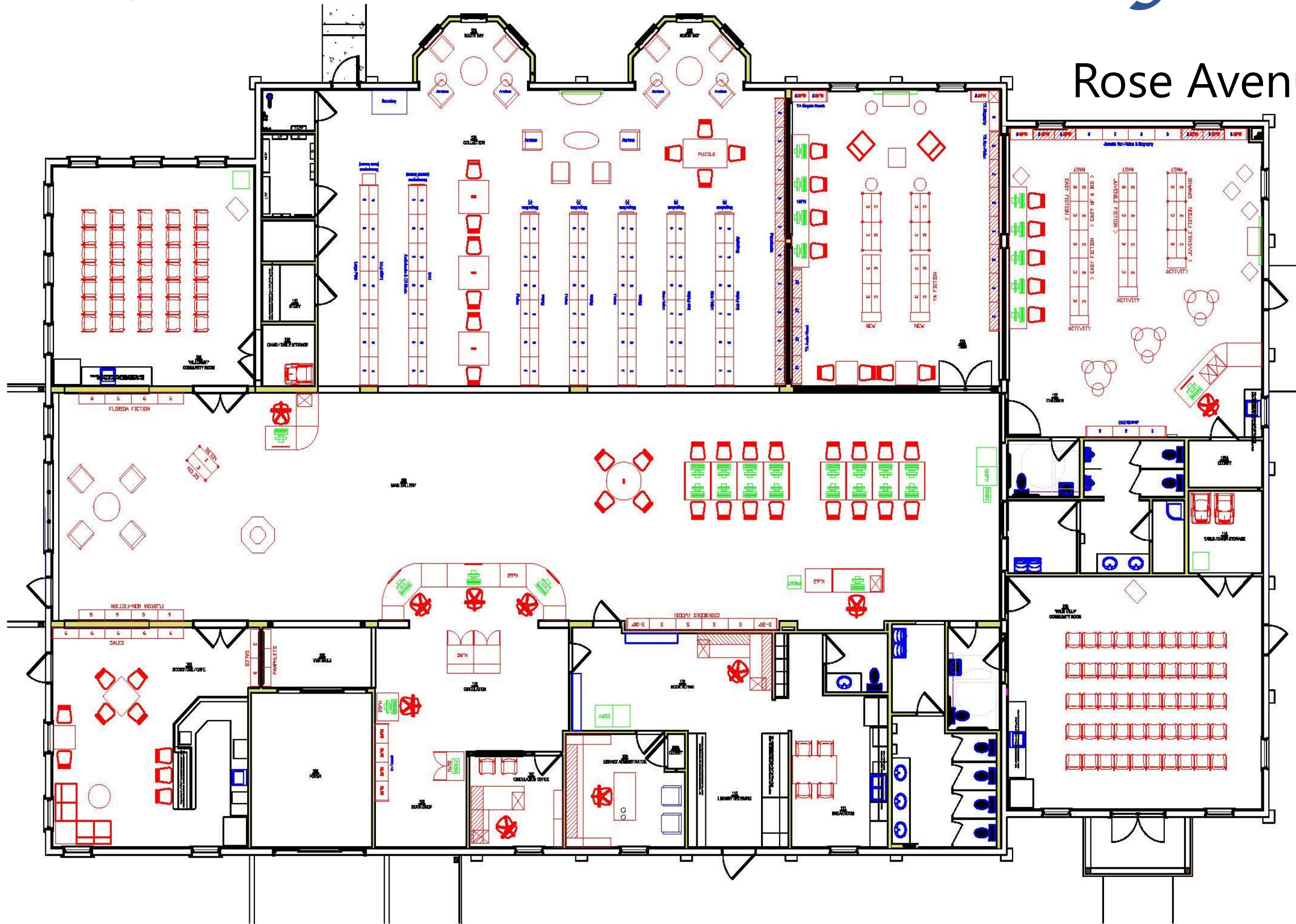
\$1,854.00

# Fruitland Park Library

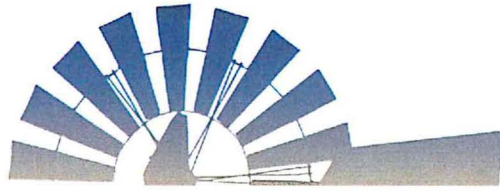
Berckman Street

Rose Avenue

Fountain Street



Main Entrance Parking Lot Side



# *Fruitland Park Library*



THE LIBRARY INTERIORS GROUP

10006 Cross Creek Blvd. #432- Tampa, FL - 33647 - 813.977.6805

## PERSONNEL



10006 Cross Creek Blvd. #432  
Tampa, FL 33647

■ *Jeff Hunt*

office: 813.977.6805  
fax: 813.977.6806  
mobile: 813.340.0649  
email: [jeff.hunt@libraryinteriors.com](mailto:jeff.hunt@libraryinteriors.com)

**LIBRARY INTERIORS OF FLORIDA, INC.**

THE LIBRARY INTERIORS GROUP  
new orleans ■ orlando ■ tampa ■ boca raton ■ birmingham

### **President – Library Interiors of Florida, Inc.**

(32) years of experience planning and furnishing libraries

Dealer Advisory Council for multiple manufacturers

previous employment with a national library furniture manufacturer

Bachelor of Science - Construction Management

# LIBRARY INTERIORS OF FLORIDA, INC.

## Professional Associations

- attend trade exhibitions
- conduct seminars
- Board positions
- sponsorships



# LIBRARY INTERIORS OF FLORIDA, INC.

## Florida Corporation

- Established January 31, 1990
- Incorporation Registry #L47929

## Florida Resale Certificate

- #58-12-179941-29-0

## Federal Employer Identifier

- #58-1877256

## Financial

- Dunn & Bradstreet #09-693-9558
- Substantial Line-of-Credit
- Surety Bond Rating "A"

## Insurance

- General Liability \$2,000,000
- Automobile Liability \$1,000,000
- Worker's Compensation \$500,000
- Excess Umbrella Liability \$1,000,000



## SERVICES

### Evaluation & Space-Planning

- survey jobsite and document existing conditions
- take field dimensions of building and locate power/data
- inventory existing furnishings and evaluate serviceability
- prepare AutoCAD drawing of "existing" floor-plan
- analyze collection and review projected development
- interview staff and conduct needs assessment
- observe patron activities and staff interactions
- develop multiple options and budget projections
- prepare AutoCAD drawing of "proposed" floor-plan
- modify and update drawings "live" onsite with staff

## SERVICES

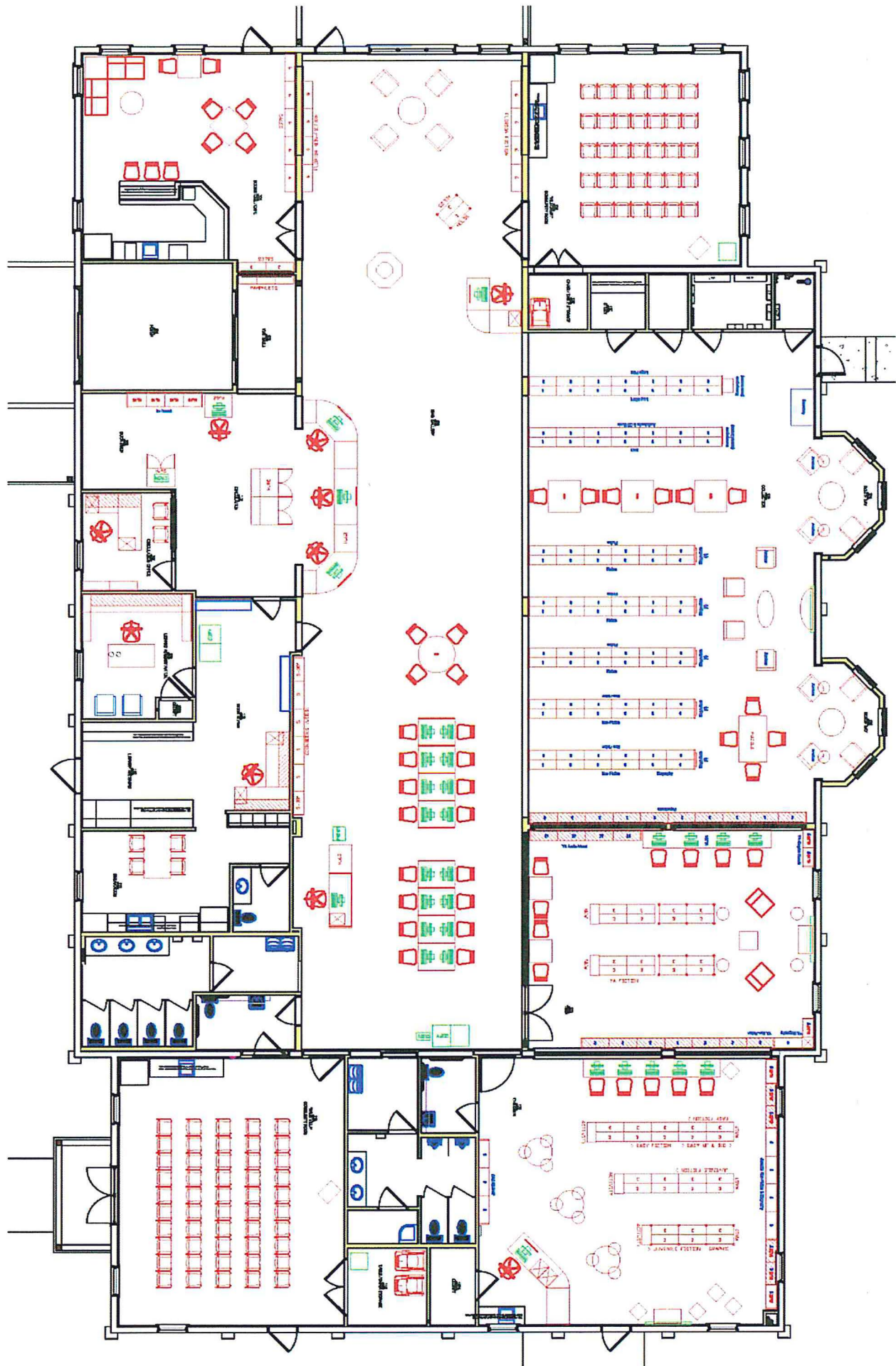
### Installation of New Furnishings

- receive freight at local warehouse to avoid drop-ship at jobsite
- unload pallets with forklift to maintain original package integrity
- inspect for damage and process any claims for replacements
- store all products until jobsite is ready for installation
- confirm jobsite conditions and coordinate schedule
- retrieve product from storage and load for local delivery
- transport and deliver to jobsite via lift-gate truck
- unload with proper material-handling equipment
- provide building and flooring protection
- strip shrink-wrap and break-down cartons
- assemble components, adjust and level
- maintain extra hardware inventory for any shortages
- perform any field-modifications and touch-up
- wipe-down furnishings and vacuum flooring
- remove trash from jobsite and pay disposal fees
- comply with Level II background check per Jessica Lundsford Act
- maintain general liability and worker's compensation insurance

## PRODUCTS

These contracts offer significant discounts from multiple manufacturers' published price lists.

FLORIDA STATE CONTRACTS		
Manufacturer	Product	Discount
<b>56121000-15-1 - Library Furniture</b>		
ESTEY	Steel Library Shelving	44.00% - 64.00%
TMC FURNITURE	Children's Library Furniture	25.00% - 25.00%
WORDEN	Wood Library Furniture	44.00% - 50.00%
<b>420-420-10-1 - Educational &amp; Institutional Furniture</b>		
ARCADIA	Upholstered Seating	52.25% - 56.25%
EGAN	Visual Communication Products	53.18% - 55.99%
ERG INTERNATIONAL	Institutional Furnishings	55.00% - 58.00%
FIXTURES FURNITURE	Multi-Purpose Furnishings	53.45% - 60.45%
ISE	Ergonomic Furnishings	54.75% - 60.75%
KRUG	Healthcare Furnishings	55.42% - 55.42%
NEVINS	Multi-Purpose Tables	55.05% - 57.05%
PETER PEPPER	Display Furnishings	50.00% - 52.00%
TOLEDO FURNITURE	Modular Computer Furniture	34.00% - 40.00%
VIA	Institutional Seating	54.25% - 61.25%
<b>425-001-12-1 - Office Furniture &amp; Files</b>		
ARTOPEX	Laminate Office Furniture	59.70% - 59.70%
ESI	Ergonomic Furnishings	51.90% - 55.90%
GREAT OPENINGS	Steel Office Furniture	69.73% - 73.73%
HARTER	Contemporary Seating	53.45% - 60.45%
HIGHMARK	Multi-Purpose Seating	60.00% - 62.00%
INTEGRA	Upholstered Seating	54.25% - 55.16%
IZZY DESIGN	Modular Office Furniture	55.90% - 59.60%
JASPER GROUP	Wood Institutional Furniture	59.40% - 61.60%
OFFICE MASTER	Ergonomic Seating	51.75% - 51.75%
TRINITY	Upholstered Seating	55.00% - 56.80%
VERSTEEL	Multi-Purpose Furnishings	56.90% - 59.90%



*Thank you*



10.11.2018 11:59



**AGENDA ITEM  
NUMBER  
7**

## CONSENT AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Draft Minutes		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	November 1, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b>			
<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>August 30, 2018 regular minutes</p>			
<b>Action to be Taken: Approval</b>			
<b>Staff's Recommendation:</b> Approval, if there are no corrections or amendments.			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the consent agenda: \_\_\_\_\_  
Mayor

**FRUITLAND PARK CITY COMMISSION SPECIAL  
MEETING MINUTES  
August 30, 2018**

A special meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, August 30, 2018 at 6:00 p.m.

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

**Also Present:** District 2 Commissioner Candidates Fred Collins and John Mobilian; City Manager Gary La Venia; City Treasurer Jeannine Racine; Captain Erik Luce, Sergeants David Cox and Henry Rains, Executive Assistant Karen McKillips, Police Department; Interim Fire Chief Donald Gilpin, Deputy Fire Chief Tim Yoder, Firefighter Clarence Williams, Fire Department; Public Works Director Dale Bogle; Parks and Recreation Director Michelle Yoder; Community Development Director Tracy Kelley; Human Resources Director Diane Kolcun, and City Clerk Esther B. Coulson.

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

After Mayor Cheshire called the meeting to order at 6:00 p.m., Captain Luce gave the invocation and Sergeant Rains led in the Pledge of Allegiance to the flag.

**2. ROLL CALL**

At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

**3. COMMUNITY REDEVELOPMENT AGENCY**

**By unanimous consent, the city commission recessed its meeting at 6:02 p.m. to the Community Redevelopment Agency and reconvened at 6:12 p.m.**

**4. CONSENT AGENDA**

**Approval of Minutes**

**On motion of Vice Mayor Gunter, seconded by Commissioner Bell and unanimously carried, the city commission approved the July 12, 2018 regular meeting minutes.**

**5. REGULAR AGENDA**

**(a) 2018 Election Status Update Report**

Ms. Coulson gave a report on the August 28, 2018 Primary Election where the two highest votes would be placed on the November 6, 2018 election. She explained that she is waiting for the Lake County Canvassing Board to convene at 3:00 p.m. (August 31, 2018) to conduct the official count certificates.

After Commissioner Bell recognized the presence of District 2 Commissioner Candidates Fred Collins and John Mobilian and questioned whether they could give self-introductions, Mayor Cheshire suggested that they ought to be introduced later in the agenda under public comments.

Ms. Coulson explained that the official certified results for the election would be presented at the next meeting.

**(b) Resolution 2018-033 Fruitland Park Library Furniture Deposit – FY 2017-18 Budget Amendment**

Ms. Geraci-Carver read into the record proposed Resolution 2018-033, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER; TO INCREASE OR DECREASE BUDGETED ITEMS PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Lewis voiced his concurrence with Mayor Cheshire's inquiry that the subject funding would be allocated from the capital improvement program.

After discussion, Commissioner Ranize pointed out the \$45,000 increase for the Fruitland Park library equipment where \$275,000 is not included in the backup for this evening's meeting. He questioned what was previously received for furniture from libraries around the county, what is being purchased and what are the plans for the old furniture.

After Mayor Cheshire suggested that the subject item be tabled, Mr. La Venia addressed the plan to find out more information and that a complete list of the order form and the plan would be provided to the city commission.

**On motion of Commissioner Lewis, seconded by Commissioner Bell and unanimously carried, the city commission postponed its action to adopt Resolution 2018-033 as previously cited to the next meeting for more information.**

**(c) Resolution 2018-047 Police Department Bullet Proof Vest – FY 2017-18 Budget Amendment**

Ms. Geraci-Carver read into the record proposed Resolution 2018-047, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER; TO INCREASE BUDGET REVENUES AND EXPENDITURES IN THE GENERAL FUND BUDGET PROVIDING FOR THE AMENDMENT OF THE



FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR  
AN EFFECTIVE DATE.

After Ms. Racine described the subject item, **a motion was made by Commissioner Lewis, seconded by Vice Mayor Gunter that the city commission adopt Resolution 2018-047 as previously cited.**

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

**(d) Utility Rate Study BESH – Proposal**

The city commission considered its action on the utility rate study proposal with Booth Ern Straughan and Hiott Inc. (BESH).

Mr. La Venia referred to the city commission's actions at its August 9, 2018 regular meeting adopting Resolution 2018-028 to conduct a utility rate study as a wastewater agreement with the direction to incorporate all utilities in the same price within the study. He pointed out his recent meeting with Mr. Duane K. Booth, BESH, who agreed to include water, wastewater and stormwater for the same price in the contract.

In response to Mayor Cheshire's inquiry, Ms. Geraci-Carver addressed the need for the city commission to reapprove same.

Answering Commissioner Ranize' concerns on previous occasions on BESH's underestimated charges which subsequently exceeds engineering costs, Mr. La Venia confirmed in response on similar studies that they conducted and verified that he can obtain from them a list of stormwater utilities studies completed for municipalities. He concurred in the affirmative to Commissioner Lewis' inquiry that a contractual arrangement for \$27,000 has been agreed to by BESH whereby no cost overruns would come before the commission for approval to which Vice Mayor Gunter questioned the accuracy of their figures.

Ms. Geraci-Carver, in response to Mayor Cheshire's question, confirmed that such contractual arrangements are typically adopted by resolution.

**By unanimous consent and upon Mayor Cheshire's suggestion, the city manager agreed with the city commission's direction to obtain references, supporting documents, and rate revisions from Booth Ern Straughan and Hoitt Inc. for consideration at the next meeting.**

**(e) Resolution 2018-049 Authorizing City Attorney to Execute the Updated Certificate of Compliance – Edward Byrne Memorial Justice Assistance Grant**

Ms. Geraci-Carver read into the record proposed Resolution 2018-049, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE UPDATED CERTIFICATE OF COMPLIANCE REQUIRED BY THE U.S. DEPARTMENT OF JUSTICE - OFFICE OF PROGRAMS AS PART OF A REQUEST FOR FUNDS FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT; PROVIDING FOR AN EFFECTIVE DATE.

After Mr. La Venia explained the subject item, **a motion was made by Commissioner Bell, seconded by Commissioner Lewis that the city commission adopt Resolution 2018-049 as previously cited.**

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

**(f) Line-of-Credit Status Update Report**

The city commission considered its action to authorize staff to proceed with the line of credit for various projects related to Hurricane Irma clean-up.

Ms. Racine relayed the suggestion made at the city commission's August 9, 2018 regular meeting to apply for a loan on the line of credit and outlined United Southern Bank's (USB's) proposed terms on the original request of \$500,000 reduced to \$350,000 for the United States Department of Homeland Security Federal Emergency Management Agency (FEMA) as it related to Hurricane Irma expenses used as a collateral. She explained that there would be no initial cost if the city does not borrow; however, a 4.5 percent payment would be required on any amount drawn and any FEMA reimbursement payment received would need to be paid down on the 24 months line of credit.

Ms. Racine responded to Commissioner Lewis' inquiry that no mention was made on the requirement for the city to collateralize by establishing a deposit and indicated that the city had adequate funds in the account which was not needed. Commissioner Lewis recognized the expenses associated with the aftermath of Hurricane Irma and the city commission's prediction of a shortfall in its operating funds, the bills exceeding the revenue in the last quarter of the calendar year and the city not having the means to pay the bills positioning it to utilize the line of credit which would be paid off with the funds anticipated from FEMA.

At Mayor Cheshire's request, Commissioner Lewis explained the reason for the surplus and reiterated previous remarks from Ms. Racine and McDirmit Davis (certified public accountants retained by the city) who emphasized the need for the city to have three to six months unrestricted general reserve funds as it is woefully inadequate; that the city be prepared for emergencies and budget for surplus funding. He recognized the statements that there are adequate funds in the bank; however, he cited reasons for utilizing the funds in certain ways.

In response to Ms. Racine's statements for three months in reserves of \$1 million worth of expenses to be conservative, Commissioner Bell indicated that said amount is low in comparison to the six months recommended by the previous CPA including McDirmit Davis.

Ms. Racine voiced her concurrence with Vice Mayor Gunter's recollection that when he was elected as a commissioner on November 2, 1993, the city had six months in reserves. He gave an historical overview on the attempts made over the years to keep taxes low with reserves maintained and recognized the vacant properties at that time and how employees remained employed.

**By unanimous consent the city commission directed the city treasurer to proceed in applying for a loan on the line of credit for various projects related to Hurricane Irma clean-up.**

**(g) FEMA Federally Funded Subaward and Grant – Contract 20301 - Operating Period 2, Category A – Hurricane Irma**

The city commission considered the acceptance of the United States Department of Homeland Security Federal Emergency Management Agency's (FEMA's) federally-funded subaward and grant agreement for Hurricane Irma to the State of Florida Division of Emergency Management.

Mr. La Venia gave an overview of the first of two contracts -- of \$170,000 with the anticipation of receiving the second agreement in the future to cover the remaining funds -- from FEMA for approximately \$220,000 which would total \$380,000 and described the process before receiving the award from the state. He addressed the need for the city commission to reexamine same again.

After discussion, Mr. La Venia reported on the state's identification of more funds, in addition to the application that was previously submitted where the award amount requested was increased.

Following further discussion and **on motion of Commissioner Lewis, seconded by Commissioner Bell and unanimously carried, the city commission approved the United States Department of Homeland Security Federal Emergency Management Agency's federally-funded subaward and grant agreement as previously cited with the modification of \$45,259.01.**

**(h) Year-to-Date Budget Financial Report - July 2018**

Ms. Racine reviewed the year-to-date budget financial report of July 2018 reflecting revenues and expenses.

**On motion of Commissioner Lewis, seconded by Commissioner Bell and unanimously carried, the city commission accepted the financial report as previously cited.**

**By unanimous consent, Mayor Cheshire opened the public hearing for this evening's meeting.**

### **PUBLIC HEARING**

- (i) First Reading - Resolution 2018-046 – Lake EMS Assignment ILA**  
After Ms. Geraci-Carver read into the record proposed Resolution 2018-046, the substance of which is as follows, Mayor Cheshire called for interested participants to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING ASSIGNMENT OF THE INTERLOCAL AGREEMENTS BETWEEN LAKE EMERGENCY MEDICAL SERVICES, INC. AND CITY OF FRUITLAND PARK TO LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on September 13, 2018.)

After discussion, **a motion was made by Commissioner Bell and seconded by Commissioner Lewis that the city commission adopt Resolution 2018-046 previously cited.**

There being no comments 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.**

- (j) Second Reading and Public Hearing - Ordinance 2018-015 – Water Rates Increase**  
It now being the time advertised to hold a public hearing to consider the adoption of proposed Resolution 2018-015, Ms. Geraci-Carver read into the record the following title and Mayor Cheshire called for interested participants to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 50, SECTION 50.30(A), (B), (D), OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WATER RATES BASED ON THE CPI; TO BE EFFECTIVE OCTOBER 1, 2018; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on August 9, 2018.)

After discussion, and **on motion of Vice Mayor Gunter, seconded by Commissioner Lewis and unanimously carried, the city commission postponed its action to enact proposed Ordinance 2018-015 to the October 10, 2018 regular meeting at the city treasurer's request.**

**(k) Second Reading and Public Hearing - Ordinance 2018-016 – Water and Wastewater Rates Increase**

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2018-016, Ms. Geraci-Carver read into the record the following title and Mayor Cheshire called for interested participants to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 99, SECTION 99.60 (B) OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WASTERWATER RATES; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on August 9, 2018.)

After Mses. Racine and Geraci-Carver confirmed that the agenda title should reflect *wastewater* and not *water and wastewater*, **a motion was made by Commissioner Lewis and seconded by Commissioner Bell that the city commission enact Ordinance 2018-016 to become effective beginning October 1, 2018 as provided by law.**

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

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

**END OF PUBLIC HEARING**

**6. OFFICERS' REPORTS**

**(a) City Manager**

**i. FDOT US Hwy 27/441 Landscaping Improvements Proposal - JPA MOA**

Mr. La Venia reviewed the State of Florida Department of Transportation (FDOT) proposal regarding the US Highway 27/441 Landscaping Improvements and referred to FDOT's previous highway maintenance agreement (from Dr. Martin Luther King Jr. Boulevard to Lake Ella Drive) for \$14,202 per annum. He outlined the tentative activities for public works personnel – for the duration of two days, at \$33,057.10 per annum (warmer months twice and cooler months, depending on grass growth, once a

month) – and described the current equipment and the type of service to be performed.

After Mayor Cheshire questioned the availability of FDOT grants and Mr. La Venia outlined in perpetuity the city’s responsibility to maintain the roadway, Vice Mayor Gunter referred to the August 29, 2018 Daily Commercial article entitled; “Leesburg, FDOT to add landscaping to Dixie Avenue” and recognized the \$350,000 landscape grant funds for the project. (A copy of the article is filed with the supplemental papers to the minutes of this meeting.)

Commissioner Ranize addressed the overhanging trees, the use of the aerial truck and the articulated modem equipment; noted the concerns relating to sidewalk and the likely expense; pointed out the trash pickup which is not the city’s responsibility and identified the drywall situated for a month on CR 466A which has not been removed. He relayed the previous request for additional public works staff and the subsequent permission to rescind same which he believed was not carried out.

Commissioner Ranize recalled his previous references regarding the need for landscape maintenance improvements on US Hwy 27/441; reported on his observations, earlier this day, of a private AAA Mowing Service, a private company who contracted with the Department of Corrections; noted the use of inmate work crews to edge the roadway and questioned whether the police department could review implementing same periodically.

Commissioner Ranize expressed his appreciation to business owners for their efforts in performing landscape maintenance services in front of their properties and agreed that the \$33,000 would help and that the city would be able to afford implementing the remainder.

Following further discussion and in response to Commissioner Bell’s concurrence on the city commission’s desire to proceed, Ms. Geraci-Carver indicated that a resolution and interlocal agreement would be required for adoption.

After discussion and **by unanimous consent, the city commission authorized staff to proceed with the State of Florida Department of Transportation US Hwy 27/441 Landscaping Improvements joint participation agreement.**

**ii. Gardenia Park Swimming Pool Heater**

Mr. La Venia addressed the \$200 received in donations for a pool heater, relayed the willingness of Infinity Fitness and Spa Inc. to obtain same, and conveyed his conversations with Ms. Yoder on its satisfactory condition.

Mr. La Venia conveyed Titan Swim Team's willingness to donate the swimming pool cover and reported on the potential installation of the natural gas at no cost until it is utilized. He referred to his previous conversations with the swimming pool representatives on the reduction of chemical costs which the city will assume if the pool is heated; recognized the team's \$250 monthly cost to cover same and noted the specific purpose of the pool remaining open if there is a need for swim lessons, swim team practice and water aerobics fitness classes. Mr. La Venia pointed out staff's recommendation to offer \$500 to the City of Leesburg for the swimming pool heater and use the \$200 donation received earmarked for the installation.

In response to Commissioner Bell's recollection of the \$2,000 cost, Ms. Yoder conveyed her previous conversations with Mr. Terry W. Miller, Pool Control Inc., who accompanied her to the City of Leesburg before demolishing the Venetian Gardens Swimming Pool Facility and indicated that he would offer no more than \$500 for the 15-year-old heater which is in favorable condition. She acknowledged the total installation cost of \$2,000, if the city's offer is accepted.

Commissioner Ranize pointed out the June 24, 2018 Daily Commercial article entitled "City Pool Reemerges as a Possibility for Leesburg" and referred to its budget of more than \$2.2 million for a swimming pool which could be constructed in two years and addressed the likelihood of the city losing the swim team.

After much discussion and **on motion of Commissioner Bell, seconded by Commissioner Lewis, the city commission approved the offer of \$500 to the City of Leesburg for the swimming pool heater.**

**(b) City Attorney**

**i. Notice of Claim – James Hartson**

Ms. Geraci-Carver explained that there is no notice of claim for James Hartson.

**ii. Notice of Claim – Larry Odum**

Ms. Geraci-Carver explained that there is no notice of claim for Larry Odum.

**iii. FRS Matters**

Earlier in the meeting, Mr. La Venia announced that Chief Fewless is compelled by the State of Florida Department of Management Services (DMS) Florida Retirement System (FRS) to retire which would become effective Friday, August 31, 2018. In the meantime, he gave reasons why he would be appointing Captain Luce as the interim police chief, a decision

based on recent discussions with Chief Fewless as it related with his experience and the confidence they had with him.

Mr. La Venia identified the FRS' appeals process available for Chief Fewless who intends to pursue same with the assistance provided by the city. Along with Ms. Geraci-Carver, Mr. La Venia reported on his initiation and recent discussions with Mr. Glenn E. Thomas, Attorney with Lewis, Longman & Walker, P.A., who specializes in the subject matter; due to the potential expenditure he has which is limited to \$4,000 and requested the city commission's consideration to exceed same in order to proceed with the FRS' appeals process to which Ms. Geraci-Carver advised against delving into same.

In response to Commissioner Ranize' inquiry and after Mr. La Venia relayed FRS' potential impact on the city; Ms. Geraci-Carver explained that an FRS retiree is prohibited from being employed by another FRS participating agency for a period of six months or a year (regardless of the FRS employee's retirement status). She recognized the violation of FRS' rules where they requested that Chief Fewless repay back to them some of the funds (including the contributions that the city should have been making on his behalf) and explained that the subject issue goes back to 2011 when Chief Fewless participated in the Deferred Retirement Option Program (DROP), a five-year period.

Ms. Geraci-Carver explained that Mr. Thomas has been retained; indicated that they are waiting for Chief Fewless to receive documents on FRS' appeals processes which would be addressed with Mr. Thomas who intend to review how the issue would be rectified. She anticipated that more information would be available by the next meeting.

After Commissioner Ranize referred to Mr. La Venia's August 29, 2018 memorandum regarding the potential contractual arrangement for Mr. Fewless, Mr. La Venia relayed the question posed on permitting same as notification was made that other municipalities were utilizing a similar procedure. He conveyed Mr. Thomas' remarks on August 28, 2018 who, in agreement, indicated that such arrangements would not be immediate; as it would need to be implemented through a third party and reviewed and approved by FRS before city commission action to which Ms. Geraci-Carver noted the uncertainty.

Mr. La Venia responded to several questions posed by Commissioner Ranize that the issue originated as a result of a regular IRS audit revealing Chief Fewless' name and IRS subsequent contact to him.

After Commissioner Ranize pointed out his conversations with Ms. Racine earlier this week where it was revealed that the city's part-time employees,



according to the former human resources administrator, were not entitled to be included in FRS' retirement coverage to which Ms. Racine interjected was discovered in DMS Inspector General's Office/Retirement Compliance Audit. As part-time employees are eligible for coverage and the city was going to be penalized for the exclusion, she explained that the city was required to comply by making the adjustments which has already been implemented.

In agreeing with Ms. Racine's comments, Mr. La Venia explained that as he was being employed at the time when the city joined FRS on November 20, 2014, he was informed by the former city treasurer that part-time employees were not required to join FRS which was incorrect information.

In response to a question raised by Commissioner Ranize on the identification of the funding source for part-time employees who could have been included in the FRS and the concerns on the city commission being informed at this evening's meeting on paying back the portion to FRS, Ms. Racine concurred in the affirmative to Mayor Cheshire's request that she would report back to the city commission on same.

Commissioner Lewis agreed with Commissioner Ranize' concerns on the city's incurred liability after joining the FRS; recalled the statements from former Certified Public Accountant (CPA) -- Mr. W. Chet Ross, Shumacker, Johnston & Ross PA, during his review of the Comprehensive Annual Financial Report for the year ended September 30, 2015 – on the city's proportionate share of the FRS net pension liability to be \$273,043 and addressed the current findings shared by the present CPA retained by the city, McDirmit Davis & Company, on same for year ended September 30, 2017 which increased to approximately \$1.6 million.

Commissioner Lewis recognized the city's portion of the pension plan has not been funded appropriately and acknowledged FRS' findings, of which the city was unaware at the time, on its a portion of liability and the amount in question assigned to the city.

Mayor Cheshire referred to the favorable introduction of the FRS plan to the city commission and requested that the city commission consider during its FY 2019/20 budget cycle terminating the FRS plan.

After discussion, Commissioner Ranize gave his prediction on the city going into debt if it is required to pay back Chief Fewless his retirement for the last three years and questioned whether he elected, in participating under the Deferred Retirement Option Program (DROP), to receive the lump sum benefits to which Mayor Cheshire advised that he speak with Ms. Geraci-Carver.

After Mr. La Venia responded in the affirmative to Commissioner Ranize's question that staff travelled to Tallahassee to receive FRS training, he further recommended that staff be sent to review FRS in its entirety

Following further discussion, and **by unanimous consent, the city commission agreed with Mayor Cheshire's direction to the city treasurer to provide more information on the repayment to the Florida Retirement System at the next meeting.**

Commissioner Ranize recalled the paperwork he completed when he retired from a law enforcement agency and questioned the city's records prior to retaining Chief Fewless to which Mr. La Venia indicated would need to be obtained from FRS.

After Mayor Cheshire restated the direction for staff to provide more information back to the city commission at its next meeting, Ms. Geraci-Carver and Mr. La Venia concurred in the affirmative. Mayor Cheshire requested that Ms. Geraci-Carver be contacted if there are any more questions in this regard.

#### 7. PUBLIC COMMENTS

Mr. Don Brosick, Village of Fruitland Park (Pine Hills resident), questioned the total budget (expenditures, shortfalls and gains) and whether they could be reviewed for the Fruitland Park Library and the water and wastewater treatment plant (WWWTP).

After Ms. Racine referred to the reports provided with the supplemental papers, Ms. Coulson explained that she will provide Mr. Brosick with her contact information and identify where said budget relating to his concerns could be located on the website.

Ms. Rita Ranize, City of Fruitland Park resident, voiced concerns on the events that occurred with Chief Fewless. She questioned the city's knowledge of same and the impact caused to the police department staff; addressed her confidence in Captain Luce and indicated that the city is liable.

Mr. Fred Collins, Villages of Fruitland Park (Pine Ridge) resident and District 2 Candidate, introduced himself to the city commission by highlighting his background and experience primarily in contract negotiations. He referred to the CRA's deliberations at its meeting earlier this day regarding the road resurfacing contract award for roads and streets and the cost effectiveness of the contract with Paqco Inc. (also known as Paquette Company) where he anticipated that there would be another opportunity to review same.

Mr. John Mobilian, Villages of Fruitland Park (Pine Ridge) resident and District 2 Candidate, introduced himself to the city commission highlighting his background and experience in the flight industry for a courier delivery services company. .

**8. COMMISSIONERS' COMMENTS**

**(a) Commissioner Ranize**

**i. Fruitland Park Library and WWTP Expenses**

In response to Mr. Brosick's comments regarding the Fruitland Park Library and WWTP, Commissioner Ranize identified expenditures which was delineated in this day's email from Ms. Racine; a copy of which is filed with the supplemental papers to the minutes of this meeting.

**i. FRS Matters**

With respect to Chief Fewless, Commissioner Ranize referred to a previous meeting on the city commission's support of public safety. He recognized the recent homicide and the professionalism conducted by the police department, the relationship developed with the surrounding areas and the likelihood of losing Chief Fewless; thus, the liability to the city.

In recognizing the tremendous issue before the city and the reasons on his attempts to find the truth, Commissioner Ranize requested Mr. La Venia's resignation.

**(b) Commissioner Lewis**

**i. Fruitland Park Library**

Commissioner Lewis gave his recollection issues before the city commission on the:

- awarding the invitations to bid for the site development of the new public library facility construction; according to the plans for said construction provided by Senatore Inc., architect retained by the city, which was placed before the former community development director;
- bids which were several hundred thousand dollars higher than the city's available funds for said project;
- county library system's previous negotiations on one of the library impact fee grants funds awarded towards the furnishing of the new library and the county's subsequent agreement to reprogram and utilize same as part of the construction where the city was still short in funding and decided to proceed in that regard;
- comment made that it was not that the library was over budget but it was the lack of information presented before the city commission in not preparing the site; thus, the April 16, 2018 email with accompanying documents from Ms. Racine that funds, as part of the project to develop the site, would be ready for the public safety building;

- agreements entered with Paquette Company and Signature Construction Inc. for said new library construction with one change order from Paquette and
- previous decision to relocate the stormwater from the site;

**ii. WWWTTP Expenses**

Commissioner Lewis referred to this day's email from Ms. Racine regarding money questions as it relates to the WWWTTP expenses; addressed the lack of opportunity to review same which appears to be over and questioned the costs on the existing contract which he believes requires additional discussion. (A copy of the email is filed with the supplemental papers to the minutes of this meeting.)

**iii. Budget**

Commissioner Lewis referred to the comments made by the candidate running for city commission district 2 in the August 29, 2018 Villages-News.com article; a copy of which is filed with the supplemental papers to the minutes of this meeting.

Commissioner Lewis gave a detailed overview of his understanding on how the city's finances are governed; the inadequacy of the millage rate to generate the general fund revenue to operate the city, and his actions on same where he believed that detailed deliberations ought to have been held during the budget workshop process. He recognized the decrease in the ad valorem rate from 4.5 or 4.7 mills to 3.986 mills as a result of the additional revenue coming into the city.

**(c) Commissioner Bell**

**i. Budget**

Commissioner Bell addressed, during his tenure on the city commission, the talents and skills of previous elected officials which he believed helped or hindered, in some cases, the city's growth. He voiced his belief that Commissioner Lewis gave an accurate account of the city's finances and felt that elected officials ought to assist when items are addressed.

**ii. FRS**

Commissioner Bell recalled the presentation when the FRS was introduced before the city commission that it which would help secure and retain better employees for the city. He recognized the subsequent problems experienced once implemented; noted the city commission's unawareness of the issues when Chief Fewless was retained and hoped that anyone who was aware of same would come forward.

**iii. 2018 FLC 92<sup>nd</sup> Annual Conference – Home Rule**

Commissioner Bell referred to the August 16 to 18, 2018 Florida League of Cities 92<sup>nd</sup> Annual Conference (Celebrating 50 Years of Constitutional Home Rule). He recalled its history before 1968 where the state government had control over local government and the passage after 1968 of the Constitutional Amendment which allowed cities the right to perform municipal functions and deliver services which exists this day.

Commissioner Bell reported on the erosion of said rights on an annual basis where state chapters are advocating to ensure that they are not lost and referred to the bills during 2018 which threatened the cities' rights which were subsequently defeated. He addressed the pending proposed bills which will impact the cities and pointed out the passage of resolutions on the 2018 Resolutions Committee that he served on which opposed some of the mandates.

Commissioner Bell conveyed the request for the city commission to continuously be aware of same and communicate with the local representatives on such home rule infringements.

**(d) Vice Mayor Gunter, Jr.**

**2018 FLC 92<sup>nd</sup> Annual Conference – SROs**

Vice Mayor Gunter referred to Commissioner Bell's reference to the 2018 FLC 92<sup>nd</sup> Annual Conference which he attended and highlighted the educational session/workshops regarding school resource officers (SROs) and noted the panel on August 19, 2018 which involved law enforcement officers and city managers who advocated the need for a full-time police officer at schools.

Vice Mayor Gunter pointed out his personal conversations with one of the police chiefs who was on the panel who did not disclose to the audience during the session the opportunity to retain a part-time law enforcement retired officer under contract where the officer would be supplied with a uniform, badge and gun; be retained with an annual budget of \$36,000 at \$25 per hour, eight hours a day and 180 days a year with no benefits and no vehicle and where the school district is funding same at 100 percent.

Vice Mayor Gunter reported that the panel shared how school districts ought to employ its own police force, currently implemented by Miami-Dade County School District, West Palm Beach County and the universities in Florida; conveyed the problem of sheriffs' offices and local governments providing a few officers with some schools retaining guardians and noted the lack of a countywide program utilizing different agencies to operate the system.

Vice Mayor Gunter explained that if one agency operates a program where the school has its own police force and develops its own curriculum, he mentioned the costs savings and improved programming involved; relayed the police chief's

comments on the reason the state provides \$45,000 which costs \$35,00 to retain an officer and questioned Lake County School District reviewing something similar.

**9. MAYOR'S COMMENTS**

**(a) 2018 FLC 92<sup>nd</sup> Annual Conference**

Mayor Cheshire acknowledged the reports given by Vice Mayor Gunter and Commissioner Bell regarding their recent attendance at the 2018 FLC 92<sup>nd</sup> Annual Conference.

**(b) Dates to Remember**

Mayor Cheshire recognized the following events:

- September 3, 2018, Labor Day – City Hall Closed;
- September 4, 2018, Lake EMS Employee Issues Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 3:00 p.m.;
- September 4, 2018, Lake EMS Operations Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 4:00 p.m.; to which Commissioner Lewis noted that it was cancelled;
- September 11, 2018 the city will be lowering its flags to half-staff in commemoration of *Patriot Day and National Day of Service and Remembrance*;
- September 11, 2018, Lake Emergency Management Services Inc.'s (EMS) Finance Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:00 p.m.;
- September 13, 2018, City Commission Regular meeting at 6:00 p.m., where the first reading on the FY 2018-19 budget would be considered;
- September 14, 2018, Lake County League of Cities Sheriff Peyton Grinnell, Lake Receptions 4425 North Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;
- September 14, 2018, Movie on the Lawn, *Avengers – Infinity War*, City Hall Lawn at 7:30 p.m.;
- September 25, 2018, Lake EMS Board Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:30 p.m.;
- September 26, 2018, Lake-Sumter MPO Governing Board Meeting, 225 West Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m. and

- September 27, 2018, City Commission Regular Meeting at 6:00 p.m. where the second public hearing would be held on the FY 2018-19 budget.

**10. ADJOURNMENT**

**On motion made, seconded and unanimously carried, the meeting adjourned at 7:56 p.m.**

The minutes were approved at the August 30, 2018 regular meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, City Clerk

Signed \_\_\_\_\_  
Chris Cheshire, Mayor



**AGENDA ITEM  
NUMBER  
8a**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	2019 Meeting Schedule		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	November 1, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	No		
<b>Description of Item:</b>			
Discuss the tentative dates and times of the city commission future meetings.			
<b>Action to be Taken:</b> Approve the 2019 city commission meeting schedule.			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b> To comply with subsection 33.70 4)G, Invocation Ordinance 2015-023.			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor





## CITY OF FRUITLAND PARK 2019 MEETING SCHEDULE

The City of Fruitland Park holds its regularly scheduled meetings every second and fourth 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 10, regular  
January 24, regular

February 14 regular  
February 28 regular

March 14 regular  
March 28 regular

April 11 regular  
April 25 regular

May 9 regular  
May 23 regular

June 13 regular  
June 27 regular

July 11 regular  
July 25 regular

August 8 regular  
August 22 regular

September 12 regular  
September 26 regular

October 10 regular  
October 24 regular

November 14 regular  
November 28 regular – TO BE CANCELLED – Thanksgiving

December 12 regular  
December 26 regular – TO BE CANCELLED - Holidays



**AGENDA ITEM  
NUMBER  
8b**

## AGENDA ITEM SUMMARY SHEET

### Revised

<b>ITEM TITLE:</b>	City Commission Boards and Committees			
<b>For the Meeting of:</b>	November 8, 2018			
<b>Submitted by:</b>	City Clerk			
<b>Date Submitted:</b>	November 1, 2018			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes			
<b>Description of Item:</b> Below are Boards and Committees involving the Fruitland Park City Commissioners:				
i. Planning and Zoning (P&Z) Board, Section 7.01 city code (membership attached);				
ii. <b>*Lake-Sumter Metropolitan Planning Organization Board (LSMPO)</b> (excerpt of bylaws attached and membership accessible under: <a href="http://www.lakesumtermpo.com/board_committees/mpo-board-members.aspx">http://www.lakesumtermpo.com/board_committees/mpo-board-members.aspx</a> )				
iii. Board of Trustees Firefighters Pension Trust Fund, (Ordinance 95-002 and membership attached)				
iv. Lake County Parks, Recreation and Trails Advisory Board (membership attached)				
v. <b>*Lake County Educational Concurrency Review Committee</b> (excerpt of Public School Facilities Element Ordinance 2008-007, Appendix E, School Concurrency and membership attached)				
vi. Lake County League of Cities Board of Directors Inc. (bylaws attached)				
vii. Mayor – Boards and Committees				
viii. Lake County Arts and Cultural Alliance (additional item)				
<b>Action to be Taken: *Approval required.</b>				
- Designate a primary at-large voting member to serve on the LSMPO.				
- Appoint or reappoint a member to serve on the LCECRC.				
<b>Staff's Recommendation:</b>				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_ Mayor

## PLANNING AND ZONING (P&Z) BOARD

Under Florida Statutes, members are subject to financial disclosure.

The P&Z Board Members (consist of five qualified voters of the city who are not an appointed, elected official or employee) are appointed for three years and may be reappointed for additional terms with each year commencing October 1 and ending September 30. Members meet monthly on the third Thursday of the month in the Commission Room in the Commission Chambers of City Hall at 6:00 p.m. (special meetings are called by the chair when necessary); annually selects a chair and vice chair at its regularly scheduled October meeting and shall be subject to approval by the city commission and form subcommittees to assist the P&Z.

**Purpose:**

- To adopt rules of procedure according to the Land Development Code;
- review necessary information to prepare, and amend the land development Code, the official zoning map and comprehensive plan (additionally monitoring its operation and effectiveness) and recommend amendments to the city commission and
- conduct public hearings, review development applications and perform other duties required by the charter and the Land Development Code including (a) annexations, (b) site plans, (c) rezonings, (d) comprehensive plan amendments, (e) land development regulation amendments, and (f) plats.

Section 7.01, city code

<b>Members' Contact Information</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Expiration</b>
Bradley, Thomas C.	01/12/17 (resume)	Three Years	10/01/20
Bame, Connie <b>Chair</b>	11/11/04 11/10/05 reappointed 09/22/11 reappointed 09/14/17	Three Years	10/01/20
Crews, Colin M.	12/14/06 09/27/07 reappointed 09/24/10 reappointed 12/12/13 reappointed 09/22/16 reappointed	Three Years	10/01/19
Dicus, Daniel	10/14/10 06/14/12 reappointed 09.22.16 reappointed	Three Years	10/01/19
Purlee, Philip D. <b>Vice Chair</b>	06/14/12 09/14/17 reappointed	Three Years	10/01/20



**BYLAWS OF THE**

**LAKE~SUMTER METROPOLITAN  
PLANNING ORGANIZATION  
GOVERNING BOARD**

**EXECUTIVE COMMITTEE**

**TECHNICAL ADVISORY COMMITTEE**

**CITIZENS' ADVISORY COMMITTEE**

**BICYCLE & PEDESTRIAN ADVISORY  
COMMITTEE**

# PREAMBLE

The following sets forth the Bylaws, policies, and procedures, which shall serve to guide the proper functioning of the Urban Transportation Planning Process for the Lake~Sumter Metropolitan Planning Organization (MPO). The intent is to provide procedures and policies for the MPO Governing Board, the MPO Technical Advisory Committee (TAC), the MPO Citizens' Advisory Committee (CAC) and the MPO Bicycle & Pedestrian Advisory Committee (BPAC) for fulfilling the requirements of the Federal Highway Act of 1962, Federal Highway Act of 1974, Section 339.175, Florida Statutes, and will operate under the provisions of Section 163.01, Florida Statutes, as amended, and subsequent laws setting forth requirements for transportation planning for all modes of travel and to insure the accomplishment of the planning tasks within a cooperative framework properly related to comprehensive planning on a continuous basis.

## **SECTION 1.0: BYLAWS OF THE METROPOLITAN PLANNING ORGANIZATION (MPO)**

The Governor, under Section 339.175 of the Florida Statutes, designated and apportioned the membership of the MPO on December 9, 2003. On October 22, 2010 the Governor affirmed the Re-designation Plan of the MPO to include all of Sumter County. The governing body of each governmental entity so designated shall appoint the appropriate number of members to the MPO. The designated local governmental entities and their appointment by the Governor are stipulated by the approved Lake~Sumter MPO Apportionment Plan on December 9, 2003, and incorporated into this document by reference.

The Clerk of the MPO is the Executive Assistant to the Executive Director of the MPO, whose address is 1616 South 14<sup>th</sup> St., Leesburg, FL 34748, telephone number 352-315-0170. The duties of the Clerk include, but are not limited to, assisting the Executive Director and the MPO Governing Board in day – to-day operations of the MPO, ensuring compliance with public meeting notice requirements, distribution of and posting of public meeting agendas, maintaining public meeting minutes, attesting resolutions and other documents, and recording of documents when required.

## **SECTION 1.1: MEMBERSHIP APPOINTMENT, QUALIFICATION, AND TERMS OF OFFICE**

- A. There shall be thirty (30) governing board member positions of the MPO, with sixteen (16) of those possessing voting privileges. The voting positions consist of fourteen (14) permanent voting positions and two (2) rotating At-Large Representative municipal voting positions; one (1) Lake County and one (1) Sumter County. In addition to the voting positions, the MPO Governing Board consists of ten (10) non-voting positions and four (4) ex-officio non-voting positions.
- B. The fourteen (14) permanent voting positions shall be assigned to (number of votes in parentheses): Clermont (1), Eustis (1), Lady Lake (1), Leesburg (1), Minneola (1), Mount Dora (1), Tavares (1), Sumter County (2) and Lake County (5), which possesses a voting position for each of the five county commissioners.

- C. The seven (7) governing board positions among which the At-Large Representative voting privilege shall rotate for Lake County shall be those of: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Mascotte, Montverde and Umatilla. The at-large position shall be subject to a one year term beginning on January 1, changing each year, and rotating in alphabetical order. Astatula was the first rotating member government with an at-large term beginning January 1, 2005.
- D. The five (5) governing board positions among which the At-Large Representative voting privilege shall rotate for Sumter County shall be those of: Bushnell, Center Hill, Coleman, Webster and Wildwood. The at-large position shall be subject to a one year term beginning on January 1, changing each year, and rotating in alphabetical order. Bushnell shall be the first rotating member government with an at-large term beginning January 1, 2011.
- E. 1. In the event a municipality declines to participate as an At-Large Representative for either Lake County or Sumter County, the rotating voting privilege shall, upon action by the Governing Board, rotate to the next specified municipality in the alphabetical rotation and shall remain with that municipality for the remaining of the term, which is until the end of the calendar year. The At-Large Representative voting privilege shall rotate the following calendar year to the next municipality in the alphabetical rotation.
2. In the event that neither the municipal representative nor the alternate representative currently possessing At-Large voting privileges is present at a meeting of the MPO Governing Board, voting privileges - for that meeting only - shall revert to the municipal representative or alternate representative possessing At-Large voting privileges the previous term.
- F. Ex-officio non-voting members include: Florida Central Railroad, Lake County School Board, Sumter County School Board, and the Central Florida Expressway Authority.
- G. MPO Governing Board members, both primary and alternate, shall be designated by the elected body of the member government or by the board of the member entity. Documentation of designation shall be provided to the MPO Executive Assistant in the form of minutes from the meeting at which the designation occurred. Alternate designees shall be entitled to the right to participate in meetings. However, if a primary and an alternate representing a voting member government are both present, only one may vote on action items. All members, whether voting members or not, shall have the right to participate in the discussion of items to come before the MPO Governing Board.
- H. The MPO Governing Board members shall serve four (4) year terms. Membership shall terminate upon the member leaving his/her elective or appointive office for any reason or by a majority vote of the total membership of a county or city governing body represented by the member. Vacancies shall be filled by the original appointing body. Members may be reappointed for one (1) or more additional four (4) year terms.

- I. Code of Ethics. Members, Officers, and Employees are required to comply with Florida Statute 112, Part III, Code of Ethics for Public Officers and Employees. Members are expected to abide by the ethical rules which govern their service on the organization they represent.
- J. All MPO Governing Board members (designated or alternate) shall avoid any professional conflict of interest and prevent the appearance of undue influence. Any member who becomes aware of any type of conflict or attempt to influence shall make it known to the staff liaison and either excuse himself/herself from the proceedings, and/or file a conflict of interest form into the record.
- K. The MPO’s procedures for complying with federal requirements associated with Title VI of the Civil Rights Act of 1964 are outlined in the organization’s Title VI Nondiscrimination Plan and Limited English Proficiency Plan. Additionally, more information on the Title VI Complaint Procedure is contained in Addendum II of the MPO’s Title VI Program.

**SECTION 1.2: OFFICERS AND DUTIES**

- A. The following officers shall be elected each year:
  - 1. Chair
  - 2. Chair-Elect
  - 3. 1<sup>st</sup> Vice Chair / Secretary
  - 4. 2<sup>nd</sup> Vice Chair
- B. Officers shall be voting members on the MPO Governing Board. Officers shall be elected by a majority of the voting members present at the last scheduled organizational meeting of the year and shall serve a term of one (1) year, starting with the January meeting.
- C. The Chair shall preside at all meetings and in the event of his/her absence or at his/her direction, the Chair-Elect shall assume the powers and duties of the Chair.
- D. The 1<sup>st</sup> Vice-Chairman/Secretary shall be responsible for ensuring the minutes and records of the MPO are kept in proper order,
- E. Officers shall pursue at least one continuing education opportunity each year through the MPO Advisory Council or other acceptable forum.
- F. Should an officer position become vacant, the MPO Governing Board shall fill the position through election at the next regularly scheduled meeting.
- G. All official contracts, agreements and other documents approved for action by the MPO shall be signed by the Chair or a designee approved by the Governing Board.

**SECTION 1.3: EXECUTIVE COMMITTEE AND DUTIES**

- A. The following board members shall comprise the Executive Committee:
  - 1. Chair

2. Chair-Elect
  3. 1st Vice Chair / Secretary
  4. 2<sup>nd</sup> Vice Chair
  5. Immediate Past Chair
  6. At-Large Representative for Lake County
  7. At-Large Representative for Sumter County
- B. The Immediate Past Chair shall be eligible to serve on the Executive Committee until such time that a change in Chair results in a new Immediate Past Chair.
- C. The At-Large Representative for Lake County holds the voting privilege rotating annually among: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Mascotte, Montverde and Umatilla.
- D. The At-Large Representative for Sumter County holds the voting privilege rotating annually among: Bushnell, Center Hill, Coleman, Webster and Wildwood.
- E. The purpose of the Executive Committee is recommend agenda items for Governing Board consideration and to efficiently address matters not feasible to be heard by the full MPO Governing Board in a timely fashion.
- F. The MPO Governing Board may refer items to the Executive Committee for action or recommendation.
- G. The Chair may convene the Executive Committee for items deemed appropriate for Executive Committee review or action.
- H. To provide balanced representation on the Executive Committee among counties and municipalities, the MPO Governing Board, at the time of the election of officers, shall attempt to fill, if feasible, officer positions by rotating between municipal and county representatives as officers are advanced, when feasible, to the next level of elected office.

#### **SECTION 1.4: APPOINTMENTS**

- A. The Chair, Chair-Elect, 1<sup>st</sup> Vice Chair, 2<sup>nd</sup> Vice Chair, Immediate Past Chair and one voting member elected by the MPO Governing Board shall be appointed to serve as the three primary and three alternate appointments to the Central Florida MPO Alliance. The Executive Committee shall designate which of the aforementioned positions shall serve in a primary capacity and which shall serve in an alternate capacity.
- B. The Chair shall automatically serve as the primary appointment to the Florida MPO Advisory Council. The Chair-Elect and 1<sup>st</sup> Vice Chair shall automatically serve as alternates.
- C. At the time of election of officers, a member of the MPO Governing Board, voting or non-voting, shall be elected as Chair of the Lake County Transportation Disadvantaged Coordinating Board.



- D. At the time of election of officers, a member of the MPO Governing Board, voting or non-voting, shall be elected as Chair of the Sumter County Transportation Disadvantaged Coordinating Board.
- E. At the time of election of officers, a member of the MPO Governing Board, voting or non-voting, shall be elected as Chair of the Bicycle & Pedestrian Advisory Committee.
- F. Should an elected appointment position become vacant, the appointment shall be filled by election at the next regular meeting of the MPO Governing Board.

#### **SECTION 1.5: MEETINGS**

- A. All meetings of the MPO Governing Board and advisory committees shall be open to the public and opportunities for public comments shall be provided. All public meetings and hearings shall be held in locations that are accessible to people with disabilities.
- B. In accordance with the provisions of federal and state laws, public meetings that are part of the public participation plan will be conducted at convenient and accessible locations at convenient times. In addition, MPO will utilize visualization techniques to describe the plans and make public information available, when possible, in an electronically accessible format and in plain language.
- C. Regular meetings of the MPO shall typically be held on the 4<sup>th</sup> Wednesday of each applicable month at a time and place to be designated by the Chair. Regular meeting dates and times may be changed by action of the MPO to accommodate holidays and/or other reasons. MPO Governing Board shall meet at least four times a year at a time and location designated by the Governing Board.
- D. Special meetings may be called by the Chair, by the Chair-Elect, or the MPO Governing Board. Reasonable notice must be provided to the members and alternates for special meetings.
- E. A majority of voting members on the MPO Governing Board shall constitute a quorum for the transaction of business. MPO Governing Board members must be present to cast a vote. Any business transacted by MPO Governing Board must be approved by not less than a majority of the votes cast.
- F. Voting Procedures. Voting shall be by voice, except that a roll call vote shall be held to adopt and/or amend the Long Range Transportation Plan and Transportation Improvement Program, as required by Federal and State Law. In all other instances, voting shall be by voice unless a Board Member specifically requests a roll call vote on a particular matter. All other questions or procedures shall be governed by the most recent edition of Robert's Rules of Order
- G. An agenda shall be prepared for each meeting. Items may be placed on the agenda by any voting or non-voting member, the TAC, the CAC, the BPAC, or the staff. Notices and tentative agendas shall be sent to members and alternates seven (7) days prior to the regular meeting dates, and shall be made available to the public at least four (4) days in advance of the meeting.

Agenda changes may be made at any meeting by two-thirds (2/3) vote of the MPO Governing Board, provided that all agenda changes are made in accordance with Section 6.0 (“MPO Public Participation Policy”) below.

- H. Advance notification of all meetings, both regular business and special, shall be provided as required by applicable law.
- I. The MPO’s public involvement process shall provide for early and continuing involvement in the transportation planning and programming process to all segments of the community. As specifically stated in the federal legislation, these segments are freight shippers, users of public transit, citizens, providers of transportation, affected public agencies, representatives of transportation agency employees, other interested parties, and segments of the community affected by transportation plans, programs, and projects. The process shall also provide for seeking out and considering the needs of those traditionally underserved by existing transportation systems, such as low income and minority households which may face challenges accessing employment and other amenities.
- J. Minutes shall be kept of all meetings.
- K. If the Bylaws do not address a particular issue that comes before the MPO, and if the statute that the MPO is operating under does not cover said item, then *Robert’s Rule of Order* shall take precedence.

#### **SECTION 1.6: RESPONSIBILITIES AND FUNCTIONS OF THE MPO**

- A. The MPO is charged with the overall responsibility for preparation, approval, and implementation of the intermodal urban transportation planning and programming process for the Lake-Sumter MPO area and all plans and programs that are developed through the process. The MPO is responsible for defining transportation related goals and objectives and ensuring that the transportation planning process embodies these goals and objectives.
- B. The MPO is responsible for the preparation and publication of the following:
  - 1. Annual Report of MPO Accomplishments and activities for the purpose of disseminating information to the public at the January meeting each year.
  - 2. Certification Document for the purpose of obtaining the transportation planning program for the next fiscal year.
- C. Citizen Involvement:
  - 1. The MPO shall guide and assist the MPO Citizens’ Advisory Committee (CAC) in their activities and shall be responsible for public involvement programs undertaken by the study.
  - 2. The MPO shall provide the opportunity at each of its meetings for citizens to comment or be heard on any matter pertinent to the urban transportation planning process.

3. The public may obtain information or make submissions or requests concerning MPO Governing Board matters to the Executive Director, Lake~Sumter MPO 1616 South 14<sup>th</sup> Street, Leesburg, Florida 34748, by calling 352-315-0170 or emailing TJFish@LakeSumterMPO.com.

### **SECTION 1.7: SUBCOMMITTEES**

- A. Subcommittees may be designated by the MPO as necessary to investigate and report on specific subject areas of interest to the MPO. These may include but are not limited to:
  1. Airports
  2. Highways
  3. Mass Transit (Public Transportation)
  4. Transportation needs of "transportation disadvantaged" groups
  5. Directions for future growth (local Comprehensive Plan reviews)
- B. Subcommittees may be designated as necessary to deal with administrative and legislative procedures. These may include:
  1. Administrative topics
  2. Bylaws
  3. Nominating
  4. Legislative Issues

### **SECTION 1.8: EMERGENCY REVISIONS AND AMENDMENTS**

- A. Establishment of Need for Emergency Revisions or Amendments

In circumstances in which the MPO is notified by a state or federal agency that an immediate minor revision is necessary for clarification of a plan document or an amendment is required to a program document to maintain consistency with state or federal programs, and if the time constraint is such that action at the next regularly scheduled meeting of the MPO Governing Board would significantly delay progress on a project previously supported by the MPO, the Terms for Emergency Revisions and Amendments may be invoked by the Chair.

- B. Terms for Emergency Revisions and Amendments
  1. If the Chair and Executive Director concur on the need for an Emergency Revision, the Chair shall call an emergency meeting of the Governing Board. An emergency meeting of the Governing Board shall meet all Sunshine Law requirements and shall be held in accordance with the requirements of Section 2.0 ("Public Notification") below, unless the emergency action or proposition under consideration is exempted therein.
  2. If an emergency meeting of the Governing Board is deemed infeasible due to a severe time constraint or due to an inability to verify a quorum for the emergency meeting, the Chair may convene the Executive Committee for the purpose of reviewing, approving

and executing an emergency resolution. An emergency meeting of the Executive Committee shall meet all Sunshine Law requirements and shall be held in accordance with the requirements of Section 2.0 (“ Public Notification ”) below, unless the emergency action or proposition under consideration is exempted therein. In the event of Executive Committee action on an emergency resolution, the resolution may be transmitted with signature to state and federal agencies, with the provision that the resolution shall come before the Governing Board for ratification at the next regularly-scheduled meeting. Should the Governing Board take action to disapprove the resolution, state and federal agencies shall be notified by the end of the following business day of the Governing Board’s action.

3. If an emergency meeting of the Executive Committee is deemed infeasible due to a severe time constraint or due to an inability to verify a quorum for the emergency meeting, the Chair may sign the emergency resolution. In the case of the Chair’s execution of an emergency resolution, the resolution may be transmitted with signature to state and federal agencies, with the provision that the resolution shall come before the Executive Committee for recommendation and the Governing Board for ratification at the next regularly-scheduled meetings. Should the Governing Board take action to disapprove the resolution, state and federal agencies shall be notified by the end of the following business day of the Governing Board’s action.

**SECTION 2.0: BYLAWS OF THE MPO TECHNICAL ADVISORY COMMITTEE (TAC)**

- A. The TAC shall consist of highway and transportation planners, professional engineers, or those personnel made available by the various municipalities and transportation agencies/authorities and may include but not be limited to the following members:
  1. Director of Planning and Public Transportation, District Five, Florida Department of Transportation, or representative as a liaison to the TAC
  2. Public Works Director or Traffic Engineer or the designee from Lake County
  3. Public Works Director or Traffic Engineer or the designee from Sumter County
  4. A representative from the Lake County School District
  5. A representative from each of the 14 municipalities in Lake County
  6. A representative from each of the general aviation airports in Lake County
  7. A representative from Lake County Transit
  8. A representative from Lake County Economic Growth
  9. A representative from Sumter County Planning
  10. A representative from the Sumter County School District
  11. A representative from Sumter County Transit
  12. A representative from each of the five municipalities in Sumter County
  13. A representative of the Central Florida Expressway Authority
  
- B. Each of the member municipalities in Lake County and Sumter County, the Boards of County Commissioners from Lake County and Sumter County, and the School Superintendents from Lake County and Sumter County shall each appoint one member to the TAC. Each member may be represented by an alternate or alternates designated in writing by the governing body of said governmental unit. Additionally, a representative from the Central Florida Expressway

## BOARD OF TRUSTEES FIREFIGHTERS PENSION TRUST FUND

Under Florida Statutes, members are subject to financial disclosure.

The Board of Trustees Firefighters Pension Trust Fund consist of five members in the following categories who are appointed for two years commencing December 31 of each year and meet quarterly at the conference room of city hall at 6:00 p.m.:

- two residents-commission appointed by the City of Fruitland Park Commission;
- two full-time firefighters elected by the majority of active firefighters and ratified by the city commission;
- one member appointed by the majority of the board of trustees and
- one alternate member (city treasurer) appointed by the majority of the board of trustees

**Purpose:** This Board is:

- the caretaker for the pension trust fund as outlined in Florida Statutes;
- makes investment decisions for the fund;
- administers and makes investment decisions (reimbursement of expenses and per diem incurred by trustees in the performance of their duties) and
- adopt and operate under an administrative expense budget an annual accounting report.

Ordinance 95-002

<b>Members' Contact Information</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Expiration</b>
<b>Resident-Commission Appointment</b> VACANT (replacing Stephen "Steve" Reed Brooker who resigned)		Two Years	12/31/18
<b>Resident-Commission Appointment</b> Charles "Chuck" Themm	01/25/01 12/31/09 reappointed 12/12/13 reappointed 12/08/16 reappointed 01/25/18 reappointed	Two Years	12/31/19
<b>Full-Time Firefighter Appointment</b> Kevin M. Ducharme, <b>Chair</b>	09/17/15 12/31/15 reappointed	Two Years	12/31/19
<b>Full-Time Firefighter Appointment</b> Taylor Luttfiring, <b>Vice Chair/Secretary</b>	10/09/14 12/08/16 reappointed	Two Years	12/31/18
<b>Board of Trustees Appointment</b> Edgar J. "Jerry" Elton	04//22/99 01/22/04 reappointed 12/14/06 reappointed 11/13/08 reappointed 10/09/14/reappointed 07/28/16 appointment	Two Years	12/31/18
<b>Alternate</b> Jeannine Racine City Treasurer	07/18/16		

ORDINANCE NO. 95-002

AN ORDINANCE AMENDING THE CITY OF FRUITLAND PARK MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND; PROVIDING FOR DECREASED CONTRIBUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

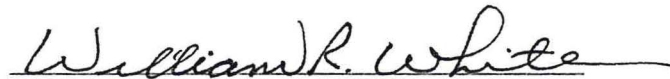
SECTION 1. The city of Fruitland Park Municipal Firefighters' Pension Trust Fund, established pursuant to Chapter 175, Florida Statutes, is hereby amended as follows:

Except as provided in s. 175.091(1)(b), the municipal officer on board paying salaries to firefighters entitled to the benefit of this chapter shall deduct ~~4~~ 5 percent from each installment of salary of each firefighter so long as such firefighter shall hold office or be employed. The amount so deducted shall be deposited as provided in s. 175.301. Under no circumstances may a municipality reduce the member contribution to less than 1 percent of salary.

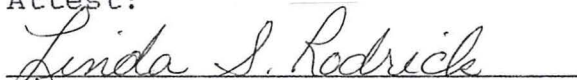
SECTION 2. Effective date.

This ordinance shall have retroactive effect to January 1, 1995, and shall take effect immediately upon its final adoption.

PASSED AND ORDAINED this 23rd day of March, 1995, by the City Commission of the City of Fruitland Park, Florida.

  
William R. White, Mayor  
City of Fruitland Park

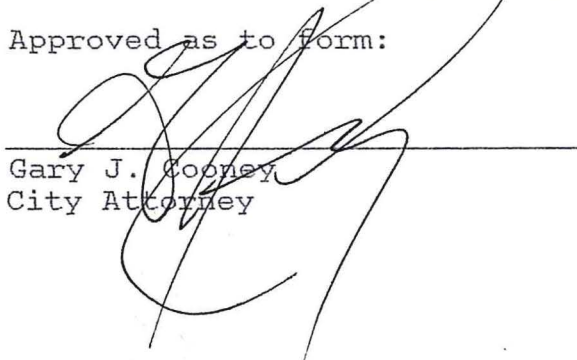
Attest:

  
Linda S. Rodrick, City Clerk  
City of Fruitland Park

First Reading: March 9, 1995

Second Reading: March 23, 1995

Approved as to Form:

  
Gary J. Cooney  
City Attorney



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**General Information**

Lake County BCC  
315 West Main St.  
P.O. Box 7800  
Tavares, Florida 32778

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**Parks, Recreation and Trails Advisory Board**

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<b>County staff support:</b>	<a href="#">Bobby Bonilla / Jenny Born</a> Parks, Recreation and Trails 352-742-3863 / 352-742-3871
<b>County Commission liaison:</b>	<a href="#">Commissioner Wendy Breeden</a>
<b>Board duties:</b>	The Parks, Recreation and Trails Advisory Board makes recommendations to the Board of County Commissioners on matters relating to recreation and open space needs.
<b>Membership:</b>	9
<b>Member types:</b>	(5) One member from each of the five County Commission districts (1) One member from the Lake County League of Cities (1) One member from the Lake County Water Authority (1) One member from the Lake County School Board (1) One resident at-large residing in unincorporated Lake County
<b>Members:</b>	Sandy Gamble Commissioner Chris Bell Patricia Burgos Michael A. Stephens Sean O. Johnson Kelly Price David Clutts Michael K. Matulia Charles Gary McKinney
<b>Term length:</b>	2 years
<b>Financial disclosure:</b>	Not required
<b>Meeting times:</b>	Second Monday of every third month at 3:30 p.m. <a href="#">Schedule subject to change. See meetings calendar.</a>
<b>Meeting location:</b>	Conference Room of the Library Services Building 418 W. Alfred St., Suite C, Tavares
<b>Related links:</b>	<a href="#">Meeting Agendas</a> <a href="#">Office of Planning &amp; Zoning</a> <a href="#">Office of Parks and Trails</a>

[Back to Citizen Advisory Boards and Committees](#)

## **LAKE COUNTY EDUCATIONAL CONCURRENCY REVIEW COMMITTEE (LCECRC)**

The Lake County Educational Concurrency Review Committee consist of 16 members with one representative from the Lake County School Board, one from the Lake County Board of County Commissioners and one representative from each municipality. Members may be elected officials or citizens and are appointed annually by each appointing body.

The committee shall meet at least annually (but more often as needed) and the annual meeting shall be held during the first two weeks of December each year at Lake County District Office Board Room, 201 W Burleigh Boulevard, Tavares, Florida 3278 at 10:00 a.m.:

**Purpose:** The committee hears reports, discuss policy and reach understandings concerning issues of mutual concern regarding school concurrency, coordination of land use and school facilities planning, population and student growth, development trends, school needs, off-site improvements and joint use opportunities.

The committee elects a chair and vice chair and adopt rules as it determines necessary, shall be subject to the public meetings law and all meetings shall be duly noticed, open to the public and duly advertised. Six members constitute a quorum.

The district's superintendent of schools or designee shall be responsible for making meeting arrangements and providing notification, including notice to the general public.

<https://www.lake.k12.fl.us/Page/288>  
<https://www.lake.k12.fl.us/Page/299>



HARRY R FIX AICP  
201 W BURLEIGH BLVD  
TAVARES, FL 32778

CFN 2008074608  
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NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 316.00  
INDEXING FEES 13.00

December 26, 2007

# **First Amended Interlocal Agreement**

**Between**

**Lake County  
And  
Lake County School Board  
And  
Municipalities**

**For**

**School Facilities Planning and Siting**

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**STATUTORY BASIS AND INTENT**

This is an interlocal agreement for public educational facility planning and siting in Lake County. This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Board of County Commissioners of Lake County, a political subdivision of the State of Florida, ("County") and the School Board of Lake County, Florida, a public body corporate, ("School Board"), and the municipalities of Astatula, Howey in the Hills, Tavares, Mount Dora, Eustis, Umatilla, Leesburg, Lady Lake, Fruitland Park, Minneola, Mascotte, Groveland, Clermont, and Montverde ("Cities").

**WHEREAS**, an interlocal agreement was initially executed in 2003, and has been updated to reflect changes in the state concurrency legislation relating to public schools as provided in Laws 2005, c. 2005-290 ("S.B. 360"), which became effective July 1, 2005; and

**WHEREAS**, the County, the Cities and the School Board recognize their mutual obligation and responsibility for the education, nurturance and general well-being of the children of Lake County; and

**WHEREAS**, it is mutually beneficial for the County, the Cities and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of Lake County and to ensure that the impacts of new development occur only in accordance with the ability of the County, the Cities and School Board to maintain adequate level of service standards; and

**WHEREAS**, Sections 1013.33(1), 163.31777, and 163.3180(13), Florida Statutes, require coordination of planning between the school boards and local governing bodies to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and

**WHEREAS**, Section 1013.33(10), Florida Statutes, requires that the location of public educational facilities shall be consistent with the comprehensive plan of the appropriate local governing bodies and any applicable implementing land development regulations, to the extent that the regulations are not in conflict with, or the subject regulated is not specifically addressed by this Chapter 1013, or the State Uniform Building Code, unless mutually agreed by the County, the Cities and the School Board; and

**WHEREAS**, Section 163.31777(1)(a) and 1013.33(2)(a), Florida Statutes, further require each county, all the non-exempt municipalities within the county, and the district school board to establish jointly the specific ways in which the plans and processes of the district school board and local governments are to be coordinated; and

**WHEREAS**, public schools should be provided in proximity to the actual and projected population of school age children to be served by such schools; and

**WHEREAS**, the County and the Cities have determined that schools define urban form and create a sense of place in a community and are the cornerstones of effective neighborhood design and a focal point for development of neighborhood plans and improvements including, but not limited to, parks, recreation, libraries, children's services and other related uses; and

**WHEREAS**, the School Board has determined that the location of schools, as part of stable and well designed neighborhoods enhances, educational programs, encourages community support and supports safe, secure and effective educational environments for the children that utilize these facilities; and

**WHEREAS**, the County and the Cities are responsible for planning for and providing other essential public facilities and are committed to provide such facilities in support of public school facilities and programs; and

**WHEREAS**, the School Board, the County and the Cities have mutually agreed that coordination of School Board facility planning and planning for the County and the Cities is in the best interests of the citizens of Lake County; and

**WHEREAS**, section 163.3180 (13), Florida Statutes, requires the County, the Cities and School Board to implement a school concurrency program; and

**WHEREAS**, the County, the Cities and the School Board are mandated to enter into this Interlocal Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2, Section 163.3180(13)(g), and Section 1013.33(2)(a), Florida Statutes; and

**WHEREAS**, sections 163.31777 and 163.3180(g), Florida Statutes, sets the school concurrency requirements that must be implemented through interlocal coordination between the County, the Cities and the School Board; and

**WHEREAS**, the County, the Cities and the School Board have met and coordinated with respect to the statutory requirements for a countywide, uniform school concurrency program; and

**WHEREAS**, the School Board is obligated to maintain and implement a financially-feasible, 5-year capital facilities program based on the level of service standards provided for in this Agreement; and

**WHEREAS**, the County and the Cities are required to amend their comprehensive plan and Land Development Regulations, as appropriate and necessary, in order to effectuate their obligations under this Agreement and state statute; and

**WHEREAS**, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools on a countywide basis; and

**WHEREAS**, the County and the Cities have the sole authority to undertake land use planning and to implement necessary land development regulations within their jurisdictions; and

**WHEREAS**, this Agreement neither is intended to nor does it delegate or transfer any land use planning or regulatory authority to the School Board; and

**WHEREAS**, the Concurrency Review Committee requested certain changes to the Interlocal Agreement by vote at its meeting held on February 7, 2008, such changes being incorporated into this First Amended Interlocal Agreement.

**NOW THEREFORE**, be it mutually agreed between the School Board of Lake County and the Board of County Commissioners of Lake County and the cities of Astatula, Howey in the Hills, Tavares, Mt. Dora, Eustis, Umatilla, Leesburg, Lady Lake, Fruitland Park, Minneola, Mascotte, Groveland, Clermont, and Monteverde that the following requirements and procedures shall be utilized in coordinating land use and the siting of public school facilities:

## **Section 1 Coordination and Sharing of Information**

### **Section 1.1 Joint Meetings**

1.1.1 Staff of the County, the Cities, and the School Board shall meet at least quarterly to discuss issues regarding coordination of land use and school facilities planning, including such issues as population and student projections, levels of service, capacity, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The School Board staff shall be responsible for making meeting arrangements. Such meetings shall be held during the first two weeks of January, April, July and October each year.

1.1.2 The Lake County Educational Concurrency Review Committee shall meet at least annually, but more often as needed. The annual meeting shall be held during the first two weeks of December each year. The annual meeting will provide an opportunity for the Committee to hear reports, discuss policy and reach understandings concerning issues of mutual concern regarding school concurrency, coordination of land use and school facilities planning, population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Superintendent of Schools or designee shall be responsible for making meeting arrangements and providing notification, including notice to the general public.

1.1.3 The Lake County Educational Concurrency Review Committee shall be composed of the following members: Sixteen members, with one representative from the Lake County School Board, one from the

Lake County Board of County Commissioners, and one representative from each City. **Members may be elected officials or citizens.** Members of the Committee shall be appointed annually by each appointing body. The Committee shall elect a chair and a vice-chair and shall adopt such rules as it determines are necessary. The Committee shall be subject to the Public Meetings Law and all meetings shall be duly noticed, open to the public, and duly advertised. Six members of the committee shall constitute a quorum

## **Section 1.2 Oversight Process**

The effectiveness with which the Interlocal Agreement is being implemented shall be considered at the annual meeting described in Section 1.1.2. The staff representatives of each local government and the School Board, as described in Section 1.1.1, shall provide technical review and recommendations regarding any need for change to the provisions of the agreement. The workshop shall be publicly noticed and the agenda shall provide an opportunity for public input and comment. The representatives of each of the local governments and School Board will report back to their respective bodies with recommendations for any needed changes to this Agreement. The Committee shall prepare and adopt an annual report summarizing its findings and shall distribute such report to the County, all Cities and the School Board.

## **Section 1.3 Student Enrollment, Population Projections, Growth and Development Trends**

1.3.1 In fulfillment of their respective planning duties, the County, the Cities, and the School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. The School Board shall be responsible for developing student enrollment projections and generation rates and the County shall be responsible for developing county-wide population growth projections. The School Board and County shall consult with the Cities in developing its projections. The School Board shall use the procedures set forth in Section 5.1.1 (2) in making any changes to the methodology of how these projections are made.

1.3.2 The School Board shall utilize both district-wide student population projections, which are based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, and projections based on the Concurrency Service Areas (CSA) established in Section 5 of this Agreement. These projections may be modified by the School Board based on local development trends and data with agreement of the Florida Office of Educational Facilities and the SMART (Soundly Made, Accountable, Reasonable and Thrifty) Schools Clearinghouse. Such student population projections shall take into account students who are home schooled, who attend private schools, or who attend non-conversion charter schools.

1.3.3 Quarterly, the County and each City shall provide the School Board with a report on growth and development trends within their respective jurisdiction, by CSA, as provided in Section 5 of this Agreement. This report will be in tabular, graphic, and textual formats and shall be provided by January 15, April 15, July 15 and October 15 of each year for the quarter that ended on the last day of the previous month.

- (1) The report shall include the following:
  - a. The type, number, and location of residential units which have received zoning approval or site plan approval, and if available, any phasing plans for such development;
  - b. Information, to the extent available, regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students;
  - c. The amount of school impact fees assessed by unit type, the unit of local government from which the fees were collected, the amount of impact fee revenues collected, and any pending changes to the school impact fee schedule;

# BYLAWS

## LAKE COUNTY LEAGUE OF CITIES, INC.

### Article I. Incorporation.

The Lake County League of Cities, Inc., shall affiliate with and participate in the Florida League of Cities, and shall be organized as a corporation not-for-profit under the laws of Florida, and shall be governed by the articles of incorporation and these bylaws, as they may be amended from time to time.

### Article II. Purpose.

The purpose of the Lake County League of Cities, Inc., is to encourage sharing of information and benefits among the municipal and local governments of Lake County, Florida.

### Article III. Membership.

Section 1. Regular membership in the League shall be open to duly chartered and incorporated municipal governments in lake County, Florida.

Section 2. Associate membership in the League shall be open to the Board of County Commissioners of Lake County, Florida, and to any other governmental or special district whose operations affect Lake County, Florida. Associate members of the League are invited to attend and participate in all annual and quarterly meetings, and meetings of the Board of Directors. Their advice and counsel shall be welcomed by the Board and the members and they shall not have a vote.

Section 3. Sponsorship in the League shall be open to any corporation, association, or group which is approved by majority vote of the Board of Directors. Sponsors of the League shall receive notice of all annual and quarterly meetings, and meetings of the Board of Directors, and shall not have a vote.

Section 4. Dues for regular and associate members, and sponsors, shall be determined annually by the Board of Directors.

### Article IV. Meetings.

Section 1. The League shall hold an annual membership meeting in January of each calendar year, and shall hold quarterly membership meetings in April, July, and October, or at such times as the Board of Directors may provide.

Section 2. The Board of Directors shall meet in each month in which an annual or quarterly meeting is not scheduled, and may meet at additional times at the call of the President or upon the signature of a majority of the Directors.

Section 3. The quorum for any meeting of the League, or of any of its committees or boards, shall be a majority of the relevant members.

Section 4. The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the League in all cases to which they are applicable, and in which they are not inconsistent with the articles of incorporation, these bylaws, or any special rules of order which the League may adopt.

#### Article V. Directors.

Section 1. The business of the League shall be transacted by a Board of Directors representing cities whose dues are paid and in good standing.

Section 2. Each member city shall have one (1) vote on the Board of Directors. By action of their governing body, each member city may designate one (1) elected official to serve as the Director, and that Director shall exercise that member city's vote on the Board of Directors.

Section 3. By action of their governing body, each member city may designate one (1) Alternate Director, who may exercise that member city's vote on the Board of Directors in the absence of the Director. The Alternate Director may be either an elected official or a staff member of that city.

Section 4. Actions taken by the Board of Directors shall be by majority vote of those present and voting. The amounts of dues shall be established by a majority of the entire Board.

Section 5. Dues shall be assessed on a fiscal year basis and shall be due and payable not later than October 1.

Section 6. It shall be the responsibility of the Board of Directors to secure the services of a competent auditor to review the financial records of the League.

#### Article VI. Officers.

Section 1. All officers of the Lake County League of Cities, Inc., shall be duly elected officials of the city they represent.

Section 2. The officers of the League shall be a President, First Vice President and a Second Vice President, who shall be chosen from among the members of the Board of Directors. The Board of Directors may provide for appointment of other officers if necessary.



Section 3. Officers shall serve a term of one year, or until their successors are elected. The Board of Directors shall elect the officers for the ensuing calendar year each December, and officers shall assume their duties on January 1.

Section 4. The First Vice President, if confirmed by election of the Board of Directors, shall serve as President for the succeeding term. The Second Vice President, if confirmed by the election of the Board of Directors, shall serve as First Vice President for the succeeding term. No member shall hold more than one office.

Section 5. The President shall preside and establish the agenda for all meetings of the League; shall schedule and call regular meetings of the Board of Directors, and the annual and quarterly meetings of the member cities; may call special meetings of the Board of Directors and/or the membership upon due notice; shall be the spokesperson for the League; and shall be an ex officio member of all boards and committees within the League.

Section 6. The First Vice President shall serve as President-elect; shall be chairman of the Legislative Committee; shall perform the duties of the President in the absence or incapacity of the President; and shall assist the President in performing the duties set herein.

Section 7. The Second Vice President shall serve as chairman of the Finance Committee, shall review revenues and expenditures as may be appropriate to insure financial integrity and shall assist the President and First Vice President in performing the duties set herein.

Section 8. When the office of President is vacant, the first Vice President shall serve as Acting President until such time as the Board of Directors shall elect a new President.

#### Article VII. Executive Director.

Section 1. The Board of Directors, by majority vote, may secure the services of an Executive Director, who shall serve at the pleasure of the Board of Directors.

Section 2. The Executive Director shall be responsible for conveying necessary information between and among the members of the Board of Directors, as directed by the President. At minimum, this information shall include ten (10) days notice of any regularly scheduled meeting, and adequate notice of any special meeting held under these bylaws. The Executive Director shall prepare, and upon approval, send all correspondence for the League and its various committees.

Section 3. The Executive Director, in consultation with the President, shall determine and execute logistical arrangements for all meetings of the League, and of its committees. At minimum, the arrangements will include the time, date, and place of every meeting.

Section 4. The Executive Director shall take minutes at each meeting of the League, and shall distribute them promptly to the members. Upon approval of the minutes, the Executive Director shall maintain them as part of the permanent records of the League, together with any pertinent documents or resolutions which may become part of the record. The Executive Director shall be custodian of the records of the League.

Section 5. The Executive Director shall maintain the bank and financial records of the League, and may, together with the President, the First or Second Vice President, sign checks and other financial documents. Following the conclusion of each fiscal year, the Executive Director shall provide for the financial records of the previous year to be audited. The written audit shall be submitted to the Board of Directors prior to the adoption of dues for the next fiscal year.

Section 6. The Executive Director shall assist the Finance Committee in preparing and updating the budget by providing data and interpretation of financial information for the League, and in consultation with the Executive Committee, shall see that any obligations of the League are duly and timely paid.

Section 7. In addition to these duties, the Executive Director shall perform such other duties as may be required by the officers of the Board of Directors of the League.

#### Article VIII. Committees.

Section 1. **Executive.** The President, the First Vice President, the Second Vice President and the Executive Secretary shall compose an Executive Committee which shall have general supervision of the affairs of the League between business meetings of the Board of Directors. The Executive Committee may make recommendations to the League, and may take such action as may be necessary in emergencies to protect the League's interests, provided that no emergency action taken by the Executive Committee shall continue past the next meeting of the Board of Directors without the approval of the Board by majority vote.

#### Section 2. **Legislative.**

A. The First Vice President shall be chairman of the Legislative Committee. Each Director shall serve as a member of the Legislative Committee, or may designate the Alternate Director, or any elected or appointed official or employee from the same member city to serve instead.

B. In consultation with the Florida League of Cities, the Legislative Committee shall present to the Board of Directors a recommended Legislative Program not less than sixty (60) days prior to the opening of the regular session of the Florida Legislature, as provided by law. The Legislative Program, when debated and adopted by the Board of Directors, shall be the official position of the Lake County League of Cities, and shall be distributed to the members of the Lake County Legislative Delegation, and advocated to them by the Legislative Committee.

C. During the regular session of the Florida Legislature, the Legislative Committee shall review and evaluate the status of the Legislative Program, and shall

support and encourage the enactment and adoption of its constituent items. Unless otherwise determined by its Chairman, the Legislative Committee shall meet weekly to determine and act upon local response to the actions of the Legislature.

D. In addition to recommending a Legislative Program, the Legislative Committee may recommend, and the Board may adopt, a Local Program to be advocated to the Board of County Commissioners, and to other boards and commissions affecting Lake County, Florida.

**Section 3. Finance.**

A. The Second Vice President shall be chairman of the Finance Committee, which shall consist of not fewer than three directors appointed by the President promptly after each annual meeting. Vacancies on the Committee may be filled by the President.

B. In August of each year, the Finance Committee shall submit to the Board of Directors a recommended budget, which shall show proposed revenues and expenditures for the ensuing fiscal year. When adopted by the Board of Directors, the budget shall govern the expenditures of the League. From time to time, the Finance Committee may recommend supplements to the budget for the current fiscal year, subject to approval by the Board.

C. Not later than August of each year, the Finance Committee shall submit to the Board of Directors a recommended structure for dues for regular and associate members, and for sponsors.

D. The budget prepared by the Finance Committee, and the budget adopted by the Board of Directors, shall not be in deficit.

**Section 4. Other.** Other committees may be appointed by the President as necessary to carry out the purposed of the League.

**Article IX. Amendments.**

These bylaws may be amended by two-thirds vote of a quorum of Directors attending any regular or special meeting of the Board of Directors, provided that the amendment has been submitted in writing to the Directors at least thirty (30) days prior to the regular or special meeting at which the amendment is to be considered.

Duly adopted according to the bylaws of the Lake County League of Cities on the 8th day of October, 2004.

---

DAVID KNOWLES, President  
Lake County League of Cities

ATTEST:

---

JIM R. MYERS, JR., Executive Director  
Lake County League of Cities



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General Information

Lake County BCC  
315 West Main St.  
P.O. Box 7800  
Tavares, Florida 32778

Disclaimer : Contact Us

Arts & Cultural Alliance

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**County staff support:** [Kathy Pagan](#)  
Office of Visit Lake  
352-742-3918

**County Commission Liaison:** [Commissioner Wendy Breeden](#)

**Council duties:** The Alliance was created to advise the Board of County Commissioners on matters relating to arts and cultural affairs within the County. The Alliance will encourage and facilitate more efficient use of public and private resources for the development and support of the arts; assess and make recommendations related to opportunities of the arts, artists, art institutions, community arts organizations and the citizens of the County relating to the arts; provide recommendations regarding use of Florida Arts License Plate fees received pursuant to Section 320.08058(12), Florida Statutes; provide recommendations to the Board regarding technical assistance to the arts community, including advising the Board on available local, state or federal grants that may be available for application; stimulate public awareness and appreciation of the arts in Lake County; and perform all other functions as directed by the Board of County Commissioners regarding matters related to the arts.

**Membership:** 7

**Member types:** One (1) permanent member from each of the following municipalities:  
Clermont, Eustis, Leesburg, Minneola, Mount Dora, Tavares

One (1) member to represent the following municipalities on a rotating basis, rotating in alphabetical order:  
Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Montverde, Umatilla

**Members:** Heidi Brishke  
Richard Colvin  
Amy Painter  
Rebecca Thomas  
Nancy Zinkofsky  
Lou Buigas  
Sydney Stephenson

**Term length:** Permanent members: 2 year terms  
Rotating members: 1 year term

**Financial disclosure:** Not required

**Meeting schedule:** [2018 Meeting Schedule](#)

[Translate](#)

*May 7, 2018 – 3:00 PM*  
20763 US Highway 27  
Groveland, FL 34736

*July 16, 2018 3:00 PM*  
Clermont Performing Arts Center  
3700 US Highway 27  
Clermont, FL 34711

*September 17, 2018 - 3:00 PM*  
Leesburg Center for the Arts  
429 W Magnolia St  
Leesburg, FL 34748

*November 19, 2018 - 3:00 PM*  
Mount Dora Center for the Arts  
138 E 5th Ave  
Mount Dora, FL 32757

**Related links:**

[Office of Visit Lake](#)  
[Artist Registry](#)

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**AGENDA ITEM  
NUMBER  
8c**

## AGENDA ITEM SUMMARY SHEET

### Revised

<b>ITEM TITLE:</b>	Resolution 2018-066 – NPDES			
<b>For the Meeting of:</b>	November 8, 2018			
<b>Submitted by:</b>	City Manager/Public Works Director/city attorney			
<b>Date Submitted:</b>	November 1, 2018			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes (resolution and revised agreement)			
<b>Description of Item:</b>	An agreement and statement of work for the national pollutant discharge elimination system stormwater program is attached.			
<b>Action to be Taken:</b>	Adopt Resolution 2018-066			
<b>Staff's Recommendation:</b>	Approval, subject to review by the city attorney.			
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_ Mayor

**RESOLUTION 2018-066**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT AND STATEMENT OF WORK BETWEEN THE CITY OF FRUITLAND PARK AND MARYANN KRISOVITCH FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PROGRAM FOR FISCAL YEAR 2018/2019; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Fruitland Park operates under a Phase II permit issued by the Florida Department of Environmental Protection relating to stormwater discharges and is required to perform certain duties as set forth in the Phase II permit; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to contract with MaryAnn Krisovitch to provides services relating to the City's permit obligations.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. The Agreement and Statement of Work, City of Fruitland Park, NPDES Program Coordination, Fiscal Year 2018-2019, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the 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 8<sup>th</sup> day of November, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF  
FRUITLAND PARK, FLORIDA

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
ESTHER COULSON, CITY CLERK



Commissioner Cheshire \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner Gunter \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner Bell \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner Mobilian \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**Agreement and Statement of Work  
City of Fruitland Park  
NPDES Program Coordination  
Fiscal Year 2018–2019**

THIS AGREEMENT is entered into by and between **the CITY OF FRUITLAND PARK, FLORIDA** (the City), whose mailing address is 506 West Berckman Street, Fruitland Park, Florida 34731 and **MARYANN KRISOVITCH** (Contractor), whose mailing address is 6701 Lake Kirkland Drive, Clermont FL 34714.

In consideration of the payments hereafter specified and which the City agrees to make, Contractor agrees to furnish and deliver all materials and to do and perform all work and labor required to be furnished and delivered, done and performed to involve the public in various aspects of water resource protection in The City of Fruitland Park, Florida. Contractor agrees to complete the Work in conformity with the contract documents and all attachments and other items specifically incorporated by reference herein. All attachments, contract documents, and items incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

**I. Introduction**

The National Pollutant Discharge Elimination System (NPDES) Stormwater Program regulates stormwater discharges from three potential sources: municipal separate storm sewer systems (MS4s), construction activities, and industrial activities. Most stormwater discharges are considered point sources, and operators of these sources may be required to receive an NPDES permit before they can discharge. This permitting mechanism is designed to prevent stormwater runoff from washing harmful pollutants into local surface waters such as streams, rivers, lakes or coastal waters.

The City of Fruitland Park currently operates under a Phase II permit issued by the Florida Department of Environmental Protection. In accordance with the permit requirements, the City must perform certain duties in keeping with the intent of the permit. It is the intent of this agreement to provide assistance in performing these duties.

**II. Objectives**

The Coordinator will administer the NPDES Program (Program) in The City of Fruitland Park from October 1, 2018, through September 30, 2019. The Coordinator will work with City staff and contractors to implement the Program.

**III. Scope of Work**

The Coordinator will implement the Program in The City of Fruitland Park and will provide the City with quarterly activity reports and a program summary report at the end of the contract period. Specific tasks and deliverables covered by this agreement are presented below.

**IV. Task Identification**

The coordinator will perform the following tasks relating to the City’s NPDES permit:

1. Distribute existing public educational materials at public outreach events and City displays. Materials to be provided by the City.
2. Assist City staff with environmental messages for utility bills and PSAs.
3. Participate in selected area events to provide the public with educational information relating to the City’s stormwater and illicit discharge requirements.
4. Provide City staff with suggestions to update the webpage relating to stormwater and illicit discharge requirements as needed.
5. Conduct educational presentations at schools targeted at elementary school-age children.
6. Participate in educational programs at the public library and other community groups targeted at adults relating to the City’s stormwater and illicit discharge requirements.
7. Train City personnel regarding the Illicit Discharge Detection and Elimination program (IDDE).
8. Provide IDDE education visits to City auto repair and food service businesses. These visits will include familiarizing the business with the City’s IDDE ordinance, reviewing the Best Management Practices with employees and posting an informational poster at the business.
9. Create new and update existing brochures and flyers as needed. Copies for distribution will be provided by the City.
10. Assist City staff with annual facilities inspection to ensure best management practices are followed.
11. Train City personnel regarding good housekeeping and pollution prevention procedures in City operations.
12. Assist staff with preparation of the NPDES report complying with reporting deadlines. The Contractor will assist staff with coordination and organization of pertinent NPDES files.
13. Attend Ocklawaha Basin Working Group meetings on behalf of the City. Report pertinent information to the Public Works Director or other staff as directed.
14. Assist staff with water conservation needs such as PSAs, utility bill inserts, targeted neighborhoods.

**VI. Budget**

An amount not to exceed \$9,000 will be available for services rendered under this Statement of Work for the period beginning October 1, 2018, and ending September 30, 2019, which may be renewed annually upon mutual agreement of the City and Contractor, as follows:

Quarterly, Contractor will invoice the City for one quarter of the total budgeted amount. Invoices will be due within 30 days after receipt. Contractor may not charge interest on invoices unless the invoice is outstanding at least 60 days, at which time, the interest shall not exceed 1 % per month, commencing 60 days after date of invoice.

Installments	\$2,250 X 4	=	\$9,000/year	
Total .....				\$9,000

Compensation is for satisfactory performance and based on lump-sum costs.

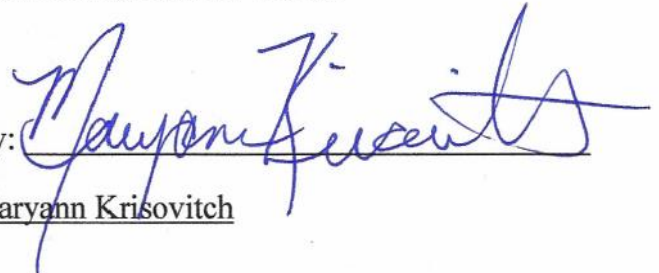
**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be executed on the day and year written below in its name by its City Manager, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

THE CITY OF FRUITLAND PARK,  
FLORIDA

MARYANN KRISOVITCH

By: \_\_\_\_\_

By:



Maryann Krisovitch

Date: \_\_\_\_\_

Date: 10/24/18

## ATTACHMENT A—STANDARD TERMS AND CONDITIONS

1. **Amendments.** The parties may not amend this contract except in writing. The City's Project Manager may issue a form to authorize minor changes in the Work that both parties agree will not affect the time or cost of completing the Work. Modifications that alter, add to, or deduct from the Work, shall be implemented through a change order or amendment.
2. **Assignment.** Contractor shall not be sublet or assign the Work or any portion thereof involving more than 50 percent of the total cost of the Work without the City's prior written consent. Contractor shall be responsible for the fulfillment of all work elements included in any subcontract and shall be fully responsible for the acts and omissions of its subcontractors.
3. **Audit.** Contractor shall allow the City until the expiration of three (3) years after expenditure of funds under this Contract to have access to and the right to examine any books, documents, papers and records of Contractor relating to this Contract.
4. **Disputes.** In the event of any dispute, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute, by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than ten business (10) days after the occurrence of the event causing the dispute. If the matter is not resolved by the Project Manager, the Project Manager shall forward the request to the City Manager, which shall issue a written decision within ten (10) business days. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. Contractor shall proceed with the Work in accordance with said determination.
5. **Indemnity.** Contractor shall hold harmless, release, and forever discharge the City from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys' fees arising from or in any way connected with performance of this Contract and resulting from damages to property, personal injury, or loss of life. This includes any claims based on the partial or sole negligence, action, or inaction of Contractor, its employees, subcontractors, representatives, successors, and assigns.
6. **Independent contractor.** Contractor is an independent contractor and not that of any employee. Neither the Contractor nor Contractor's employees are employees of the City. Contractor acknowledges that that Contractor and Contractor's employees have no right to any benefits that the City offers to City employees. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor shall have no authority to enter into contracts that bind the City or create obligations on the part of City without City's prior written authorization.
7. **Insurance.** Contractor warrants that it has a workers compensation exemption. An exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation shall be submitted to the City. Contractor shall acquire and maintain automobile liability coverage until completion of the Work, which shall be considered primary coverage, with any City insurance considered excess coverage. Contractor shall not commence the Work until it has provided Certificates of Insurance to the City documenting such coverage.

Automobile insurance with the following minimum limits and coverage will be maintained with the City listed as an additional insured: Combined single limit: \$300,000 or

Bodily injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

General liability insurance with the following limits will be maintained:

Each Occurrence/general Aggregate	\$1,000,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expenses	\$5,000
Contractual Liability	Included

8. **Payment and release.** Contractor shall pay all proper charges for labor and materials required to perform the Work and shall provide a final invoice to the City within fifteen (15) days of completion. Acceptance of final payment shall constitute a release in full of all claims against the City arising from or by reason of the Work.

9. **Permits and licenses.** All materials used and work performed must conform to the laws of the United States, the State of Florida, and City and municipal ordinances.

10. **Public records.** Contractor shall allow public access to all documents made or received by Contractor in performance of the Work that are subject to Chapter 119, F.S. If Contractor receives a request pursuant to Chapter 119, F.S., Contractor shall promptly notify the City's Project Manager and follow the Project Manager's instructions regarding the release of those records. 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](mailto:ecoulson@fruitlandpark.org), 506 West Berckman Street, Fruitland Park, FL 34731.

11. **Termination.** This Agreement may be terminated by City or Contractor by giving the other party thirty (30) days written notice of intent to terminate. In the event of any material breach hereof, the City may terminate this Contract for cause on ten (10) days written notice and opportunity to cure. In such event Contractor shall be compensated for all Work performed in accordance with this Contract to the effective date of termination. Upon termination, the City may take possession of and finish the Work by whatever means the City deems expedient. Contractor may terminate this contract if the City fails to pay sums when due. In such event, Contractor shall provide the City no less than ten (10) days prior written notice of its intention to terminate and afford the City an opportunity to cure the grounds for termination within said period.

12. **Failure to Perform.** Should Contractor at any time, refuse or neglect to contribute sufficient work of the proper quality and quantity, or fail in any respect to work with promptness and diligence, or fail in performance of any of the terms of this Agreement within City's reasonable discretion, City shall have the right after thirty (30) days written notice to Contractor to (a) deduct the cost of monies due or to become due to Contractor under this Agreement and/or (b) terminate this Agreement pursuant to section 11 herein.

13. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt. Notices shall be addressed as follows:

To the City:                   City of Fruitland Park, Florida  
                                      C/O City Manager  
                                      506 W. Berckman St  
                                      Fruitland Park, FL 34731

To the Contractor:       Maryann Krisovitch  
                                      6701 Lake Kirkland Drive  
                                      Clermont, FL 34714

or to such other address as either party may direct by notice given to the other as hereinabove provided.

14. **Entire Agreement.** This Agreement contains the entire agreement of the parties and their affiliates relating to the subject matter hereof and supersedes all prior agreements, representations, warranties and understandings, written or oral, with respect thereto.

15. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding arising from or relating to the terms of this Agreement shall be the appropriate court in Lake County, Florida.

16. **Attorney's Fees.** In the event a court action is filed with regard to this Agreement, the prevailing party's attorney's fees shall be paid by the non-prevailing party.



**AGENDA ITEM  
NUMBER  
8d**

## AGENDA ITEM SUMMARY SHEET

### Revised

<b>ITEM TITLE:</b>	Resolution 2018-067 Fire Assessment Program Annual Maintenance FY 2019-20			
<b>For the Meeting of:</b>	November 8, 2018			
<b>Submitted by:</b>	City Manager/City Treasurer/City Attorney			
<b>Date Submitted:</b>	November 1, 2018			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes (resolution with agreement)			
<b>Description of Item:</b>				
Governmental Services Group Inc's. proposed scope of services for the fire services assessment program annual maintenance services for FY 2019-20 is attached.				
<b>Action to be Taken: Adopt Resolution 2018-067</b>				
<b>Staff's Recommendation:</b> Approval, subject to review by the city attorney.				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor



**RESOLUTION 2018-067**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE FIRE SERVICES ASSESSMENT PROGRAM ANNUAL ASSESSMENT MAINTENANCE SERVICES SCOPE OF SERVICES FROM GSG, INC.; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park imposes a fire assessment; and

**WHEREAS**, the City Commission desires to continue to retain the services of GSG, Inc. to assist with the tasks necessary to continue imposing the fire assessment; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to approve the scope of services for Fiscal Year 2019-20 provided by GSG, Inc.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. Appendix A – Fire Services Assessment Program Annual Maintenance Services Fiscal Year 2019-20 with scope of services under cover letter dated October 24, 2018, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the 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 8<sup>th</sup> day of November, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF  
FRUITLAND PARK, FLORIDA

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
ESTHER COULSON, CITY CLERK

Commissioner Cheshire \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner Gunter \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner Bell \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner Mobilian \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney



GOVERNMENT SERVICES GROUP, INC.

[WeServeGovernments.com](http://WeServeGovernments.com)

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Water, Wastewater and  
Utility Management

Special Assessment  
and Support

Financial Management  
Consulting

Information  
Management

Grants Management  
Services

October 24, 2018

**Via Email Transmission**

Gary Lavenia, City Manager  
City of Fruitland Park  
506 W Berckman St.  
Fruitland Park, FL 34731-3239

**Re: City of Fruitland Park – Fire Services Assessment Program Annual Maintenance Services**

Dear Mr. Lavenia,

The City of Fruitland Park (City) has now completed its second year of the annual assessment program for fire services it initiated in 2016. Government Services Group, Inc. (GSG) is pleased to have assisted the City with developing and successfully implementing this recurring revenue source and as such, we believe that the City would benefit from a continuation of our services.

In order to continue this relationship and the achievements realized thus far, attached as Appendix A is GSG's proposed scope of services, fees, project deliverables and payment schedule to assist the City in the annual maintenance of the fire services assessment program for Fiscal Year 2019-20.

Please review the attached scope of services and upon review and satisfactory determination, please sign where indicated on Appendix A to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

As we are currently preparing our schedule for the upcoming assessment season, we would appreciate your prompt reply, which will help us to accommodate your program's schedule and ensure the continuation of this successful recurring revenue source.

If you have any questions, please do not hesitate to contact me. We look forward to working with the City of Fruitland Park again this year.

Sincerely,

Sandi Walker  
Project Coordinator

# Appendix A

FIRE SERVICES ASSESSMENT PROGRAM  
ANNUAL MAINTENANCE SERVICES FISCAL YEAR 2019-20

# Scope of Services

## ANNUAL ASSESSMENT MAINTENANCE

- Task 1: Base Retainer Services for Current Fiscal Year Assessment Program** GSG will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include GSG's availability to respond to requests for information or assistance from City staff regarding all aspects of the current assessment program. In addition, GSG will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.
- Task 2: Update the Preliminary Assessment Roll** GSG will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the City will be applied to the updated data. GSG will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.
- Task 3: Proforma Rate Scenarios** As requested by the City, GSG will provide rate scenarios to assist in budget analyses and assessment program planning.
- Task 4: Final Rates** GSG will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year's assessment program.
- Task 5: Preliminary and Annual Assessment Resolutions** GSG will advise and assist the City's legal counsel in drafting the implementing assessment resolutions that conform to the existing fire services assessment ordinance and the City's policy decisions.
- Task 6: Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll and Data Exports** After verification of final rates for the assessment programs, GSG will create the notice roll by applying the rates to the assessment roll. GSG will then produce the data exports needed for the production of TRIM notices. Data exports for TRIM notices will be transmitted as necessary to the Property Appraiser's office, per their specifications.
  - (b) Development and Distribution of First Class Notice** Assist the City in developing the first class notice and its distribution to any affected property owners, if required.
- Task 7: Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.
- Task 8: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

## FEES AND COSTS

For the professional services and specialized assistance provided by GSG, we will work under a professional fee arrangement of \$6,000. Except as noted below, the fee includes reimbursement for all out-of-pocket expenses.

The fee for professional services does not include any on-site visits by GSG to the City. Any on-site meetings by GSG may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

### **GOVERNMENT SERVICES GROUP, INC.**

Chief Executive Officer .....	\$235
Senior Advisor .....	\$210
Vice President/Managing Director .....	\$195
Senior Project Manager/Consultant/Project Coordinator .....	\$175
Database Analyst/Technical Services.....	\$150
Administrative Support.....	\$ 75

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.35 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The City is also responsible for any costs incurred to obtain information from the property appraiser or other public official that is necessary for the assessment program.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the City in its defense.

## PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following schedule, assuming notice to proceed is received in December 2018. If notice to proceed occurs after this date, payments will be adjusted based on the anticipated number of months remaining to complete the project.

<b>Payment</b>	<b>Schedule</b>
50% of professional fees – \$3,000	May 2019
50% of professional fees – \$3,000	August 2019

## DELIVERABLES SCHEDULE

<b>Deliverable</b>	<b>Schedule</b>
Notice to Proceed	December 2018
Ongoing Retainer Services	As Needed
Determine Net Revenue Requirements	May
Develop Preliminary Assessment Roll	May-June
Review/Confirm Assessment Rates	May - June
Preliminary Rate Resolution	June - July
Mail First Class Notices/TRIM	July -- August
Publishes Notice	July -- August
Annual Rate Resolution	August -- September
Certify Assessment Roll	by September 15 <sup>th</sup>

## ACCEPTED AND AGREED TO FOR FISCAL YEAR 2019-20:

BY \_\_\_\_\_  
**City of Fruitland Park**

\_\_\_\_\_  
**Date**



**AGENDA ITEM  
NUMBER  
8e**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Resolution 2018-068 Lawn and Landscaping Services Agreement		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Manager/Public Works Director/City Attorney		
<b>Date Submitted:</b>	November 1, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes (Resolution forthcoming)		
<b>Description of Item:</b>			
Governmental Services Group Inc's. proposed scope of services for the fire services assessment program annual maintenance services for FY 2019-20 is attached.			
<b>Action to be Taken: Adopt Resolution 2018-067</b>			
<b>Staff's Recommendation:</b> Approval, subject to review by the city attorney.			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor



**RESOLUTION 2018-068**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT WITH TRUGREEN COMMERCIAL FOR FERTILIZING, WEED CONTROL AND TURF DAMAGING INSECT CONTROL SERVICES AT CITY HALL, FRUITLAND PARK LIBRARY, CALES RECREATION PARK AND SOCCER FIELD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission desires to utilize the services of third-party for fertilization, weed control and pest control; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to approve each of the TruGreen Commercial Detail of Charges and Standard Terms and Conditions for City Hall, Fruitland Park Library, Cales Recreation Park and Soccer Field.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. TruGreen Commercial Detail of Charges and Standard Terms and Conditions for City Hall, Fruitland Park Library, Cales Recreation Park and Soccer Field, a copy of each which is attached hereto, is approved.

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

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 8<sup>th</sup> day of November, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
ESTHER COULSON, CITY CLERK

Commissioner Cheshire \_\_\_\_\_ (Yes), \_\_\_\_\_(No), \_\_\_\_\_(Abstained), \_\_\_\_\_(Absent)  
Commissioner Gunter \_\_\_\_\_ (Yes), \_\_\_\_\_(No), \_\_\_\_\_(Abstained), \_\_\_\_\_(Absent)  
Commissioner Bell \_\_\_\_\_(Yes), \_\_\_\_\_(No), \_\_\_\_\_(Abstained), \_\_\_\_\_(Absent)  
Commissioner Mobilian \_\_\_\_\_ (Yes), \_\_\_\_\_(No), \_\_\_\_\_(Abstained), \_\_\_\_\_(Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_\_(No), \_\_\_\_\_(Abstained), \_\_\_\_\_(Absent)

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney



Ocala Branch 5982  
3523 SW 74<sup>th</sup> Ave.  
Ocala, FL. 34474

Dear: Dale

Thank you for allowing TruGreen the opportunity to service your lawn and landscape in 2018. Our commitment is to provide you with the highest quality service, always tailored to your property's unique lawn and landscape needs. We look forward to servicing your property for years to come.

As you know, your service agreement automatically renews with no action on your part. Unless you desire to make changes to your program, you will receive the same services in 2019 with the same terms and conditions. However, **the pricing for next year includes a modest 3% increase.**

We consistently inspect the quality of your landscape to ensure it looks its best. As a result of our annual property evaluation, we believe your property would benefit from an additional service which we have listed as recommended on the enclosed service agreement along with the cost of the beneficial service. ***To save you money on all services for next year, I am happy to offer a discount for prepayment. Please call me to hear the details.***

If you would like to discuss your program or hear the details about the prepayment discount option, please contact me at 352-291-7630 opt 2

Sincerely,

*Michael W Corkins*

Michael W. Corkins

Business Development

Leesburg Ocala Tallahassee

#5771 #5982 #5982

*2-1-16*



Stacey Fairhurst  
 3523 SW 74th ave  
 Ocala, Florida 34474  
 352-291-7630

Customer Information

Bill To:

Public Works

202 W BERCKMAN ST  
 FRUITLAND PARK, FL 34731  
 USA

(352) 308-5579

Service Location:

Cales Recreation Park  
 200 Shiloh St 25A  
 Fruitland Park, FL 34731  
 USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Cales Recreation Park	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$180.25
Cales Recreation Park	Lawn Service	5	May granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$180.25
Cales Recreation Park	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$180.25
Cales Recreation Park	Lawn Service	7	Jul. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$180.25
Cales Recreation Park	Lawn Service	8	Aug. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$180.25
Cales Recreation Park	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$180.25
Cales Recreation Park	Lawn Service	11	Nov. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$180.25
Subtotal				\$1,261.75
Total Sales Tax Amount				\$0.00
Grand Total				\$1,261.75

### Standard Terms and Conditions

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen's services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy. ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER



Stacey Fairhurst  
 3523 SW 74th ave  
 Ocala, Florida 34474  
 352-291-7630

Customer Information

Bill To:

Public Works

202 W BERCKMAN ST  
 FRUITLAND PARK, FL 34731  
 USA

(352) 308-5579

Service Location:

Fruitland Park City Hall  
 506 W Berckman St  
 Fruitland park, FL 34731  
 USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Fruitland Park City Hall	Lawn Service	2	Feb. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$154.50
Fruitland Park City Hall	Lawn Service	4	Apr. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$154.50
Fruitland Park City Hall	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$154.50
Fruitland Park City Hall	Lawn Service	8	Aug. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$154.50
Fruitland Park City Hall	Lawn Service	10	Oct. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$154.50
Fruitland Park City Hall	Lawn Service	12	Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$154.50
Fruitland Park City Hall	Chinch Bug Control	6	Insect Control	\$154.50

Subtotal	\$1,081.50
Total Sales Tax Amount	\$0.00
Grand Total	\$1,081.50

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2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
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4. Check processing policy. ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
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10. No Warranties. Except as expressly set forth in this Agreement TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
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13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
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15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract (or, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (MAAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER



Stacey Fairhurst  
 3523 SW 74th ave  
 Ocala, Florida 34474  
 352-291-7630

Customer Information

Bill To:

Public Works

202 W BERCKMAN ST  
 FRUITLAND PARK, FL 34731  
 USA

(352) 308-5579

Service Location:

Fruitland Park Library  
 205 W Berckman St  
 Fruitland park, FL 34731  
 USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Fruitland Park Library	Lawn Service	2	Feb. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$56.65
Fruitland Park Library	Lawn Service	4	Apr. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$56.65
Fruitland Park Library	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$56.65
Fruitland Park Library	Lawn Service	8	Aug. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$56.65
Fruitland Park Library	Lawn Service	10	Oct. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$56.65
Fruitland Park Library	Lawn Service	12	Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$56.65
Fruitland Park Library	Chinch Bug Control	6	Insect Control	\$56.65
Subtotal				\$396.55
Total Sales Tax Amount				\$0.00
Grand Total				\$396.55



**Standard Terms and Conditions**

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- Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
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- Check processing policy. ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
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- Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
- Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
- No Warranties. Except as expressly set forth in this Agreement TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
- Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
- No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
- Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
- Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
- Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
- Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
- MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (MAAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
- CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
- Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
- This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER



Stacey Fairhurst  
 3523 SW 74th ave  
 Ocala, Florida 34474  
 352-291-7630

Customer Information

**Bill To:**

Public Works

202 W BERCKMAN ST  
 FRUITLAND PARK, FL 34731  
 USA

(352) 308-5579

**Service Location:**

SCOCGER FIELD

110 N Dixie ave  
 fruitland park, FL 34731  
 USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
SCOCGER FIELD	Fire Ant Control	10		\$1,400.80
Veterans Ball Field	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	4	Apr. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	5	May granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	7	Jul. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	8	Aug. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	10	Oct. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	11	Nov. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	12	Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$412.00
Veterans Ball Field	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$144.20
Veterans Ball Field	Lawn Service	4	Apr. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$144.20
Veterans Ball Field	Lawn Service	5	May granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$144.20

Veterans Ball Field	Lawn Service	6	Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$144.20
Veterans Ball Field	Lawn Service	7	Jul. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$144.20
Veterans Ball Field	Lawn Service	8	Aug. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$144.20
Veterans Ball Field	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$144.20
Veterans Ball Field	Lawn Service	11	Nov. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$144.20
Veterans Ball Field	Fire Ant Control	5		\$432.60

Subtotal	\$7,107.00
Total Sales Tax Amount	\$0.00
Grand Total	\$7,107.00

### Standard Terms and Conditions

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy. ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that you and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

**ADDENDUM TO AGREEMENT**

This Addendum is added to the agreement entered into on November 8, 2018 between TruGreen LP and the City of Fruitland Park,

**"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](mailto:ecoulson@fruitlandpark.org), 506 West Berckman Street, Fruitland Park, FL 34731."**

By signing, you agree that you have read, understood and will comply with all terms, conditions and statements listed. This Agreement must be approved by an authorized officer.

**City of Fruitland Park**

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Title: City Manager

**TruGreen LP**

Date: 11/8/18

Signature 

Title: General Manager



**AGENDA ITEM  
NUMBER  
8f**

## AGENDA ITEM SUMMARY SHEET

Revised

<b>ITEM TITLE:</b>	Resolution 2018-071 Budget Amendment BT2019-03 Library Construction		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Treasurer		
<b>Date Submitted:</b>	November 2, 2018		
<b>Are Funds Required:</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
<b>Account Number:</b>	See Attached		
<b>Amount Required:</b>	See Attached		
<b>Balance Remaining:</b>	See Attached		
<b>Attachments:</b>	Yes (revised resolution)		
<b>Description of Item:</b> Budget Amendment BT2019-003 Library construction for the new Library, will increase Library Construction \$55,000: \$30,000 will be from CIP fund, and \$25,000 will be from various accounts.			
<b>Action to be Taken:</b> Adopt Resolution 2018-071			
<b>Staff's Recommendation:</b> Approve Budget Amendment BT2019-003 and Resolution 2018-071			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the  Regular  Consent agenda: \_\_\_\_\_  
Mayor

RESOLUTION 2018-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE THE GENERAL FUND BUDGET BY \$30,000 AND INCREASE THE LIBRARY CONSTRUCTION FUND BUDGET BY \$55,000; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2018-2019 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2018-2019 budget of the City of Fruitland Park was adopted on September 27, 2018; and

WHEREAS, additional funds are required for data lines and gutters for the new Library; and

WHEREAS, the City Commission desires to amend the 2018-2019 Fiscal Year budget to reduce funds budgeted for library furniture, opening day books and rec improvement to be utilized for library construction in the amount of \$55,000 with a net increase of \$25,000 and also transfer capital/sales surtax funds to increase the General Fund by \$30,000.

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

Section 1. The budget adopted on September 27, 2018; is amended as set forth in Exhibit "A" attached hereto.

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

PASSED AND RESOLVED this 8<sup>th</sup> day of November, 2018, by the City Commission of the City of Fruitland Park, Florida.

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City of Fruitland Park  
Mayor

Attest:

---

Esther B. Coulson  
City Clerk

Commissioner Cheshire \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Gunter \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Bell \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Mobilian \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver  
City Attorney



# CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2019- 003

To: CITY MANAGER

Date: 1-Nov-2019

Prepared by: Jo-Ann Glendinning  
Department Head

Approved: \_\_\_\_\_  
City Manager

**REVENUES:**

Object name & # 01001-38300 Transfer in from Capital/Sales Surtax Amount: 30,000 Inc/Dec

Object name & # \_\_\_\_\_ Amount: \_\_\_\_\_ Inc/Dec

Object name & # \_\_\_\_\_ Amount: \_\_\_\_\_ Inc/Dec

Object name & # \_\_\_\_\_ Amount: \_\_\_\_\_ Inc/Dec

Object name & # \_\_\_\_\_ Amount: \_\_\_\_\_ Inc/Dec

Object name & # \_\_\_\_\_ Amount: \_\_\_\_\_ Inc/Dec

**EXPENDITURES:**

Object name & # 30571-60640 CIP Lib Equipment Purchase Amount: 30,000 Inc/Dec  
Reduce Library Furniture to cover data lines

Object name & # 01571-60660 Library Books Amount: 20,000 Inc/Dec  
Reduce Opening Day Books, move to construction

Object name & # 01574-60630 Rec Improvement Amount: 5,000 Inc/Dec  
For Gutters, move to construction

Object name & # 01571-60663 Library Construction Amount: 55,000 Inc/Dec

Object name & # 30581-90916 Transfer to General Fund Amount: 30,000 Inc/Dec

Object name & # \_\_\_\_\_ Amount: \_\_\_\_\_ Inc/Dec

Explanation: Move money from various accounts to cover costs in Library construction,  
i.e. installing data lines will cost \$31k.

Approved by Commission: 11/8/2018  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Finance Director

\_\_\_\_\_  
Mayor



**AGENDA ITEM  
NUMBER  
8g**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Resolution 2018-070 Payment Processing Services – Government Merchant Agreement			
<b>For the Meeting of:</b>	November 8, 2018			
<b>Submitted by:</b>	City Manager/Parks and Recreation Director/City Attorney			
<b>Date Submitted:</b>	November 1, 2018			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes			
<b>Description of Item:</b> Credit cards payment processing agreement for recreational fees for the parks and recreation department which is attached.				
<b>Action to be Taken:</b> Adopt Resolution 2018-070				
<b>Staff's Recommendation:</b> Approval, subject to review by the city attorney.				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor

**RESOLUTION 2018-070**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE PAYMENT PROCESSING AGREEMENT BETWEEN FORTE PAYMENT SYSTEMS, INC. AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park imposes fees for its recreation programs and providing a convenient manner for participants to pay by credit card is desirable; and

**WHEREAS**, the City Commission desires to use the payment processing services of Forte Payment Systems Inc.; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to approve the Payment Processing Agreement between Forte Payment Systems, Inc.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. Payment Processing Agreement between Forte Payment Systems, Inc. and City of Fruitland Park, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the 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 8<sup>th</sup> day of November, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF  
FRUITLAND PARK, FLORIDA

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MAYOR

ATTEST:

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ESTHER COULSON, CITY CLERK

Commissioner Gunter      \_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner Cheshire    \_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner \_\_\_\_\_    \_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner \_\_\_\_\_    \_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)  
Commissioner Bell        \_\_\_\_ (Yes), \_\_\_\_ (No), \_\_\_\_ (Abstained), \_\_\_\_ (Absent)

Approved as to form and legality:

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Anita Geraci-Carver, City Attorney

## PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is entered into as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between Forte Payment Systems, Inc. (“FORTE” or “Party”) a California corporation and \_\_\_\_\_ (“AGENCY” or “Party”).

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House (“ACH”), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents”).

### 1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

### 2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

### 3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates

may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

#### **4. CONFIDENTIALITY**

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

#### **5. TERM AND TERMINATION**

5.1 **Term.** This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 **Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association. Additionally, AGENCY may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to FORTE or its financial condition; or (ii) FORTE experiences an actual or suspected data security breach; or (iii) FORTE violates any applicable Law, Rule or Regulation.

#### **6. TRANSACTION PROCESSING**

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding

“capture” Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder’s billing address information.

6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY’s application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY’s bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as “in writing” for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY’s Settlement Account.

6.10 **Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 **Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 **Resubmitting Transactions.** AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 **Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 **Provisional and Final Payment.** AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 **Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

## 7. TRANSACTION AUTHORIZATION

7.1 **Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 **Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account



immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

## **8. AGENCY PROHIBITIONS**

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

## **9. AUTHORIZATION**

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide \_\_\_\_\_ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

## **10. CONSTITUENT DISPUTES**

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

## **11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

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## **12. PRICING AND PAYMENT**

12.1 FORTE will provide the Services in accordance with the Pricing Fee Schedule(s) attached hereto or any amendments thereto. Pricing schedules which utilize an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

## **13. LIMITS OF LIABILITY**

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

## **14. REPRESENTATIONS AND WARRANTIES.**

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any

judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

#### **15. FORTE SERVICE POLICY.**

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

#### **16. FORCE MAJEURE**

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

#### **17. ASSIGNMENT**

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

#### **18. CHOICE OF LAW/VENUE**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein. Venue shall be in Lake County, Florida.

#### **19. AMENDMENT**

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

#### **20. PUBLICITY**

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

#### **21. NOTICE**

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

#### **Notices to FORTE:**

Forte Payment Systems, Inc.  
500 W. Bethany Drive  
Suite #200  
Allen, TX 75013  
Attn: General Counsel

**Notices to AGENCY:**  
City Manager  
City of Fruitland Park  
506 West Berckman Street  
Fruitland Park FL 34731

**22. HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

**23. SEVERABILITY**

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

**24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS**

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party’s waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**25. PUBLIC RECORDS.**

- A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida “Public Records” law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR’S office or facility.
- B. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, [ecoulson@fruitlandpark.org](mailto:ecoulson@fruitlandpark.org), 506 West Berckman Street, Fruitland Park, FL 34731.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:

AGENCY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX A DEFINITIONS

**ACH Network** – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

**Acquirer** – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

**Affiliate** – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

**Agent** Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

**Business Banking Day** – Monday through Friday excluding banking holidays.

**Chargeback** – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

**Confidential Information** - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or

its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

**Credit Entry (or "Entry")** – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

**Debit Entry (or "Entry")** – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

**Laws** – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

**NACHA** – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

**ODFI** – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

**Originator** – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

**Payment Association** – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

**PCI-DSS** – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

**RDFI** – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

**Receiver** – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

**Reserve** – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

**Returned Entries** – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

**Rules** – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

**Settlement Account** – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

**Settlement Entry** – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

**Transactions** – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

**Users** - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

**APPENDIX B**  
**ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES**

**1. Representation by Agency.** Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act (“FCRA”) as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

**2. Use of Services.**

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE’s contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

**3. Retention of Data.** Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

**APPENDIX C**  
**ACCOUNT UPDATER SERVICES**

- 1. Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
  - a. AGENCY must be properly established and registered in the United States.
  - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
  - c. AGENCY must be in compliance with all Card Association Operating Regulations.
  - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
  - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
  - f. AGENCY must not submit inquiries on behalf of any other entity.
  - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.



**APPENDIX D**  
**AMERICAN EXPRESS CARD ACCEPTANCE**

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.



**AGENDA ITEM  
NUMBER  
8h**

# AGENDA ITEM SUMMARY SHEET

Revised

<b>ITEM TITLE:</b>	Ordinance 2018-023 Line of Credit Agreement		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Treasurer/City Attorney		
<b>Date Submitted:</b>	November 1, 2018		
<b>Are Funds Required:</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
<b>Account Number:</b>	See Attached		
<b>Amount Required:</b>	See Attached		
<b>Balance Remaining:</b>	See Attached		
<b>Attachments:</b>	Yes (ordinance with agreement)		
<b>Description of Item:</b> United Southern Bank (USB) is requesting a resolution documenting the approval of the line of credit and approval to pledge the outstanding FEMA reimbursements directly to any draws on the line of credit. Attached is the agreement and the FEMA payment schedule. (The second reading will be held on December 13, 2018).			
<b>Action to be Taken:</b> Approve Ordinance 2018-023			
<b>Staff's Recommendation:</b> Approve ordinance subject to review by the city attorney.			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the  Regular  Consent agenda: \_\_\_\_\_  
Mayor

**ORDINANCE 2018-023**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A LINE OF CREDIT FROM UNITED SOUTHERN BANK AS OUTLINED IN A COMMITMENT LETTER DATED SEPTEMBER 6, 2018; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE LINE OF CREDIT; PLEDGING OUTSTANDING FEMA REIMBURSEMENTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park expended significant funds as a result of damages and clean-up costs resulting from Hurricane Irma; and

**WHEREAS**, the City of Fruitland Park has received approval for FEMA reimbursement; however, the date of receipt of FEMA reimbursement(s) is not imminent, but FEMA reimbursement will be pledged to pay draws on the line of credit; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to obtain a line of credit from United Southern Bank on the terms and conditions outlined in its September 6, 2018 commitment letter to ensure funds are available to the City if needed.

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

Section 1. The Commitment Letter dated September 6, 2018 from United Southern Bank for a line of credit up to \$350,000, a copy of which is attached hereto, is approved. The Commission approves all of the terms and conditions set forth in the Commitment Letter.

Section 2. The Commission authorizes the Mayor, City Manager, City Clerk, City Treasurer and City Attorney, to execute the commitment letter and any and all necessary documents consistent with the terms and conditions set forth in the commitment letter in order to effectuate the line of credit with United Southern Bank.

Section 3. The Commission pledges outstanding FEMA fund reimbursements directly to pay any draws received by the City of Fruitland Park on the line of credit.

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

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

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MAYOR

ATTEST:

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ESTHER COULSON, CITY CLERK

Commissioner Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

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Anita Geraci-Carver, City Attorney



Leesburg Downtown  
515 West Main Street  
Leesburg, Florida 34748  
(352) 326-9218  
Fax (352) 326-5447

September 6, 2018

Mr. Geoffrey Brewster  
City of Fruitland Park  
506 W. Berkman Street  
Fruitland Park, FL 34731

Dear Mr. Brewster:

United Southern Bank ("Bank") is pleased to offer you a commitment for a line of credit ("Loan"), subject to the following terms and conditions:

Borrower: City of Fruitland Park

Purpose of Loan: Establish a \$350,000 line of credit to be used to support various projects while the City awaits reimbursement from FEMA for Hurricane Irma clean-up efforts.

Loan Amount: Up to \$350,000

Maturity Date: 24 months from closing date.

Interest Rate: A rate equal to Wall Street Journal Prime rate minus ½%. At no time during the life of the loan will said interest rate fall below 4.5% (interest rate floor)

Repayment Term: Interest will be payable monthly based on the amount drawn on the line during the billing cycle. Interest is payable in arrears and calculated on the basis of actual days elapsed divided by 360 days.

Prepayment Penalty: None

Loan Fee: None

Collateral: Unsecured

Other Terms: Principal will be repaid directly from FEMA reimbursements when received by the City of Fruitland Park and the credit line will be reduced by those amounts accordingly.

Documentation:

1. Resolution from the Fruitland Park City Commission documenting the approval of the subject loan request and approval to pledge the outstanding FEMA fund reimbursements directly to any loan advances.
2. Documentation from the city showing the current pending FEMA reimbursement payment schedule to the City of Fruitland Park, prior to any draw requests. The availability to draw on the line will not exceed pending FEMA reimbursements.

Documents: The obligation of the Borrower would be evidenced by a Promissory Note and other such loan documents and assurances as the Bank may request from the Borrower in order to make the loan in a form satisfactory to the Bank and its counsel.

Default: Borrower would be in default under any commitment to lend and under any and all promissory notes executed by Borrower in favor of Bank and any and all other documents, instruments, security agreements, guarantees executed and/or delivered by Borrower in connection with the Loan (collectively "Loan Documents"), if it shall default in the payment of any amounts due and owing under the Loan or any other obligation of Borrower to Bank or to some other party or should it fail to timely and properly perform, keep and observe any term, covenant, agreement or condition in this commitment or any of the Loan Documents.

Non-Assignable: This commitment and the right of the Borrower to receive loans hereunder may not be assigned by the Borrower.

Other Requirements: Other standard terms and conditions that are not a part of this commitment will be included in the closing documents of the loan.

Financial Statements: So long as the Borrower is indebted to Bank, the Borrower will submit to the Bank audited annual financial statements within 30 days after completion.



Commitment

Expiration:

This commitment expires on November 14, 2018

United Southern Bank appreciates the opportunity to establish this banking relationship with you. I trust this Commitment is in keeping with your understanding of our conversations. If so, please sign where shown below and return to me.

Sincerely,



Steve Knowles  
Vice President  
United Southern Bank

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Gary LaVenia City Manager  
City of Fruitland Park

# Fruitland Park, City of



## Applicant Details

**Account Count:** 3 Accounts  
 1 Open  
 2 Closed

**Project Count:** 19 Projects  
 2 Unobligated  
 1 Obligated - Large (Open)  
 16 Obligated - Small (1 Open)

**Quarterly Report Count:** 1 Active Quarterly Report

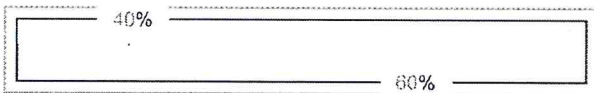
**Eligible Obligated:** \$329,327.44

**Federal Obligated:** \$310,737.15 (93.06%)  
 (Federal = \$306,459.84, Admin = \$4,277.31)  
[View Graph](#)



- Paid (\$147,353.50)
- In Process (\$163,383.65)
- Un-Paid (\$0.00)

**State Obligated:** \$11,208.88 (3.40%)  
[View Graph](#)



- Paid (\$4,496.40)
- In Process (\$6,712.48)
- Un-Paid (\$0.00)



**AGENDA ITEM  
NUMBER  
8i**

5

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	First Reading and Public Hearing - Ordinance 2018-022 – Electric Franchise Agreement		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Manager/City Attorney		
<b>Date Submitted:</b>	November 2, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes (Ordinance Forthcoming)		
<b>Description of Items:</b> Electric franchise agreement with the City of Leesburg.			
<b>Action to be Taken:</b> Approve proposed Ordinance 2018-022.I			
<b>Staff's Recommendation:</b> Approval subject to the city attorney's review.			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor

**ORDINANCE 2018-022**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SECOND AMENDMENT TO ELECTRIC FRANCHISE AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE CITY OF FRUITLAND PARK TO EXTEND THE FRANCHISE AGREEMENT 5 YEARS WITH AN EXPIRATION DATE OF DECEMBER 31, 2023; PROVIDING FOR SEVERABILITY AND CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park entered into that certain Electric Franchise Agreement between the Cities of Leesburg and Fruitland Park, dated as of October 10, 1983 (the “Franchise Agreement”); and

**WHEREAS**, the Franchise Agreement was amended in that certain First Amendment dated as of November 21, 2013 (the “First Amendment”) which extended the expiration date to December 31, 2018 and further provided that Fruitland Park’s earlier exercise of its option to purchase was deemed to occur as of December 31, 2018; and

**WHEREAS**, the City of Fruitland Park, Florida and the City of Leesburg, Florida desire to extend those dates further and wish to memorialize said extensions in a Second Amendment.

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

Section 1. The Second Amendment to Electric Franchise Agreement between the City of Leesburg and the City of Fruitland Park, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Second Amendment.

Section 3. Severability. If any section, sentence, clause, phrase or word of this ordinance and/or agreement being adopted 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/or agreement; and it shall be construed to have been the Commissioner’s intent to pass this ordinance and/or agreement without such unconstitutional, invalid or inoperative part therein; and the remainder of this ordinance and/or agreement, 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 4. Conflicts. That all resolutions, parts of resolutions, ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
ESTHER COULSON, CITY CLERK

Commissioner Gunter	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner _____	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner _____	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

ORDINANCE NUMBER 303

AN ORDINANCE GRANTING TO THE CITY OF LEESBURG, FLORIDA, AN ELECTRICAL FRANCHISE WITHIN THE CORPORATE LIMITS OF THE CITY OF FRUITLAND PARK, FLORIDA; ACCEPTING A CERTAIN PROPOSED ELECTRICAL FRANCHISE AGREEMENT (WHICH SAID AGREEMENT IS MADE A PART OF SAID ORDINANCE) BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND THE CITY OF LEESBURG, FLORIDA, WHICH AGREEMENT PROVIDES AMONG OTHER THINGS AN EXCLUSIVE FRANCHISE TO PROVIDE ELECTRICAL ENERGY WITHIN THE CORPORATE LIMITS OF THE CITY OF FRUITLAND PARK, FLORIDA FOR A PERIOD OF 25 YEARS, PROVIDES FOR THE OPTION TO PURCHASE OF THE DISTRIBUTION SYSTEM AT SPECIFIED INTERVALS, PROVIDES FOR THE REPURCHASE BY THE CITY OF LEESBURG OF THE DISTRIBUTION SYSTEM, PROVIDES FOR THE MANNER IN WHICH RATES ARE TO BE CHARGED, IMPOSES A FRANCHISE FEE OF TWELVE (12%) PERCENT UNTIL SEPTEMBER 30, 1984, AND A FRANCHISE FEE OF EIGHT (8%) PERCENT THEREAFTER, TO BE PASSED ON TO CONSUMERS BY THE DIRECT METHOD AS ESTABLISHED BY THE FLORIDA PUBLIC SERVICE COMMISSION, EXEMPTS THE CITY OF LEESBURG FROM AD VALOREM TAXES UPON PERSONAL PROPERTY, IMPOSES THE OBLIGATION ON THE CITY OF LEESBURG TO COLLECT UTILITY TAXES AND GRANTS A COLLECTION FEE TO IT; AUTHORIZING THE EXECUTION OF SUCH ELECTRICAL FRANCHISE AGREEMENT BY THE PROPER OFFICIALS OF THE CITY OF FRUITLAND PARK, FLORIDA; REPEALING ALL CONFLICTING ORDINANCES, INCLUDING ORDINANCE NUMBER 152, RESOLUTIONS, OR PARTS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the City of Fruitland Park, Florida, hereby grants to the City of Leesburg, Florida, a franchise to provide electrical energy within the corporate limits of the City of Fruitland Park, Florida.

Section 2. That the Electrical Franchise Agreement between the City of Fruitland Park, Florida, and the City of Leesburg, Florida, a copy of which is attached hereto, and made a part hereof as though same were set forth in haec verba immediately hereafter be accepted by the City of Fruitland Park, Florida.

Section 3. That the proper officials of the City of Fruitland Park, Florida, be and they hereby are authorized and directed to execute said Electrical Franchise Agreement on behalf of the City of Fruitland Park, Florida.

Section 4. This ordinance shall become effective immediately upon its adoption.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Florida, this 27th day of October, 1983.

Tom Shepherd  
Mayor/Commissioner

ATTEST:

Nancy Cannarino  
City Clerk

1st Reading: October 13, 1983

2nd Reading: October 27, 1983

ELECTRICAL FRANCHISE AGREEMENT

WHEREAS, the City of Fruitland Park, Lake County, Florida, a municipal corporation, organized and existing under the provisions of Chapter 12755, Laws of Florida, Special Acts of 1927, and Amendments thereto, hereinafter referred to as the "Grantor," and the City of Leesburg, a municipal corporation organized and existing under Chapter 9820, Laws of Florida, Special Acts of 1923, and Amendments thereto, hereinafter referred to as the "Grantee," have been negotiating for the purpose of entering into a franchise agreement wherein and whereby the said Grantee would have the sole and exclusive privilege and right of selling electrical energy within the corporate limits of said City of Fruitland Park, as well as furnishing electrical energy to the Grantor for municipal purposes, and,

WHEREAS, the said City of Fruitland Park and the City of Leesburg have arrived at an agreement and meeting of the minds on said subject, and,

WHEREAS, the City Commission of said City of Fruitland Park has authorized the officials of the City of Fruitland Park to enter into such franchise agreement,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said City of Fruitland Park, Lake County, Florida, and the City of Leesburg, also in Lake County, Florida, do hereby agree as follows:

SECTION 1: That the said City of Fruitland Park does hereby give and grant unto the City of Leesburg, and to its legal representatives, successors and assigns, the right and privilege of a franchise for constructing, maintaining and operating for a period of twenty-five (25) years, in the said City of Fruitland Park, electric substations, distribution systems and other lighting systems for the purpose of lighting the streets or public squares of the Grantor and the dwellings, houses and places of business of its inhabitants, and for distributing and/or transmitting electric energy for the purpose of light, power and heat, or any other purpose for which electricity may be used.

SECTION 2: That the City of Leesburg shall have for a period of twenty-five years, the privilege, franchise, power, right and authority to lay, erect and maintain in and upon the squares, streets, avenues, alleys, bridges, and/or other public thoroughfares and parks of the Grantor, as



they now exist or may hereafter be constructed, opened, laid out or extended within the present limits of the Grantor, or within such territory as may hereafter be added to it, all necessary poles, or other supports, conductors or appliances for the poles or other means of conveyance to be used in transmitting electric energy for the purpose of lighting, heat or power, or for such other purposes as electricity may be used, and for these purposes the authority and right is hereby granted to make all necessary excavations in said squares, streets, avenues, alleys or other thoroughfares and parks of the Grantor, provided that in the event that any streets, alleys, parks or other public properties are excavated, altered or changed, the same shall be replaced and/or restored by the City of Leesburg at its expense to the same condition existing before such alteration, excavation or other work was done; and the Grantee shall have the right, power and authority to fasten and to stretch and lay along the line of said poles or other means of conveyance, all the wires or other media necessary for transmitting and conveying the electric energy to be used in said business, together with all the rights and privileges necessary or convenient for the full use or enjoyment thereof, including the right to trim, cut and keep clear all trees and limbs along said lines that may in any way endanger the proper operation of the same; and Grantee shall have the right, privilege and authority to construct, erect and maintain within the limits of the Grantor electric substations, distribution systems, or other lighting systems and devices that may be required for distributing electricity and for carrying on the business aforesaid; provided that in accomplishing the purpose aforesaid the streets of said Grantor shall not be unreasonably obstructed, and that such work shall be done and carried on in conformity with such reasonable rules and regulations with reference thereto as may be adopted by the City Commission of the Grantor for the protection of the public; provided further that any building or other structures erected by the Grantee under this franchise within the territorial limits of the Grantor shall be constructed in accordance with present or future zoning laws, rules and regulations applicable thereto as may be adopted by the Grantor; provided however, that any application by the Grantee for rezoning or variance shall not be unreasonably withheld by the Grantor; and provided further, that the said Grantee shall assume all liability for damage or personal injury caused by its negligence in doing such work.

SECTION 3: That the Grantee shall, at its sole cost and expense, furnish and maintain an adequate modern electrical distribution system in the City of Fruitland Park sufficient to meet the requirements of the users of electricity therein, and to maintain reasonably uninterrupted service sufficient to meet such requirements; provided however, the Grantee shall not be liable or responsible for interruption of service or voltage fluctuation as the result of fire, strike, riot, vandalism, explosion, failure of defective equipment or materials, flood, wind storm, lightning, accidents, acts of God, or the public enemy, or any act by the supplier of bulk electrical energy to the Grantee or other acts beyond the control of the Grantee, but the Grantee shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the Grantee to refuse to deliver electrical energy after the cause of the interruption has been removed; and that the Grantee does not guarantee that the supply of electrical energy furnished hereunder shall be free from interruption occasioned by any of the causes heretofore mentioned, and it is agreed that such interruption shall not constitute a breach of this contract on the part of the Grantee. With respect to restoration of the distribution of electrical energy, the Grantee shall not discriminate among its customers, including the Grantor, and the services rendered hereunder shall be on an equal basis. The City of Leesburg agrees that the materials to be used in the construction and maintenance of the electrical distribution system shall be equal to those generally used throughout the City of Leesburg, and that under the provision of this franchise it will give to the City of Fruitland Park and its inhabitants the same favorable consideration extended to the inhabitants of the City of Leesburg under like conditions.

SECTION 4: That, as a further consideration of this franchise, said City of Fruitland Park agrees not to engage in the businesses of distribution and selling electrical energy during the life of this franchise or any extension thereof in competition with the City of Leesburg, its legal representatives, successors and assigns.

SECTION 5: That the said Grantee shall have the right and privilege to enlarge such substations and distribution systems, increase the number of poles, conveyances or appliances, extend its wires, lines or conveyances, and to generally develop or change its service or methods to meet the growth and progress of said City of Fruitland Park and to conform to the scientific

and mechanical advancement and discovery of the age, and that such work shall be done and carried on in conformity with such reasonable rules and regulations with reference thereto, as may be adopted by the City Commission of the Grantor, that are within and conform to state and federal regulations relating to the transmission and sale of electrical energy.

SECTION 6: The City of Fruitland Park reserves the right at the expiration of five (5) years after the effective date of this agreement and after any five (5) year period until expiration of this agreement, or at any time after the initial period of twenty-five (25) years, to purchase the distribution system, lines, conduits, and other conveyances for distribution of said electric energy or property used under or in connection with the franchise or right, or such part of such property, real and personal located within the corporate limits at the date of the purchase by said City of Fruitland Park, which grantor may desire to purchase, for which valuation shall be determined and mutual agreement, excepting from this reservation, all distribution lines, constructed outside the corporate limits of the City of Fruitland Park and all transmission lines owned by the City of Leesburg and connected with its general system of distribution and used for the purpose of serving areas other than grantor herein.

In the event the City of Fruitland Park exercises its option to purchase, it shall notify the City of Leesburg of its intention to do so by written notice at least nine (9) months prior to the expiration of said period, with the name of a professional appraisal firm, qualified by education and experience to perform utility asset appraisals for electric distribution systems. Such appraisal firm shall be independent and not affiliated in any manner with the City of Leesburg, City of Fruitland Park or any electric company, cooperative, district or municipal electric system. No later than six (6) months prior to the expiration of said period, the professional appraisal firm shall submit an appraisal of the assets to be purchased to the City of Leesburg. If the City of Leesburg does not agree with the appraisal submitted as the purchase price of the system, it may select its own independent appraiser to conduct an appraisal of the assets to be purchased. Such appraisal shall be completed within four (4) months of the receipt of the appraisal from the City of Fruitland Park. If after receipt of the second appraisal, agreement is not reached on the purchase price, then the two appraisers shall select a third appraiser for the purpose of arriving at a valuation agreed to by the majority of the

appraisers. Each party shall bear the expense of its own appraiser, with the cost of the third to be borne equally by the parties; provided however that if no sale is consummated, all appraisal costs and fees will be borne by the prospective purchaser. In the event that a valuation is not agreed upon by the majority of the appraisers, either party may invoke arbitration pursuant to Chapter 682, Florida Statutes. Purchase price shall be paid within thirty (30) days after the final determination of the purchase price. In the event of such purchase, all rights of the City of Leesburg under this franchise shall terminate, except as herein specifically reserved or as set forth as a consideration in or for this agreement, and the City of Leesburg shall have no further right to render electric service to consumers supplied by lines or conduits or conductors so purchased by grantor, except upon consent and permit of the City of Fruitland Park. In the event that the City of Fruitland Park purchases from the City of Leesburg the distribution system as described in this paragraph, and subsequently wishes to sell it, the City of Fruitland Park shall first offer to sell the distribution system to the City of Leesburg. After receiving notification from the City of Fruitland Park that it wishes to sell the distribution system, the City of Leesburg shall give notice of its desire to repurchase the system within three (3) months. In this event, the negotiation and arbitration provisions of this paragraph shall likewise apply to a repurchase of the distribution system by the City of Leesburg.

In the event the City of Fruitland Park does not wish to exercise its option to purchase at the end of twenty-five (25) years as set forth herein, this agreement shall be extended on a year to year basis until terminated by either party after four (4) months written notice of such election to terminate has been delivered to the other party.

SECTION 7: That the City of Leesburg shall have the right to make reasonable rules and regulations for the use of electric energy sold and distributed by the Grantee to private parties and for municipal purposes, and the Grantee agrees that the rates charged for such electric energy shall at no time be more than the rates charged for electric energy to consumers within the City of Leesburg for similar services. It is further understood that the City of Leesburg shall have the right and authority to discontinue service to any customer for non-payment of utility charges, utility taxes or franchise fees, or such other charges as may be applicable, in accordance

with such reasonable rules and regulations as may be established by the City of Leesburg.

The City of Leesburg agrees to furnish electric energy to the City of Fruitland Park for municipal purposes at rates, charges, and conditions as set out below and for the period covered by this franchise granted to the City of Leesburg as follows:

METERS: All electrical energy consumed by facilities owned, leased, or operated by the Grantor, except unmetered street lights, shall be measured by means of watt-hour meters and billing for such electrical energy consumption shall be based thereon; provided, however, that demand meters shall be installed wherever and whenever the facility qualifies therefor. The Grantee shall notify the Grantor of any change in the municipal rate at least thirty (30) days prior to the effective date of such change.

STREET LIGHTS: All unmetered street lights now existing or installed in the future in the City of Fruitland Park shall be maintained, repaired, installed or re-installed or replaced by the Grantee, including lamps, fixtures, arms, ballasts, photoelectric cells, switches, standards and other appurtenances necessary to the normal maintenance and operation of unmetered street lights, during the life of this agreement.

The Grantor shall pay to the Grantee a monthly flat-rate charge per unmetered street light in accordance with the current published flat-rate street light charge of the Grantee as is now or hereafter in effect for the Grantee. Such flat-rate monthly charge shall cover all installation and maintenance costs and the cost of electrical energy consumed by said unmetered street lights.

RATES TO CONSUMERS: The Grantee shall furnish electrical energy to all consumers within the corporate limits of the City of Fruitland Park in accordance with the published and established schedules of rates and regulations for the purchase of electrical energy, as are now or hereafter in effect for consumers within the corporate limits of the City of Leesburg. Consumers shall be subject to the rules and regulations of the Grantee for the purchase of electrical energy, provided however, that in the event any of such rules and regulations conflict with the terms of this Agreement, then the terms of this Agreement shall govern.

SECTION 8: That the Grantee shall have the exclusive right to enter into such contracts or agreements concerning the joint use of its poles, conduits or other facilities for the erection or furnishing of compatible

services including, but not limited to, telephone, telegraph, and cable television service, as it may in its discretion desire, so long as it will not unreasonably interfere with the discharge of the obligations of the Grantee hereunder. Any and all income derived from said joint use of poles, conduits or other facilities shall accrue solely and exclusively to the Grantee.

SECTION 9: That, as a further consideration for the granting of this franchise, the said City of Leesburg shall, during the term of this franchise, pay to the City of Fruitland Park as one of the expressed conditions and considerations for the franchise, rights and privileges granted and conferred by this Agreement, a franchise fee which shall be computed on the gross revenues derived from the sale of electric energy consumed within the corporate limits of the City of Fruitland Park during the term of this franchise, excepting therefrom the gross revenues derived from the sale of electric energy delivered to and consumed by the Grantor for municipal purposes. Beginning with the effective date of this Agreement and terminating on September 30, 1984, a twelve percent (12%) franchise fee shall be passed along to consumers within the corporate limits of the City of Fruitland Park in accordance with the "direct" method for application of such fee as established by Florida Public Service Commission Order No. 8524, dated October 11, 1978, and Rule 25-6.100, Florida Administrative Code, effective May 16, 1983. Beginning October 1, 1984 and effective with the balance of the term of this agreement the franchise fee as established above will be billed at the rate of eight percent (8%). Payments of the franchise fee shall be computed and paid monthly, becoming due on the last day of the month succeeding the month's billings to which the fee is applied. Grantee reserves the right to adjust the amount of gross revenues at any time by the amount of bad debts for uncollectable accounts served within Grantor's corporate limits. The records kept by the Grantee of the accounts for electric service within the corporate limits of the Grantor shall be open for inspection by the proper officials of the Grantor at reasonable intervals during normal business hours.

SECTION 10: That, as a further consideration for the execution of such Agreement and franchise on the part of the Grantee, the City of Fruitland Park shall assess no ad valorem taxes against any real or personal property owned by the City of Leesburg within Grantor's corporate limits during the term of said franchise; and any license tax imposed by the Grantor upon the

Grantee for doing business within the said City of Fruitland Park shall not exceed the sum of five dollars (\$5.00) per annum during the term of such franchise.

SECTION 11. That, each and every month, the City of Leesburg will bill, collect and pay to the City of Fruitland Park in the same manner as the franchise fee discussed in Section 9, any utility tax that might be levied by the grantor pursuant to Chapters 166.231 or 166.232, Florida Statutes, which tax shall be billed to each consumer within the corporate limits of the City of Fruitland Park, excepting therefrom those consumers which are, by law, tax exempt. It is understood and agreed that the City of Fruitland Park shall by written notice immediately notify the City of Leesburg of any change in the utility tax. For this tax collection service, the City of Fruitland Park shall pay to the City of Leesburg each month a fee at the rate of three percent (3%) of the first one thousand dollars (\$1,000) and one percent (1%) of the remainder of the utility tax so collected for that month, which is the same rate as that presently allowed by the State of Florida for businesses which collect the State sales tax.

SECTION 12: This Agreement supersedes, as of the effective date hereof, all previous agreements, contracts or representations, whether written or verbal, heretofore in effect by and between the City of Leesburg and the City of Fruitland Park with respect to matters herein contained, and constitutes the sole Agreement by and between the parties hereto concerning such matters. The effective date of this Agreement shall be November 1, 1983.

IN WITNESS WHEREOF the said City of Leesburg and the said City of Fruitland Park have caused this franchise agreement to be executed by their duly authorized and acting officials as of the 10<sup>th</sup> day of October, 1983.

CITY OF FRUITLAND PARK, FLORIDA

CITY OF LEESBURG, FLORIDA

By: Tom Sheehan  
Mayor

By: Sanna Henderson  
Mayor-Commissioner

ATTEST: Nancy Cannarino  
City Clerk

ATTEST: Jim G. Schmit  
City Clerk/Finance Director

ORDINANCE 2013-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; APPROVING AN AMENDMENT TO FRUITLAND PARK'S ELECTRIC FRANCHISE AGREEMENT WITH THE CITY OF LEESBURG, FLORIDA; EXTENDING THE TERM OF THE FRANCHISE WHILE RETAINING A PURCHASE OPTION; PROVIDING FOR CERTAIN TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, as Grantor, and the City of Leesburg, as Grantee, previously entered into an electric franchise agreement dated October 10, 1983 (the "Electric Franchise Agreement"), which authorized Leesburg to provide electric services within the municipal boundaries of Fruitland Park; and

WHEREAS, the Electric Franchise Agreement is in full effect and has not been terminated by either party; and

WHEREAS, the parties have negotiated an extension agreement, which, among other things, extends the term of the Electric Franchise Agreement while allowing Fruitland Park to retain its purchase option; and

WHEREAS, Fruitland Park desires to approve and authorize this extension agreement.

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

**Section 1.** The agreement entitled "First Amendment to Electric Franchise Agreement Between the City of Leesburg and the City of Fruitland Park" attached as Exhibit "A" and incorporated herein for all purposes is authorized and approved. The Mayor is authorized to execute this agreement on behalf of the City of Fruitland Park, Florida, with an attest by the City Clerk.


**Section 2.** All ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3.** This Ordinance shall be effective upon passage on second and final reading.


**Section 4.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.



PASSED AND ORDAINED this 21<sup>st</sup> day of November, 2013, by the City Commission of the City of Fruitland Park, Florida.

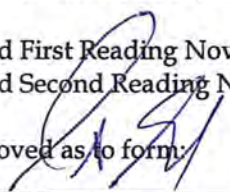
  
Christopher J. Bell, City Mayor

ATTEST:

  
\_\_\_\_\_  
Esther Lewin-Coulson, CMC, City Clerk

Passed First Reading November 14, 2013  
Passed Second Reading November 21, 2013

Approved as to form:

  
\_\_\_\_\_  
Scott A. Gerken, City Attorney

Vice Mayor Kelly	<input checked="" type="checkbox"/> (Yes), <input type="checkbox"/> (No), <input type="checkbox"/> (Abstained), <input type="checkbox"/> (Absent)
Commissioner Goldberg	<input checked="" type="checkbox"/> (Yes), <input type="checkbox"/> (No), <input type="checkbox"/> (Abstained), <input type="checkbox"/> (Absent)
Commissioner Cheshire	<input checked="" type="checkbox"/> (Yes), <input type="checkbox"/> (No), <input type="checkbox"/> (Abstained), <input type="checkbox"/> (Absent)
Commissioner Gunther	<input checked="" type="checkbox"/> (Yes), <input type="checkbox"/> (No), <input type="checkbox"/> (Abstained), <input type="checkbox"/> (Absent)
Mayor Bell	<input checked="" type="checkbox"/> (Yes), <input type="checkbox"/> (No), <input type="checkbox"/> (Abstained), <input type="checkbox"/> (Absent)

**FIRST AMENDMENT TO  
ELECTRIC FRANCHISE AGREEMENT  
BETWEEN  
THE CITY OF LEESBURG  
AND  
THE CITY OF FRUITLAND PARK**

This First Amendment is to that certain Electric Franchise Agreement, entered into on October 10, 1983, hereinafter referred to as the "Electric Franchise Agreement" by and between the City of Leesburg, Florida, hereinafter referred to as "Leesburg" and the City of Fruitland Park, Florida, hereinafter referred to as "Fruitland Park", and jointly referred to herein as the "Parties."

WHEREAS, the Parties entered into the Electric Franchise Agreement for the mutually beneficial purposes of authorizing Leesburg to provide electric services within the municipal boundaries of Fruitland Park; and

WHEREAS, in accordance with the terms of the Electric Franchise Agreement, in 2009, Fruitland Park exercised its option rights to purchase the assets as described in Section 6 of the Electric Franchise Agreement; and

WHEREAS, to date the purchase and sale transaction pursuant to Fruitland Park's option rights has not been completed, Leesburg has continued to provide electricity service to Fruitland Park and the Parties have operated under the terms of the Electric Franchise Agreement essentially pursuant to the automatic extension provisions of Section 6; and

WHEREAS, the Electric Franchise Agreement is in full effect and has not been terminated by either party; and

WHEREAS, due, in part, to the new electrical facilities which would be required by the proposed development known as "The Villages of Fruitland Park", the Parties wish to amend certain terms of the Electric Franchise Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. The above-stated whereas clauses are agreed to by the Parties and adopted as true and correct.
2. The term of the franchise rights as set forth in Section 1 of the Electric Franchise Agreement is hereby extended so that the term shall now expire at midnight on December 31, 2018. The expiration of the extended term on December 31, 2018 shall act as an automatic exercise of Fruitland Park's option to purchase those certain assets described in Section 6 of the Electric Franchise Agreement and the valuation and payment terms contained therein shall be applicable and binding upon the Parties. The notice and milestone dates set forth in Section 6 of the Electric Franchise Agreement, shall apply as if Fruitland Park had exercised its option to purchase as of December 31, 2018. Upon expiration of the extended term, the Electric Franchise Agreement shall continue and remain in full force and affect until such time as Fruitland Park's

purchase referred to above is completed. In the event that the referenced purchase is not completed on or before December 31, 2019, the term of the Electric Franchise Agreement shall automatically extend so that the term will expire on December 31, 2043. However, if Fruitland Park is working diligently and in good faith to complete a purchase as of December 31, 2019, Fruitland Park shall be allowed a reasonable extension of time to complete such purchase. Moreover, Fruitland Park reserves the right at the end of any five (5) year period commencing January 1, 2020 until expiration of this agreement and extension thereof, to purchase the distribution system, lines, conduits, and other conveyances for distribution of electric energy or property used under or in connection with the franchise or right, or such part of such property, real and personal located within the corporate limits of Fruitland Park as of the date of the purchase by Fruitland Park which Fruitland Park may desire to purchase. Valuation for any such purchase shall remain as set forth in the Electrical Franchise Agreement. Upon expiration of the Electric Franchise Agreement as of December 31, 2043, unless otherwise agreed to in writing by the Parties, the term of the Electric Franchise Agreement shall automatically extend on a year to year basis until terminated by either party upon one hundred and twenty (120) days written notice to the non-terminating party.

3. As further consideration for this Amendment Fruitland Park agrees that its 2009 purchase option exercise is withdrawn and of no future effect.

4. All other terms and conditions of the Electric Franchise Agreement shall remain unchanged and in full force and effect.

5. The Effective Date of this Amendment shall be the date that the last party signs as set forth below.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date set forth below.

Attest:

**City of Leesburg**

By: Betty M. Richardson  
City Clerk

By: David Knowles  
Mayor David Knowles  
Date: November 18, 2013

Attest:

**City of Fruitland Park**

By: [Signature]  
City Clerk

By: Chris Bell  
Mayor Chris Bell  
Date: November 21, 2013

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO ELECTRIC FRANCHISE AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE CITY OF FRUITLAND PARK; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute the First Amendment to the Electric Franchise Agreement Between the City of Leesburg and the City of Fruitland Park.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 18th day of November, 2013.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

RESOLUTION NO. 83- 2032

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT WITH THE CITY OF FRUITLAND PARK FOR THE PURPOSE OF FURNISHING ELECTRICAL ENERGY TO FRUITLAND PARK FOR MUNICIPAL PURPOSES AND OBTAINING EXCLUSIVE RIGHT TO SELL ELECTRICAL ENERGY WITHIN THE CORPORATE LIMITS OF FRUITLAND PARK, FLORIDA.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

That the Mayor-Commissioner and the City Clerk of the City of Leesburg, Florida, are hereby authorized and directed to execute on behalf of the City of Leesburg, Florida, an Agreement, entitled "Electrical Franchise Agreement," between the City of Leesburg and the City of Fruitland Park, Florida, for the purpose of furnishing electrical energy to Fruitland Park for municipal purposes and for the purpose of obtaining the exclusive right to sell electrical energy within the corporate limits of Fruitland Park, Florida, a copy of said agreement being attached hereto.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, on the 10<sup>th</sup> day of October, 1983.


  
\_\_\_\_\_  
Sanna Henderson, Mayor-Commissioner

ATTEST:

  
\_\_\_\_\_  
James C. Schuster, City Clerk

124:clfpe:100783:21

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution/~~Ordinance~~ adopted by the City Commission at its meeting held Oct. 10, 1983, and that same has not been amended or repealed since the date of its adoption.

  
\_\_\_\_\_  
City Clerk - Deputy City Clerk

ELECTRICAL FRANCHISE AGREEMENT

WHEREAS, the City of Fruitland Park, Lake County, Florida, a municipal corporation, organized and existing under the provisions of Chapter 12755, Laws of Florida, Special Acts of 1927, and Amendments thereto, hereinafter referred to as the "Grantor," and the City of Leesburg, a municipal corporation organized and existing under Chapter 9820, Laws of Florida, Special Acts of 1923, and Amendments thereto, hereinafter referred to as the "Grantee," have been negotiating for the purpose of entering into a franchise agreement wherein and whereby the said Grantee would have the sole and exclusive privilege and right of selling electrical energy within the corporate limits of said City of Fruitland Park, as well as furnishing electrical energy to the Grantor for municipal purposes, and,

WHEREAS, the said City of Fruitland Park and the City of Leesburg have arrived at an agreement and meeting of the minds on said subject, and,

WHEREAS, the City Commission of said City of Fruitland Park has authorized the officials of the City of Fruitland Park to enter into such franchise agreement,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said City of Fruitland Park, Lake County, Florida, and the City of Leesburg, also in Lake County, Florida, do hereby agree as follows:

SECTION 1: That the said City of Fruitland Park does hereby give and grant unto the City of Leesburg, and to its legal representatives, successors and assigns, the right and privilege of a franchise for constructing, maintaining and operating for a period of twenty-five (25) years, in the said City of Fruitland Park, electric substations, distribution systems and other lighting systems for the purpose of lighting the streets or public squares of the Grantor and the dwellings, houses and places of business of its inhabitants, and for distributing and/or transmitting electric energy for the purpose of light, power and heat, or any other purpose for which electricity may be used.

SECTION 2: That the City of Leesburg shall have for a period of twenty-five years, the privilege, franchise, power, right and authority to lay, erect and maintain in and upon the squares, streets, avenues, alleys, bridges, and/or other public thoroughfares and parks of the Grantor, as

they now exist or may hereafter be constructed, opened, laid out or extended within the present limits of the Grantor, or within such territory as may hereafter be added to it, all necessary poles, or other supports, conductors or appliances for the poles or other means of conveyance to be used in transmitting electric energy for the purpose of lighting, heat or power, or for such other purposes as electricity may be used, and for these purposes the authority and right is hereby granted to make all necessary excavations in said squares, streets, avenues, alleys or other thoroughfares and parks of the Grantor, provided that in the event that any streets, alleys, parks or other public properties are excavated, altered or changed, the same shall be replaced and/or restored by the City of Leesburg at its expense to the same condition existing before such alteration, excavation or other work was done; and the Grantee shall have the right, power and authority to fasten and to stretch and lay along the line of said poles or other means of conveyance, all the wires or other media necessary for transmitting and conveying the electric energy to be used in said business, together with all the rights and privileges necessary or convenient for the full use or enjoyment thereof, including the right to trim, cut and keep clear all trees and limbs along said lines that may in any way endanger the proper operation of the same; and Grantee shall have the right, privilege and authority to construct, erect and maintain within the limits of the Grantor electric substations, distribution systems, or other lighting systems and devices that may be required for distributing electricity and for carrying on the business aforesaid; provided that in accomplishing the purpose aforesaid the streets of said Grantor shall not be unreasonably obstructed, and that such work shall be done and carried on in conformity with such reasonable rules and regulations with reference thereto as may be adopted by the City Commission of the Grantor for the protection of the public; provided further that any building or other structures erected by the Grantee under this franchise within the territorial limits of the Grantor shall be constructed in accordance with present or future zoning laws, rules and regulations applicable thereto as may be adopted by the Grantor; provided however, that any application by the Grantee for rezoning or variance shall not be unreasonably withheld by the Grantor; and provided further, that the said Grantee shall assume all liability for damage or personal injury caused by its negligence in doing such work.

SECTION 3: That the Grantee shall, at its sole cost and expense, furnish and maintain an adequate modern electrical distribution system in the City of Fruitland Park sufficient to meet the requirements of the users of electricity therein, and to maintain reasonably uninterrupted service sufficient to meet such requirements; provided however, the Grantee shall not be liable or responsible for interruption of service or voltage fluctuation as the result of fire, strike, riot, vandalism, explosion, failure of defective equipment or materials, flood, wind storm, lightning, accidents, acts of God, or the public enemy, or any act by the supplier of bulk electrical energy to the Grantee or other acts beyond the control of the Grantee, but the Grantee shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the Grantee to refuse to deliver electrical energy after the cause of the interruption has been removed; and that the Grantee does not guarantee that the supply of electrical energy furnished hereunder shall be free from interruption occasioned by any of the causes heretofore mentioned, and it is agreed that such interruption shall not constitute a breach of this contract on the part of the Grantee. With respect to restoration of the distribution of electrical energy, the Grantee shall not discriminate among its customers, including the Grantor, and the services rendered hereunder shall be on an equal basis. The City of Leesburg agrees that the materials to be used in the construction and maintenance of the electrical distribution system shall be equal to those generally used throughout the City of Leesburg, and that under the provision of this franchise it will give to the City of Fruitland Park and its inhabitants the same favorable consideration extended to the inhabitants of the City of Leesburg under like conditions.

SECTION 4: That, as a further consideration of this franchise, said City of Fruitland Park agrees not to engage in the businesses of distribution and selling electrical energy during the life of this franchise or any extension thereof in competition with the City of Leesburg, its legal representatives, successors and assigns.

SECTION 5: That the said Grantee shall have the right and privilege to enlarge such substations and distribution systems, increase the number of poles, conveyances or appliances, extend its wires, lines or conveyances, and to generally develop or change its service or methods to meet the growth and progress of said City of Fruitland Park and to conform to the scientific



and mechanical advancement and discovery of the age, and that such work shall be done and carried on in conformity with such reasonable rules and regulations with reference thereto, as may be adopted by the City Commission of the Grantor, that are within and conform to state and federal regulations relating to the transmission and sale of electrical energy.

SECTION 6: The City of Fruitland Park reserves the right at the expiration of five (5) years after the effective date of this agreement and after any five (5) year period until expiration of this agreement, or at any time after the initial period of twenty-five (25) years, to purchase the distribution system, lines, conduits, and other conveyances for distribution of said electric energy or property used under or in connection with the franchise or right, or such part of such property, real and personal located within the corporate limits at the date of the purchase by said City of Fruitland Park, which grantor may desire to purchase, for which valuation shall be determined and mutual agreement, excepting from this reservation, all distribution lines, constructed outside the corporate limits of the City of Fruitland Park and all transmission lines owned by the City of Leesburg and connected with its general system of distribution and used for the purpose of serving areas other than grantor herein.

In the event the City of Fruitland Park exercises its option to purchase, it shall notify the City of Leesburg of its intention to do so by written notice at least nine (9) months prior to the expiration of said period, with the name of a professional appraisal firm, qualified by education and experience to perform utility asset appraisals for electric distribution systems. Such appraisal firm shall be independent and not affiliated in any manner with the City of Leesburg, City of Fruitland Park or any electric company, cooperative, district or municipal electric system. No later than six (6) months prior to the expiration of said period, the professional appraisal firm shall submit an appraisal of the assets to be purchased to the City of Leesburg. If the City of Leesburg does not agree with the appraisal submitted as the purchase price of the system, it may select its own independent appraiser to conduct an appraisal of the assets to be purchased. Such appraisal shall be completed within four (4) months of the receipt of the appraisal from the City of Fruitland Park. If after receipt of the second appraisal, agreement is not reached on the purchase price, then the two appraisers shall select a third appraiser for the purpose of arriving at a valuation agreed to by the majority of the

appraisers. Each party shall bear the expense of its own appraiser, with the cost of the third to be borne equally by the parties; provided however that if no sale is consummated, all appraisal costs and fees will be borne by the prospective purchaser. In the event that a valuation is not agreed upon by the majority of the appraisers, either party may invoke arbitration pursuant to Chapter 682, Florida Statutes. Purchase price shall be paid within thirty (30) days after the final determination of the purchase price. In the event of such purchase, all rights of the City of Leesburg under this franchise shall terminate, except as herein specifically reserved or as set forth as a consideration in or for this agreement, and the City of Leesburg shall have no further right to render electric service to consumers supplied by lines or conduits or conductors so purchased by grantor, except upon consent and permit of the City of Fruitland Park. In the event that the City of Fruitland Park purchases from the City of Leesburg the distribution system as described in this paragraph, and subsequently wishes to sell it, the City of Fruitland Park shall first offer to sell the distribution system to the City of Leesburg. After receiving notification from the City of Fruitland Park that it wishes to sell the distribution system, the City of Leesburg shall give notice of its desire to repurchase the system within three (3) months. In this event, the negotiation and arbitration provisions of this paragraph shall likewise apply to a repurchase of the distribution system by the City of Leesburg.

In the event the City of Fruitland Park does not wish to exercise its option to purchase at the end of twenty-five (25) years as set forth herein, this agreement shall be extended on a year to year basis until terminated by either party after four (4) months written notice of such election to terminate has been delivered to the other party.

SECTION 7: That the City of Leesburg shall have the right to make reasonable rules and regulations for the use of electric energy sold and distributed by the Grantee to private parties and for municipal purposes, and the Grantee agrees that the rates charged for such electric energy shall at no time be more than the rates charged for electric energy to consumers within the City of Leesburg for similar services. It is further understood that the City of Leesburg shall have the right and authority to discontinue service to any customer for non-payment of utility charges, utility taxes or franchise fees, or such other charges as may be applicable, in accordance

with such reasonable rules and regulations as may be established by the City of Leesburg.

The City of Leesburg agrees to furnish electric energy to the City of Fruitland Park for municipal purposes at rates, charges, and conditions as set out below and for the period covered by this franchise granted to the City of Leesburg as follows:

METERS: All electrical energy consumed by facilities owned, leased, or operated by the Grantor, except unmetered street lights, shall be measured by means of watt-hour meters and billing for such electrical energy consumption shall be based thereon; provided, however, that demand meters shall be installed wherever and whenever the facility qualifies therefor. The Grantee shall notify the Grantor of any change in the municipal rate at least thirty (30) days prior to the effective date of such change.

STREET LIGHTS: All unmetered street lights now existing or installed in the future in the City of Fruitland Park shall be maintained, repaired, installed or re-installed or replaced by the Grantee, including lamps, fixtures, arms, ballasts, photoelectric cells, switches, standards and other appurtenances necessary to the normal maintenance and operation of unmetered street lights, during the life of this agreement.

The Grantor shall pay to the Grantee a monthly flat-rate charge per unmetered street light in accordance with the current published flat-rate street light charge of the Grantee as is now or hereafter in effect for the Grantee. Such flat-rate monthly charge shall cover all installation and maintenance costs and the cost of electrical energy consumed by said unmetered street lights.

RATES TO CONSUMERS: The Grantee shall furnish electrical energy to all consumers within the corporate limits of the City of Fruitland Park in accordance with the published and established schedules of rates and regulations for the purchase of electrical energy, as are now or hereafter in effect for consumers within the corporate limits of the City of Leesburg. Consumers shall be subject to the rules and regulations of the Grantee for the purchase of electrical energy, provided however, that in the event any of such rules and regulations conflict with the terms of this Agreement, then the terms of this Agreement shall govern.

SECTION 8: That the Grantee shall have the exclusive right to enter into such contracts or agreements concerning the joint use of its poles, conduits or other facilities for the erection or furnishing of compatible

services including, but not limited to, telephone, telegraph, and cable television service, as it may in its discretion desire, so long as it will not unreasonably interfere with the discharge of the obligations of the Grantee hereunder. Any and all income derived from said joint use of poles, conduits or other facilities shall accrue solely and exclusively to the Grantee.

SECTION 9: That, as a further consideration for the granting of this franchise, the said City of Leesburg shall, during the term of this franchise, pay to the City of Fruitland Park as one of the expressed conditions and considerations for the franchise, rights and privileges granted and conferred by this Agreement, a franchise fee which shall be computed on the gross revenues derived from the sale of electric energy consumed within the corporate limits of the City of Fruitland Park during the term of this franchise, excepting therefrom the gross revenues derived from the sale of electric energy delivered to and consumed by the Grantor for municipal purposes. Beginning with the effective date of this Agreement and terminating on September 30, 1984, a twelve percent (12%) franchise fee shall be passed along to consumers within the corporate limits of the City of Fruitland Park in accordance with the "direct" method for application of such fee as established by Florida Public Service Commission Order No. 8524, dated October 11, 1978, and Rule 25-6.100, Florida Administrative Code, effective May 16, 1983. Beginning October 1, 1984 and effective with the balance of the term of this agreement the franchise fee as established above will be billed at the rate of eight percent (8%). Payments of the franchise fee shall be computed and paid monthly, becoming due on the last day of the month succeeding the month's billings to which the fee is applied. Grantee reserves the right to adjust the amount of gross revenues at any time by the amount of bad debts for uncollectable accounts served within Grantor's corporate limits. The records kept by the Grantee of the accounts for electric service within the corporate limits of the Grantor shall be open for inspection by the proper officials of the Grantor at reasonable intervals during normal business hours.

SECTION 10: That, as a further consideration for the execution of such Agreement and franchise on the part of the Grantee, the City of Fruitland Park shall assess no ad valorem taxes against any real or personal property owned by the City of Leesburg within Grantor's corporate limits during the term of said franchise; and any license tax imposed by the Grantor upon the

Grantee for doing business within the said City of Fruitland Park shall not exceed the sum of five dollars (\$5.00) per annum during the term of such franchise.

SECTION 11. That, each and every month, the City of Leesburg will bill, collect and pay to the City of Fruitland Park in the same manner as the franchise fee discussed in Section 9, any utility tax that might be levied by the grantor pursuant to Chapters 166.231 or 166.232, Florida Statutes, which tax shall be billed to each consumer within the corporate limits of the City of Fruitland Park, excepting therefrom those consumers which are, by law, tax exempt. It is understood and agreed that the City of Fruitland Park shall by written notice immediately notify the City of Leesburg of any change in the utility tax. For this tax collection service, the City of Fruitland Park shall pay to the City of Leesburg each month a fee at the rate of three percent (3%) of the first one thousand dollars (\$1,000) and one percent (1%) of the remainder of the utility tax so collected for that month, which is the same rate as that presently allowed by the State of Florida for businesses which collect the State sales tax.

SECTION 12: This Agreement supersedes, as of the effective date hereof, all previous agreements, contracts or representations, whether written or verbal, heretofore in effect by and between the City of Leesburg and the City of Fruitland Park with respect to matters herein contained, and constitutes the sole Agreement by and between the parties hereto concerning such matters. The effective date of this Agreement shall be November 1, 1983.

IN WITNESS WHEREOF the said City of Leesburg and the said City of Fruitland Park have caused this franchise agreement to be executed by their duly authorized and acting officials as of the 10<sup>th</sup> day of October, 1983.

CITY OF FRUITLAND PARK, FLORIDA

CITY OF LEESBURG, FLORIDA

By: Tom Shepherd  
Mayor

By: Sanna Henderson  
Mayor-Commissioner

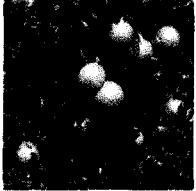
ATTEST: Nancy Cannarino  
City Clerk

ATTEST: [Signature]  
City Clerk/Finance Director



CITY  
OF  
LEESBURG

The Complete City



November 9, 1983

Mr. Roman Yoder  
City Manager  
City of Fruitland Park  
P. C. Box 158  
Fruitland Park, FL 32731

Subject: Clarification of Section 6, Paragraph (1)  
In Electric and Natural Gas Franchise Agreements

Dear Mr. Yoder:

In accordance with our conversation concerning paragraph (1) of Section 6 of the Electric and Natural Gas Franchise Agreements effective November 1, 1983, I offer this letter to further clarify its meaning. This paragraph is one complete sentence, however the section that is to be further clarified reads as follows; "Excepting from this reservation, all distribution lines, (mains and pipes laid or), constructed outside the corporate limits of the City of Fruitland Park and all transmission lines (or mains) owned by the City of Leesburg and connected with its general system of distribution and used for the purpose of serving areas other than grantor herein." In the light that we have discussed this paragraph and have agreed that this section means that all electric transmission lines and natural gas lines and mains which pass through the City of Fruitland Park which serve areas other than the City of Fruitland Park with natural gas or electricity respectively are exempt from purchase by the City of Fruitland Park in accordance with this section.

Please indicate the concurrence by the City of Fruitland Park with this clarification and understanding by your signature below. I will make copies of this letter and attach it with the agreement for further reference. Should you have any questions, please give me a call.

Sincerely yours,

Rex Taylor  
City Manager

RT:mo

The City of Fruitland Park concurs with the clarification so stated above.

Roman Yoder, City Manager

11/10/83

Date



**AGENDA ITEM  
NUMBER  
8j**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Second Reading and Public Hearing – Ordinance 2018-019 Commercial Parking Definition			
<b>For the Meeting of:</b>	November 8, 2018			
<b>Submitted by:</b>	City Manager/Community Development Director			
<b>Date Submitted:</b>	October 30, 2018			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes. Proposed ordinance and proof of advertisement.			
<b>Description of Item:</b>	<p>Second Reading and Public Hearing on proposed Ordinance 2018-019 amending the commercial parking definitions under subsection 151.020 of the land development code. The first reading was held on October 11, 2018.</p>			
<b>Action to be Taken:</b>	Enact Ordinance 2018-019 to become effective immediately as provided by law.			
<b>Staff's Recommendation:</b>	Approval.			
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor

**ORDINANCE 2018-019**

**AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE DEFINITION OF COMMERCIAL PARKING IN CHAPTER 151 OF THE *LAND DEVELOPMENT CODE*; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR DIRECTIONS FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE**

**WHEREAS**, under its home rule powers, the City of Fruitland Park may regulate land use matters of the Land Development Code; and

**WHEREAS**, the City Commission from time to time provides updates and amendments to the Land Development Code in order to provide proper clear interpretation of adopted regulations within the City; and

**WHEREAS**, the City Commission of the City of Fruitland Park desires to amend the Fruitland Park Land Development Code; and

**WHEREAS**, the City Commission of the City of Fruitland Park hereby finds and determines that the provisions of this Ordinance advance a legitimate public purpose and promote and protect the public health, safety, morals and welfare of the public.

NOTE: Underlined words constitute additions to the original text of the *Land Development Code*; ~~strikethroughs~~ constitute deletions to the original text of the *Land Development Code*; and asterisks (\*\*\*) indicate omissions from the original text of the *Land Development Code* which is intended to remain unchanged.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AS FOLLOWS**

**SECTION 1. Legislative Findings and Intent.** The City of Fruitland Park City Commission has complied with all requirements and procedures of the Florida Law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. Implementing Administrative Actions.** The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 3: Amendments to the City's Land Development Code.** The following Land Development Code Sections and Sub-Sections shall be amended:



**Note:** Underlined words constitute additions while ~~striketrough~~ constitutes deletions, and asterisks (\*\*\*) indicate an omission from the existing text which is intended to remain unchanged.

## CHAPTER 151

### DEFINITIONS AND INTERPRETATIONS

#### **SECTION 151.010: *INTERPRETATIONS OF CERTAIN TERMS AND WORDS*\*\*\***

#### **SECTION 151.020: *DEFINITIONS*\*\*\***

**COMMERCIAL PARKING** – An area where vehicles, including, but not limited to, automobiles, trucks, recreational vehicles or boats are parked for storage within the appropriate zoning district. Commercial parking does not include the overnight parking of commercial vehicles associated with the on-site business.

**SECTION 4. SAVINGS PROVISION.** All prior actions of the City of Fruitland Park pertaining to Land Development Code, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5. CONFLICTS.** All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

**SECTION 6. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon enactment.

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

---

Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

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Esther Coulson, CMC, City Clerk

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Anita Geraci-Carver, City Attorney

Commissioner Mobilian \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Bell \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Vice Mayor Gunter \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Mayor Cheshire \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Passed First Reading October 11, 2018

Passed Second Reading \_\_\_\_\_

(SEAL)

# The Villages® DAILY SUN

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


Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad** in the matter of **NOTICE OF PUBLIC HEARINGS ORDINANCE 2018-019**, was published in said newspaper in the issues of

**SEPTEMBER 28, 2018**  
**OCTOBER 26, 2018**

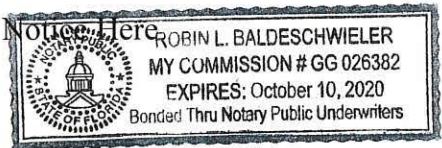
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake,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

  
(Signature Of Affiant)

Sworn to and subscribed before me this 29  
day October 2018.

  
Robin L. Baldeschwieler, Notary

Personally Known X or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Attach  Notice Here

## NOTICE OF PUBLIC HEARINGS

**ORDINANCE 2018-019**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE DEFINITION OF COMMERCIAL PARKING IN CHAPTER 151, OF THE *LAND DEVELOPMENT CODE*; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR DIRECTIONS FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE

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

- Fruitland Park City Commission Meeting on October 11, 2018 at 6:00 p.m.
- Fruitland Park City Commission Meeting on November 8, 2018 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731.

The full proposed ordinance may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.

**RESOLUTION 2004-014**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; RELATING TO QUASI-JUDICIAL HEARINGS; ESTABLISHING PROCEDURES FOR THE DISCLOSURE OF EX PARTE COMMUNICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statute 286.0115 allows municipalities to remove the presumption of prejudice attached to ex parte communications with local public officials in quasi-judicial proceedings through the adoption of a resolution or ordinance establishing a process for the disclosure of such communications; and

**WHEREAS**, the City Commission of the City of Fruitland Park desires to implement the provisions of F.S. 286.0115 with respect to quasi-judicial proceedings which occur before the City Commission as well as city boards and committees.

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

**Section 1.** The following procedures shall apply with regards to any quasi-judicial matters before the City Commission or any board or committee of the City:

**Procedures for quasi-judicial hearings;  
Disclosure of ex parte communications.**

(a) *Intent.* Pursuant to Section 286.0115(1), Florida Statutes, it is the intent of the city commission that this section is intended to remove the presumption of prejudice from *ex parte* communications with city officials and to permit, among other things, site visits, the receipt of expert opinion, and the review of mail and other correspondence relating to quasi-judicial proceedings by said city officials. .

(b) *Definitions.* As used in this section, the following terms shall be defined as follows:

- (1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.
- (2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective

or part of the evidence with regard to a quasi-judicial action pending before the commission or board on which the city official serves. *Ex parte* communications occur at other than a public meeting of the board on which the city official serves at which the quasi-judicial action discussed has been publicly noticed.

- (3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.
- (4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.
- (5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

(c) *Ex parte communications between city officials and members of the public.*

- (1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.
- (2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

however, shall restrict a city official access to city staff or expert witness or consultant retained by the City.

(3) Disclosure.

- (A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.
- (B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.
- (C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.
- (d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.
- (e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.
- (f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or


written communication, the document shall be placed in the official file regarding the pending quasi-judicial matter and maintained in the city clerk's records.

- (g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.
- (h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.

**Section 2.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

**Section 3.** This resolution shall be effective upon passage.

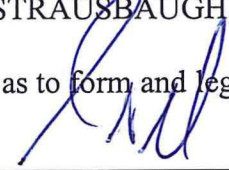
**PASSED AND RESOLVED** this 24<sup>th</sup> day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.

  
\_\_\_\_\_  
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:

  
\_\_\_\_\_  
MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:

  
\_\_\_\_\_  
Scott A. Gerken, City Attorney



Select Year:  

## The 2018 Florida Statutes

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

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

### **286.0115 Access to local public officials; quasi-judicial proceedings on local government land use matters.** –

(1)(a) A county or municipality may adopt an ordinance or resolution removing the presumption of prejudice from ex parte communications with local public officials by establishing a process to disclose ex parte communications with such officials pursuant to this subsection or by adopting an alternative process for such disclosure. However, this subsection does not require a county or municipality to adopt any ordinance or resolution establishing a disclosure process.

(b) As used in this subsection, the term “local public official” means any elected or appointed public official holding a county or municipal office who recommends or takes quasi-judicial action as a member of a board or commission. The term does not include a member of the board or commission of any state agency or authority.

(c) Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with any local public official the merits of any matter on which action may be taken by any board or commission on which the local public official is a member. If adopted by county or municipal ordinance or resolution, adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with local public officials.

1. The substance of any ex parte communication with a local public official which relates to quasi-judicial action pending before the official is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before final action on the matter.

2. A local public official may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a local public official shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

3. Local public officials may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

4. Disclosure made pursuant to subparagraphs 1., 2., and 3. must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication. This subsection does not subject local public officials to part III of chapter 112 for not complying with this paragraph.

(2)(a) Notwithstanding the provisions of subsection (1), a county or municipality may adopt an ordinance or resolution establishing the procedures and provisions of this subsection for quasi-judicial proceedings on local government **land** use matters. The ordinance or resolution shall provide procedures and provisions identical to this subsection. However, this subsection does not require a county or municipality to adopt such an ordinance or resolution.

(b) In a quasi-judicial proceeding on local government **land** use matters, a person who appears before the decisionmaking body who is not a party or party-intervenor shall be allowed to testify before the decisionmaking



body, subject to control by the decisionmaking body, and may be requested to respond to questions from the decisionmaking body, but need not be sworn as a witness, is not required to be subject to cross-examination, and is not required to be qualified as an expert witness. The decisionmaking body shall assign weight and credibility to such testimony as it deems appropriate. A party or party-intervenor in a quasi-judicial proceeding on local government **land** use matters, upon request by another party or party-intervenor, shall be sworn as a witness, shall be subject to cross-examination by other parties or party-intervenors, and shall be required to be qualified as an expert witness, as appropriate.

(c) In a quasi-judicial proceeding on local government **land** use matters, a person may not be precluded from communicating directly with a member of the decisionmaking body by application of ex parte communication prohibitions. Disclosure of such communications by a member of the decisionmaking body is not required, and such nondisclosure shall not be presumed prejudicial to the decision of the decisionmaking body. All decisions of the decisionmaking body in a quasi-judicial proceeding on local government **land** use matters must be supported by substantial, competent evidence in the record pertinent to the proceeding, irrespective of such communications.

(3) This section does not restrict the authority of any board or commission to establish rules or procedures governing public hearings or contacts with local public officials.

**History.**—s. 1, ch. 95-352; s. 31, ch. 96-324.



**AGENDA ITEM  
NUMBER  
8k**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Second Reading and Quasi-Judicial Public Hearing – Ordinance 2018-021 Rezoning		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Manager/Community Development Director		
<b>Date Submitted:</b>	October 31, 2018		
<b>Are Funds Required:</b>		Yes	No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b> Second Reading and Quasi-Judicial Public Hearing on Ordinance 2018-021 Rezoning – Neighborhood Commercial – North of East Berckman Street – Petitioner: Larry Smith. First reading was held on October 11, 2018.f			
<b>Action to be Taken:</b> Enact Ordinance 2018-021 to become effective as provided by law.			
<b>Staff's Recommendation:</b> Approval.			
<b>Additional Comments:</b> None			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the  Regular  Consent agenda: \_\_\_\_\_  
Mayor

**ORDINANCE 2018 - 021**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.75 ± ACRES OF THE PROPERTY FROM RESIDENTIAL PROFESSIONAL (RP) TO NEIGHBORHOOD COMMERCIAL (C-1) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a petition has been submitted by Larry Smith, Trustee, as Owner, requesting that approximately 0.75 acres of real property generally located north of East Berckman and west of US 27/441 (the "Property") be rezoned from Residential Professional (RP) to Neighborhood Commercial (C-1) within the city limits of Fruitland Park; and

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

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

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

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

Section 1. The following described property consisting of approximately 0.75 ± acres of land generally located north of East Berckman and west of US 27/441 shall hereafter be designated as C-1, Neighborhood Commercial, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

**LEGAL DESCRIPTION:** Begin 100 feet East of the Northwest corner of the South ½ of Block 15 of Fruitland Park, according to the Plat thereof as recorded in Plat Book 3, Page 9, of the Public Records of Lake County, Florida, and run thence South 4 feet, thence East 3 feet, thence South 12 feet, thence West 3 feet, thence South 178.5 feet, thence East 170 feet, thence North 194.5 feet, thence West 170 feet to the Point of Beginning, in Section 4, Township 19 South, Range 24 East.

**Parcel Alternate Key No. 1324378**

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

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

Section 6. This Ordinance shall become effective immediately upon adoption.

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

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, CMC, City Clerk

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

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

Passed First Reading October 11, 2018

Passed Second Reading \_\_\_\_\_

**ORDINANCE 2018 - 021**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.75 ± ACRES OF THE PROPERTY FROM RESIDENTIAL PROFESSIONAL (RP) TO NEIGHBORHOOD COMMERCIAL (C-1) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a petition has been submitted by Larry Smith, Trustee, as Owner, requesting that approximately 0.75 acres of real property generally located north of East Berckman and west of US 27/441 (the "Property") be rezoned from Residential Professional (RP) to Neighborhood Commercial (C-1) within the city limits of Fruitland Park; and

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

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

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

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

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**Parcel Alternate Key No. 1324378**

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

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

Section 6. This Ordinance shall become effective immediately upon adoption.

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

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

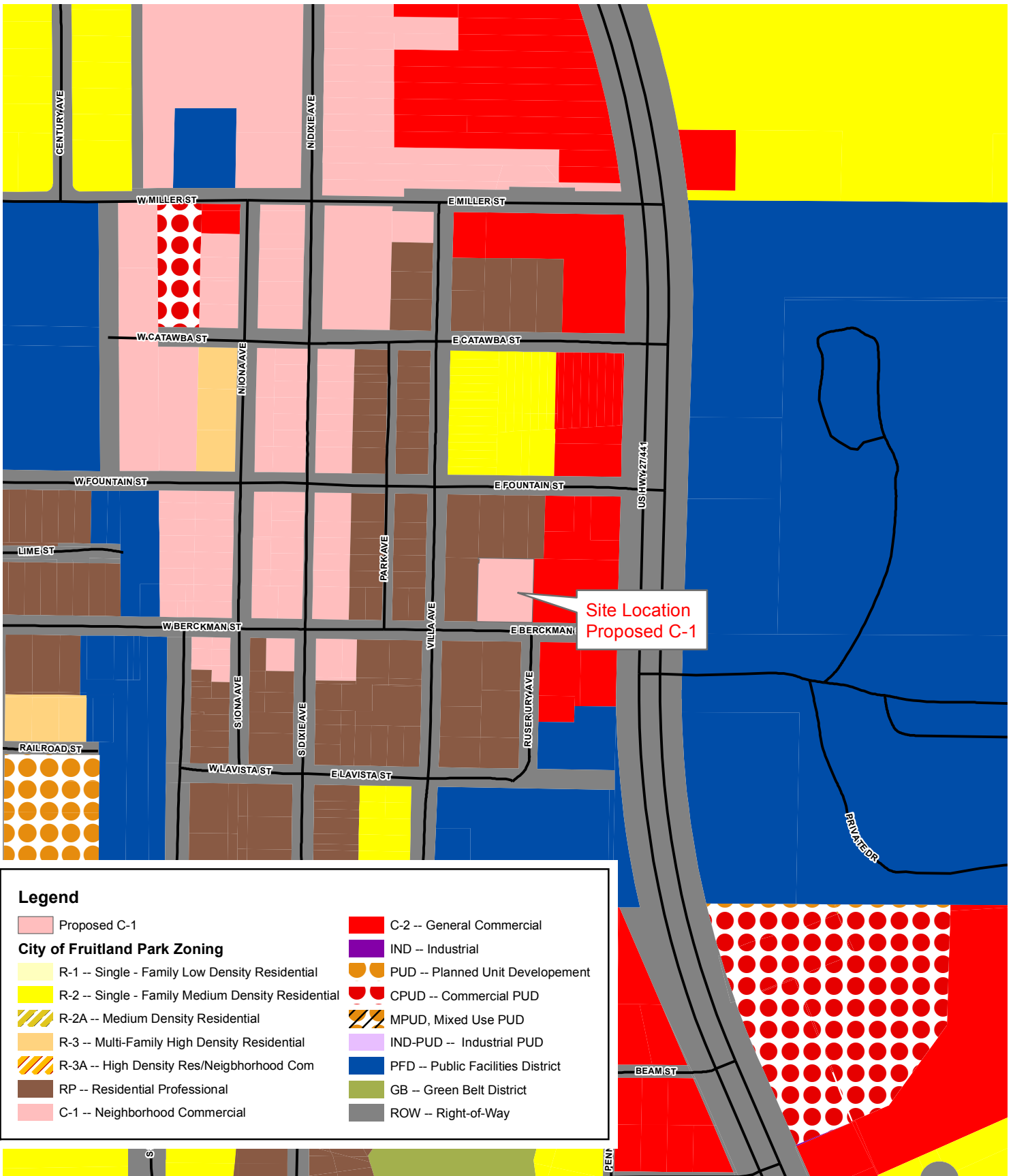
\_\_\_\_\_  
Esther Coulson, CMC, City Clerk

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

Commissioner Mobilian	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice-Mayor Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

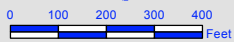
Passed First Reading October 11, 2018

Passed Second Reading \_\_\_\_\_



**Legend**

- |   |                                   |
|---|-----------------------------------|
| Proposed C-1                                      | C-2 -- General Commercial         |
| <b>City of Fruitland Park Zoning</b>              | IND -- Industrial                 |
| R-1 -- Single - Family Low Density Residential    | PUD -- Planned Unit Development   |
| R-2 -- Single - Family Medium Density Residential | CPUD -- Commercial PUD            |
| R-2A -- Medium Density Residential                | MPUD, Mixed Use PUD               |
| R-3 -- Multi-Family High Density Residential      | IND-PUD -- Industrial PUD         |
| R-3A -- High Density Res/Neighborhood Com         | PFD -- Public Facilities District |
| RP -- Residential Professional                    | GB -- Green Belt District         |
| C-1 -- Neighborhood Commercial                    | ROW -- Right-of-Way               |

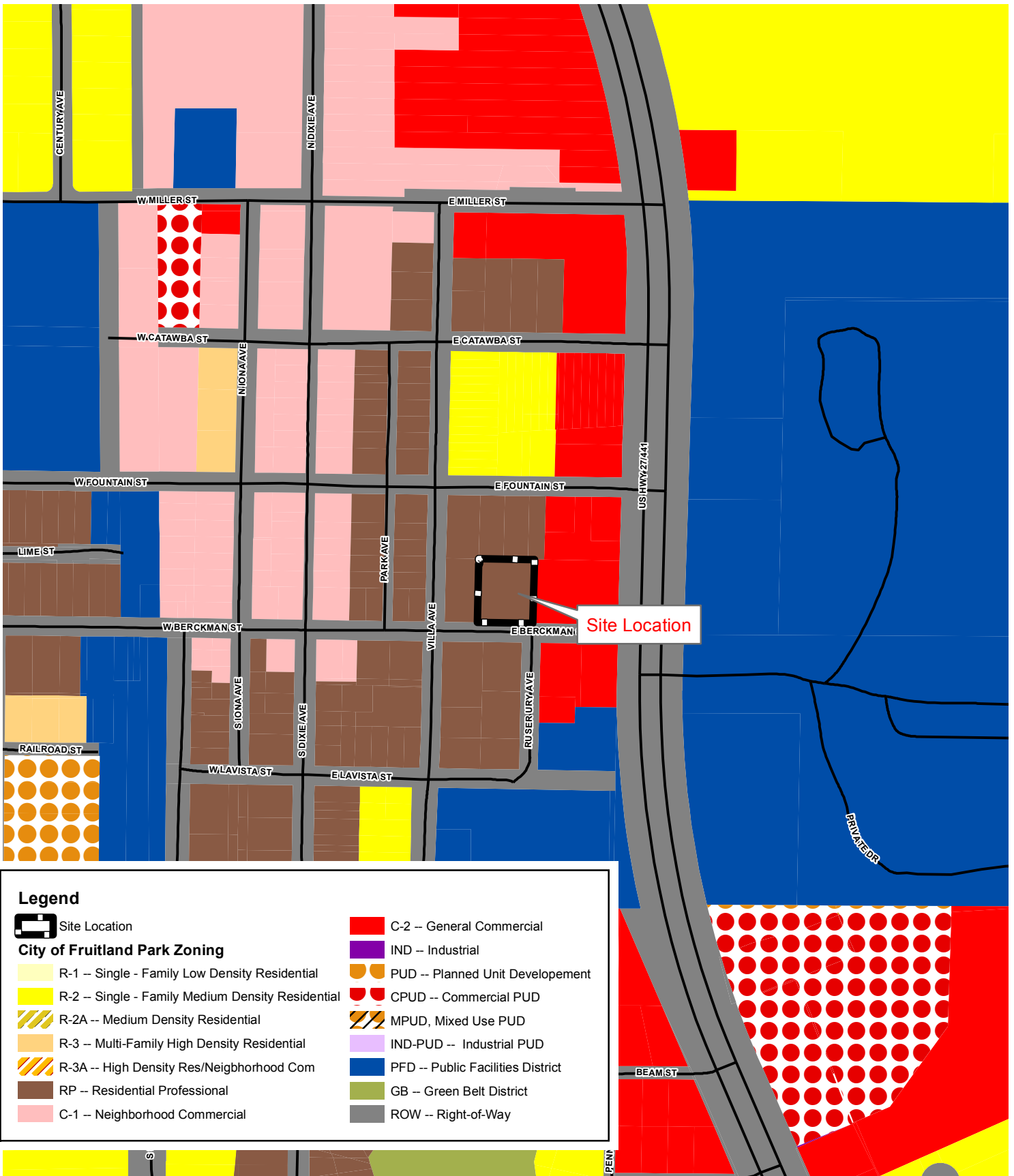


1 inch = 400 feet

**City of Fruitland Park**  
**Larry J Smith**  
 Lake County, Florida  
 Proposed Zoning - C-1

Project: 398-18-03  
 File: Proposed Zoning.mxd  
 Name: Larry J Smith  
 PM: Sherie Lindh  
 Date: May 8, 2018  
 Created By: J.Meier  
 Revised: J. Meier 10/15/18





**Legend**

Site Location

**City of Fruitland Park Zoning**

- |   |                                   |
|---|-----------------------------------|
| R-1 -- Single - Family Low Density Residential    | C-2 -- General Commercial         |
| R-2 -- Single - Family Medium Density Residential | IND -- Industrial                 |
| R-2A -- Medium Density Residential                | PUD -- Planned Unit Development   |
| R-3 -- Multi-Family High Density Residential      | CPUD -- Commercial PUD            |
| R-3A -- High Density Res/Neighborhood Com         | MPUD, Mixed Use PUD               |
| RP -- Residential Professional                    | IND-PUD -- Industrial PUD         |
| C-1 -- Neighborhood Commercial                    | PFD -- Public Facilities District |
|   | GB -- Green Belt District         |
|   | ROW -- Right-of-Way               |



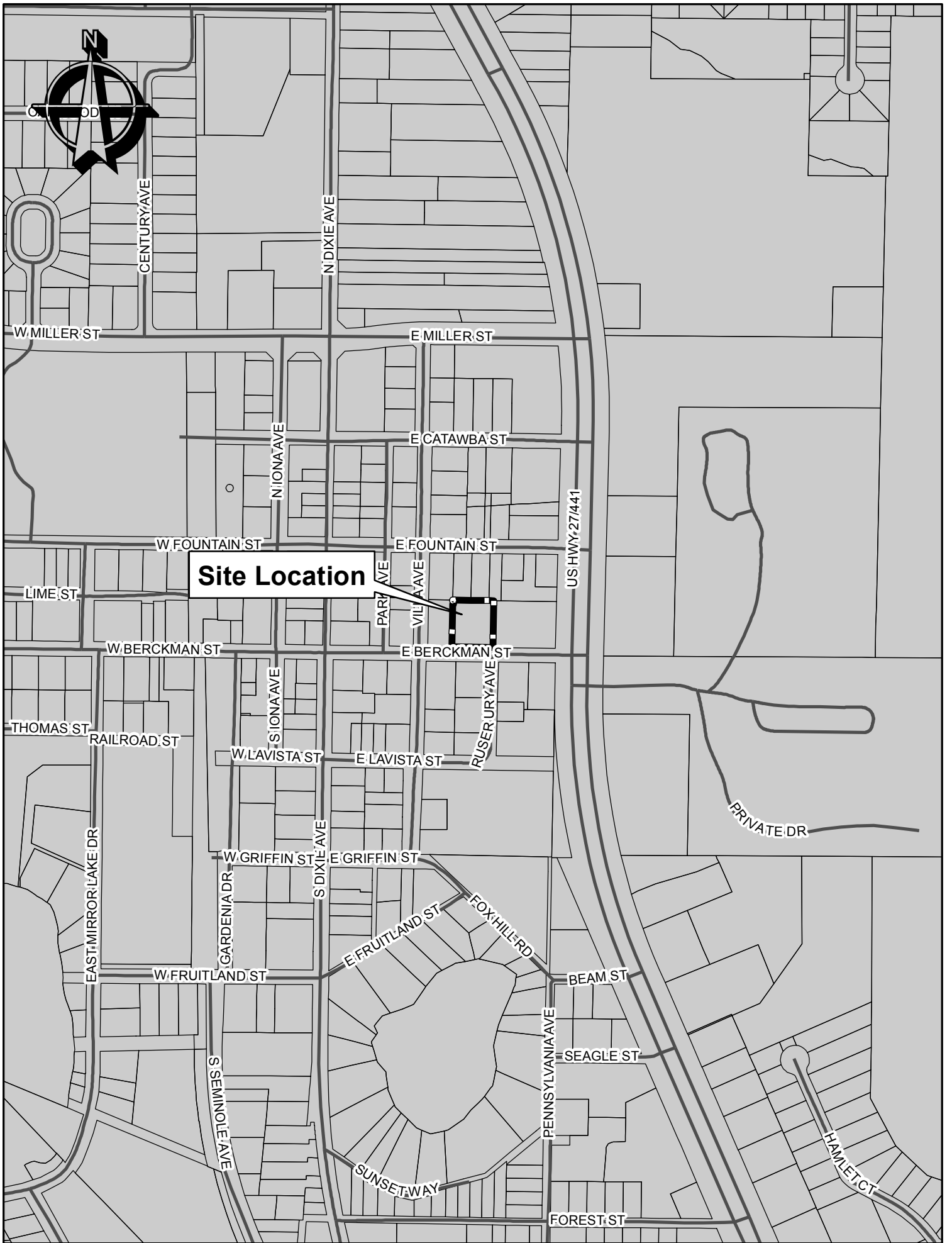
1 inch = 400 feet

**City of Fruitland Park**  
**Larry J Smith**  
 Lake County, Florida  
 Existing Zoning

Project: 398-18-03  
 File: Location.mxd  
 Name: Larry J Smith  
 PM: Sherie Lindh  
 Date: May 18, 2018  
 Created By: J.Meier







**Site Location**

CENTURY AVE

N DIXIE AVE

W MILLER ST

E MILLER ST

N IONA AVE

E CATAWBA ST

W FOUNTAIN ST

E FOUNTAIN ST

US HWY 27/441

LIME ST

**Site Location**

PARRY AVE

VILLAVILLE AVE

W BERCKMAN ST

E BERCKMAN ST

THOMAS ST

RAILROAD ST

S IONA AVE

W LAVISTA ST

E LAVISTA ST

RUSERY AVE

PRIVATE DR

EAST MIRROR LAKE DR

W GRIFFIN ST

E GRIFFIN ST

GARDENIA DR

S DIXIE AVE

E FRUITLAND ST

FOX HILL RD

W FRUITLAND ST

BEAM ST

S SEMINOLE AVE

PENNSYLVANIA AVE

SEAGLE ST

SUNSET WAY

FOREST ST

HAMLET CT

# The Villages<sup>®</sup> DAILY SUN

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

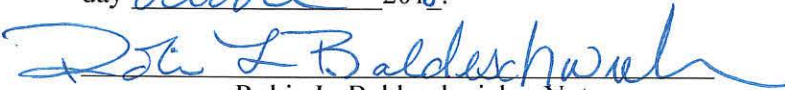
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad** in the matter of **NOTICE OF PUBLIC HEARINGS ORDINANCE 2018-021**, was published in said newspaper in the issues of

**SEPTEMBER 28, 2018**  
**OCTOBER 26, 2018**

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

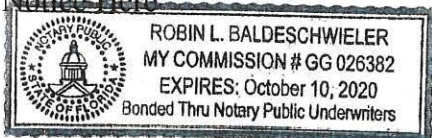
  
(Signature Of Affiant)

Sworn to and subscribed before me this 29  
day October 2018.

  
Robin L. Baldeschwieler, Notary

Personally Known X or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Attach Notice Here



## NOTICE OF PUBLIC HEARINGS

**ORDINANCE 2018-021**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.75 + ACRES OF THE PROPERTY FROM RESIDENTIAL PROFESSIONAL (RP) TO NEIGHBORHOOD COMMERCIAL (C-1) WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENERS ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

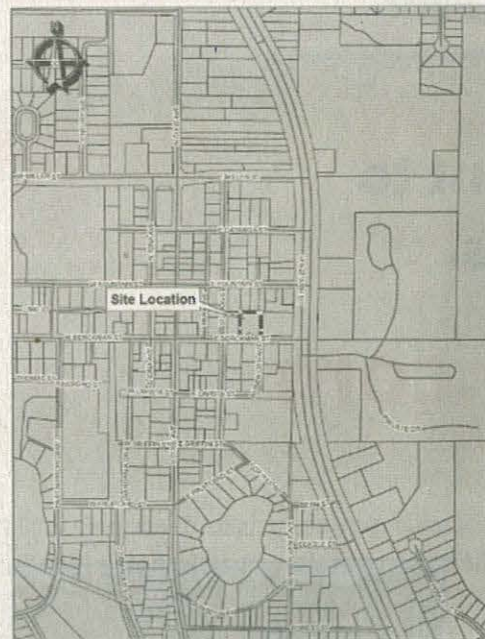
The proposed Ordinance will be considered at the following public meetings:

Commission Meeting on October 11, 2018 at 6:00 p.m.  
Fruitland Park City Commission Meeting on November 8, 2018 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731.

The proposed ordinance and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.





**AGENDA ITEM  
NUMBER**  
  
**9a**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Stop Sign - Olive Avenue and Mirror Lake Drive Intersection - Discussion		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Manager		
<b>Date Submitted:</b>	November 6, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>			
<b><u>Description of Item:</u></b>			
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the  Regular Consent agenda: \_\_\_\_\_  
Mayor



**AGENDA ITEM  
NUMBER  
9b**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	City Attorney Report		
<b>For the Meeting of:</b>	November 8, 2018		
<b>Submitted by:</b>	City Attorney		
<b>Date Submitted:</b>	November 5, 2018		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>			
<b>Amount Required:</b>			
<b>Balance Remaining:</b>			
<b>Attachments:</b>			
<b>Description of Item:</b>	<p>Please find below items to report to the City Commission.</p> <p><b><u>Notice of Claim – James Hartson:</u></b> No developments to report.</p> <p><b><u>Notice of Claim – Larry Odum:</u></b> No developments to report.</p>		
<b>Action to be Taken:</b>			
<b>Staff’s Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_

Authorized to be placed on the Regular Consent agenda: \_\_\_\_\_

Mayor



**AGENDA ITEM  
NUMBER  
10**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Public Comments			
<b>For the Meeting of:</b>	November 8, 2018			
<b>Submitted by:</b>	City Clerk			
<b>Date Submitted:</b>	October 31, 2018			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes			
<b>Description of Item:</b>				
<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>				
<b>Action to be Taken:</b> None.				
<b>Staff's Recommendation:</b>				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the agenda: \_\_\_\_\_  
Mayor

**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