

**FRUITLAND PARK CITY COMMISSION  
REGULAR MEETING AGENDA**

**July 11, 2019**

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

**6:00 p.m.**

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

Invocation – Reverend Dr. Pastor George A. Mulford III, Grace Bible Baptist Church

Pledge of Allegiance – Police Chief Erik Luce

**2. ROLL CALL**

**3. CONSENT AGENDA** (city clerk)

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

**(a) Approval of Minutes** (city clerk)

June 24, 2019 workshop and June 27, 2019 regular meetings.

**(b) Resolution 2019-027 Leesburg Aquatics Club Inc. - Agreement**  
(city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN LEESBURG AQUATICS CLUB, INC. AND THE CITY OF FRUITLAND PARK FOR USE OF GARDENIA PARK SWIMMING POOL; PROVIDING FOR AN EFFECTIVE DATE.

**(c) Resolution 2019-029 Provision of Library Services ILA** (city manager/library director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA relating to provision of library services; PROVIDING FOR AN EFFECTIVE DATE.

**4. REGULAR AGENDA**

**(a) Proposed Recreational Vehicle Park Discussion** (city manager)  
Discussion on proposed recreational vehicle park.

**(b) Resolution 2019-030 - Library – Gardenia Café Agreement – K&M Creative Catering LLC** (city manager/library director)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE LEASE AGREEMENT BETWEEN K & M CREATIVE CATERING, LLC AND THE CITY OF FRUITLAND PARK FOR OPERATING A CAFÉ WITHIN THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

**(c) Resolution 2019-025 - Water and Wastewater Proposal/Agreement – BESH** (city manager/city attorney)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT FOR WATER AND WASTEWATER MASTER PLAN BETWEEN BESH AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the June 27, 2019 regular meeting.)

**(d) Resolution 2019-032 – Utility Rate Study Adoption** (city attorney/city manager/city treasurer)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING UTILITY RATE STUDY DATED JUNE 13, 2019 AND PREPARED BY GOVRATES, INC.; PROVIDING FOR AN EFFECTIVE DATE.

**PUBLIC HEARING**

**(e) Resolution 2019-028 - Proposed Fire Assessment** (city treasurer/city attorney)  
A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES THROUGHOUT THE CITY OF FRUITLAND PARK; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF;

PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (The final fire assessment will be considered at the September 5, 2019 regular meeting.)

**(f) First Reading – Ordinance 2019-010 Restructure Water Utility Rates** (city attorney/city treasurer)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.60 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO RESTRUCTURE AND ADJUST THE WASTEWATER UTILITY RATES BASED ON THE RECOMMENDATIONS FROM THE UTILITY RATE STUDY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on July 25, 2019.)

**(g) First Reading – Ordinance 2019-011 Restructure Wastewater Utility Rates** (city attorney/city treasurer)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, RESTRUCTURE AND ADJUST THE WASTEWATER UTILITY RATES BASED ON THE UTILITY RATE STUDY RECOMMENDATIONS; TO BE EFFECTIVE JULY 26, 2019; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on July 25, 2019.)

**END OF PUBLIC HEARING**

**QUASI-JUDICIAL PUBLIC HEARING**

**(h) Quasi-Judicial Public Hearing – Second Reading - Ordinance 2019-004 – Rezoning – Petitioner: DGI Properties LLC** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.23 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO RESIDENTIAL PROFESSIONAL (RP) 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 first reading was held on June 27, 2019.)

**END OF QUASI-JUDICIAL PUBLIC HEARING**

**5. OFFICERS' REPORTS**

**(a) City Manager**

- i. Economic Development Status Update**
- ii. Telephone System Prices and Network Security Access Gateway (Sonic Wall Agreement) Discussion**
- iii. Electronic Signs and Monument Quotes – New Fruitland Park Library** (city manager/library director)  
Quotes for placement of a double-sided full color electronic sign video board to be installed inside a custom monument structure in front of the new Fruitland Park Library facing Berckman Street from the following companies:

- GoBrightLEDs for \$21,500,
- Mid-Florida Signs & Graphics for \$29,076, and
- Signs Plus New Ideas – New Technology Inc. for \$39,158

**(b) City Attorney**

- i. Notice of Claim – James Hartson**
- ii. Notice of Claim – Michael Fewless**
- iii. Burke's Bar-B-Q Company**
- iv. FMAA Annual Conference**

**6. PUBLIC COMMENTS**

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

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



Pursuant to Resolution 2013-023, public comments are limited to three minutes.

**7. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian**

**(b) Commissioner DeGrave**

**(c) Commissioner Bell**

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

**8. MAYOR'S COMMENTS**

**9. ADJOURNMENT**

**DATES TO REMEMBER**

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

July 12, 2019, Lake County League of Cities (LCLC), "Update on 2019 Legislative Session", Lake Legislative Delegation, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;

July 12, 2019, Movie on the Lawn *Bumblebee*, outside City Hall at 7:00 p.m.,

July 19, 2019, New Fruitland Park Library Grand Opening, 11:00 a.m.,

July 25, 2019, City Commission Meeting Regular at 6:00 p.m.;

July 29, 2019, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails Conference Room 2401 Woodlea Rd. Tavares, FL 32778, at 3:30pm.;

August 5, 2019, Lake County Arts and Cultural Alliance, Agency for Economic Prosperity, 20763 U.S. Highway 27, Groveland, Florida 34736 at 3:00 p.m.;

August 5, 2019, Lake County Arts and Cultural Alliance, Agency for Economic Prosperity, 20763 U.S. Highway 27, Groveland, Florida 34736 at 3:00 p.m.;

August 5-7, 2019, City Commission Meeting Workshops at 6:00 p.m.;

August 8, 2019, City Commission Meeting Regular at 6:00 p.m.;

August 9, 2019, LCLC, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m. – Cancelled;

August 9, 2019, Movie on the Lawn *Shazam*, outside City Hall at 7:00 p.m.,

August 22, 2019, City Commission Meeting Regular at 6:00 p.m.;

August 28, 2019, Lake-Sumter Metropolitan Planning Organization (MPO), Governing Board Meeting, MPO Office, Suite 217, 225 W. Guava Street Lady Lake, Florida 32159 at 2:00 p.m.;

September 2, 2019, Labor Day – City Offices Closed;

September 5, 2019, City Commission Meeting Special at 6:00 p.m.;

September 9, 2019, Lake County Arts and Cultural Alliance, Agency for Economic Prosperity, 20763 U.S. Highway 27, Groveland, Florida 34736 at 3:00 p.m.;

September 13, 2019, LCLC, Lake County Sheriff Peyton Grinnell, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;

September 19, 2019, City Commission Meeting Special at 6:00 p.m.

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

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

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

**CITY OF FRUITLAND PARK  
CONSENT AGENDA ITEM SUMMARY SHEET  
Item Number: 3a-c**

**ITEM TITLE:** Draft Regular Meeting Minutes and Resolutions  
**For the Meeting of:** July 11, 2019  
**Submitted by:** City Clerk/City Attorney/City Manager/Parks and Recreation Director/Library Director  
**Date Submitted:** July 2, 2019  
**Funds Required:** No  
**Account Number:** N/A  
**Amount Required:** N/A  
**Balance Remaining:** N/A  
**Attachments:** Yes (draft minutes and proposed resolutions)  
**Item Description:** Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote

- a. Approve the June 27, 2019 regular meeting and June 24 workshop meeting minutes as submitted if there are no corrections.
- b. Adopt Resolution 2019-027 adopting the agreement between Leesburg Aquatics Club, Inc. and the City of Fruitland Park, Florida, adopting the agreement between Leesburg Aquatics Club, Inc. and the City of Fruitland Park for use of Gardenia Park Swimming Pool; providing for an effective date.
- c. Adopt Resolution 2019-029 approving an interlocal agreement between Lake County, Florida and the City of Fruitland Park, Florida relating to provision of library services; providing for an effective date.

**Action to be Taken:** Approve the consent agenda.

**Staff's Recommendation:**

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**

**FRUITLAND PARK CITY COMMISSION REGULAR  
DRAFT MEETING MINUTES  
June 27, 2019**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, June 27, 2019 at 6:00 p.m.

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

**Also Present:** City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce, Interim Fire Chief Donald Gilpin and Deputy Fire Chief Tim Yoder, Fire Department; Public Works Director Dale Bogle; Community Development Director Tracy Kelley; Human Resources Director Diana Kolcun, and City Clerk Esther B. Coulson.

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

**ACTION:** 6:00:00 PM Mayor Cheshire called the meeting to order, Reverend Omega A. B. Collier, A.B., African Methodist Episcopal Church, gave the invocation, and Police Chief Luce led in the Pledge of Allegiance to the flag.

**2. ROLL CALL**

**ACTION:** 6:03:07 PM At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

**3. SPECIAL RECOGNITIONS**

**(a) Board and Community Service Recognition - C Bame**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation designating Thursday, June 27, 2019 as "*Connie Bame Day*"; expressed heartfelt gratitude for the many years she has devoted to the entire community and presented her with a plaque in recognition of her dedicated service as a member and chairperson of the City of Fruitland Park Planning and Zoning Board from 2004 to 2019.

**ACTION:** 6:03:19 PM After Ms. Bame accepted the plaque and proclamation with honor, the city commission wished her well in her future endeavor.

**(b) Elected Officials 2019 Institute for Elected Municipal Officials Advanced Certificate of Complete Award Florida League of Cities and Florida Institute of Government - Commissioner Patrick DeGrave**

**ACTION:** 6:06:52 PM Commissioner DeGrave accepted the certificate with appreciation.

**4. LOCAL PLANNING AGENCY (LPA)**

**ACTION:** 6:07:32 PM **By unanimous consent, the city commission recessed its meeting at 6:08 p.m. to the Local Planning Agency meeting.**

**5. COMMUNITY REDEVLEOPMENT AGENCY (CRA)**

**ACTION: 6:10:15 PM By unanimous consent, the city commission recessed its meeting at 6:10 p.m. to the Community Redevelopment Agency Planning meeting and reconvened at 6:21 p.m.**

**6. CONSENT AGENDA**

June 13, 2019 regular meeting minutes.

**ACTION: 6:10:47 PM On motion of Commissioner DeGrave, seconded by Commissioner Bell and unanimously carried, the city commission approved the consent agenda as previously cited.**

**7. REGULAR AGENDA**

**(a) Resolution 2019-024 - P&Z Board Appointment – A Goldberg**

Ms. Geraci-Carver read into the record Resolution 2019-024, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE CITY OF FRUITLAND PARK PLANNING AND ZONING BOARD; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

**ACTION: 6:12:56 PM A motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2014-024 as previously cited.**

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

**(b) Resolution 2019-025 - Water and Wastewater Proposal/Agreement – BESH - Postponed**

Ms. Geraci-Carver read into the record Resolution 2019-025, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT FOR WATER AND WASTEWATER MASTER PLAN BETWEEN BESH AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

In referring to the subject agreement, Mr. La Venia described the scope of work; relayed the request made at the June 25, 2019 meeting he and Mr. Bogle had with St John's River Water Management District on the need -- during the consumptive

use permit process which ought to be ten years -- for the city to update its comprehensive plan identifying locations for projected anticipated future growth and its potable and water and wastewater with the likelihood of same being a part of the system together with the related costs in the master plan.

Commissioner De Grave voiced concerns under subsection I.C., Surveying Documents *that all original documents . . . at all times shall remain the property of* Booth, Ern, Straughan & Hoitt Inc. (BESH) and subsection III.B., Limitation of Liability on special incidental, indirect or consequential damages arising later.

**ACTION: 6:22:05 PM After much discussion and on motion of Commissioner DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission postponed its action to adopt Resolution 2019-025 to the next meeting for staff to address the previously cited concerns with Booth, Ern, Straughan & Hoitt Inc. and report back to the city commission.**

**(c) Resolution 2019-026 - 2019/20 School Resource Officer Program School Board of Lake County Agreement**

Ms. Geraci-Carver read into the record Resolution 2019-026, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR THE SCHOOL RESOURCE OFFICER PROGRAM 2019/2020; PROVIDING FOR AN EFFECTIVE DATE.

**ACTION: 6:34:04 PM Following much discussion and on motion of Vice Mayor Gunter, seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-026 as previously cited.**

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

**(d) Vehicle and Equipment Quotes – Fire Department**

The city commission considered its action to approve one of the following vehicles and equipment quotes for the fire department:

- 2019 Ford Explorer 4-Door, Prestige Ford for \$36,561,
- 2019 Ford Explorer XLT, Bartow Ford for \$34,846,
- 2019 Chevy Tahoe Utility Vehicle, Stingray Chevrolet for \$45,529 with lights from HG2 Emergency Lighting for \$12,079,

- 2020 Chevy Tahoe Utility Vehicle, Stingray Chevrolet for \$34,088 with lights from Dana Safety Supply Inc. for \$9,641.91,
- 2020 Chevy Tahoe, Alan Jay Fleet Sales with lights for \$58,882.50, and
- Equipment installation, Dana Safety Supply Inc for \$9,641.91.

Interim Chief Gilpin addressed staff's numerous attempts to repair one of the exiting vehicles in the fire department fleet; requested replacement of same and recommended the selection of Stingray Chevrolet with lights from Dana Safety Supply totaling \$43,729.91 utilizing funds from the dedicated refund.

**ACTION: 6:38:30 PM After much discussion, and on motion of Commissioner Mobilian, seconded by Commissioner DeGrave and unanimously carried, the city commission accepted the interim fire chief's recommendation to approve the 2020 Chevy Tahoe Utility Vehicle from Stingray Chevrolet for \$34,088 with lights from Dana Safety Supply Inc. for \$9,641.91 as the lowest, responsive and responsible bidder.**

**(e) Utility Rate Increases Study Discussion**

Mayor Cheshire referred to the city commission's June 24, 2019 workshop meeting on the utility rate increases study; relayed the determination made to consider the rate increases which are to be incorporated into the proposed utility rate ordinance for the July 11 and July 26, 2019 regular meetings respectively, and recognized the average water bill increases.

**ACTION: 6:45:51 PM No action was taken.**

**PUBLIC HEARING**

**By unanimous consent, Mayor Cheshire opened this evening's public hearings.**

**QUASI-JUDICIAL PUBLIC HEARING**

**(f) Quasi-Judicial Public Hearing - First Reading - Ordinance 2019-004 – Rezoning – Petitioner: DGI Properties LLC**

After Ms. Geraci-Carver read into the record proposed Ordinance 2019-004, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.23 + ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO RESIDENTIAL PROFESSIONAL (RP) 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 second reading will be held on July 11, 2019.)

**ACTION: 6:47:22 PM By unanimous consent, the city commission accepted the Community Development Department Director's request, who was previously sworn, that testimony from the Local Planning Agency meeting held earlier this evening be transferred to this evening's agenda.**

**A motion was made by Vice Mayor Gunter and seconded by Commissioner Mobilian that the city commission approve Ordinance 2019-004 as previously cited.**

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

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

#### **END OF QUASI-JUDICIAL PUBLIC HEARING**

**(g) Second Reading and Public Hearing – Ordinance 2019-005 – Regulating Traffic Movement – Conservation Trail and Kauska Way Intersection Four-Way Stop**

It now being the time advertised to hold a public hearing to consider proposed Ordinance 2019-004, Ms. Geraci-Carver read into the record the following title and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONTROLLING AND REGULATING TRAFFIC MOVEMENT BY DESIGNATING THE INTERSECTION OF CONSERVATION TRAIL AND KAUSKA WAY AS A FOUR-WAY STOP; PROVIDING FOR DIRECTIONS AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT HEREIN; SETTING AN EFFECTIVE DATE. (The first reading was held on June 13, 2019.)

**ACTION: 6:49:04 PM A motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission enact Ordinance 2019-005 as previously cited to become effective 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**

**8. OFFICERS' REPORTS**

**(a) City Manager**

**i. Economic Development Status Update**

Mr. La Venia recognized the approval earlier this evening of the first CRA Business Improvement Matching Grant Façade Program Applications

Mr. La Venia reported on the number of potential investors desiring to develop commercial establishments on the CR 466A corridor.

ACTION: 6:50:09 PM For informational purposes.

**ii. Proposed RV Park Workshop Discussion**

Mr. La Venia reported on the recent proposal from Atwell LLC, an engineering, construction and consulting group on behalf of the developer, to apply for 26 acres of a luxury recreational vehicle (RV) park resort and the desire to purchase a portion of Mr. T. D. Burke's property (behind The School Board of Lake County's site bordering the Lake-Sumter County Line -- bounded on west by Oliver Lane, on the east by Micro Racetrack Road and on the south by CR 466A). He relayed the request to hold a workshop late July or early August 2019 before the city commission and recognized the number of questions relating to the proposal.

ACTION: 6:50:09 PM After discussion and upon Commissioner Bell's suggestion the city commission, **by unanimous consent, directed the city manager to obtain a list of criteria on the luxury recreational vehicle park resort and invite the consultant and Mr. Greg A. Beliveau, LPG Urban and Regional Planners Inc., retained by the city, to the next regular meeting prior to holding a city commission workshop requested by the developer.**

**(b) City Attorney**

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

Ms. Geraci-Carver did not address the notice of claim on James Hartson.

ACTION: 6:58:02 PM. No action was necessary

**ii. Notice of Claim – Michael Fewless**

Ms. Geraci-Carver did not address the notice of claim on Michael Fewless.

ACTION: 6:58:02 PM. No action was necessary

**iii. Burke's Bar B Q Co - Mr. T. D. Burke**

Later in the meeting, Ms. Geraci-Carver reported that nothing has been received from Burke's Bar B Q Company on the application to connect to the city's utility (water wastewater treatment plant (WWTP)) system and recognized the deadline of July 19, 2019 for him to comply. She requested the city commission's direction to file a lawsuit to enforce the terms of the development agreement and outlined the legal proceedings involved from the service of summons.

**ACTION: 6:58:21 PM. After much discussion and upon Commissioner DeGrave's suggestion, the city commission, by unanimous consent, directed the city attorney to commence with the service of summons to Mr. T. D. Burke, Burke's Bar B Q Company**

**iv. FRS**

Earlier in the meeting, Ms. Geraci-Carver referred to the June 14, 2019 email forwarded by Mr. La Venia from the State of Florida Department of Management Services (DMS) regarding the question on the city opting out of the Florida Retirement System (FRS). She relayed DMS' response that there are no provisions to opt out of the FRS which was only performed once through Legislature relief. (A copy of the email is filed with the supplemental papers to the minutes of this meeting.)

**ACTION: 6:58:02 PM. No action was necessary**

**v. Absence**

Ms. Geraci-Carver announced that she will not be present for the July 11 regular meeting as she will be attending the 38<sup>th</sup> Annual Florida Municipal Attorneys Association Seminar to be held from July 11 to 13, 2019 and responded to a question posed that Mr. Sandy Minkoff (former Lake County Attorney), will be attending the regular meeting on her behalf.

**ACTION: 7:06:59 PM. No action was necessary**

**9. PUBLIC COMMENTS**

Mr. Carl Yauk, The Villages of Fruitland Park resident, referred to Resolution 2019-025 Water and Wastewater Proposal/Agreement postponed earlier on this evening's agenda under Item 7.(b) and posed the following questions:

- the city commission's consideration to retain Jacobs Engineering Group, an engineering company retained by The Villages, which he regarded as reputable;
- the dollar amount still owed on the existing WWTP;
- the plan to foreclose and subsequently demolish property (addressed earlier this evening by the CRA) with the opportunity to implement a mini-park concept;
- an existing city master plan identifying developments and locations as a primary objective, and

- a contact person, known to him, who is a president of a high-end RV park.

Mses. Geraci-Carver, Racine, and Mr. La Venia had the following response to the previously cited questions posed by Mr. Yauk:

- the amount owed on the WWTP is approximately \$900,000;
- BESH has been reputable and has been retained by the city for some time; Rainey Construction Company has implemented work for the city on the new WWTP at The Villages, and the city would be required to seek proposals for engineering companies;
- the city adopted its 2035 comprehensive plan in 2016;
- a mini park concept would not be conducive for the location where there is a plan to foreclose and subsequently demolish property; four city parks have been utilized and improved over the past five years and developers are required under their planned unit development to develop parks to serve their respective neighborhood developments, and
- the president of the high-end RV park is invited to attend the next regular city commission meeting.

Mr. Carlisle Burke, City of Fruitland Park resident, voiced ongoing concerns relating to the county's placement of a curve on the Sunset Way dirt road intersection on to Dixie Avenue which he indicated has become a safety issue; referred to the hit-and-run traffic accident which involved his daughter and requested whether the city commission could contact the county to make improvements of same.

Mr. Burke pointed out the hill and the continued paving of Pennsylvania Avenue which has been washed out. After he requested that the city make a transition for both ends to prevent the washing out and pave 15 to 20 foot off the road, Mr. La Venia explained that staff could review same as part of the city's paving program.

With respect to the current properties including two units currently being complete, owned by Mr. Terry Ross, City of Fruitland Park resident, Mr. Burke reported that he has allegedly filled the property in and built it up higher than the land surrounding it causing water run off. Mr. Burke indicated that he is building three other units in the middle where it is presumed that he will repeat the process, and pointed out the agreement with the city commission to surrender 10 feet to widen Sunset Way which has since been torn and sodded to the edge of the roadway. Mr. Burke requested the city's assistance to check the current situation.

In response, Mr. La Venia explained that the building inspector and Ms. Kelley will review the matter and Mayor Cheshire requested that Mr. Bogle check the situation of the respective roads as outlined by Mr. Burke.

ACTION: 7:07:29 PM. No action was necessary

**10. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian**

Commissioner Mobilian referred to the June 26, 2019 Lake-Sumter Metropolitan Planning Organization Meeting he attended and recognized that funding towards the CR 466A roadway project on the priority list has been reprioritized with the anticipation for same to be complete in approximately two years.

In response, Mayor Cheshire announced that he has been scheduled to meet with District 33 State Representative Brett Hage after July 4, 2019 to obtain funds and Mr. La Venia has made arrangements to meet with District 12 Senator Dennis Baxley to determine how funds would be appropriated to complete the CR 466A corridor.

Commissioner Mobilian explained that he has since spoken with Dr. Gary Lester, The Villages Community Development District, and has a call into Senator Baxley.

ACTION: 7:17:57 PM. No action was taken.

**(b) Commissioner DeGrave**

Commissioner DeGrave stated that he has no comments at this time.

ACTION: 7:20:00 PM. No action was taken.

**(c) Commissioner Bell**

Commissioner Bell discussed discouraging the city from developing mobile homes in the city.

ACTION: 7:20:02 PM. No action was taken.

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

Vice Mayor Gunter stated that he has no comments at this time.

ACTION: 7:23:06 PM. No action was taken.

**11. MAYOR'S COMMENTS - Dates to Remember**

**Dates to Remember**

Mayor Cheshire announced the following dates:

- July 4, 2019, Independence Day Holiday – City Offices Closed;
- July 8, 2019, Lake County Tourist Development Council, Lake County Agriculture Center, 1951 Woodlea Road, Training Room A, Tavares, Florida 32778 at 9:00 a.m.;
- July 11, 2019, City Commission Meeting Regular at 6:00 p.m.;
- July 12, 2019, Lake County League of Cities (LCLC), “Update on 2019 Legislative Session”, Lake Legislative Delegation, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;

- July 12, 2019, Movie on the Lawn *Bumblebee*, outside City Hall at 7:00 p.m.,
- July 19, 2019, New Fruitland Park Library Grand Opening, 11:00 a.m.;
- July 25, 2019, City Commission Meeting Regular at 6:00 p.m.;
- August 5-7, 2019, City Commission Meeting Workshops at 6:00 p.m., and
- August 8, 2019, City Commission Meeting Regular at 6:00 p.m.;

ACTION: 7:23:08 PM. No action was taken.

**12. ADJOURNMENT**

**There being no further business to come before the city commission, the meeting adjourned at 7:24 p.m.**

The minutes were approved at the July 11, 2019 regular meeting.

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

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

**FRUITLAND PARK CITY COMMISSION WORKSHOP  
DRAFT MEETING MINUTES  
June 24, 2019**

A workshop meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Monday, June 24, 2019 at 6:00 p.m.

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

**Also Present:** City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Public Works Director Dale Bogle, and City Clerk Esther B. Coulson.

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

Mayor Cheshire called the meeting to order at 6:04 p.m. and 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 present.

Later in the meeting and **by unanimous consent, the city commission agreed with Mayor Cheshire's suggestion to set the time in which to conclude this evening's city commission workshop at 8:00 p.m.**

**3. UTILITY RATE STUDY**

Mayor Cheshire explained the purpose of this evening's workshop to address the utility rate study increase; review the recommendations and determine the type of rate increases to incorporate into the proposed water wastewater rate ordinance for consideration at a future meeting:

After Mayor Cheshire referred to the sheet of questions relating to the utility rate study decisions and recalled the Utility Rate Study for Fiscal Year 2018/19 Preliminary Results presentation made at the June 13, 2019 regular meeting by Mr. Bryan Mantz, Gov Rates Inc.

Upon request, Mr. Mantz gave a brief overview on reasons for a utility rate increase recognizing the potential financial implications in the FY 2018/19 general fund which is insufficient to subsidize same. He emphasized the need to increase the rates to expand the system; noted the need for economies of scale with potential development; and pointed out the existing Water and Wastewater Capacity Reservation Bulk Treatment Agreement with the Town of Lady Lake. (Copies of the sheet questions and the Utility Rate Study for Fiscal Year 2018/19 Preliminary Results are filed with the supplemental papers to the minutes of this meeting.)

After much discussion, Mr. Mantz suggested pledging additional general fund revenues and impact fees to repay the existing state revolving fund loans to meet the debt service

coverage problem -- if it is the city commission's desire to decide on less than what is proposed -- and recommended adopting a resolution in that regard.

After much discussion, Mr. Mantz referred to the city commission's actions at its June 13, 2019 regular meeting to produce a potable water system master plan and addressed the need for same to be incorporated as well as adopting a multi-year plan which can be reevaluated.

**Following extensive deliberations, the city commission made the following decisions on the Utility Rate Study for Fiscal Year 2018/19 Preliminary Results:**

- **agreed, by majority consent, to increase the water rates to 71.5% (25% cumulative over three fiscal years) to meet the minimum utility expenses debt service coverage requirement associated with the outstanding state revolving fund loan financing the city's water wastewater utility system (and with the three-year plan, reevaluating same for the first or second year and budgeting 25% in the general fund revenues towards the payment);**
- **agreed, by unanimous consent, to meet the revenue requirements by increasing the user rate revenue by 94%;**
- **agreed, by majority consent, changing the monthly base rate to match meter sizes for water and wastewater;**
- **agreed, by unanimous consent, to change the volumetric rates per 1,000 gallons four blocks for both water and irrigation service;**
- **agreed, by unanimous consent, to charge for 1,000 gallons to 3,000 gallons instead of including same in the base rate;**
- **agreed, by unanimous consent, to increase the wastewater user rate billing capacity from 7,500 gallons to 10,000 gallons;**
- **agreed, by unanimous consent, to increase the water residential base charge will remain the same for 3/4 inches and charge the base rate based on meter size;**
- **agreed, by unanimous consent, to increase the wastewater increase residential base charge from \$15.71 to \$20.00 and charge the base rate for commercial based on meter size;**
- **agreed, by majority consent, billing vacant or inactive accounts the monthly base charges for service where service is available;**
- **agreed, by unanimous consent, to adopt a policy to invoice customers for damage to the grinder pump components due to customer negligence, abuse or third-party acts; institute a first-time forgiveness program on the violation of the actual cost**

**of the grinder pump pro-rated over ten years, and provide a public educational information on same;**

- **agreed, by unanimous consent, to adopt increasing meter installation charge “actual cost plus 10% administration fee” for all meter sizes;**
- **agreed, by unanimous consent, not to develop a mandatory wastewater connection;**
- **accepted the city manager’s plan on June 25, 2019 to communicate with the Town of Lady Lake the payment of the wastewater impact fee service provisions in the Water and Wastewater Capacity Reservation Bulk Treatment Agreement with the Town of Lady Lake (as depicted in the utility rate study) recognizing the city attorney’s recent letter to the town, and**
- **agreed, by unanimous consent, to determine a rate of 25% increase each year over three years for The Villages, subject to the city manager’s negotiations with Central Sumter Utility Company LLC on the adjustment for base rates outlined in its agreement for wastewater services.**

Ms. Geraci-Carver addressed the intent to place a notice regarding the water and wastewater rate increases on the users’ water bills in July 2019; mentioned the city commission’s plan to consider at its July 11 and July 25, 2019 regular meetings respectively a proposed ordinance in that regard, and anticipated her review of the rate increases to be implemented by July 26, 2019.

**4. OTHER BUSINESS**

There was no other business to come before the city commission at this time.

**5. ADJOURNMENT**

**The meeting adjourned at 7:31 p.m.**

The minutes were approved at the July 11, 2019 regular meeting.

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

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



**RESOLUTION 2019-027**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN LEESBURG AQUATICS CLUB, INC. AND THE CITY OF FRUITLAND PARK FOR USE OF GARDENIA PARK SWIMMING POOL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the “CITY”), entered into an agreement with Leesburg Aquatics Club, Inc. (“Leesburg Aquatics”) to allow Leesburg Aquatics to use the pool at Gardenia Park under certain conditions (hereinafter referred to as the “Park”) thru September 30, 2019; and

**WHEREAS** Leesburg Aquatics would like to extend the term of the Agreement for an additional one year period from October 1, 2019 thru September 30, 2020; and

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

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to adopt the Agreement between the City and Leesburg Aquatics.

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

Section 1. The Agreement between Leesburg Aquatics Club, Inc., a Florida not-for-profit corporation, and the City of Fruitland Park (the “Agreement”), 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 11<sup>th</sup> day of July 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL                      CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

---

Chris Cheshire, Mayor

ATTEST:

---

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

---

Anita Geraci-Carver, City Attorney

## AGREEMENT

This Agreement is made on July 11, 2019 between **Leesburg Aquatics Club, Inc.**, a Florida not-for-profit corporation, (“Leesburg Aquatics”), P.O. Box 490475, Leesburg, FL 34749 and the **City of Fruitland Park** for the Parks and Recreation Department (“the City”), 201 West Berckman Street, Fruitland Park, Florida 34731 to use the City’s swimming pool for swim practice.

The parties agree to the following terms and conditions: This Agreement between the two parties will be valid until September 30, 2020 except if otherwise terminated as provided below:

1. Leesburg Aquatics will pay the City a total of \$3,000 annually in equal monthly installments of \$250.00 if the City installs a pool heater. If a pool heater is not installed, then Leesburg Aquatics will pay the City \$250.00 monthly for each month or partial month that Leesburg Aquatics uses the City’s swimming pool. Leesburg Aquatics’ use of the pool located at Gardenia Park shall be non-exclusive. Payment shall be due and payable to the City on or before the first of each month commencing October 1, 2019 and continuing each month as provided for herein for the term of this Agreement.
2. Leesburg Aquatics shall provide, at its sole expense, a dedicated certified lifeguard on stand whose sole purpose is to guard and shall not be involved with coaching during Leesburg Aquatics use of the pool. The lifeguards will be paid directly by Leesburg Aquatics.
3. Leesburg Aquatics may use the pool for its practices. The City of Fruitland Park Recreation Director and Leesburg Aquatics will work together to determine time schedules for Leesburg Aquatics’ usage based on availability of the pool.
4. Insurance: Leesburg Aquatics, at its expense, shall acquire and maintain at all times liability insurance in the amounts specified by the City, including but not limited to, workers’ compensation, required to cover its staff, employees and lifeguards who are involved in the performance of its obligations pursuant to this Agreement. Contractor’s insurance shall name the City of Fruitland Park as an additional insured and as a certificate holder. Leesburg Aquatics shall provide a copy of all current certificates of insurance and endorsements, naming the City as an additional insured and a certificate holder, required hereunder to City within five (5) business days of execution of the contract by both parties.
5. City shall not be liable for any and all damages, actions, suits, claims, and demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of Leesburg Aquatics’ use of the pool pursuant to this Agreement. In that regard, Leesburg Aquatics shall indemnify and defend and hold harmless City, its officers, directors, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney’s fees, costs and expenses of whatsoever kind or nature arising out of the performance of the terms of this Agreement, including those arising out of injury to or death of any individuals, whether arising before, during, or after use of the pool, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Leesburg Aquatics or its employees, lifeguards, agents, or volunteers.

6. If Leesburg Aquatics fails to make the necessary payment twice in a row, the City may terminate this contract immediately and will be assessed a penalty of two hundred dollars (\$200.00). Leesburg Aquatics will be required to pay the City all outstanding monies owed plus the penalty.
7. DISPUTE RESOLUTION.
  - a. The City and Leesburg Aquatics acknowledge that issues may arise between the parties during the term of this agreement. It is the intent of the parties that any such issues or disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.
  - b. To that end, any dispute that arises should be communicated as soon as either party becomes aware of an issue. If the Board of Leesburg Aquatics identifies an issue or the City identified an issue, the issue should be discussed by the Recreation Director of the City and Ellen Earley for Leesburg Aquatics, and if possible, resolved at this level.
  - c. If the disagreement cannot be resolved at the initial level, the City Manager of the City and Ellen Earley for Leesburg Aquatics shall meet and discuss and attempt to resolve the issue. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available.
8. Leesburg Aquatics shall comply with all applicable child care regulatory requirements.
9. Governing Law/Venue and Jurisdiction: This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction regularly sitting in Lake County, Florida.
10. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or verbal negotiations with regard hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.
11. 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.

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, Florida 34731.

Approved by the City Commission of the City of Fruitland Park, Florida this \_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA**

\_\_\_\_\_  
CHRIS CHESHIRE, MAYOR

ATTEST: (SEAL)

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

**LEESBURG AQUATICS CLUB, INC.,**

By: \_\_\_\_\_  
Walter Birriel, President

By: \_\_\_\_\_  
Kerri Privitera, Secretary

Dated: \_\_\_\_\_

**RESOLUTION 2019-029**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA RELATING TO PROVISION OF LIBRARY SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park is a member of the Lake County Library System;  
and

**WHEREAS**, the current Interlocal Agreement between Lake County and City of Fruitland Park Relating to Provision of Library Services expires September 30, 2019; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds entering into a new interlocal agreement with Lake County is beneficial to the City of Fruitland Park and its residents; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida, relating to the Provision of Library Services a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this 11<sup>th</sup> day of July 2019, by the City Commission of the City of Fruitland Park, Florida.

**CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA**

---

CHRIS CHESHIRE, MAYOR

ATTEST:

---

ESTHER COULSON, CITY CLERK

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

Approved as to form:

---

Anita Geraci-Carver, City Attorney

**INTERLOCAL AGREEMENT  
BETWEEN  
LAKE COUNTY  
AND  
CITY OF FRUITLAND PARK  
RELATING TO  
PROVISION OF LIBRARY SERVICES**

This is an Agreement between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, by and through its Board of County Commissioners, and the City of Fruitland Park, a municipal corporation pursuant to the Laws of Florida, located in Lake County, Florida, hereinafter referred to as “MUNICIPALITY” or “CITY”, by and through its City Commission.

**WITNESSETH:**

**WHEREAS**, the COUNTY and MUNICIPALITY believe it is mutually beneficial and in the public interest to enter into an agreement which provides equal access to public library service, without charge, for all residents of Lake County; and

**WHEREAS**, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

**WHEREAS**, both the COUNTY and the MUNICIPALITY are public agencies within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01; and

**WHEREAS**, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes the MUNICIPALITY to render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes the COUNTY to provide libraries and cultural facilities and programs; and



**WHEREAS**, the COUNTY is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

**WHEREAS**, the Lake County Board of County Commissioners is designated as the governing body that coordinates the library services and programs for the public library cooperative.

**NOW, THEREFORE**, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

**1. PURPOSE:**

The COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing unified library service without charge to residents of Lake County by participating in the cooperative operation of the Lake County Library System, a public library cooperative. In support of said purpose the COUNTY and the MUNICIPALITY endorse the *State Aid to Libraries Program* overarching goal to assist local governments in maintaining and developing vital library services, and specifically to:

- A. Provide equal access to free public library service to all residents of the service areas of the participating governments.
- B. Coordinate library service throughout the service areas.
- C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library service throughout the service area.

**2. DEFINITIONS:**

A. “Annual plan of service”, according to *State Aid to Libraries Guidelines*, means a document adopted or approved by the library system’s governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

B. “Governing body” shall mean the Lake County Board of County Commissioners.

C. “Library Advisory Board” shall mean the Lake County Library Advisory Board.

D. “Lake County Library System” shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library cooperative established through this Agreement and Lake County Code, Chapter 12, Article III.

E. “Local funds”, according to *State Aid to Libraries Guidelines*, means funds,

exclusive of any state and federal funds, that are expended centrally for the operation and maintenance of the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

F. "Participating Library's governing body" means the municipality that operates and supports a public library and participates in the Lake County Library System through an Interlocal agreement.

G. "Participating Library" or "Member Library" means a library which, through its governing body, has entered into an Interlocal Agreement with Lake County to provide library service, without charge, to the residents of Lake County.

H. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. The governing body administers or coordinates, through a single administrative head, the common services for libraries operated by those participating local governments that have agreed through interlocal or other agreements to provide library service across their combined legal service areas. The single administrative head must be employed full-time by either the cooperative's governing body or a local participating government. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports. Residents of the combined legal service area have equal free access to all services provided by the libraries of all the participating local governments.

I. "Reciprocal Borrowing" for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receive Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

J. "Resident" shall mean any individual who either owns real property or resides in Lake County on a permanent or continual basis. Required evidence of residency is outlined in Lake County Policy number LCC-8, *Lake County Library System Circulation and Registration*.

K. “Service area” shall mean Lake County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality; and in the case of the City of Leesburg, service area means the utility district.

L. “Single administrative head”, according to *State Aid to Libraries Guidelines*, means the individual who is employed full-time by the Board of County Commissioners who is responsible for managing or coordinating the Lake County Library System.

M. “Single library administrative unit” means Lake County and, according to *State Aid to Libraries Guidelines*, means an eligible political subdivision under Section 257.17, *Florida Statutes*, designated by a county to be responsible for managing or coordinating free library service to its residents.

N. “State Aid to Libraries Grants Program”, according to *State Aid to Libraries Guidelines*, means a continuing state grant authorized by Chapter 257, *Florida Statutes*, for eligible library entities.

O. “*State Aid to Libraries Guidelines*”, means the publication which specifies mandatory requirements for eligibility in the State Aid to Libraries Grants Program.

P. “Total Circulation” for the purposes of this Interlocal Agreement shall mean the sum of all items circulated by the MUNICIPALITY to library patrons and all items circulated by the MUNICIPALITY to another Lake County Library System library in a fiscal year, based on circulation reports generated by the library automation system.

**3. TERM:**

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2022, unless terminated earlier in accordance with the provisions of the Agreement.

**4. TERMINATION:**

Either party to this Agreement may terminate the Agreement without cause by giving the other party sixty (60) days advance written notice.

**5. ADDITION OF NEW MEMBERS:**

A library may become a member of the Lake County Library System by meeting the criteria and following the guidelines outlined in Lake County Policy number LCC-7, *Lake County Library System Guidelines and Minimum Standards for Public Libraries Entering the County Library System* and by obtaining approval of the Board of County Commissioners.

**6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:**

The Board of County Commissioners is designated as the governing body of the Lake County Library System, a public library cooperative, to administer or coordinate the library services and programs of the Lake County Library System. According to *State Aid to Libraries Guidelines*, this involves policy-making, planning, budgeting, and employing the single administrative head of the library system, and entering into contracts on behalf of the library system.

**7. LIBRARY ADVISORY BOARD:**

A. There shall be a Library Advisory Board, whose responsibilities shall be to:

- (1) Study and make recommendations to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending countywide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library directors and the single administrative head; and
- (2) Make recommendations regarding the COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members shall be appointed with one (1) from each commission district. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of Commissioners shall not be bound by such recommendations. In addition, the City shall have one (1) member on the Lake County Library Advisory Board who shall be designated by its City Commission. Upon designation, the City member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the members whom they represent as alternates. Either the appointed board member or the alternate member may attend Library Advisory Board meetings and each has voting authority. However, if the board

member and the alternate are both present at a Library Advisory Board meeting, only the appointed board member shall have voting authority; not the alternate member.

An appointment to fill any vacancy on the Library Advisory Board shall be for the remainder of the unexpired term of office. If the City appointment fails to attend three (3) consecutive regular meetings, the Library Advisory Board is required to recommend that the Board of County Commissioners or the appointing municipality declare that member's office vacant. The Board of County Commissioners or municipality shall fill such vacancy as set forth herein.

The subsequent addition of participating libraries shall result in the addition of one seat per additional participating library on the Library Advisory Board and such seat shall be filled as set forth herein.

C. Terms of appointment and composition of the Library Advisory Board are further described in *Lake County Code, Chapter 12, Article III*.

## **8. OWNERSHIP AND DISPOSITION OF PROPERTY, MATERIALS AND EQUIPMENT:**

### **A. MUNICIPALITY shall own:**

- (1) Library materials, equipment, and other goods purchased by the COUNTY for and placed in the participating library using MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.
- (2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for the MUNICIPALITY, with a value less than \$1,000.00 at the time of purchase, except for those described in Section 8(B).
- (3) All items purchased using the MUNICIPALITY's local funds.
- (4) All items purchased by the MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in a separate agreement.

### **B. COUNTY shall own:**

- (1) Items purchased by the COUNTY, using COUNTY, state, or federal funds, as a part of the COUNTY's networked library computer and telecommunications systems, regardless of item location or placement.

Items shall include, but may not be limited to, hardware, software, and licenses.

- (2) Equipment purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY with a value in excess of \$1,000.00 at the time of purchase.
- (3) All items purchased for the single administrative unit using the COUNTY's local funds, or State Aid Operating and federal grant funds.
- (4) All items purchased by the COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

C. The COUNTY, in consultation with the participating library director, may remove, relocate, or replace COUNTY owned equipment located at the MUNICIPALITY's participating library as deemed necessary or advantageous to the Lake County Library System.

#### **9. LOCAL AUTHORITY:**

The MUNICIPALITY and the COUNTY shall remain autonomous and each shall retain control of its facilities, operations, functions, and local funds. For example:

A. Each shall determine the level of library service for its community to be incorporated in the long range plan of service.

B. All authority with respect to MUNICIPALITY funding of library programs and services or expenditures from the MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditures from the COUNTY revenues and sources shall lie solely with the COUNTY.

C. Trust funds, individual gifts or donations made to a library shall remain the property of the governmental entity to which they were given.

D. The MUNICIPALITY's library facility shall remain the property of the MUNICIPALITY, and the COUNTY's facilities shall remain the property of the COUNTY. Operations, maintenance and repairs shall be effected through operating budgets from appropriations allocated by the owning entity. Maintenance, modification, sale or lease of the real property shall be the responsibility of the owning entity.

E. All paid staff of the MUNICIPALITY's participating library shall remain

employees of the MUNICIPALITY, and all paid COUNTY library staff shall remain employees of the COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

**10. SINGLE ADMINISTRATIVE HEAD:**

A. According to established COUNTY policies and procedures, the Board of County Commissioners is responsible for hiring the single administrative head, who shall be employed full-time, and shall be under the supervision of the County Manager or designee. The single administrative head shall be the head of the Lake County Library System, a public library cooperative, and according to *State Aid for Libraries Guidelines* shall have completed a library education program accredited by the American Library Association and shall have had at least two years of successful, full-time paid professional experience, after completing the library education program, in a public library that is open to the public at least forty (40) hours a week. The Board of County Commissioners may establish additional qualifications for the single administrative head and shall set positions, salary structure and benefits.

B. According to *State Aid for Libraries Guidelines*, the single administrative head shall be responsible for the overall management or coordination of the library system within the framework established by this Interlocal or other agreements, plans, policies, and budgets. Responsibility for managing or coordinating the following activities may not be delegated through Interlocal or other agreements:

- (1) Development of a single long range plan for all library outlets;
- (2) Development of a single annual plan of service;
- (3) Development of a Lake County Library System budget;
- (4) Implementation of the long range plan, an annual plan of service and the budget;
- (5) Preparing reports on behalf of the library system; and
- (6) Expending all State Aid to Libraries grants.

**11. LONG RANGE PLAN FOR LIBRARY SERVICE, ANNUAL PLAN OF SERVICE AND COMBINED BUDGET:**

A. According to *State Aid to Libraries Guidelines*, in order to be eligible to receive a State Aid to Libraries Grant, the Lake County Library System shall have on file with the State Library a current copy of the following:

- (1) A long range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three-to-five year period;
- (2) A current annual plan of service adopted by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and
- (3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long range plan for the operation and development of county-wide library service. The long range plan shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Board of County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Board of County Commissioners shall adopt the long range plan at a public hearing. Prior to adopting the long range plan, the Library Advisory Board shall review and make recommendations to the Board of County Commissioners. The Board of County Commissioners shall consider these recommendations, but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

C. The annual plan of service will be based on the long range plan of service and the combined budget; and will be developed by the single administrative head in cooperation with participating library directors, and the Library Advisory Board. In adopting the annual plan of service, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board, but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by the MUNICIPALITY, the MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Board of County Commissioners.



The combined budget shall not include funds to be expended for the purchase or construction of a library building.

E. In accordance with *State Aid to Libraries Guidelines*, the COUNTY and the MUNICIPALITY agree to spend funds in accordance with the Lake County Library System's long range plan, annual plan of service, and budget for those funds that the Lake County Library System will report on a State Aid application as having been expended centrally.

**12. FISCAL RESPONSIBILITY:**

The COUNTY shall procure an independent audit annually of all funds administered by the single administrative head. The audit shall be prepared and presented to the MUNICIPALITY and to the State Library of Florida within thirty (30) days following acceptance of the audit by the COUNTY.

The MUNICIPALITY shall provide a copy of its audit for each fiscal year to the COUNTY and the single administrative head within thirty (30) days following acceptance of the audit by the MUNICIPALITY. By August 1 of each year, the MUNICIPALITY shall submit to the COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for the MUNICIPALITY.

**13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:**

A. The COUNTY shall allocate a base amount of fifteen thousand dollars (\$15,000) per year to the MUNICIPALITY to assist with funding of programs and services at its participating library. In addition to the annual base amount, the COUNTY shall distribute to the MUNICIPALITY its share of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on the MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to the MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

- Total amount appropriated to the MUNICIPALITY
- Base amount
- The MUNICIPALITY's percentage share of all member libraries' total

circulation for fiscal year prior to previous fiscal year

- Total Appropriation to all member libraries for current fiscal year
- Number of member libraries

$$a = b + c * [d - (b * e)]$$

B. In consideration of these allocations the MUNICIPALITY:

- (1) Shall provide library services to all residents of the COUNTY;
- (2) Shall use COUNTY funds to enhance current library services provided by its participating library;
- (3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;
- (4) Shall not use COUNTY funds annually allocated to the MUNICIPALITY for the purchase or construction of a library building.
- (5) Shall enter and maintain accurate patron records on the Lake County patron database.

C. It is the intent of the parties that the distribution of COUNTY funds to the various participating libraries be made on a fair and equitable basis. Accordingly, the formula for disbursing COUNTY funds to participating libraries set forth in Section 13(A) above may be changed only upon the approval of all of the participating libraries' governing bodies and the Board of County Commissioners.

D. The COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, the COUNTY may propose an increase or decrease based on current financial circumstances or changes in library services. The COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

E. When a MUNICIPALITY requests to join the Lake County Library System, the municipality shall receive a graduated payment for year one and year two, with a full payment in year three, as follows:

- Year One: Base Amount of \$15,000.
- Year Two: Base Amount of \$15,000 plus an additional \$15,000 for intra-library loans to other Lake County Libraries.

- Year Three: Funding formula as identified in Section 13(A) above.

**14. CENTRALIZED SERVICES:**

The COUNTY shall provide the following centralized services to the MUNICIPALITY's participating library:

- A. Courier service to route materials and equipment among libraries;
- B. Intralibrary loan services;
- C. Centralized cataloging of library materials, maintenance and oversight of the bibliographic database;
- D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;
- E. Networked telecommunications and computer systems services as described in Section 15;
- F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to digital resources and other formats;
- G. Coordination of youth and adult programming and literacy services.

**15. NETWORKED SYSTEMS:**

A. The COUNTY shall provide and maintain networked library automation and telecommunications systems. The COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. The COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long range plan and annual plan of service, and based on availability of funds.

B. The COUNTY shall pay maintenance costs for all equipment attached to the COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY, except as outlined in Section 15(D)(1).

C. The COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of system needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Lake County Library System web pages, development of participating library web pages upon request, maintenance of staff e-mail

accounts, acting as a liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during library operating hours in a reasonable amount of time and shall have the authority to prioritize requests for assistance.

D. Networked library systems shall be provided by the COUNTY to the MUNICIPALITY at no cost to the MUNICIPALITY except as specified below:

- (1) The MUNICIPALITY reserves the right to expand, at its own expense, the COUNTY's networked systems at its participating library to levels exceeding those provided by the COUNTY in consultation with the single administrative head, and provided said expansion meets the COUNTY specifications and shall in no way be in conflict with any contracts the COUNTY may have entered into with a vendor. At the request of the participating library, such equipment may be paid for with State Aid funds, if available, at the discretion of the COUNTY. The MUNICIPALITY shall be responsible for associated costs including, but not limited to, maintenance, licenses, installation, and software of any non-COUNTY owned equipment. The COUNTY may provide technical support where feasible.
- (2) The MUNICIPALITY shall, at its own expense, provide proper electrical and data wiring of its participating library facility, according to specifications provided by the COUNTY, to insure proper operation of the networked systems. At the request of the participating library, necessary wiring expenses may be paid by the COUNTY with State Aid funds, if available, at the COUNTY's discretion.
- (3) The MUNICIPALITY shall, at its own expense, make available at its participating library any telecommunications lines necessary to the operation and maintenance of any networked library computer systems. The MUNICIPALITY shall cover costs of associated installation, maintenance and monthly telecommunications charges.
- (4) The MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked

systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by the COUNTY to the MUNICIPALITY at no charge. The COUNTY may choose to provide other automation supply items to the MUNICIPALITY at no charge.

E. The MUNICIPALITY shall participate in the centralized cataloging program and adhere to County procedures to ensure the integrity of the combined bibliographic database.

F. Neither the MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by the COUNTY and placed at the participating library as part of any COUNTY networked system without prior written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by the COUNTY or a vendor authorized or recommended by the COUNTY.

G. Should the COUNTY cancel this Agreement for any reason other than the MUNICIPALITY's failure to comply with the terms of this Agreement, the COUNTY, at its own expense and at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the COUNTY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the two (2) year period.

H. Should the MUNICIPALITY cancel this Agreement for any reason other than the COUNTY's failure to comply with the terms of this Agreement, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library. The MUNICIPALITY shall also be responsible for all costs

associated with obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. The COUNTY shall be obligated, at the MUNICIPALITY's request, to continue operation and maintenance of the COUNTY's networked systems for a period of up to one (1) year and the MUNICIPALITY shall be obligated to pay associated operating and maintenance costs to the COUNTY. Upon mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the one (1) year period.

I. Should this Agreement terminate through expiration, the COUNTY, if requested by the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year during which the MUNICIPALITY will pay associated operating and maintenance costs for the one (1) year period. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including the costs of obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. In the event that negotiations are ongoing prior to the expiration of the Agreement, the MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days prior to expiration.

**16. REPORTING:**

The MUNICIPALITY and its participating library shall submit, by deadlines established through an agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. The COUNTY shall file, by deadlines established in *State Aid to Libraries Guidelines*, all reports and documents required to maintain State Aid eligibility.

**17. SYSTEM WIDE POLICIES:**

A. The single administrative head, in consultation with the directors of the participating libraries, shall develop and recommend system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, and the Board of

County Commissioners.

B. The Library Advisory Board shall recommend system wide library policies to the Board of County Commissioners upon a two thirds majority vote of its members. The MUNICIPALITY's representative shall represent the MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board, but shall not be bound thereby. System wide policies shall be transmitted to all member library governing bodies for consideration and/or action at least thirty (30) days before consideration by the Board of County Commissioners.

C. The COUNTY and MUNICIPALITY shall abide by system wide policies to the extent they do not conflict with County and City Ordinances, policies or procedures.

**18. RECIPROCAL BORROWING:**

The COUNTY has previously existing agreements authorizing reciprocal borrowing with Seminole, Volusia, and Marion counties, and with Lake-Sumter State College. Additional reciprocal borrowing agreements may be entered into by the COUNTY on behalf of the Lake County Library System upon the written approval of the Board of County Commissioners and all participating library governing bodies.

**19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MEMBER LIBRARY GOVERNING BODIES:**

A. The COUNTY and the MUNICIPALITY shall abide by all State and Federal laws, and specifically those relating to the provision of library services.

B. The COUNTY shall refrain from using State Aid Operating grant funds, except in the case of a severe funding shortage and only upon the consent of the COUNTY and all participating MUNICIPALITIES, as a means to replace COUNTY allocations for library services.

**20. INDEMNIFICATION:**

Subject to the provisions of Section 768.28, *Florida Statutes*, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the extent allowed for by Florida law, and the COUNTY agrees to indemnify and hold the MUNICIPALITY harmless to the extent allowed for by Florida law, from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which the MUNICIPALITY and the COUNTY, if a private person, would be liable to the claimant, in

accordance with the general laws of the State of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either party.

The full execution of this Agreement shall obligate the COUNTY and the MUNICIPALITY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity pursuant to Section 768.28, Florida Statutes.

**21. INSURANCE:**

The COUNTY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the COUNTY's buildings, contents, vehicles, networked systems, workers compensation, general liability, and any other insurance required by law.

The MUNICIPALITY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the MUNICIPALITY's participating library including buildings, contents, equipment owned by the MUNICIPALITY, vehicles, workers' compensation, general liability, and any other insurance required by law.

**22. MEDIATION/LEGAL FEES /JURY TRIAL WAIVER:**

In the event that any dispute arises between the MUNICIPALITY and the COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or the COUNTY under the Agreement, that dispute shall be mediated by a library professional chosen by the State Librarian from the State Library consultant staff. The mediation shall not be binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse as allowed by law.

Should litigation arise under this Interlocal Agreement, each party agrees to waive any right to trial by jury. The prevailing party shall be entitled to recover fees and costs, including legal fees up to and including appellate.

**23. MODIFICATION:**

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

**24. NOTICES:**



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

COUNTY

County Manager  
Lake County Administration Building  
315 West Main Street, Suite 308  
P.O. Box 7800  
Tavares, FL 32778-7800

MUNICIPALITY

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

cc: Director of the Office of Library Services  
P.O. Box 7800  
Tavares, FL 32778-7800

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

C. The effective date of such notices shall be the date personally delivered; or if sent by mail, the date of the postmark; or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

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

**25. ENTIRE AGREEMENT:**

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefrom, and shall not invalidate the remaining provisions. This Agreement contains the following exhibits:

Attachment A            Certification of Local Operating Expenditures

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chair, and MUNICIPALITY, by its duly authorized representative.

**COUNTY**

**ATTEST:**

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Gary J. Cooney, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Leslie Campione, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney

**MUNICIPALITY**

**ATTEST:**

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

\_\_\_\_\_  
Christopher Cheshire, as Mayor  
City of Fruitland Park

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Approved as to form and legality:

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

ATTACHMENT A

CERTIFICATION OF LOCAL OPERATING EXPENDITURES  
FISCAL YEAR 2018

The Lake County Board of County Commissioners,  
(name of library governing body)

governing body for the City of Fruitland Park,  
(name of Lake County Library System Member Library)

hereby certifies that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2017 and ending September 30, 2018 for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, Lake County Library System's Long Range Plan and Annual Plan of Service and Budget, and the Interlocal Agreement Relating to Provision of Library Services.

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- Funds used for purchase or construction of a library building or library quarters

Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program.

We further certify that the amount listed below:

*(check one)*

does include funds received from the Lake County Board of County Commissioners.

does not include funds received from the Lake County Board of County Commissioners.

*(check one)*

has been audited by an external auditor.

has been reviewed by an independent auditor.

has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:

*(check one)*

has been provided to the Lake County Board of County Commissioners.

is enclosed.

*A copy of the supporting general ledger with detail line item expenditures for library operations is required to be submitted to the Lake County Board of County Commissioners for all libraries.*

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2017 and September 30, 2018.

\$ 334,742

Signature

Jeannine Racine

Chief Financial Officer

7/9/2019

Date

Please type name and official title here:

Jeannine Racine, Finance Director

This certification is to be completed and mailed by August 1, \_\_\_\_\_ to: Library Services Director, Lake County Library System, P.O. Box 7800, Tavares, FL 34778-7800.



Office of Library Services  
P.O. Box 7800 • 418 W. Alfred Street, Suite C • Tavares, FL 32778

June 25, 2019

Gary La Venia, City Manager  
City of Fruitland Park  
506 W. Berckman Street  
Fruitland Park, FL 34731-3239

Dear Mr. La Venia:

Enclosed are two originals of the "Interlocal Agreement between Lake County and the City of Fruitland Park Relating to Provision of Library Services" for the period of October 1, 2019, through September 30, 2022. Please submit this to your governing body for signature and approval and return to my attention at your earliest convenience. The approved agreements from all member libraries will be presented to the Lake County Board of County Commissioners for approval and signature at its regular meeting on September 24, 2019.

The new agreement was reviewed by the member library directors on March 15, 2019, and approved by the Library Advisory Board on March 21, 2019. Please return both signed originals to the Office of Library Services for signature by the Lake County Board of County Commissioners Chairman.

Thank you for your continued support and participation in the Lake County Library System. Because of this partnership, we are providing the best library service possible to all residents of Lake County.

Sincerely,

George Taylor  
Office of Library Services Director

GT/ks  
Enclosures

c: Ron Russo, Deputy County Manager (Via email; w/enclosure)  
Jo-Ann Glendinning, Library Director, Fruitland Park Library (Via email; w/enclosure)  
Esther B. Coulson, City Clerk, City of Fruitland Park (Via email; w/enclosure)

P 352.253.6180 • F 352.253.6184  
Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

Timothy I. Sullivan  
District 1

Sean M. Parks, AICP, QEP  
District 2

Wendy R. Breeden  
District 3

Leslie Campione  
District 4

Josh Blake  
District 5

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

**ITEM TITLE:** Recreational Park Discussion

**For the Meeting of:** July 11, 2019

**Submitted by:** City Manager

**Date Submitted:** June 28, 2019

**Funds Required:** No

**Attachments:** None

**Item Description:** Discussion regarding the proposed recreation park addressed at the June 27, 2019 regular meeting.

**Action to be Taken:** Based on the city commission's decision, schedule holding a city commission workshop

**Staff's Recommendation:**

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**

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

**ITEM TITLE:** Resolution 2019-030 – Library – Gardenia  
Café Agreement

**For the Meeting of:** July 11, 2019

**Submitted by:** City Manager/Library Director

**Date Submitted:** July 3, 2019

**Funds Required:** No

**Attachments:** Yes, Proposed Resolution 2019-025 and  
Agreement

**Item Description:** Resolution 2019-030 – Library – Gardenia Café  
Agreement with K&M Creative Catering LLC to operate a café within the  
new Fruitland Park Library for library patrons, staff and others.

**Action to be Taken:** Adopt Resolution 2019-030

**Staff's Recommendation:** Approval

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**

**RESOLUTION 2019-030**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE LEASE AGREEMENT BETWEEN K & M CREATIVE CATERING, LLC AND THE CITY OF FRUITLAND PARK FOR OPERATING A CAFÉ WITHIN THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the “CITY”) desires to enter into an agreement with K & M Creative Catering, LLC (“K & M Creative Catering”) to allow K & M Creative Catering to lease the café portion of the library under certain conditions; and

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

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to adopt the Lease Agreement between the City and K & M Creative Catering, LLC.

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

Section 1. The Lease Agreement between K & M Creative Catering, LLC, a Florida limited liability company, and the City of Fruitland Park (the “Agreement”), 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 11<sup>th</sup> day of July 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF  
FRUITLAND PARK, FLORIDA

---

Chris Cheshire, Mayor



ATTEST:

---

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

---

Anita Geraci-Carver, City Attorney

**LEASE AGREEMENT**  
**Between**  
**City of Fruitland Park**  
**And**  
**K & M Creative Catering, LLC**

THIS LEASE AGREEMENT (the "Agreement") is entered into by and between the **City of Fruitland Park**, a Florida municipal corporation, ("City"), 506 W. Berckman Street, Fruitland Park, FL 34731, and **K & M Creative Catering, LLC**, a Florida limited liability company ("K & M") having an address of 2468 U S. Hwy 441/27, Ste. 103, Fruitland Park, FL 34731.

**RECITALS**

**WHEREAS**, the City of Fruitland Park, with local, State and County funds constructed a new library that includes space for a café.

**WHEREAS**, the City desires to lease the café area to K & M for the purpose of K & M operating a café available for library patrons and library staff as well as others.

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged) City and K & M (collectively, the "Parties") agree to the following terms and conditions:

**1. Term and Rent**

- 1.1 **Term of Lease.** The premises are leased for a term to commence July 12, 2019 and end on September 30, 2020, or on such earlier date as the Agreement may terminate as hereinafter provided (the "Lease Term"). K & M shall give written notice to City of its desire to extend the term of the Agreement, in one year increments, no later than 120 days prior to the end of the term. The term of this Agreement may be extended with consent of the City Commission on terms mutually agreeable to the parties in the form of a written amendment.
- 1.2 **Rent Commencement Date.** Payment of rent shall commence on July 12, 2019, (the "Rent Commencement Date").
- 1.3 **Rent.** Rent shall be annual in the amount of \$3,600.00, with monthly payments on or before the 1st day of the month due, except that the rent due for the first month shall be due on July 12, 2019. Beginning on August 1, 2019 and for each consecutive month thereafter thru and including September 1, 2020 K & M shall pay City monthly rent in the sum of \$300.00 plus applicable sales tax payable in advance on the first day of each month without demand.
  - 1.3.1 As additional rent, no later than the 5<sup>th</sup> of the month following the preceding month, K & M shall provide the City the monthly sales report and pay ten (10%) percent of net sales to the Friends of the Fruitland Park Library monthly. The monthly sales report shall include the gross receipts.

The first payment shall be due on or before August 5, 2019 and the last payment shall be due on or before the 5<sup>th</sup> day of October, 2020.

- 1.3.2 The City shall have the right to review K & M's records to audit and verify any amounts claimed by the City to be due under this paragraph 1. The City shall have the right of audit, and K & M shall have the obligations, insofar as they pertain to amounts claimed to be due hereunder.
- 1.4 **Late Payment.** In the event K & M fails to pay any rent due for City's or Friends of the Fruitland Park Library's receipt within five days of the due date, K & M shall pay as additional rent a late fee of \$100.00, plus an additional late fee of 10% per annum of the rent payment commencing on the sixth day rent is past due from the applicable due date until rent and the late fees are paid in full.
- 1.5 **Payment Location.** K & M shall pay City the rent (and any other sum that K & M is obligated to pay City under this Lease) payable to City of Fruitland Park and delivered to 506 W. Berckman Street, Fruitland Park, FL 34731.  
K & M shall pay Friends of the Fruitland Park Library by delivering payment payable to Friends of the Fruitland Park Library and delivered to Library Director, 604 W. Berckman Street, Fruitland Park, Florida 347311.
- 1.6 **Dishonored Checks.** If K & M's payment(s) is not honored by the issuing financial institution, K & M agrees to pay as additional rent a dishonored check fee penalty of ONE HUNDRED DOLLARS (\$100.00) and all payments thereafter due shall only be paid in the form of a money order or cashier's check.
- 1.7 **Duty to Surrender.** At the expiration or earlier termination of the term, K & M shall surrender to City possession of the Café as hereafter described. K & M shall leave the surrendered Cafe and any of K & M's improvements, as herein defined, in good and broom-clean condition, fair wear and tear accepted. All property that K & M is required to surrender shall become City's property at termination of the Agreement. K & M is permitted to remove all personal property, including equipment purchased by K & M, furniture, and trade fixtures, provided that any damage to the Cafe shall be repaired by K & M and provided that any items not removed shall be conclusively presumed abandoned and shall become the property of City if said property is not removed within fifteen (15) days of expiration or earlier termination of the term.
- 1.8 **Termination for Convenience:** The City shall have the right to terminate this Lease at its own convenience for any reason by giving thirty (30) days prior written notice of termination to K & M.

## **2. Permitted Use and Responsibilities**

- 2.1 K & M shall occupy and use the Café as a cafe and for the purpose of providing food and non-alcoholic beverages during the library's hours of operation. The café space utilized contains approximately 515 square feet. This cafe operation is intended for the City of Fruitland Park Library, located at 604 W. Berckman Street, Fruitland Park, Florida. The space is designed to attract customers who want a place to relax and enjoy coffee, tea, soft drinks or a snack. The name of the café will be the Gardenia Café.

- 2.2 K & M will be permitted to use the portion of the City of Fruitland Park Library (the “Library”) described/depicted in Appendix A. Only K & M owners, officers, employees, and patrons shall occupy the Café.
- 2.3 Every Monday through Saturday, during the hours of [INSERT HOURS], except for City holidays: [INSERT CITY HOLIDAYS DURING THE LEASE TERM], K & M agrees to provide coffee and beverages which shall be moderately priced. Prepackaged food may also be offered. Only small appliance preparation (hot plate, slow cooker, panini/sandwich press), coffee brewing, and re-heating on site is permitted. K & M should prepare all foods requiring a deep fryer, grill and/or commercial exhaust off-site. Foods available for purchase shall require minimal warming and/or preparation on premises. K & M shall provide all labor, materials, and supplies necessary.
- 2.4 K & M will keep a current list of prices for food and beverage items on file with the Library. Customers may take their purchases inside the library.
- 2.5 K & M will be given an opportunity to cater to groups using the library’s community meeting spaces. Catering services shall also be provided for on-site activities, as requested, after normal operating hours.
- 2.6 K & M shall not use or allow the use of the Café in any manner that constitutes waste, that constitutes a nuisance, that violates any applicable law, ordinance, or governmental regulation that materially increases the fire hazard, or that overloads the floor. There shall be no living quarters within the Café.
- 2.7 K & M shall insure that all employees under K & M’s jurisdiction are dressed in proper attire (no sheer clothing, clothing or hats with offensive language or graphic depictions, etc.). Use of offensive or foul language or gestures is strictly prohibited. K & M’s employees shall show respect for all customers.
- 2.8 K & M is expected to properly train all employees engaged in work under this agreement regarding the safe handling and operation of concession stand equipment as well as any applicable safety issues. Compliance with all federal and state standards and regulations is mandatory. Worker violations of these standards and fines are the responsibility of the vendor.
- 2.9 K & M and its representatives shall follow all applicable library regulations while on library property, including the no tobacco products, no weapons and drug-free policies. No work shall interfere with the library activities or environment unless permission is given by the Library Director.
- 2.10 K & M shall at its own cost and expense, obtain any and all licenses and permits necessary for such use. K & M must meet all required sanitation and safety standards including compliance with applicable health codes and shall obtain all required certifications and licenses. Certifications and Licenses must be displayed in the exclusive use area and copies must be furnished to the City. K & M shall comply with all governmental laws, ordinances, and regulations applicable to its use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the Cafe.

### **3. Marketing and Promotion.**

K & M shall be responsible for marketing services provided under this award; however, no such effort will be permitted without prior specific written authority from the Director. City reserves the right of prior approval of any and all signs, posters or advertisements placed on Library premises. City may provide advertising space in the display cases.

### **4. Maintenance.**

The City is responsible for maintenance and repairs to the building and K & M is responsible for maintenance and repairs to all equipment and furnishings it installs. K & M must maintain the space in a clean, safe and functional condition. A joint inspection will be made by the City and K & M upon execution of this Lease. The inspection shall be documented and signed by the K & M and the City. A similar inspection shall be made at lease termination or at any time during the Lease Term. K & M shall be responsible for any damages caused by its negligence, loss, or wear beyond normal usage.

### **5. Changes.**

No changes, alterations, improvements, or additions to the café shall be made without the written consent of City first being obtained.

### **6. Janitorial Duties.**

K & M shall supply all cleaning equipment and all cleaning supplies necessary for the café, and maintain the café in a clean manner. K & M shall immediately clean up spills. K & M shall use appropriate cleaner for work done: USDA approved cleaners when cleaning around food service areas and disinfectants and all-purpose cleaners when sterilizing and cleaning objects away from the food service area. Garbage must be taken out every night to the dumpster provided by the library system. No garbage shall be left in the café overnight. Garbage containers must be lined with plastic liners. Liners must be replaced daily or more often if necessary. If odor becomes obvious or the library receives complaints, containers will be required to be washed out more often. K & M must break down all cardboard boxes. K & M must not leave any paper, boxes, etc. on the ground or outside the building. All boxes must be removed by the end of the day.

### **7. Health and Safety Inspection Reports.**

K & M must forward copies of all health and safety inspection reports rendered on any area of service provided under this Contract to the Library Director within eight (8) business hours of receipt from the inspecting official or agency.

### **8. Emergency Closings.**

K & M shall immediately advise the Library Director of emergency closings. Any decisions to close the Library due to an emergency or inclement weather during the Library's operation hours, will be made by the City. A decision by the City to close the Library will be communicated by the City to the media.

### **9. Monthly Sales Reports Record Retention and Audit:**

Audit: All records, reports and documents relating to this Contract shall be maintained by K & M for a period of ten (10) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

### **10. Independent Contractor.**

The relationship of K & M to the City is that of an independent contractor and in accordance therewith. City covenants and agrees to conduct itself consistent with such status and that neither its employees, officers or agents will claim to be an officer, employee or agent of the Library or the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of the same, including to but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

### **11. Common Areas**

- 11.1 Common Areas shall mean the areas of the library designated by City, in its sole discretion, as Common Areas and include, but are not limited to the following areas: designated parking areas; driveways; access and egress roads; sidewalks; landscaped and planted areas; emergency corridors; meeting rooms; public restrooms; and general circulation space.
- 11.2 City shall be responsible for operating, managing, equipping, lighting, heating, cooling, repairing and maintaining Common Areas in such manner as City, in its sole discretion periodically shall determine, and shall pay all costs and expenses associated with such operating, managing, equipping, lighting, heating, cooling, repairing and maintaining of the Common Areas.
- 11.3 K & M shall be responsible for the installation and financial obligation of any required telephone and/or internet service to support their business operation. Public Wi-Fi at the library is available for use at no cost.

### **12. Building Security.**

K & M shall ensure that all of its owners, officers, employees and agents who will be in the Library (hereafter referred to as "employees") shall comply with the security requirements set forth below. K & M shall ensure compliance with these requirements before any employee is permitted within the Library:

- 12.1 Each employee who has access to the building shall complete and submit to the City a personal information form, which shall be updated upon request of the City. Each individual shall also have his/her photograph taken. These photographs shall be used for identification purposes, including the making of photo- identification passes. Security clearances and photo-identification passes will normally be issued within forty-eight hours by the City.
- 12.2 Photo-identification passes shall be kept in the custody of K & M. It will be the responsibility of K & M to issue the appropriate photo-identification

passes to each employee each day when the employee enters the Library and to collect the pass when each employee leaves. Photo-identification passes shall be worn at chest level on the outermost garment of the employee and must be displayed at all times when within the Library and after normal business hours.

- 12.3 All passes shall be of a form selected by the City and shall contain at a minimum the photograph of the individual employee, date of issue, date of contract expiration and name of employee. K & M shall return each pass to the Library Director when an individual's employment is terminated and shall return all passes to the City at the expiration of the Lease. K & M shall also return any damaged passes. K & M shall notify the City when any passes are lost, stolen or destroyed.
- 12.4 Based upon the personal information submitted and such other information as it deems proper, City shall, based upon its sole judgment and discretion, issue security clearances to K & M's employees authorizing them to enter and work in the Library after normal business hours. Neither K & M nor any employee shall have any right to be issued a pass or any right to damages because a pass is not issued or if a pass is rescinded. Security clearances may be rescinded at any time by City in its sole discretion based upon information obtained or the conduct of the employee. All such determinations, whether for the issuance or rescission of a security clearance, shall be made in the sole discretion of City. If City finds that any employee should not be issued a security clearance or that his/her clearance should be rescinded, the City will notify K & M within 24 hours and that employee shall not be allowed to enter the building thereafter.

### **13. Liability.**

- 13.1. K & M shall be responsible for all claims for damages to persons or property by reason of occupation or use of the Café except such damages as shall arise from City's negligence. K & M shall be liable for, and shall hold City harmless in connection with, damage to the Café and Library and property or persons if due to negligence or intentional acts on the part of K & M or anyone in its control or employ or use of the Café and/or Library.
- 13.2 City, its employees and its patrons, and each of them, shall not be liable for any damage to the personal property of K & M in or upon the Café sustained by K & M or other persons, caused by fire, wind, water damage or any kind, or due to the air conditioning, heating or other appliances used in connection therewith becoming out of repair or in defective conditions, or arising from the bursting or leaking of water pipes. City shall not be liable for any acts of negligence by any other person.

**14. Insurance.** K & M shall not do or permit anything to be done by its employees or agents on the Library premises, including the café that will result in an increase of any insurance carried by City. K & M shall supply City all pertinent information requested.

K & M shall provide liability insurance protecting City from any type of liability at K & M's expense as set forth herein, and furnish City a copy of the policies or contracts of insurance and duplicate payment receipt upon execution of this Lease and within 5 days of each policy renewal thereof. K & M agrees that all personal property brought into the Café shall be at the risk of K & M or the person owning such property, and that City shall not be liable for theft thereof or any damage thereto occasioned from any person. K & M shall maintain hazard insurance providing replacement coverage, payable to City, for damages to or destruction of the Library based on replacement value of the library. K & M shall cause all insurance policies required by the terms of this Lease to provide for fifteen (15) days' written notice to City by each insurance company of any cancellation of insurance and City shall be named as an additional insured on all of K & M's insurance policies required herein. In the event that K & M fails to maintain insurance as required herein, in addition to its right to declare a default, City shall have the right to maintain insurance in which case any premiums paid shall be payable by K & M as additional rent. The parties shall fully cooperate in making claims and furnishing information to the insurer or the insurers, and in obtaining settlement and payments from the insurer or insurers.

a) Commercial General Liability Coverage:

Limits of Insurance:

Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$ 100,000.00 (Any One Fire)
Medical Expense Limit	\$ 5,000.00 (Any One Person)
Personal and Advertising Injury Limit	\$1,000,000.00 (Any One Person or Organization)
General Aggregate Limit	\$2,000,000.00
Products/Completed Operations	
Aggregate Limit	\$1,000,000.00

b) Automobile Insurance Policy: Limits of \$300,000.00 for any vehicle owned by K & M for operation on City owned property.

c) No insurance will be acceptable unless written by a company licensed by the State of Florida and authorized to do business in Florida.

d) Worker's Compensation. K & M agrees to comply with the worker's compensation laws of the State of Florida and shall provide the City the necessary Certificate of insurance.

**15. Construction liens.** K & M shall not do or allow anything to be done whereby the land and Library may be encumbered by any construction or mechanic's lien.

**16. Indemnification.** K & M shall indemnify City against all liabilities, expenses and losses incurred by the City arising out of or related to the café' or K & M's use or occupancy thereof, to



include but not being limited to (a) failure by K & M, or its agents, to perform any provision, term, covenant or agreement required to be performed by the K & M under this Agreement; (b) any occurrence, injury or personal or property damage which shall happen in or about the café and library resulting from the condition, maintenance, construction on or of the operation of the café; (c) failure to comply with any requirements of any governmental authority or insurance company insuring the café or its contents; (d) any security agreement, conditional bill of sale or chattel mortgage or mechanic's lien connected with K & M. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals.

**17. Destruction of Premises.** In the event the library, café, or any part thereof, shall at any time be destroyed or so damaged by fire or hurricane or other elements as to make the library or café unfit for occupancy or use by K & M, as determined by City, then and in that event, City shall have the option (a) to terminate this Lease; or (b) to repair and rebuild from proceeds available from the insurance. In the event City repairs and rebuilds, the same shall be done and completed within a reasonable time, during which time there shall be an abatement of rent. If the library or café shall be partially damaged, and the whole is not rendered unfit for occupancy, City may, upon receipt of the proceeds of insurance, repair the same, and the rent shall be abated proportionately as to that portion of the café rendered untenable and only so long as that portion of the café is rendered untenable.

**18. City's Remedies Upon Default.**

18.1 **Default.** The occurrence of one or more of the following is an event of default by K & M:

(i) K & M fails to pay rent or make any other payment required by this Lease when due and the failure continues for three (3) days after City gives K & M written notice thereof.

(ii) K & M fails to perform and comply with any obligation imposed upon K & M by this Lease, other than the obligation to pay money, and the failure continues for fifteen (15) days after City gives K & M written notice thereof, or, if the failure cannot be cured within fifteen (15) days even with the exercise of all reasonable and diligent effort, K & M fails to commence all reasonable curative action within five (5) days after City gives K & M written notice thereof and diligently and continuously to prosecute the curative action to completion.

(iii) Proceedings under the Bankruptcy Act for bankruptcy or corporate reorganization or arrangement have been filed by or against K & M, and if filed against K & M have not been dismissed within sixty (60) days after the filing.

(iv) K & M makes an assignment of K & M's property for the benefit of creditors.

(v) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of K & M's property and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to K & M.

(vi) K & M's interest in the café or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not cancelled and discharged within thirty (30) days after its occurrence.

(vii) K & M abandons the café.

18.2 **Remedies.** If any such event of default occurs and exists, City may immediately or at any time thereafter do one or more of the following, in addition to or in connection with any other remedy allowed by law:

(i) Reenter and repossess the café by summary legal proceedings or otherwise; and remove any property therein and store the same elsewhere at K & M's expense, without relieving K & M from any liability or obligation;

(ii) Relet the café or any part thereof for K & M's account, but without obligation to do so and without relieving K & M from any liability or obligation. Any amount received by City from such reletting will apply first to all reasonable costs and expenses incurred by City in reletting (including without limitation broker's commissions, advertising expense, and cleaning and remodeling expense);

(iii) Bring an action then or thereafter against K & M to recover the amount of any payment owing by K & M to City as the same is due, becomes due, or accumulates;

(iv) Terminate this Lease by giving K & M written notice thereof, without relieving K & M from any liability or obligation for payments theretofore becoming due.

18.3 **Cumulative Remedies.** City's remedies set forth in this Lease are cumulative and not in limitation to any remedies given by law.

**19. Attorney's Fees.** In the case of the failure of either party hereto to perform and comply with any of the covenants and conditions hereof within the time herein specified, and the said rent, or damages for the breach of any covenant or condition, is enforced or collected by suit or through any attorney at law, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any suit, or otherwise. The prevailing party in such litigation shall be entitled to attorneys' fees and costs.

## **20. Notice.**

All Notices required by the terms of this Lease shall be in writing. For purposes of this Paragraph, "writing" shall include U.S. mail, courier, and facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.

- 20.1 **Notice to K & M:** Written Notice may be served on K & M by mail, courier, facsimile transmission or electronic mail to K & M's business address as stated on page 1 of this Lease.
- 20.2 **Notice to City:** Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the City Manager, with a copy to the Finance Director/Treasurer, at the business address as stated on page 1 of this Lease.

## **21. Dispute Resolution.**

- 21.1 The City and K & M acknowledge that issues may arise between the parties during the term of this agreement. It is the intent of the parties that any such issues or disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.
- 21.2 To that end, any dispute that arises should be communicated as soon as either party becomes aware of an issue. If K & M identifies an issue or the City identified an issue, the issue should be discussed by the Library Director of the City and \_\_\_\_\_ for K & M, and if possible, resolved at this level.
- 21.3 If the disagreement cannot be resolved at the initial level, the City Manager of the City and \_\_\_\_\_ for K & M shall meet and discuss and attempt to resolve the issue. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available.

## **22. General Provisions.**

22.1 **Amendment.** This Agreement may be amended or modified, but only by a written instrument executed by the Parties.

22.2 **Construction.** This Agreement has been reached through mutual negotiation and shall be deemed to have been constructed by both parties and shall not be construed in favor of one party over the other by reason of drafting.

22.3 **Invalidity.** If one or more of the provisions of this Agreement are determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

22.4 **Florida Law and Venue.** This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action arising out of this Agreement shall be

in Lake County, Florida.

22.5 Performance. The failure of any party to require performance of any provision hereof shall not affect the right to require such performance at any time thereafter.

22.6 Relationships. Nothing in this Agreement shall be construed as creating an employer/employee or agency relationship between City and the K & M. Neither City nor K & M shall have authority to enter into any contract binding upon the other, or to create any obligation upon the other, in the absence of a written authorization signed by the other party.

22.7 Waiver. A waiver of a breach of any provision of this Agreement shall only be affected if such waiver is expressed in writing and signed by the waiving party. No waiver of a breach of any provision of this Agreement by either Party shall constitute a continuing waiver, nor shall the same be deemed to be a waiver of any subsequent breach.

22.8 Execution. This Agreement may be executed in counterparts, and each counterpart whether original, photocopy, or facsimile copy, or any amalgamation thereof shall be deemed to be a binding original of this Agreement.

22.9 Prevailing Party. If either party resorts to litigation to remedy a breach of this Agreement by the other party the prevailing party in the litigation, in addition to any other remedies available under this Agreement or by law, may collect its reasonable attorney fees and other costs and expenses of litigation including costs and fees incurred for appeal.

22.10 Nondiscrimination. K & M will not discriminate in its employment practices or its treatment of employees or students on the basis of race, color, religion, sex, age, marital status, or national origin nor will K & M discriminate against any qualified individual with a disability. K & M recognizes that sexual harassment constitutes discrimination on the basis of sex.

**23. Assignment; Sublease.** K & M may not assign its rights under this Lease or sublease all or any part of the Premises during the Lease Term.

**24. Public Records.**

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.

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.

**25. Radon Disclosure.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL OR STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

**26. Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the City to exercise any power given the City hereunder, or to insist upon strict compliance by K & M of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the City's right to demand exact compliance with the terms hereof.

*Signature Page to follow*

**IN WITNESS WHEREOF**, the Parties have caused this Lease Agreement to be executed, and agree to be bound by its terms and conditions.

**City of Fruitland Park**

**WITNESSES:**

\_\_\_\_\_  
Mayor Chris Cheshire

\_\_\_\_\_  
Signature of Witness #1

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

\_\_\_\_\_  
Print Name of Witness #1

Attest to:

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Esther Coulson, City Clerk

\_\_\_\_\_  
Print Name of Witness #2

**K & M Creative Catering, LLC,**  
a Florida limited liability company,

**WITNESSES AS TO ALL BELOW:**

\_\_\_\_\_  
Kathy Weaver, Individually and  
As Manager of K & M Creative Catering, LLC

\_\_\_\_\_  
Signature of Witness #1

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness #1

\_\_\_\_\_  
Michelle Tackling, Individually and  
As Manager of K & M Creative Catering, LLC

\_\_\_\_\_  
Signature of Witness #2

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness #2

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

**ITEM TITLE:** Resolution 2019-025 – Civil Engineering Services Proposal/Agreement

**For the Meeting of:** July 11, 2019

**Submitted by:** City Manager

**Date Submitted:** June 19, 2019

**Funds Required:** No

**Attachments:** Yes, Proposed Resolution 2019-025 and Agreement

**Item Description:** Resolution 2019-025 Civil Engineering Services Proposal/Agreement for a water and wastewater master plan between Booth, Ern, Straughn & Hiott, Inc. (Postponed from the June 27, 2019 regular meeting.)

**Action to be Taken:** Adopt Resolution 2019-025

**Staff's Recommendation:** Approval

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**

**RESOLUTION 2019-025**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT FOR WATER AND WASTEWATER MASTER PLAN BETWEEN BESH AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to enter into the Agreement between the City and BESH for BESH to prepare a water and wastewater master plan; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds the agreement is beneficial to the City and its residents to examine existing water and wastewater facilities, and projected needs and prepare a water and wastewater master plan supported by data and analysis.

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

Section 1. The Civil Engineering Proposal/Agreement for Water and Wastewater Master Plan between Booth, Ern, Straughn & Hiott, Inc. (BESH) and the City of Fruitland Park (the “Agreement”), **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 11<sup>th</sup> day of July 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF  
FRUITLAND PARK, FLORIDA

\_\_\_\_\_  
Chris Cheshire, MAYOR

ATTEST:

\_\_\_\_\_



ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

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

**CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT**

**OR**

**WATER AND WASTEWATER MASTER PLAN  
FRUITLAND PARK, FLORIDA, LAKE COUNTY**

**ENGINEER:**

Duane K. Booth, P.E.  
Principal  
Booth, Ern, Straughan & Hiott, Inc.  
902 N. Sinclair Avenue  
Tavares, FL 32778  
(352) 343-8481 – Phone  
(352) 343-8495 – Fax  
[duanebooth@besandh.com](mailto:duanebooth@besandh.com)

**CLIENT:**

Dale Bogle  
Community Development Director/Public  
Works Director  
City of Fruitland Park  
506 W. Berckman Street  
Fruitland Park, FL 34731  
(352) 308-5579 – Cell  
[dboglefruitlandpark@comcast.net](mailto:dboglefruitlandpark@comcast.net)

## **CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT**

### **SCOPE OF SERVICES:**

Booth, Ern, Straughan & Hiott, Inc., is pleased to submit for your approval the following engineering proposal for providing water and wastewater system master planning services for the City of Fruitland Park as outlined below.

### **SCOPE OF WORK:**

#### **TASK 001 POTABLE WATER SYSTEM MASTER PLAN**

Booth, Ern, Straughan & Hiott, Inc. (BESH), will produce a Water System Master Plan to be utilized by the City in planning for expansion of the existing system, identifying estimated locations and costs for capital expansion components. The results of the Master Plan will be utilized in updating impact fees and rate schedules, as well as timing major system improvements. This analysis shall generally include the following information:

1. Review of the City's Utility Service Area with the City Planner for the purposes of determining the ultimate potential water population to be served within the 20-year planning future. Review of existing City operating records will be utilized to determine water use rates within the existing service area. The population projections and usage rates will be utilized to forecast future water demands. Note: City Planner will provide BESH with the 20 year population projections necessary to complete the report.
2. Evaluation of the existing infrastructure and determination and analysis of the proposed capital infrastructure required for the production, treatment and distribution of potable water throughout the service area, as necessary to serve the 20 year projected demands. This task would include an analysis of the City's existing water treatment plants and making recommendations for future expansions, as well as providing implementation schedules and cost estimates for the expansions.
3. BESH will work with the City to prepare a new Capital Water Line Map, showing the location and size of all existing, as well as anticipated, future capital water lines anticipated for serving the City's service area.

**FEE: \$23,600.00**

Note: City will provide BESH with digital copies of all existing City water line maps, including sizes and locations. City will also provide BESH with a copy of the City's

existing hydraulic model, and with copies of all existing water treatment plant permits, as well as any engineering documentation utilized in obtaining said permits.

## **TASK 002 WASTEWATER MASTER PLAN**

BESH will produce a Wastewater System Master Plan to be utilized by the City in planning for expansion of the existing collection system, identifying estimated locations and costs for “capital” expansion components. The results of the Master Plan will be utilized by others in updating impact fees and rate schedules, as well as timing major system improvements. This analysis shall generally include the following information:

1. Review of the City’s Utility Service Area with the City Planner for the purposes of determining the ultimate potential wastewater population to be served within the 20 year planning future. Review of existing City operating records will be utilized to determine wastewater production rates within the existing service area. The population projections and usage rates will be utilized to forecast future wastewater generation. Note: City Planner will provide BESH with the 20-year population projections necessary to complete the report.
2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the collection and transmission of wastewater from throughout the service area, as necessary to serve the 20 year projected demands. It is understood that the City is decommissioning their wastewater treatment plant, and plans to send wastewater to the Town of Lady Lake for the immediate future. Master planning of a future City wastewater treatment plant will be prepared.
3. BESH will work with the City to prepare a new Capital Sewer Line Map, showing the location and size of all existing, as well as anticipated, future capital gravity and force mains, and lift stations anticipated for serving the City’s service area.

**FEE: \$12,600.00**

Note: City will provide BESH with digital copies of all existing City wastewater line maps, including sizes and locations.

PROJECT NAME: Water and Wastewater Master Plan, Fruitland Park, Florida, Lake County  
CLIENT: City of Fruitland Park  
DATE: June 19, 2019

---

**HOURLY RATE SCHEDULE  
(2018)**

Professional Services shall be charged at the following rate schedule:

**ENGINEERING**

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

**SURVEYING**

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT NAME: Water and Wastewater Master Plan, Fruitland Park, Florida, Lake County  
CLIENT: City of Fruitland Park  
DATE: June 19, 2019

---

All printing for this project shall be billed out at the following rate schedule, plus sales tax:  
(Outside Copying Services will be billed at cost)

**Engineering Bond Copies**

Black & White

11 x 17.....\$1.25  
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00  
24 x 36.....\$6.00

**Black & White Copies**

8 ½ x 11.....\$0.10  
8 ½ x 14.....\$0.10  
11 x 17.....\$0.20

**Color Copies**

8 ½ x 11.....\$0.25  
8 ½ x 14.....\$0.25  
11 x 17.....\$0.45

**Other Printing Services**

24 x 36 Mylar.....\$12.00  
24 x 36 Photo Paper, Color..... \$36.00  
24 x 36 Foam Board.....\$30.00

**Other Services**

Fax/Scan.....\$0.05/Page  
Postage (Fed-Ex, Certified Mail, Etc)...@ cost  
Concrete Monuments..... \$11.00  
Rebar..... \$2.00  
Mileage (T/M Projects Only)..... \$0.59

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. **AGREEMENT:**

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Fruitland Park** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. **TERMINATION:**

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. **DOCUMENTS:**

**PUBLIC RECORDS**

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.

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.

D. **FEE RENEGOTIATION:**

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31<sup>st</sup> of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

**E. REGULATORY REQUIREMENTS:**

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

**F. PERMIT ACQUISITION**

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

**II. COMPENSATION**

**A. ADDITIONAL SERVICES:**

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

**B. OUT-OF-POCKET EXPENSES:**

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

**C. PAYMENT:**

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for



PROJECT NAME: Water and Wastewater Master Plan, Fruitland Park, Florida, Lake County  
CLIENT: City of Fruitland Park  
DATE: June 13, 2019

---

Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

**All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.**

### III. MISCELLANEOUS

#### A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

#### B. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supersedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

#### C. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

#### D. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court

PROJECT NAME: Water and Wastewater Master Plan, Fruitland Park, Florida, Lake County  
CLIENT: City of Fruitland Park  
DATE: June 13, 2019

---

level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

**E. GOVERNING LAW; VENUE:**

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

**F. SEVERABILITY:**

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**G. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

PROJECT NAME: Water and Wastewater Master Plan, Fruitland Park, Florida, Lake County  
CLIENT: City of Fruitland Park  
DATE: June 13, 2019

---

**AUTHORIZATION TO PROCEED**

**PROPOSAL FOR CIVIL ENGINEERING SERVICES  
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ \_\_\_\_\_

THIS PROPOSAL/AGREEMENT ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**Booth, Ern, Straughan & Hiott, Inc.**

**Client**

Signature



Signature

By: Duane K. Booth, P.E.

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

Title: Principal

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

PROJECT NAME: Water and Wastewater Master Plan, Fruitland Park, Florida, Lake County  
CLIENT: City of Fruitland Park  
DATE: June 13, 2019

---

**CLIENT INFORMATION FORM**

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

CLIENT REPRESENTATIVE: \_\_\_\_\_

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?: \_\_\_\_\_

YES: \_\_\_\_\_

NO: \_\_\_\_\_

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: \_\_\_\_\_

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

**ITEM TITLE:** Resolution 2019-032 Utility Rate Study

**For the Meeting of:** July 11, 2019

**Submitted by:** City Attorney

**Date Submitted:** July 9, 2019

**Funds Required:** No

**Attachments:** Yes, Proposed Resolution 2019-032 and Utility Rate Study Presentation

**Item Description:** Resolution 2019-032 Civil adopting the utility rate study previously presented by GovRates Inc. before the city commission.

**Action to be Taken:** Adopt Resolution 2019-032

**Staff's Recommendation:** Approval

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**

**RESOLUTION 2019-032**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING UTILITY RATE STUDY DATED JUNE 13, 2019 AND PREPARED BY GOVRATES, INC.; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission commissioned GovRates, Inc. to perform a study of water and wastewater utility rates; and

**WHEREAS**, GovRates, Inc. prepared and presented, on several occasions, its findings and recommendations; and

**WHEREAS**, the City Commission accepts the findings set forth in the Utility Rate Study dated June 13, 2019 prepared by GovRates, Inc.

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

**Section 1. Adoption.**

The City Commission hereby adopts the Utility Rate Study prepared by GovRates, Inc., a copy of which is attached hereto.

**Section 2. Effective Date.**

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED this \_\_\_\_\_ day of July, 2019, by the City Commission of the City of Fruitland Park, Florida.

**SEAL**

**CITY COMMISSION OF THE CITY OF  
FRUITLAND PARK, FLORIDA**

\_\_\_\_\_  
CHRIS CHESHIRE, MAYOR

ATTEST:

---

ESTHER COULSON, CITY CLERK

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

Approved as to form:

---

Anita Geraci-Carver, City Attorney

June 13, 2019

CITY OF FRUITLAND PARK, FLORIDA

# UTILITY RATE STUDY

---

Fiscal Year 2020  
Preliminary Results



**GovRates, Inc.**

Utility, Financial, Rate, and Management  
Consultants for Governments

[www.govrates.com](http://www.govrates.com)



UTILITIES





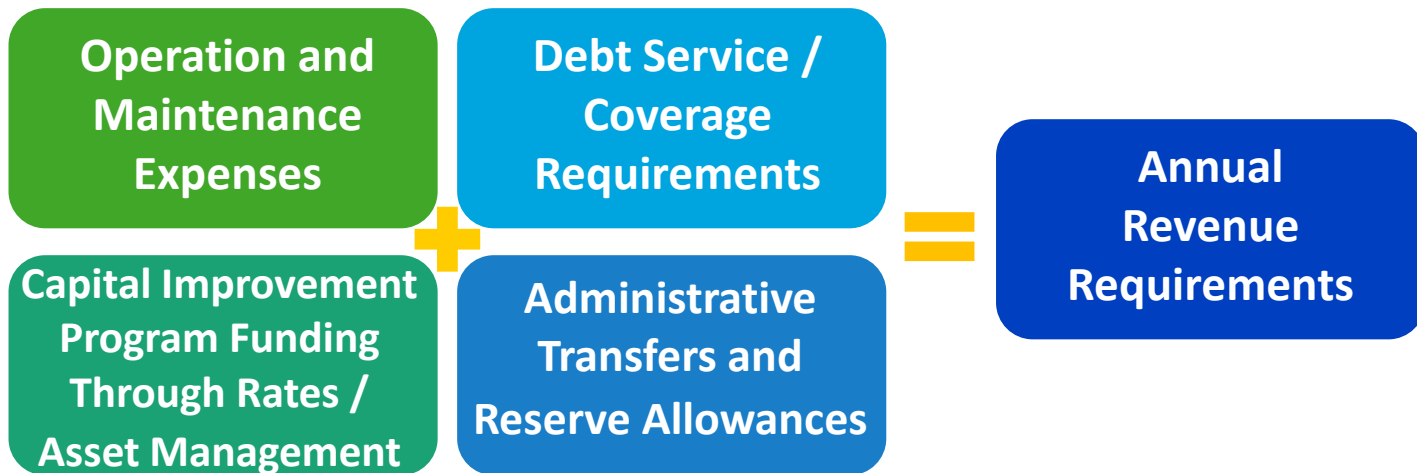
# Utility Overview

- **Utility Provides Essential Service on Continuous Basis**
  - Public Health and Safety – Primary Objective
  - Highly-Regulated (FDEP / SJRWMD / Florida Department of Health)
  - Permits Require Satisfactory Operating Performance
  
- **Enterprise Fund: Operations Primarily Funded Through Monthly User Rates**
  
- **City's Largest "Business"**
  - Over \$12.6 Million Original Cost of Installed Assets Under City Management



# Revenue Requirements

## ➤ Financial Forecast Considers the Following:

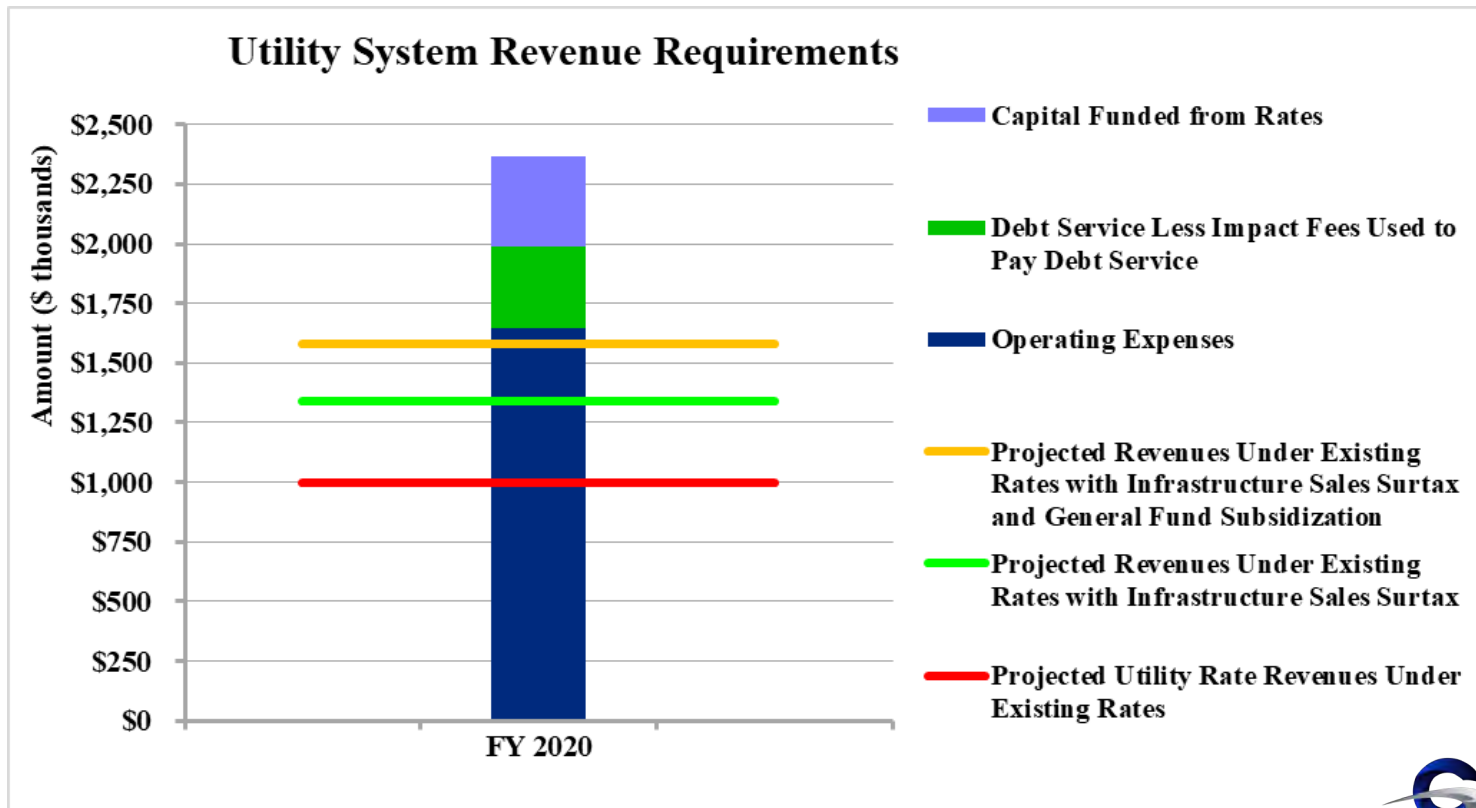


- Ongoing – Allows Assets to Meet Useful Service Lives
- Major – Extends Useful Service Lives of Assets



# Major Issues Affecting Utility System

- **Utility Rates Insufficient to Fund System Operations Based on Preliminary Fiscal Year 2020 Budget**
  - Currently Funding \$240K of 300K+ Annual Town of Lady Lake Wastewater Charges Through General Fund Revenues



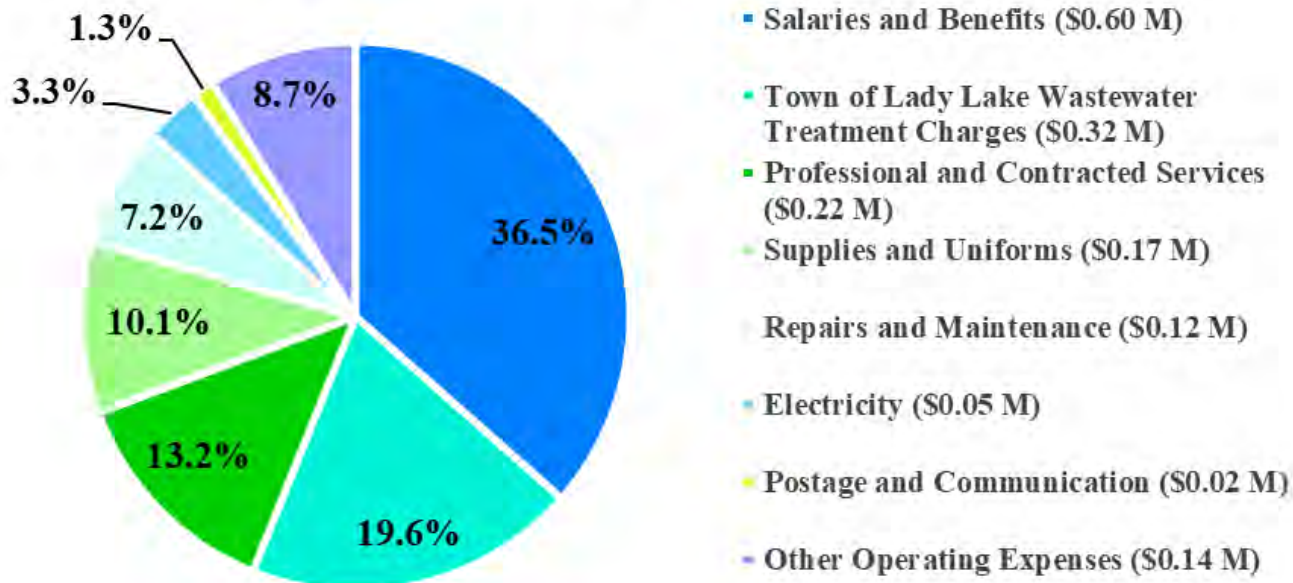


# Major Issues Affecting Utility System (cont.)

## ➤ Operating Expenses Higher Than Recent History

- Fiscal Year 2020 Budgeted Operating Expenses Are Considered by City Staff to Be Representative of Costs to Sustainably Run System and Accommodate System Growth
- Utility Is Highly-Regulated: Possible Future Fines and Consent Orders If Line Breaks Due to Inadequate Maintenance Cause Pollution

Summary of Fiscal Year 2020 Operating Expenses (Total = \$1.6 Million)







# Major Issues Affecting Utility System (cont.)

- **City Not Meeting Debt Service Coverage Requirement Associated with Outstanding State Revolving Fund (SRF) Loans That Financed City's Wastewater Utility System**
  - Formal Agreements Between City and Florida Department of Environmental Protection (FDEP)
  - Rate Covenant: City Commission Agreed to Establish Rates Such That Net Revenues Plus Impact Fees Would Be At Least Equal to 115% of SRF Loan Debt Service
  
- **Financial Risks of Not Meeting Coverage Requirement**
  - Technical Default
  - If Trend Continues and Payments Are Missed, All Principal May Become Due Immediately
  - Negatively Affects Ability of City to Secure Future Financing for Critical Capital Needs



# Major Issues Affecting Utility System (cont.)

Description	Under Existing Rates	To Meet Minimum Coverage Requirement
Gross Revenues	\$ 997,410	\$ 1,599,280
Operating Expenses	<u>1,644,211</u>	<u>1,644,211</u>
Net Revenues	(646,801)	(44,931)
Impact Fees	<u>203,250</u>	<u>203,250</u>
Net Revenues Plus Impact Fees	\$ (443,551)	\$ 158,319
SRF Loan Debt Service	137,668	137,668
Debt Service Coverage Without Rate Adjustments (115% Required)	<u><u>-322%</u></u>	<u><u>115%</u></u>
Gross Revenues Required		\$ 1,599,280
Less Other Operating Revenue and Unrestricted Interest Earnings		<u>155,208</u>
Revenues Required to Be Recovered Through Monthly User Rates		\$ 1,444,072
User Rate Revenue Under Existing Monthly User Rates		842,202
<b>Additional Revenue Required to Meet Minimum Debt Service Coverage</b>		<b>\$ 601,870</b>
<b>Increase in User Rate Revenue Required to Meet Minimum Debt Service Coverage</b>		<b><u><u>71.5%</u></u></b>



# Major Issues Affecting Utility System (cont.)

- **Inadequate Funding for Capital Projects**
  - **Include Projects to Extend Service Availability**
  - **Developers Expect Both Water and Wastewater Service to Be Available**
  - **Expanding Customer Base Provides More Units Over Which to Spread Utility System Fixed Costs (Lower Future Rate Adjustments)**



# Major Issues Affecting Utility System (cont.)

## ➤ Fiscal Year 2020 Revenue Requirements Analysis

Description	Revenue Requirements
Operating Expenses	\$ 1,644,211
SRF Loan Debt Service	137,668
Florida Department of Transportation Note	14,186
Equipment Purchases	47,500
System Improvements	330,000
Gross Revenue Requirements	\$ 2,173,566
Less Other Operating Revenue and Unrestricted Interest Earnings	155,208
Less Impact Fees Used to Pay Growth-Related Debt Service	151,855
Less Transfers from General Fund to Pay Town of Lady Lake Wastewater Charges	240,000
Net Revenue Requirements	\$ 1,626,503
Add Allowance for 100% SRF Loan Debt Service Coverage from Net Revenues	168
Net Revenue Requirements to Be Recovered from Monthly User Rates	\$ 1,626,671
User Rate Revenue Under Existing Monthly User Rates	842,202
<b>Additional User Rate Revenue Required to Meet Revenue Requirements</b>	<b>\$ 784,470</b>
<b>Increase in User Rate Revenue Required to Meet Revenue Requirements</b>	<b>94.0%</b>

## ➤ Minimal Available Operating Reserves to Phase-In Adjustments







# Existing Monthly Water User Rates

- **75% of Utility Customers Only Have Water Service**
- **Uniform Among Customer Classes**
- **25% Outside-City Surcharge as Allowed Per Florida Statute 181.191**

Description	Gallons	Rate
Base Rate	Includes First 3,000 Gallons of Usage	\$ 17.10

## Volumetric Rates:

Block 1 per 1,000 Gallons	3,001 to 5,000	\$ 1.00
Block 2 per 1,000 Gallons	5,001 to 9,000	1.39
Block 3 per 1,000 Gallons	9,000 to 14,000	1.83
Block 4 per 1,000 Gallons	14,001 to 18,000	2.43
Block 5 per 1,000 Gallons	Over 18,000	2.98



# Proposed Changes to Monthly Water User Rates

- **Higher Base Charges for Larger Meter Sizes**
  - Consistent with Existing Wastewater Rate Structure
  - Larger Meters Have Higher Demand for System Capacity and Should Pay a Greater Portion of System Fixed Costs
- **Elimination of Minimum 3,000 Gallons Included in Base Rate**
  - Promotes Equity for Small Users and Customers with No Monthly Usage
- **4 Volumetric Price Blocks for Single Family Residential Customers**
  - Cover Indoor / Essential, Discretionary, and Excessive Usage
  - Price Blocks Link to 250 Gallons Per Day Level of Service Standard (About 8,000 Gallons Per Month)
  - Expanded Price Blocks for Larger Meter Sizes
- **Uniform Volumetric Rate for Multifamily and Commercial Classes**
- **3 Volumetric Price Blocks for Irrigation Customers**
  - Priced at Discretionary and Excessive Usage Rates
  - Expanded Price Blocks for Larger Meter Sizes



# Proposed Monthly Water User Rates

- **Maintained 25% Outside-City Surcharge**

## PROPOSED MONTHLY BASE CHARGES

Description	Rate
<u>Base Rate by Meter Size:</u>	
3/4" Meter or Smaller	\$ 17.10
1" Meter	28.50
1-1/2" Meter	57.00
2" Meter	91.20
3" Meter	171.00
4" Meter	285.00



# Proposed Monthly Water User Rates (cont.)

## SINGLE FAMILY RESIDENTIAL VOLUMETRIC RATES

Description	Rate
Block 1 per 1,000 Gallons	\$ 3.00
Block 2 per 1,000 Gallons	6.00
Block 3 per 1,000 Gallons	9.00
Block 4 per 1,000 Gallons	12.00

## SINGLE FAMILY RESIDENTIAL VOLUMETRIC PRICE BLOCKS

Meter Size	Meter Equivalent Factor	Water Consumption Usage Range (gallons)			
		Block 1	Block 2	Block 3	Block 4
3/4" or Smaller	1.00	0 to 8,000	8,001 to 16,000	16,001 to 24,000	Above 24,000
1"	1.67	0 to 13,000	13,001 to 27,000	27,001 to 40,000	Above 40,000
1-1/2"	3.33	0 to 27,000	27,001 to 53,000	53,001 to 80,000	Above 80,000
2"	5.33	0 to 43,000	43,001 to 85,000	85,001 to 128,000	Above 128,000





# Proposed Monthly Water User Rates (cont.)

## MULTIFAMILY AND COMMERCIAL VOLUMETRIC RATES

Description	Rate
All Usage per 1,000 Gallons	\$ 3.00

## IRRIGATION VOLUMETRIC RATES

Description	Rate
Block 1 per 1,000 Gallons	\$ 6.00
Block 2 per 1,000 Gallons	9.00
Block 3 per 1,000 Gallons	12.00

## IRRIGATION VOLUMETRIC PRICE BLOCKS

Meter Size	Meter Equivalent Factor	Water Consumption Usage Range (gallons)		
		Block 1	Block 2	Block 3
3/4" or Smaller	1.00	0 to 16,000	16,001 to 24,000	Above 24,000
1"	1.67	0 to 27,000	27,001 to 40,000	Above 40,000
1-1/2"	3.33	0 to 53,000	53,001 to 80,000	Above 80,000
2"	5.33	0 to 85,000	85,001 to 128,000	Above 128,000
3"	10.00	0 to 160,000	160,001 to 240,000	Above 240,000
4"	16.67	0 to 267,000	267,001 to 400,000	Above 400,000







# Water Bill Comparison

- **75% of Utility Customers Only Have Water Service**
- **Single Family Residential Customers Comprise 88% of Customer Base**

## SINGLE FAMILY RESIDENTIAL WATER BILL COMPARISON

Monthly Usage (gallons)	Existing Rates Monthly Bill	Proposed Water Rates - Fiscal Year 2020		
		Monthly Bill	Difference	Cost Per Gallon
0	\$17.10	\$ 17.10	\$ -	
2,000	17.10	23.10	6.00	1.2¢
3,000	17.10	26.10	9.00	0.9¢
4,000	18.10	29.10	11.00	0.7¢
6,000 [*]	20.49	35.10	14.61	0.6¢
8,000	23.27	41.10	17.83	0.5¢
10,000	26.49	53.10	26.61	0.5¢
15,000	36.24	83.10	46.86	0.6¢
20,000	64.39	173.10	108.71	0.9¢

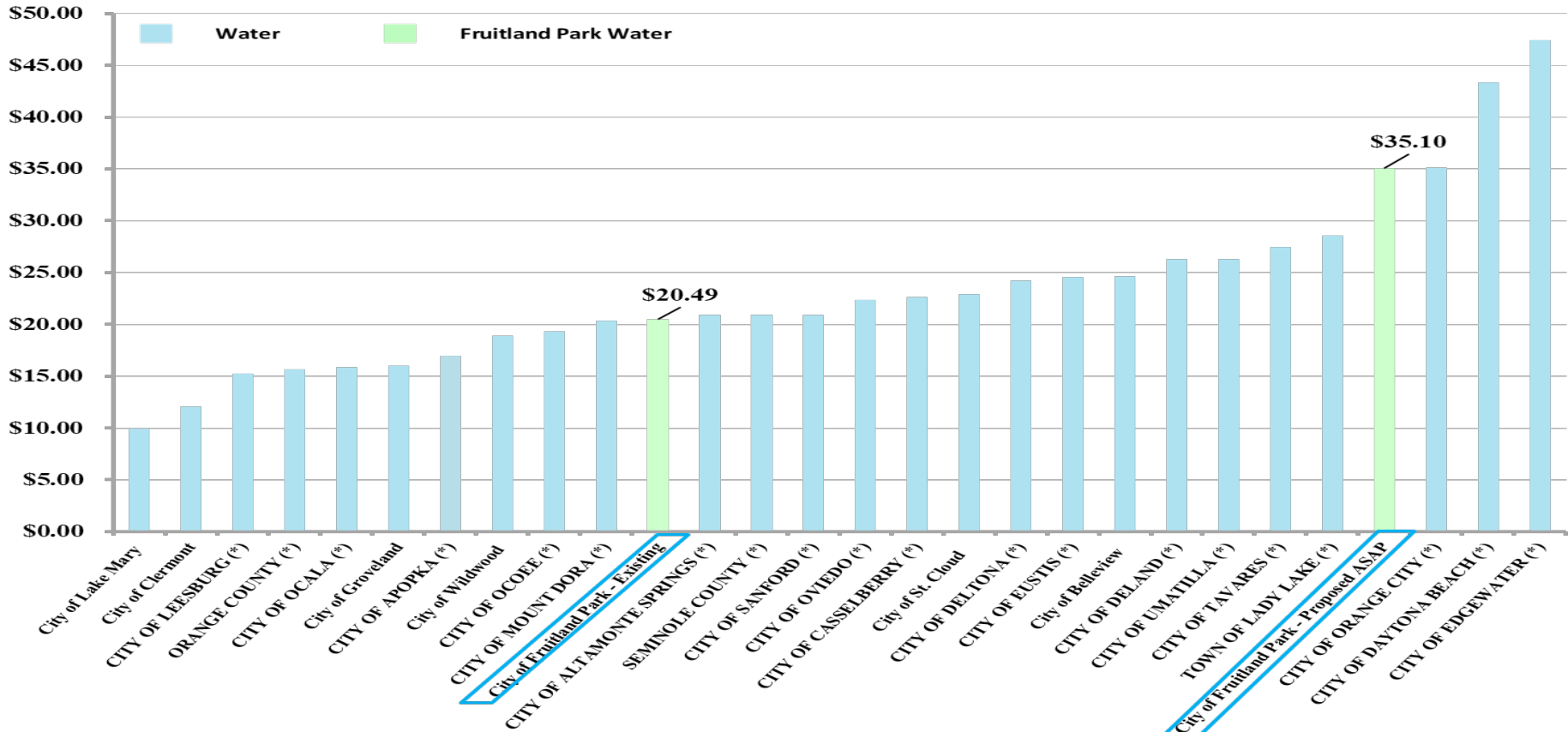
[\*] Historical average monthly usage of a single family residential customer in the System.



# Water Bill Comparison (cont.)

## ➤ Not a Report Card on How Well Utility Is Performing

### ■ Many Reasons Why Rates Differ Among Utilities



(\*) Utilities in CAPITALIZED letters: i) are involved in rate study; ii) are planning to conduct rate study; or iii) will implement rate revision or price index / pass-through adjustment within twelve months





# Some Reasons Why Rates Differ Among Utilities

- **Size of Existing Customer Base / Available System Growth**
- **Demographics (e.g., Customers Spread Out vs. Close Together, Types of Customers Served)**
- **Level of Capital Improvements to Meet Service Area Growth**
- **Amount of Needed Renewals and Replacements / Remaining Service Life of Assets**
- **Differences in Bond Covenants**
- **Source of Water Supply and Treatment Process Costs**
- **Plant Capacity Utilization and Assistance in Funding of Such Capacity (e.g., Grants, Impact Fees)**
- **Time of Last Rate Review**
- **Amount of General Fund and Administrative Fee Transfers**





# Bulk Potable Water Rate for Central Sumter Utility Company

- **Currently \$0.82 per 1,000 Gallons**
  - Substantially Lower Than Water System Cost Per 1,000 Gallons
  
- **Agreement: Bulk Potable Water Rate Will Be Adjusted Any Time City Adjusts City's Base Rate for Residential Water By the Same Percentage Increase or Decrease in the City's Base Rate for Residential Water**
  - Language Does Not Specifically Address Proposed Water Rate Restructuring
  
- **Recommendation to Work with Central Sumter Utility Company to Determine Appropriate Rate Adjustment Plan**
  - Consider Rate-Phasing Alternatives to Avoid "Rate Shock"



# Existing Monthly Wastewater User Rates

- Only 25% of Utility Customers Have Water and Wastewater Service
- **25% Outside-City Surcharge**

## MONTHLY WASTEWATER BASE RATES

Description	Rate
Residential - All Meter Sizes	\$ 15.71
<u>Commercial by Meter Size:</u>	
3/4" Meter or Smaller	\$ 15.71
1" Meter	35.28
1-1/2" Meter	67.92
2" Meter	107.07
3" Meter	198.44
4" Meter	328.96

## VOLUMETRIC CHARGE

Description	Rate
All Usage per 1,000 Gallons [*]	\$ 1.83

[\*] Billing for single family residential customers is capped at 7,500 gallons





# Proposed Changes to Monthly Wastewater User Rates

- **Residential Billing Cap Increased from 7,500 Gallons to 10,000 Gallons**
  - Typical Billing Cap Used by Neighboring Utilities
  - Provides More Billable Flow Over Which to Recover Costs
  
- **Increased Base Charge for 3/4-Inch Meter from \$15.71 to \$25.00**
  - Consistent with Levels Charged By Neighboring Utilities



# Proposed Monthly Wastewater Rates

➤ Only 25% of Utility Customers Have Water and Wastewater Service

## MONTHLY WASTEWATER BASE RATES

Description	Rate
Residential - All Meter Sizes	\$ 25.00
<u>Commercial by Meter Size:</u>	
3/4" Meter or Smaller	\$ 25.00
1" Meter	41.67
1-1/2" Meter	83.33
2" Meter	133.33
3" Meter	250.00
4" Meter	416.67

## VOLUMETRIC CHARGE

Description	Rate
All Usage per 1,000 Gallons [*]	\$ 5.18

[\*] Billing for single family residential customers is capped at 10,000 gallons





# Combined Water and Wastewater Bill Comparison

- **Only 25% of Utility Customers Have Water and Wastewater Service**
- **Single Family Residential Customers Comprise 88% of Customer Base**

## SINGLE FAMILY RESIDENTIAL COMBINED WATER AND WASTEWATER BILL COMPARISON

Monthly Usage (gallons)	Existing Rates Monthly Bill	Proposed Water Rates - Fiscal Year 2020		
		Monthly Bill	Difference	Cost Per Gallon
0	\$32.81	\$ 42.10	\$ 9.29	
2,000	36.47	58.46	21.99	2.9¢
3,000	38.30	66.64	28.34	2.2¢
4,000 [*]	41.13	74.82	33.69	1.9¢
6,000	47.18	91.18	44.00	1.5¢
8,000	52.71	107.54	54.84	1.3¢
10,000	55.93	129.90	73.98	1.3¢
15,000	65.68	159.90	94.23	1.1¢
20,000	93.83	249.90	156.08	1.2¢

[\*] Historical average monthly usage of a single family residential customer in the System.



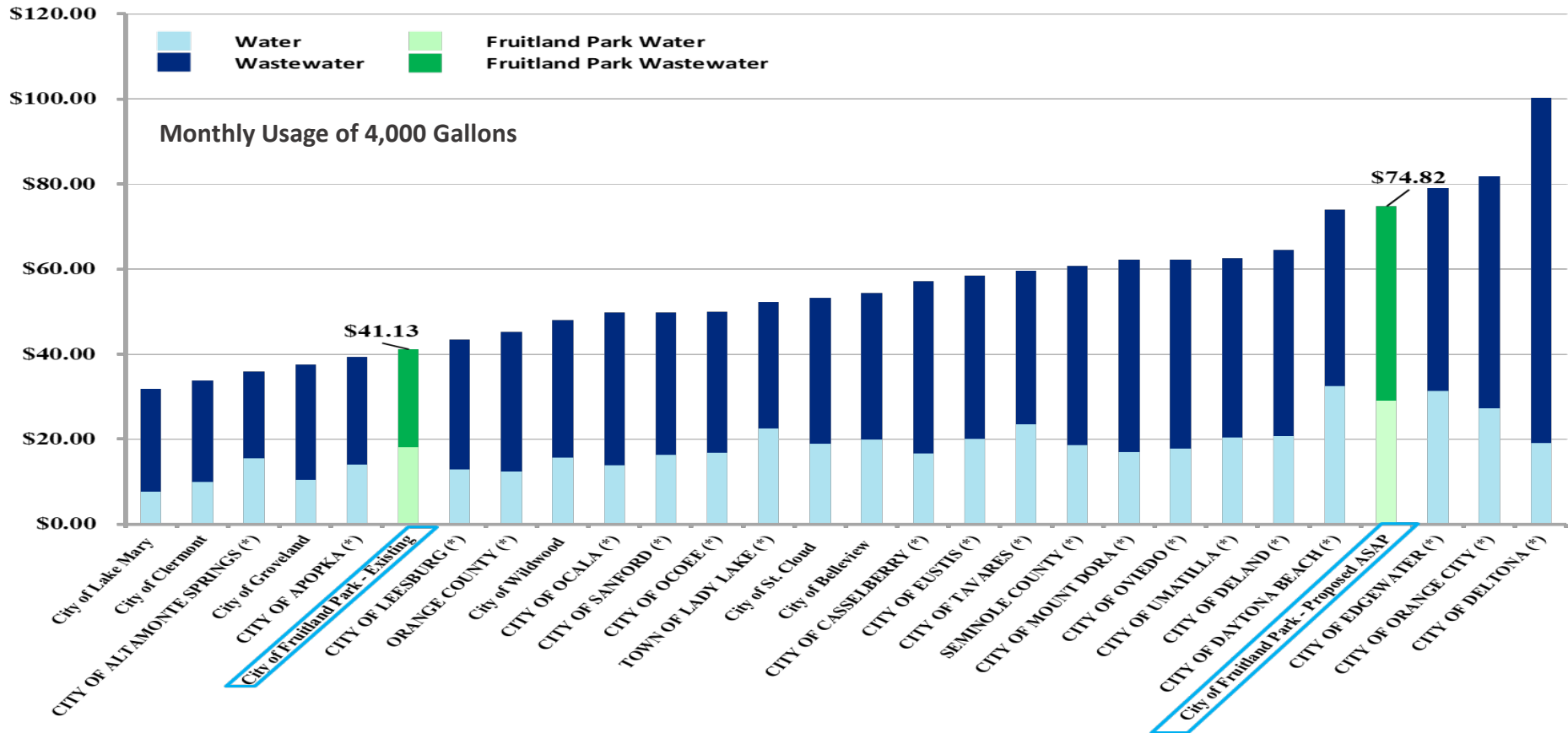




# Combined Water and Wastewater Bill Comparison (cont.)

## ➤ Not a Report Card on How Well Utility Is Performing

### ■ Many Reasons Why Rates Differ Among Utilities



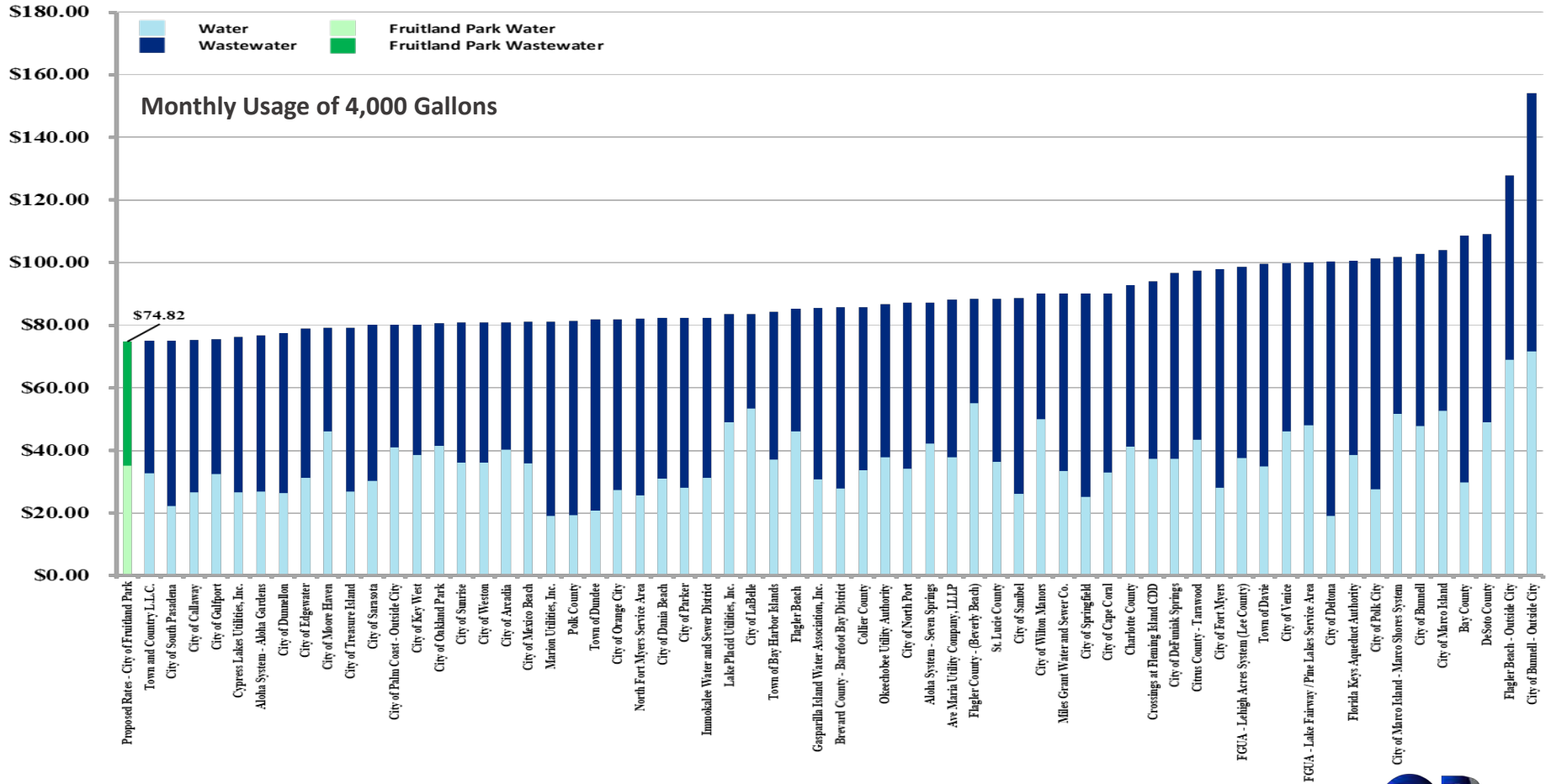
(\*) Utilities in CAPITALIZED letters: i) are involved in rate study; ii) are planning to conduct rate study; or iii) will implement rate revision or price index / pass-through adjustment within twelve months





# Combined Water and Wastewater Bill Comparison (cont.)

## Utilities in State of Florida with Higher Rates Than What Is Proposed for Fruitland Park





# Proposed Residential Monthly User Rates Considered Affordable By Utility Industry Standards

- **Environmental Protection Agency: Monthly Water and Wastewater Bill Less Than 4.5% of Median Household Income Considered Affordable**

Description	Fruitland Park, FL	
Monthly Water and Wastewater Bill for Average Single Family Residential Customer Under Proposed User Rates [1]	\$	74.82
Median Monthly Household Income per U.S. Census Bureau [2]		3,093
Percent of Total		2.4%

[1] Monthly usage of 4,000 gallons.

[2] \$37,113 annual median household income for Fruitland Park / 12 months.





# Water and Wastewater User Rate Options

- **Status Quo Is Not Financially Feasible**
  - Need to Address Debt Service Coverage Issue and Properly Fund Utility Operations (Health and Safety Issue)
  - Utility Currently on Path to Insolvency (Minimal Operating Reserves)
- **Lady Lake Wastewater Service Agreement:**
  - Lady Lake Currently Charging More for Wastewater Service Than What City Expected Based on Agreement (Billing Dispute)
  - City May Want to Explore Legal Options
- **Option 1: Adopt Some Form of Rates as Presented**
  - Develop Long-Term Plan to Eliminate Utility's Dependence on General Fund Revenues
  - Determine Whether to Have Long-Term Repayment Plan for General Fund Loans to Utility or to Forgive Loans (Would Need to Set Rates Accordingly)
  - Comprehensive Annual Financial Report for Fiscal Year 2018 Indicates \$884,550 Due to General Fund from Utility as of September 30, 2018





# Water and Wastewater User Rate Options (cont.)

- **Option 2: Pledge General Fund Revenues in Addition to Utility Revenues and Impact Fees to Repay Existing SRF Loans**
  - Would Eliminate Debt Service Coverage Issue
  - Increase General Fund Subsidization Temporarily to Allow More Gradual Phase-In of Rate Adjustments (Long-Term Plan Would Be to Eliminate Subsidization)
  - Determine Whether to Have Long-Term Repayment Plan for General Fund Loans to Utility or to Forgive Loans (Would Need to Set Rates Accordingly)
  
- **Option 3: Exit the Utility Business**
  - Sell Service Area
  - Would Lose Ability to Set Rates
  - Could Possibly Be Subject to 25% Outside-Municipality Surcharge from Public Provider



# Water and Wastewater Impact Fees

- **Currently \$985 per Water Equivalent Residential Unit (ERU) and \$3,080 per Wastewater ERU**
  - Not Much City-Funded Investment in System Since Impact Fees Last Calculated
  
- **Town of Lady Lake Currently Charging City \$3,172 per ERU for Treatment Capacity Through "Operational Costs" in Agreement**
  - Higher Than City's Total Wastewater Impact Fee per ERU
  
- **Recommendation: City Currently Has Funding in Place for Master Plan Updates. Approve Master Plan Updates and Adjust Impact Fees Based on Findings**



# Inactive Account Policy

- **City Does Not Currently Bill for Inactive or "Vacant" Accounts**
- **Recommendation: Bill Property Owners Monthly Base Charges for Service Where Service Is Available, Regardless of Whether Property Is Considered Active Account**
  - **Utility Has Built Supply, Treatment, Transmission, and Distribution / Collection Infrastructure to Provide Service and Utility Continues to Incur Fixed Costs to Maintain "Ready-to-Serve" Condition**
  - **Billing Inactive or Vacant Accounts Reduces Overall Costs to Year-Round Customers and Helps Keep User Rates Lower**



# Meter Installation Charges

- **Largest Other Operating Revenue**
- **Recommendation to Adopt "Actual Cost Plus 10% Administration Fee" for All Meter Sizes**
  - **Administration Fee Is Allowance for Supervisory Overheads and Departmental Overheads to Maintain Infrastructure to Provide Service**
  - **If City Charges Less Than Cost, Existing Ratepayers Must Make Up the Difference**





# Grinder Pump Policy

- **City Owns Grinder Pumps Attached to Several Wastewater Customer Dwellings**
  - Grind Waste Into Fine Slurry and Pump It Into Central Wastewater System
  
- **City Staff Spends Substantial Amount of Time Repairing and Replacing Grinder Pumps**
  - Typically Due to Customers' Flushing Prohibited Items (i.e., Any Solid or Semi-Solid Objects That Do Not Dissolve Readily in Water)
  
- **Recommendation: Adopt Policy to Invoice Customers for Damage to Grinder Pump Components Due to Customer Negligence or Abuse or Third-Party Acts**
  - Amount Charged for Replacement Would Be Based on: i) Years of Grinder Life Shortened By Incident Assuming Ten (10 ) Year Standard Lifespan; ii) City's Actual Cost of Grinder Pump; and iii) Labor to Install New Grinder Pump





# Requested Commission Action

- **Provide Direction on Water and Wastewater Utility Rates to Get Through Fiscal Year 2020**
  - Multiple Options – Will Finalize Proposed Rates Based on Commission Direction
  - Status Quo Is Not Financially Feasible – Need to Address Debt Service Coverage Issue and Properly Fund Utility Operations (Health and Safety Issue); Utility Currently on Path to Insolvency
  
- **Based on Direction on Water Utility Rates, Work with Central Sumter Utility Company to Develop Appropriate Bulk Potable Water Rate**
  
- **Approve Master Plan Updates and Adjust Water and Wastewater Impact Fees Based on Findings**
  - Currently Charging Growth Less Than City's Cost for Wastewater Capacity
  
- **Adopt Policy to Bill Monthly Base Charges to Inactive Accounts**
  - If Service Is Available, Should Pay Portion of Utility's Monthly Fixed Costs
  - Would Enable City to Spread Utility Costs Over More Billable Units



# Requested Commission Action (cont.)

- **Adopt Meter Installation Charges Based on Actual Cost Plus 10% Administration Allowance**
  - If City Charges Less Than Cost, Existing Ratepayers Must Make Up the Difference
  
- **Adopt Policy to Enable City to Invoice Customers for Damage to Grinder Pump Components Due to Customer Negligence or Abuse or Third-Party Acts**
  
- **Evaluate Sufficiency of Water and Wastewater User Rates Each Year During Budgetary Process**
  - Monitor Customer Growth, Which Will Provide More Accounts Over Which to Recover Utility's Fixed Costs
  - Monitor Response to Any Rate Design Changes



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

**ITEM TITLE:** Resolution 2019-028 Proposed Fire Assessment

**For the Meeting of:** July 11, 2019

**Submitted by:** City Attorney/City Treasurer

**Date Submitted:** July 1, 2019

**Funds Required:** No

**Attachments:** Resolution 2019-028 and scenarios

**Item Description:** Resolution 2019-028 to propose a fire assessment as follows:

Fruitland Park Residential Assessment = \$241.00, rate per square foot	= \$ .091
Village Residential	= \$ 192
Gross revenue for FP	= \$520,222
Gross revenue for Villages	= \$346,819
Fire Department Budget FY2020	= \$818,622
Village Fire Cost	= <u>\$345,220</u>
Net Fire Department	= \$473,402

**Action to be Taken:** Adopt Resolution 2019-028

**Staff's Recommendation:** Approval

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**

## RESOLUTION 2019-028

**A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES THROUGHOUT THE CITY OF FRUITLAND PARK; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY.** This Resolution is adopted pursuant to Ordinance No. 2016-007, Sec. 166.041 and Chapter 197, Florida Statutes, Resolution No. 2015-014 and other applicable provisions of law.

**SECTION 2. PURPOSE.** This Resolution constitutes the Tentative Rate Resolution as provided for in the Ordinance. All capitalized words and terms not defined herein shall have the meanings set forth in Ordinance 2016-007. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

### **SECTION 3. PROVISION AND FUNDING OF FIRE SERVICES.**

- (A) Upon the imposition of Fire Service Assessment for fire services, facilities, or programs against Assessed Property located within the City of Fruitland Park, the City shall provide fire services to such Assessed Property. A portion of the cost to provide such fire services, facilities, or programs shall be funded from proceeds of the Fire Assessment collected within the City of Fruitland Park. The remaining cost, if any, required to provide fire services, facilities, and programs shall be funded by legally available City of Fruitland Park revenues other than Fire Assessment proceeds.
- (B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City of Fruitland Park will be specially benefitted by the City of Fruitland Park's provision of fire services, facilities, and programs in an amount not less than the Fire Service Assessment imposed against such parcel, computed in the manner set forth in this Tentative Rate Resolution.

### **SECTION 4. IMPOSITION AND COMPUTATION OF FIRE SERVICE**

**ASSESSMENT.** The Fire Service Assessment shall be imposed against all Tax Parcels within the City of Fruitland Park subject to the assessment as set forth in this Tentative Rate Resolution. The Fire Service Assessment shall be computed in the manner set forth in this Tentative Rate Resolution.

**SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.**

- (A) The legislative determinations of special benefit embodied in Ordinance 2016-007 is affirmed and incorporated herein by reference.
- (B) The City Commission has determined and declares that the fire services assessment being imposed by the City is being fairly and reasonably apportioned among the Parcels receiving the special benefit.
- (C) The City Commission relies on and adopts the study prepared by Government Services Group, Inc. on behalf of the City of Fruitland Park entitled City of Fruitland Park, Florida, Fire Assessment Memorandum dated June 2016.
- (D) Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law provides facilities and uses to their ownership, occupants, and memberships as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon buildings located upon such parcels of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Services Assessments shall be imposed upon Institutional Buildings located upon a parcel of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law.
- (E) Government Property provides facilities and uses to the community, local constituents, and the public in general that serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon parcels of Government Property.
- (F) Government Property that is owed by federal government entities, such as the VA and HUD, due to foreclosures or government-backed grant programs funding housing rehabilitation are neither serving a governmental purpose nor providing a public benefit but are instead being held by these federal government entities in a proprietary capacity. Accordingly, these properties shall not be exempted from the Fire Service Assessment.

**SECTION 6. COST APPORTIONMENT AND PARCEL APPORTIONMENT METHODOLOGIES.**

- (A) The City proposes to create the Fire Services Assessment Benefit Area, consisting of two sub Assessment Areas. The City benefit area and the Village of Fruitland Park benefit area. The Benefit areas are shown on the map attached hereto as Appendix D.
- (B) The Cost Apportionment and Parcel Apportionment methodologies for the City Benefit Area as set forth herein are adopted.

- a. The City has identified the full cost of providing fire services through the development and determination of the assessable costs of providing such services.
- b. The City analyzed the service delivery data and segregated to property use categories, and found the following.

**Calendar Year 2015 Call Data Analysis**

Fixed Property Use	Total Calls	Percentage of Calls
Residential	427	80.41%
Non-Residential	104	19.50%
<b>TOTAL</b>	<b>531</b>	<b>100%</b>

- c. A comprehensive analysis of all property use categories within the City was conducted and the Commission has determined the following parcels receive a special benefit from the provision of fire services, residential and non-residential (including commercial, industrial/warehouse and institutional).
- d. The following parcel apportionment shall be utilized:

<b>Parcel Apportionment</b>	
Category	Parcel Apportionment
Residential	Dwelling Unit
Non-Residential Includes Commercial, Industrial/Warehouse and Institutional	Square Footage (capped at 17,400 sq. ft.)

- (A) The Cost Apportionment and Parcel Apportionment methodology for the Villages Benefit Area as set forth herein are adopted.
  - a. The fire services in the Village Benefit Area are provided through an interlocal agreement with the Village Center Community Development District based on the number of single-family residential parcels. Therefore, it is fair and reasonable to assess on a per dwelling unit basis for developed parcels.

**SECTION 7. DETERMINATION OF FIRE SERVICES COST; ESTABLISHMENT OF ANNUAL FIRE SERVICE ASSESSMENT RATES.**

- (A) The Fire Services Cost to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2019, is the amount determined in the Estimated Fire Service Assessment Rate Schedule, attached hereto as Appendix A. The approval of the Estimated Fire Service

Assessment Rate Schedule by the adoption of this Tentative Rate Resolution determines the amount of the Fire Services Cost. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available City of Fruitland Park revenue other than Fire Service Assessment proceeds.

- (B) The estimated Fire Service Assessments specified in the Estimated Fire Service Assessment Rate Schedule are hereby established to fund the specified Fire Services Cost determined to be assessed in the Fiscal Year commencing October 1, 2019. No portion of such Fire Services Cost is attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Services Cost is attributable to emergency medical services costs.
- (C) The estimated Fire Service Assessment established in this Tentative Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Fire Assessment Roll for the Fiscal Year commencing October 1, 2019 as provided in Section 8 of this Tentative Rate Resolution.

**SECTION 8. ANNUAL FIRE ASSESSMENT ROLL.**

- (A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Fire Assessment Roll for the Fiscal Year commencing October 1, 2019, in the manner provided in the Ordinance. The updated Fire Assessment Roll shall include all Tax Parcels subject to the Fire Services Assessment within the City of Fruitland Park. The City Manager shall apportion the estimated Fire Services Cost to be recovered through Fire Services Assessment in the manner set forth in this Tentative Rate Resolution.
- (B) A copy of this Tentative Rate Resolution, Ordinance 2016-007, documentation related to the estimated amount of the Fire Services Cost to be recovered through the imposition of Fire Services Assessment, and the updated Fire Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Fire Assessment Roll proposed for the Fiscal Year beginning October 1, 2019 be in printed form if the amount of the Fire Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.
- (C) It is hereby ascertained, determined, and declared that the method of determining the Fire Services Assessment for fire services as set forth in this Tentative Rate Resolution is a fair and reasonable method of apportioning the Fire Services Cost among parcels of Assessed Property located within the City of Fruitland Park.

**SECTION 9. AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 6:00 p.m., or as soon thereafter as the item can be heard, on September 5, 2019, in the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida, at which time the City Commission will receive and consider any comments on the Fire Services Assessments from the public and affected property owners and consider imposing Fire Services Assessment and collecting such assessments on the same bill as ad valorem taxes.

**SECTION 10. NOTICE BY PUBLICATION.** The City Manager shall publish a notice of the public hearing authorized by Section 9 hereof in the manner and time provided in the Uniform Assessment Collection Act. The notice shall be published no later than August 15, 2019, in substantially the form attached hereto as Appendix B.

**SECTION 11. NOTICE BY MAIL.** The City Commission shall provide first class mailed notice of the public hearing authorized by Section 9 hereof. Such mailed notice shall be in the form required by the Uniform Assessment Collection Act and Ordinance 2016-007 for the purpose of imposing Fire Service Assessment for the Fiscal Year Beginning October 1, 2019. The notice shall be in substantially the form attached hereto as Appendix C. All first class mailed notices must be mailed no later than August 16, 2019.

If the City determines that the truth-in-millage (“TRIM”) notice that is mailed by the Property Appraiser under section 200.069, Florida Statutes, also fulfills the requirements of this section, then the separate mailing requirement described in this section will be deemed fulfilled by the TRIM notice.

**SECTION 12. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the City of Fruitland Park from the Fire Services Assessment will be utilized for the provision of fire services, facilities, and programs within the City of Fruitland Park. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire services, facilities, and programs within the City of Fruitland Park.

**SECTION 13. EFFECTIVE DATE.** This Tentative Rate Resolution shall take effect immediately upon its passage and adoption.

DULY ADOPTED this 11<sup>th</sup> day of July 2019.

---

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

---

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

Approved as to form and legality:

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

**APPENDIX A**  
**Estimated Fire Service Assessment Rate Schedule**

1. **Determination of Fire Services Costs.** The estimated Fire Services Cost to be assessed for the Fiscal Year commencing October 1, 2019, is \$816,622.
2. **Estimated Fire Services Assessment.** The estimated Fire Services Assessment to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Cost for the Fiscal Year commencing October 1, 2019, are hereby established as follows for the purpose of this Tentative Rate Resolution:

FY 2019-20 Preliminary Fire Assessment Rates – City of Fruitland Park Benefit Area

Category	Rate Per Dwelling Unit
Residential	\$241.00
	Rate Per Square Foot
Non-Residential	\$0.091
<hr/>	
Total Estimated Gross Revenue	\$520,222.00
<hr/>	
Total Estimated Government Buy-down	\$14,369.00
<hr/>	
Total Estimated Institutional Tax Exempt Buy Down	\$9,814.00
<hr/>	
Total Estimated Net Revenue	\$496,039.00

FY 2019-19 Preliminary Fire Assessment Rates – Villages of Fruitland Park Benefit Area

Residential	\$192.00 per Dwelling Unit
Total Estimated Gross Revenue	\$346,819.00

- A. No Fire Services Assessment shall be imposed upon a parcel of Government Property; except Government Property that is owned by federal entities, such as the VA and HUD, and held in a proprietary capacity shall not be exempted from the Fire Services Assessment.
- B. Any shortfall in the expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessment required by law or authorized by the Commission shall be supplemented by any legally available funds, or combination of funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments. It is the legislative determination of the Commission that in the event of a court of competent jurisdiction determining any exemption or reduction by the Commission is improper or otherwise adversely affects the validity of the Fire Services Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Services Assessment upon each affected Tax



Parcel in the amount of the Fire Services Assessment that would have been otherwise imposed save and except for such reduction or exemption afforded to such Tax Parcel by the Commission.

## APPENDIX B

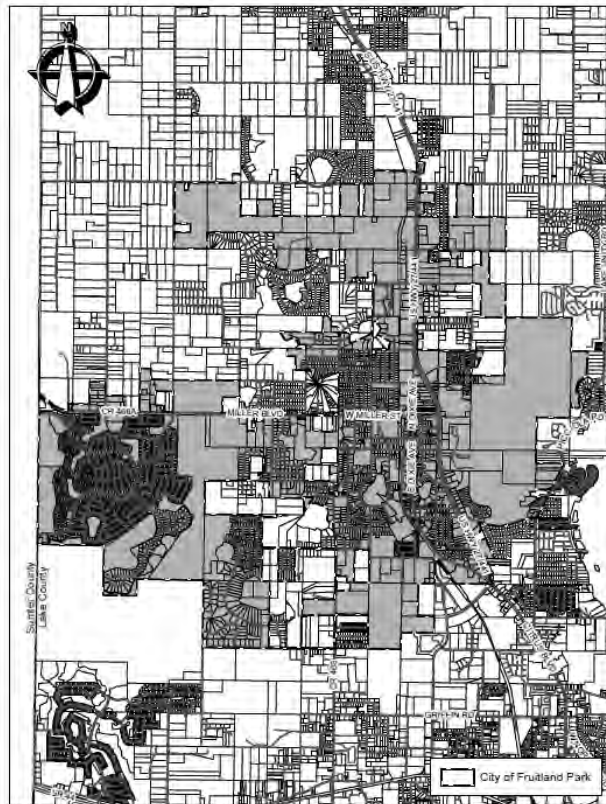
### Notice of Public Hearing for Publication

**To Be Published on or before August 15, 2019**

#### NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Fruitland Park will conduct a public hearing to consider imposing fire services special assessments for the provision of fire protection services within the City for the Fiscal Year beginning October 1, 2019.

On Thursday, September 5, 2019 at 6:00 p.m. or as soon thereafter as possible, the City Commission of the City of Fruitland Park will hold a public hearing at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida for the purpose of receiving public comment concerning Resolution 2019-031 setting the rate for the fire services assessment to be imposed on real property within the City of Fruitland Park and which provides for collection of fire services assessment by the Lake County Tax Collector. All affected property owners have the right to appear at the public hearing and the right to file written objections within 20 days of the publication of this Notice of Public Hearing.



The fire services assessment for each parcel of property will be based upon each parcel's classification category and the number of billing units within the specified category. The following table reflects the proposed Fire Assessment schedule.

**CITY OF FRUITLAND PARK BENEFIT AREA**

Category	Rate Per Dwelling Unit
Residential	\$241.00
	Rate Per Square Foot
Non-Residential	\$0.091

**VILLAGES OF FRUITLAND PARK BENEFIT AREA**

Residential \$192.00 per Dwelling Unit

Persons with disabilities needing assistance to participate in this proceeding should contact the City Clerk at least 48 hours before the meetings at (352) 360-6727. All persons are advised that if he or she decides to appeal any decision made by the Commission with respect to any matter considered at the hearing, the person will need a record of the proceeding, and for such purposes, may need to ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is made.

Resolution 2015-014, the Fire Services Ordinance 2016-007, the Tentative Rate Resolution 2019-028, and the Fire Assessment Role are available at the City Clerk's Office, at City Hall located at 506 W. Berckman Street, Fruitland Park, Florida, between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday.

The fire services assessment will be collected on the ad valorem tax bill to be mailed in November 2019, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Clerk at (352) 360-6727, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Monday to Friday.

Esther Coulson, City Clerk  
**City of Fruitland Park**

**APPENDIX C**  
**Form of Notice to be Mailed First class mail**  
**\*\*\*\*\* NOTICE TO PROPERTY OWNER \*\*\*\*\***

CITY OF FRUITLAND PARK  
506 W. Berckman Street,  
Fruitland Park, Florida

[owner name]  
[mailing address]  
[city, state, zip code]

Tax Parcel # [ ]

CITY OF FRUITLAND PARK, FLORIDA  
  
NOTICE OF HEARING TO IMPOSE AND  
PROVIDE FOR COLLECTION OF FIRE  
SERVICES NON-AD VALOREM  
ASSESSMENTS  
  
NOTICE DATE: August 15, 2019

---

As required by Section 197.3632, Florida Statutes, notice is given by the City of Fruitland Park that an annual assessment for fire services using the tax bill collection method may be levied on your property. The purpose of this assessment is to fund fire protection services benefitting property located within the City of Fruitland Park. The total annual Fire Services Assessment revenue to be collected within the City of Fruitland Park is estimated to be \$867,041 for fiscal year October 1, 2019 – September 30, 2020. The annual fire services assessment is based on the classification of each parcel of property and the number of billing units within the property categories.

The above parcel is classified as [ ].  
The total number of billing units on the above parcel is [ ].  
The type of billing units on the above parcel is [ ].  
The annual Fire Services Assessment for the above parcel is \$[ ].  
The maximum annual fire services assessment that can be charged without further notice for Fiscal Year 2018-19 and for future fiscal years for the above parcel is \$ \_\_\_\_\_.

A public hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be heard on September 5, 2019, at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida, for the purpose of receiving public comment on the proposed assessment. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City of Fruitland Park within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Persons with disabilities needing assistance to participate in this proceeding should contact the City Clerk at least 48 hours before the meetings at (352) 360-6727.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission's action at the above hearing, such action shall be the final adjudication of the issues presented.

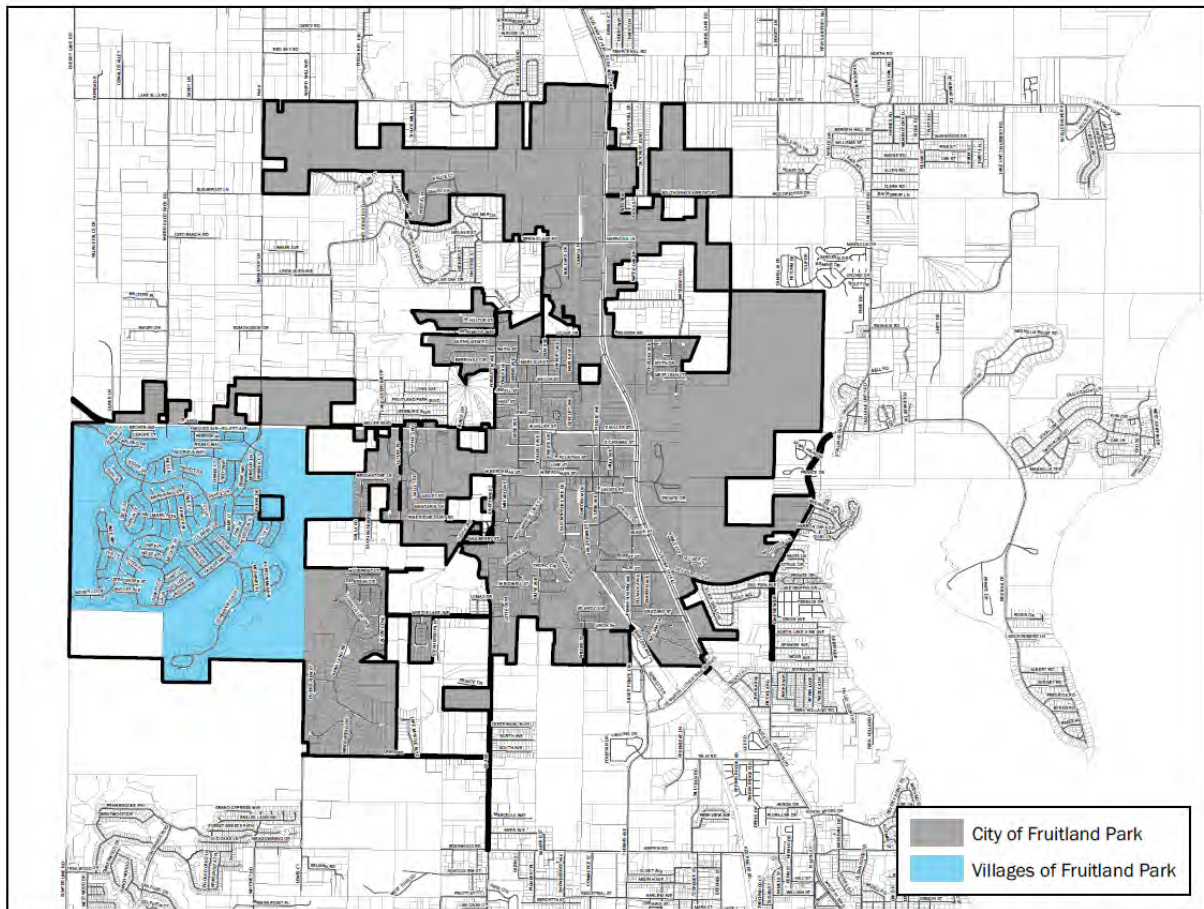
Resolution 2015-014, the Fire Services Ordinance 2016-007, the Tentative Rate Resolution 2018-028, and the Fire Assessment Role are available at the City Clerk's Office, at City Hall located at 506 W. Berckman Street, Fruitland Park, Florida, between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday.

The fire services non-ad valorem assessment amount shown on this notice will be collected by the Lake County Tax Collector on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the City at (352) 360-6727, Monday through Friday, from 8:00 a.m. to 5:00 p.m.

\*\*\* THIS IS NOT A BILL \*\*\*

**APPENDIX D**  
**MAP SHOWING HISTORICAL FRUITLAND PARK BENEFIT AREA AND VILLAGE**  
**OF FRUITLAND PARK BENEFIT AREA**



# City of Fruitland Park Fire Assessment

## PRELIMINARY FIRE ASSESSMENT RATES/REVENUES

### FY 2019-20 Historical Fruitland Park Budget

Fire Dept. (General Fund)	\$818,622
Less Villages Contract	-\$345,220
<b>Total Scenario 1</b>	<b>\$473,402</b>

<b>Collection Costs</b>	
5% Statutory Discount	\$26,011
2% TC Costs	\$10,404
2% PA Costs	\$10,404
<b>Total Collection Costs</b>	<b>\$46,820</b>

<b>Total Assessable Costs</b>	<b>\$520,222</b>
-------------------------------	------------------

### Historical Fruitland Park

- Gross Revenue -- \$520,222

### FY 2019-20 Fire Assessment Rates - Scenario 3

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$241.00
Non-Residential Property Use Categories	Rate Per Square Foot
Non-Residential	\$0.091

### Villages of Fruitland Park Rates -- \$192.00 per dwelling unit

- Gross Revenue -- \$346,819

**Total Revenue for Historical Fruitland Park and Villages of Fruitland Park -- \$867,041**

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

**ITEM TITLE:** First Reading – Ordinance 2019-010 Water Rate Restructure

**For the Meeting of:** July 11, 2019

**Submitted by:** City Treasurer

**Date Submitted:** July 1, 2019

**Funds Required:**

**Attachments:** Yes - Ordinance and Rate Tables

**Item Description:** First Reading amending Chapter 50.30, Water Rates. A utility rate study was conducted and a total restructure of the city's utility rates was recommended to cover the utility expenses. The commission requested the increase be done at 25%/25%/25% over the next three years. The rate study consultant has calculated the new rates based on those guidelines and these are incorporated into the proposed ordinance.

The base rate is being totally redone according to meter size. This change will occur only in the first year. The ¾ inch meter will remain the same which is 95% of all customers (1928 out of 2023).

The volumetric rate (cost of 1000 gallons) will be increased 25% each year for the next three years. The tiered volume range has increased greatly. Block 1 tier is the cheapest rate and the volume range has increased, allowing more volume at a cheaper rate. Blocks 3 and 4 are higher rates to discourage using that much water. This is a water conservation method used to deter people from using excessive amounts of water. This will help us with the Consumptive Use Permit next year.

**Action to be Taken:** Approve proposed Ordinance 2019-010.

**Staff's Recommendation:** Approval

**Additional Comments:** The second reading and public hearing will be held on July 25, 2019

**City Manager Review:**

**Mayor Authorization:**



## **ORDINANCE 2019-010**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 50.30 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO RESTRUCTURE AND ADJUST THE WATER UTILITY RATES BASED ON THE RECOMMENDATIONS FROM THE UTILITY RATE STUDY DATED JUNE 13, 2019 AND PREPARED BY BRYAN MANTZ; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park owns, operates and maintains a potable water services utility; and

WHEREAS, the City of Fruitland Park provides potable water within its utility district and charges its customers a water utility rate for providing such service; and

WHEREAS, the Utility Fund has operated in the negative in recent years and on the recommendation of the City's auditor to do a rate study in order to increase utility revenues to cover the utility cost, a Utility Rate Study was conducted and a total restructure of the City's utility rates was recommended, and that the restructure was presented to the city commission; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined it is necessary to uniformly increase the water rates based on the recommended changes commencing July 26, 2019, and each year thereafter for three years; and

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

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

### **Section 1. Recitals.**

The above recitals are true and correct and, by this reference, are hereby incorporated into the made an integral part of this ordinance.

### **Section 2. Water Rates**

That Sections 50.30(A) and (B) in Chapter 50, of the Fruitland Park Code of Ordinances are hereby amended to read as follows:

#### **Sec. 50.30. Charge or rate for water services.**

Any user for the services of the waterworks system of the city shall pay therefore the following rates for water services beginning July 26 , 2019, which rates shall be applicable to all customers of the waterworks system, except as otherwise provided hereafter:

(A) Water service inside the city.

1. Except as provided in subsection 2, water rates within the city shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective July 26, 2019, the base rate and the charge per 1,000 gallons of actual use shall be as follows:

**Single Family Residential Water Rates - Inside City**

	Effective 07/26/2019	Effective 10/1/2020	Effective 10/1/2021
<b>Base Rate</b>			
¾" Meter or Smaller	\$17.10	\$17.10	\$17.10
1" Meter	28.50	28.50	28.50
1½" Meter	57.00	57.50	57.00
2" Meter	91.20	91.20	91.20
Volumetric Rate [1]			
Block 1 Per 1,000 Gallons	\$ 1.32	\$ 2.08	\$ 3.03
Block 2 Per 1,000 Gallons	2.64	4.16	6.06
Block 3 Per 1,000 Gallons	3.96	6.24	9.09
Block 4 Per 1,000 Gallons	5.28	8.32	12.12

**Multi-Family and Commercial Residential Water Rates - Inside City**

<b>Base Rate</b>			
¾" Meter or Smaller	\$17.10	\$17.10	\$17.10
1" Meter	28.50	28.50	28.50
1½" Meter	57.00	57.00	57.00
2" Meter	91.20	91.20	91.20
3" Meter	171.00	171.00	171.00
4" Meter	285.00	285.00	285.00
6" Meter	570.00	570.00	570.00
8" Meter	912.00	912.00	912.00
10" Meter	1,311.00	1,311.00	1,311.00
Volumetric Rate [2]			
All Usage Per 1,000 Gallons	\$ 1.32	\$ 2.08	\$ 3.03

**Single Family Residential Irrigation Rates - Inside City**

<b>Base Rate</b>			
¾" Meter or Smaller	\$17.10	\$17.10	\$17.10
1" Meter	28.50	28.50	28.50
1½" Meter	57.00	57.50	57.00
2" Meter	91.20	91.20	91.20
Volumetric Rate			
Block 1 Per 1,000 Gallons	\$ 2.64	4.16	6.06
Block 2 Per 1,000 Gallons	3.96	6.24	9.09
Block 3 Per 1,000 Gallons	5.28	8.32	12.12

**Multi-Family and Commercial Residential Water Rates - Inside City**

**Base Rate**

¾" Meter or Smaller	\$17.10	\$17.10	\$17.10
1" Meter	28.50	28.50	28.50
1½" Meter	57.00	57.00	57.00
2" Meter	91.20	91.20	91.20
3" Meter	171.00	171.00	171.00
4" Meter	285.00	285.00	285.00
6" Meter	570.00	570.00	570.00
8" Meter	912.00	912.00	912.00
10" Meter	1,311.00	1,311.00	1,311.00

2. The bulk potable water rate within the city for water provided to Central Sumter Utility Company, LLC, shall be a bulk rate per 1,000 gallons. The rate will be adjusted any time the city adjusts the base rate for residential water by the same percentage increase or decrease in the city's base rate for residential water. Effective July 26, 2019, the charge per 1,000 gallons of actual use shall be as follows:

	Effective 07/26/2019	Effective 10/1/2020	Effective 10/1/2021
All consumption per 1,000 gallons	\$ 2.93	\$ 4.46	\$ 6.58

(B) Water service outside the city.

Users receiving service outside the city limits shall pay a charge of 125 percent of the rates set forth in subsection (A), 1. above. The water rates shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective July 26, 2019, the base rate and the charge per 1,000 gallons of actual use shall be as follows:

**Single Family Residential Water Rates – Outside City**

	Effective 07/26/2019	Effective 10/1/2020	Effective 10/1/2021
<b>Base Rate</b>			
¾" Meter or Smaller	\$21.38	\$21.38	\$21.38
1" Meter	35.63	35.63	35.63
1½" Meter	71.25	71.25	71.25
2" Meter	114.00	114.00	114.00
<b>Volumetric Rate</b>			
Block 1 Per 1,000 Gallons	\$ 1.65	\$ 2.60	\$ 3.79
Block 2 Per 1,000 Gallons	3.30	5.20	7.58
Block 3 Per 1,000 Gallons	4.95	7.80	11.36
Block 4 Per 1,000 Gallons	6.60	10.40	15.15

**Multi-Family and Commercial Residential Water Rates – Outside City**

**Base Rate**

¾" Meter or Smaller	\$21.38	\$21.38	\$21.38
1" Meter	35.63	35.63	35.63

1½" Meter	71.25	71.25	71.25
2" Meter	114.00	114.00	114.00
3" Meter	213.75	213.75	213.75
4" Meter	356.25	356.25	356.25
6" Meter	712.50	712.50	712.50
8" Meter	1,140.00	1,140.00	1,140.00
10" Meter	1,638.75	1,638.75	1,638.75

Volumetric Rate			
All Usage Per 1,000 Gallons	\$ 1.65	\$ 2.60	\$ 3.79

**Summary of Monthly Water Tiered-Based Range Charge Per 1,000 Gallons**

**[1] Consumption ranges for single family residential customers shall vary by meter size as follows:**

Single Family Residential Consumption Ranges

Meter Size	Block 1	Block 2	Block 3	Block 4
¾" or smaller	0 to 8,000	8,001 to 16,001	16,000 to 24,000	Above 24,000
1"	0 to 13,000	13,001 to 27,000	27,001 to 40,000	Above 40,000
1½" Meter	0 to 27,000	27,001 to 53,000	53,001 to 80,000	Above 80,000
2" Meter	0 to 43,000	43,001 to 85,000	85,001 to 128,000	Above 128,000

**[2] Consumption ranges for irrigation customer shall vary by meter size as follows:**

Irrigation Consumption Ranges

Meter Size	Block 1	Block 2	Block 3
¾" or smaller	0 to 16,000	16,001 to 24,000	Above 24,000
1"	0 to 27,000	27,001 to 40,000	Above 40,000
1½" Meter	0 to 53,000	53,001 to 80,000	Above 80,000
2" Meter	0 to 85,000	85,001 to 128,000	Above 128,000
3" Meter	0 to 160,000	160,001 to 240,000	Above 240,000
4" Meter	0 to 267,000	267,001 to 400,000	Above 400,000
6" Meter	0 to 533,000	533,001 to 800,000	Above 800,000
8" Meter	0 to 853,000	853,001 to 1,280,000	Above 1,280,000
10" Meter	0 to 1,227,000	1,227,001 to 1,840,000	Above 1,840,000

A surcharge of 25% is applied to customers located outside City limits as allowable by Florida Statutes, Chapter 180.191 (1).

**Section 3. Conflicts and Ordinances Repealed**

All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4. Severability.**

If any section, sentence, phrase, or 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 5. Codification.**

It is the intent of the City Commission of the City of Fruitland Park that the provisions of this chapter shall become and made a part of the Fruitland Park Code of Ordinances; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6. Effective Date.**

This ordinance shall be effective immediately upon adoption; however, the water rate adjustments shall be implemented July 26, 2019.

PASSED AND DULY ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the City of Fruitland Park, Florida.

\_\_\_\_\_  
Christopher Cheshire, Mayor

Attest:

\_\_\_\_\_  
Esther Coulson, City Clerk

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

First Reading

Second Reading

Approved as to form and legality:

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

IRRIG RATES BUDGET FY2020

<b>FY2020 3/4" Meter</b> (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	IRRI75	IRRCI75		
BASE RATE		17.10	17.10		
BLOCK 1 (per 1K)	0-16,000	2.64	2.65		
BLOCK 2	16,001-24,000	3.96	3.96		
BLOCK 3	24,001-9,999,999	5.28	5.28		
<b>NOT SURE WHAT TO DO WITH</b>					
<b>BULK</b>	-	<b>94% INCREASE</b>		<b>BULK</b>	

<b>FY2020 1.0" Meter</b> (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	IRRI10	IRCI10		
BASE RATE		28.50	28.50		
BLOCK 1 (per 1K)	0-27,000	2.64	2.65		
BLOCK 2	27,001-40,000	3.96	3.96		
BLOCK 3	40,001-9,999,999	5.28	5.28		

<b>FY2020 1.5" Meter</b> (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	IRRI15	IRCI15		
BASE RATE		57.00	57.00		
BLOCK 1 (per 1K)	0-53,000	2.64	2.65		
BLOCK 2	53,001-80,000	3.96	3.96		
BLOCK 3	80,001-9,999,999	5.28	5.28		

<b>FY2020 2.0" Meter</b> (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	IRRI20	IRCI20		
BASE RATE		91.20	91.20		
BLOCK 1 (per 1K)	0-85,000	2.64	2.65		
BLOCK 2	85,001-128,000	3.96	3.96		
BLOCK 3	128,001-9,999,999	5.28	5.28		

IRRIG RATES BUDGET FY2020

<b>FY2020 3.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		IRCI30		IRCO20
BASE RATE			171.00		
BLOCK 1 (per 1K)	0-160,000		2.64		
BLOCK 2	160,001-240,000		3.96		
BLOCK 3	240,001-9,999,999		5.28		

NEW 25%

**LAST YEAR**

<b>FY2019 (10/1/2018 - 09/30/2019)</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	IRRIG1	IRRIG2	IRRIG3	IRRIG4
BASE RATE	0-3,000	16.74	16.74	20.93	20.93
TIER 1 (per 1K)	0-3000	-			
TIER 2	3,001-5,000	0.98	0.98	1.23	1.23
TIER 3	5,001-9,000	1.36	1.36	1.70	1.70
TIER 4	9,001-14,000	1.79	1.79	2.23	2.23
TIER 5	14,001-18,000	2.38	2.38	2.98	2.98
TIER 6	18,001-99,999,999	2.92	2.92	3.65	3.65

WATER RATES BUDGET FY2020

<b>FY2020 3/4" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial	
	GALLONS	WARI75	WACI75	WARO75	WACO75	NEW 25%
BASE RATE		17.10	17.10	21.38	21.38	
BLOCK 1 (per 1K)	0-8,000	1.32	1.32	1.65	1.65	
BLOCK 2	8,001-16,000	2.64	1.32	3.30	1.65	
BLOCK 3	16,001-24,000	3.96	1.32	4.95	1.65	
BLOCK 4	24,001-9,999,999	5.28	1.32	6.60	1.65	

**BULK** 1.08 **25% per year next 3 years**

<b>FY2020 1.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial	
	GALLONS	WARI10	WACI10	WARO10	WACO10	NEW 25%
BASE RATE		28.50	28.50	35.63	35.63	
BLOCK 1 (per 1K)	0-13,000	1.32	1.32	1.65	1.65	
BLOCK 2	13,001-27,000	2.64	1.32	3.30	1.65	
BLOCK 3	27,001-40,000	3.96	1.32	4.95	1.65	
BLOCK 4	40,001-9,999,999	5.28	1.32	6.60	1.65	

<b>FY2020 1.5" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial	
	GALLONS	WARI15	WACI15	WARO15	WACO15	NEW 25%
BASE RATE		57.00	57.00	71.25	71.25	
BLOCK 1 (per 1K)	0-27,000	1.32	1.32	1.65	1.65	
BLOCK 2	27,001-53,000	2.64	1.32	3.30	1.65	
BLOCK 3	53,001-80,000	3.96	1.32	4.95	1.65	
BLOCK 4	80,001-9,999,999	5.28	1.32	6.60	1.65	

<b>FY2020 2.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial	
	GALLONS	WARI20	WACI20	WARO20	WACO20	NEW 25%
BASE RATE		91.20	91.20	114.00	114.00	
BLOCK 1 (per 1K)	0-43,000	1.32	1.32	1.65	1.65	
BLOCK 2	43,001-85,000	2.64	1.32	3.30	1.65	
BLOCK 3	85,001-128,000	3.96	1.32	4.95	1.65	
BLOCK 4	128,001-9,999,999	5.28	1.32	6.60	1.65	



WATER RATES BUDGET FY2020

<b>FY2020 3.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>		<b>WACI30</b>		<b>WACO30</b> NEW 25%
<b>BASE RATE</b>			171.00	-	213.75
<b>BLOCK 1 (per 1K)</b>	<b>0-43,000</b>		1.32	-	1.65
<b>BLOCK 2</b>	<b>43,001-85,000</b>		1.32	-	1.65
<b>BLOCK 3</b>	<b>85,001-128,000</b>		1.32	-	1.65
<b>BLOCK 4</b>	<b>128,001-9,999,999</b>		1.32	-	1.65

**LAST YEAR**

<b>FY2019 (10/1/2018 - 09/30/2019) INCREASE at 2.1 CPU</b>		In City- residential	In City- commercial	County- Residential	County- Commercial
	<b>GALLONS</b>	<b>WATRG 1</b>	<b>WATRG 2</b>	<b>WATRG3</b>	<b>WATRG4</b>
<b>BASE RATE</b>	<b>0-3,000</b>	<b>17.10</b>	<b>17.10</b>	<b>21.37</b>	<b>21.37</b>
<b>TIER 1 (per 1K)</b>	<b>3,001-5,000</b>	<b>1.00</b>	<b>1.00</b>	<b>1.25</b>	<b>1.25</b>
<b>TIER 2</b>	<b>5,001-9,000</b>	<b>1.39</b>	<b>1.39</b>	<b>1.74</b>	<b>1.74</b>
<b>TIER 3</b>	<b>9,001-14,000</b>	<b>1.83</b>	<b>1.83</b>	<b>2.28</b>	<b>2.28</b>
<b>TIER 4</b>	<b>14,001-18,000</b>	<b>2.43</b>	<b>2.43</b>	<b>3.05</b>	<b>3.05</b>
<b>TIER 5</b>	<b>18,001-99,999,999</b>	<b>2.98</b>	<b>2.98</b>	<b>3.72</b>	<b>3.72</b>

2.10%

<b>BULK</b>	<b>0.86</b>
-------------	-------------

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

**ITEM TITLE:** First Reading – Ordinance 2019-011  
Wastewater Rate Restructure

**For the Meeting of:** July 11, 2019  
**Submitted by:** City Treasurer  
**Date Submitted:** July 1, 2019  
**Funds Required:**  
**Attachments:** Yes - Ordinance and Rate Tables

**Item Description:** First reading amending Chapter 99.60, Wastewater Rates. A utility rate study was conducted and a total restructure of the city’s utility rates was recommended to cover the utility expenses. The commission requested the increase be done at 25%/25%/25% over the next three years. The rate study consultant has calculated the new rates based on those guidelines and these are incorporated into the ordinance.

The base rate is being increased and depends on meter size. The volumetric rate (cost of 1000 gallons) will be increased each year for the next three years. This will include all gallons through a maximum of 10,000 gallons.

**Action to be Taken:** Approve Proposed Ordinance 2019-011  
**Staff’s Recommendation:** Approval.  
**Additional Comments:** The second reading and public hearing will be held on July 25, 2019  
**City Manager Review:**  
**Mayor Authorization:**

**ORDINANCE 2019-011**

**AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.60 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO RESTRUCTURE AND ADJUST THE WASTEWATER UTILITY RATES BASED ON THE RECOMMENDATIONS FROM THE UTILITY RATE STUDY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statute Chapter 180 provides local municipalities with the authority to establish and operate water utility systems; and

**WHEREAS**, Florida Statute Chapter 180.13 provides the City Commission with the authority to establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person; and

**WHEREAS**, the City Commission has determined that it is necessary to amend the ordinance governing the wastewater systems for the City of Fruitland Park to meet the cost of providing wastewater service to the customers of the wastewater system; and

**WHEREAS**, Utility Fund has operated in the negative in recent years and on the recommendation of the City's auditor to do a rate study in order to increase the utility revenues to cover the utility cost, a Utility Rate Study was conducted and a total restructure of the utility rates was recommended, and that the restructure was presented to the city commission; and

**WHEREAS**, the City Commission of the City of Fruitland Park has accordingly determined that it is necessary to uniformly increase the water rates based on the recommended changes to commence July 26, 2019, and each year thereafter for three years; and

**WHEREAS**, the City of Fruitland Park has provided notice of the proposed increase as well as the date at which this ordinance will be considered for adoption to each customer through the utility's billing process as is required by 180.136, Florida Statutes; and

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

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

**Section 1.** In Chapter 99, Section 99.60(B) relating to Wastewater Rates shall be amended to read as follows:

**Single Family Residential Wastewater Rates - Inside City**

<b>Base Rate</b>	07/26/2019	10/1/2020	10/1/2021
¾" Meter or Smaller	\$20.00	\$22.50	\$25.00
1" Meter	20.00	22.50	25.00
1½" Meter	20.00	22.50	25.00
2" Meter	20.00	22.50	25.00
Volumetric Rate [4]			
All Consumption Per 1,000 Gallons	\$2.34	\$3.57	\$5.26
Up to 10,000 Gallons	0.00	0.00	0.00
All Consumption Per 1,000 Gallons	0.00	\$0.00	\$ 0.00
Above 10,000 Gallons	0.00	0.00	0.00

**Multi-Family Residential Wastewater Rates - Inside City**

<b>Base Rate</b>			
¾" Meter or Smaller	\$20.00	\$22.50	\$25.00
1" Meter	33.33	37.50	41.67
1½" Meter	66.67	75.00	83.33
2" Meter	106.67	120.00	133.33
3" Meter	200.00	225.00	250.00
4" Meter	333.33	375.00	416.67
6" Meter	666.67	750.00	833.33
8" Meter	1,066.67	1,200.00	1,133.33
10" Meter	1,533.33	1,725.00	1,916.67
Volumetric Rate			
All Consumption Per 1,000 Gallons	\$2.34	\$3.57	\$5.26

**Single Family Residential Wastewater Rates – Outside City**

<b>Base Rate</b>			
¾" Meter or Smaller	\$25.00	\$28.13	\$31.25
1" Meter	25.00	28.13	31.25
1½" Meter	25.00	28.13	31.25
2" Meter	25.00	28.13	31.25
Volumetric Rate [4]			
All Consumption Per 1,000 Gallons	\$2.93	\$4.46	\$6.58
Up to 10,000 Gallons	0.00	0.00	0.00
All Consumption Per 1,000 Gallons	\$0.00	\$0.00	\$0.00
Above 10,000 Gallons	0.00	0.00	0.00

**Multi-Family and Commercial Wastewater Rates – Outside City**

<b>Base Rate</b>			
¾" Meter or Smaller	\$25.00	\$28.13	\$31.25
1" Meter	41.67	46.88	52.08

1½" Meter	83.33	93.75	104.17
2" Meter	133.33	150.00	166.67
3" Meter	250.00	281.25	312.50
4" Meter	416.67	468.75	520.83
6" Meter	833.33	937.50	1,041.67
8" Meter	1,333.33	1,500.00	1,666.67
10" Meter	1,916.67	2,156.25	2,395.83

Volumetric Rate			
All Consumption Per 1,000 Gallons	\$2.93	\$4.46	\$6.58

(a) Sewer pump, electric connection fee: \$400.00

**Section 2.** All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3.** The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, re-lettered, and the word "ordinance" may be changed to "section", "article" or such other word or phrase in order to accomplish such intention.

**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.

**Section 5.** This ordinance shall be effective immediately upon adoption; however, the wastewater rate adjustments shall be implemented July 26, 2019.

PASSED AND ORDAINED this \_\_\_\_\_ 2019 by the City Commission of the City of Fruitland Park, Florida.

\_\_\_\_\_  
Christopher Cheshire, Mayor

Attest:

\_\_\_\_\_  
Esther Coulson, City Clerk

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

First Reading            July 11, 2019

Second Reading

Approved as to form and legality:

CITY OF FRUITLAND PARK  
Proposed WasteWater Rate Increase OCT 2018 FY2019

**INCREASE**                      \$0.32 **BASE RATE**                                      125% OF CITY  
    2.100%                      0.04 **THOUSAND GALLONS**

**Eff Oct 2018 FY2019**

		<u>TIER</u>	<u>MIN GAL</u>	<u>MAX GAL</u>	<u>CITY RATE</u>	<u>COUNTY RATE</u>
CITY BASE RATE	15.71	1	0	3,000	1.83	2.29
COUNTY BASE RATE	19.63	2	3,001	7,500	-	-

WASTERWATER

**Non Single-Family (Multifamily & Commercial): Inside City**

Meter Size	Usage		Rate per 1000 gallons	Munis A/R Code
	Monthly Base Charge	Usage gal/Mth		
3/4"	15.71	7,500	1.83	WWCI75
1.0"	35.28	18,750	1.83	WWCI10
1.5"	67.92	37,500	1.83	WWCI15
2.0"	107.07	60,000	1.83	WWCI20
3.0"	198.44	112,500	1.83	WWCI30
4.0"	328.96	187,500	1.83	WWCI40
6.0"	655.28	375,000	1.83	WWCI60
8.0"	1,046.85	600,000	1.83	WWCI80
10.0"	1,503.69	862,500	1.83	WWCI1*

**Non Single-Family (Multifamily & Commercial): Outside City**

Meter Size	Usage		Rate per 1000 gallons	Munis A/R Code
	Monthly Base Charge	Usage gal/Mon th		
3/4"	19.63	7,500	2.29	WWCO75
1.0"	44.11	18,750	2.29	WWCO10
1.5"	84.89	37,500	2.29	WWCO15
2.0"	133.84	60,000	2.29	WWCO20
3.0"	248.05	112,500	2.29	WWCO30
4.0"	411.21	187,500	2.29	WWCO40
6.0"	819.10	375,000	2.29	WWCO60
8.0"	1,308.56	600,000	2.29	WWCO80
10.0"	1,879.61	862,500	2.29	WWCO1*

CITY OF FRUITLAND PARK  
Proposed WasteWater Rate Increase FY2020

**RATE STUDY RESTRUCTURE**

125% OF  
CITY

**Eff Aug 2019 FY2020**

RESIDENTIAL CITY BASE RATE			RESIDENTIAL COUNTY BASE RATE			MIN GAL	MAX GAL	CITY RATE	COUNTY RATE
3/4 Meter	WWRI75	20.00	3/4 Meter	WWRO75	25.00	0	10,000	2.34	2.93
1 Meter	WWRI10	20.00	1 Meter	WWRO10	25.00	0	10,000	2.34	2.93
1.5 Meter	WWRI15	20.00	1.5 Meter	WWRO15	25.00	0	10,000	2.34	2.93
2.0 Meter	WWRI20	20.00	2.0 Meter	WWRO20	25.00	0	10,000	2.34	2.93

**WASTERWATER**

**Non Single-Family (Multifamily & Commercial): Inside City**

Meter Size	Monthly Base Charge	Usage gal/Mth	Usage Rate per 1000 gallons	WW Code
3/4"	20.00	All Consumption	2.34	WWCI75
1.0"	33.33	All Consumption	2.34	WWCI10
1.5"	66.67	All Consumption	2.34	WWCI15
2.0"	106.67	All Consumption	2.34	WWCI20
3.0"	200.00	All Consumption	2.34	WWCI30
4.0"	333.33	All Consumption	2.34	WWCI40
6.0"	666.67	All Consumption	2.34	WWCI60
8.0"	1,066.67	All Consumption	2.34	WWCI80
10.0"	1,533.33	All Consumption	2.34	WWCI1*

**Non Single-Family (Multifamily & Commercial): Outside City**

Meter Size	Monthly Base Charge	Usage gal/Month	Usage Rate per 1000 gallons	Munis A/R Code
3/4"	25.00	All Consumption	2.93	WWCO75
1.0"	41.66	All Consumption	2.93	WWCO10
1.5"	83.34	All Consumption	2.93	WWCO15
2.0"	133.34	All Consumption	2.93	WWCO20
3.0"	250.00	All Consumption	2.93	WWCO30
4.0"	416.66	All Consumption	2.93	WWCO40
6.0"	833.34	All Consumption	2.93	WWCO60
8.0"	1,333.34	All Consumption	2.93	WWCO80
10.0"	1,916.66	All Consumption	2.93	WWCO1*



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

**ITEM TITLE:** Quasi-Judicial Public Hearing – Second Reading – Ordinance 2019-004 – DGI Properties, LLC Rezoning

**For the Meeting of:** June 27, 2019  
**Submitted by:** City Manager/Community Development Director/City Attorney

**Date Submitted:** June 19, 2019

**Funds Required:** No

**Attachments:** Yes. Quasi-judicial hearing establishment Resolution 2004-014 and Chapter 286 FS, proposed Ordinance 2019-004, and newspaper affidavit

**Item Description:** Ordinance 2019-004 – DGI Properties, LLC Rezoning. Petitioner: Debra Patterson, registered agent of DGI Properties, LLC, owner of 205 E Fountain Street. (The first reading was held on June 27, 2019.)

**Action to be Taken:** Enact Ordinance 2019-004 to become effective as provided by law.

**Staff's Recommendation:** Approval

**Additional Comments:** None

**City Manager Review:**

**Mayor Authorization:**

**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.

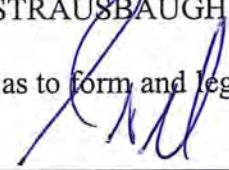
**PASSED AND RESOLVED** this 24<sup>th</sup> day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.

  
\_\_\_\_\_  
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

---

[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.

**ORDINANCE 2019-004**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.23 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO RESIDENTIAL PROFESSIONAL (RP) 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.**

**WHEREAS**, a petition has been submitted by DGI Properties, LLC, Debra Patterson, as Owner, requesting that approximately 0.23 acres of real property generally located south of East Fountain Street and west of US 27/441 (the “Property”) be rezoned from General Commercial (C-2) to Residential Professional (RP) 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 0.23 ± acres of land generally located east of Fountain Street and south of US 27/441 shall hereafter be designated as RP, Residential Professional, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

**LEGAL DESCRIPTION:** That Part of Block 15 in the City of Fruitland Park, Florida, according to the plat thereof, recorded in Plat Book 3, page 9, Public Records of Lake county, Florida, bounded and described as follows: Begin at a Point on the North line of said Block 15 that is 300 feet East of the Northwest corner thereof, thence East along the North Line of said Block 15 a distance of 90 feet; thence South 110 feet; thence West 90 feet, thence North 110 feet to the point of beginning.

**Parcel Alternate Key No. 2573325**

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. Scrivener’s Errors. Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, CMC, City Clerk

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

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

Passed First Reading                      June 27, 2019

Passed Second Reading \_\_\_\_\_

# The Villages<sup>®</sup> DAILY SUN

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

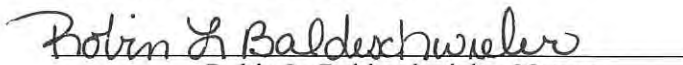
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad** in the matter of **NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-004**, was published in said newspaper in the issues of

**JUNE 11, 2019**

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.

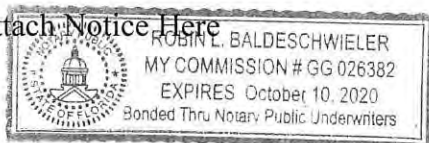
  
(Signature Of Affiant)

Sworn to and subscribed before me this 11  
day June 2019.

  
Robin L. Baldeschwieler, Notary

Personally Known X or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Attach Notice Here



## NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.23 ± ACRES OF THE PROPERTY FROM GENERAL COMMERCIAL (C-2) TO RESIDENTIAL PROFESSIONAL (RP) 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:

Fruitland Park Planning & Zoning Board Meeting on June 20, 2019 at 6:00 p.m.  
Fruitland Park City Commission Meeting on June 27, 2019 at 6:00 p.m.  
Fruitland Park City Commission Meeting on July 11, 2019 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.

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

<b>ITEM TITLE:</b>	<b>City Manager's Report</b>
<b>For the Meeting of:</b>	July 11, 2019
<b>Submitted by:</b>	City Manager
<b>Date Submitted:</b>	<b>July 2, 2019</b>
<b>Funds Required:</b>	No
<b>Account Number:</b>	N/A
<b>Amount Required:</b>	N/A
<b>Balance Remaining:</b>	N/A
<b>Attachments:</b>	<b>Yes (Library Quotes with Memorandum and Sonic Wall Agreement)</b>

**Item Description:**

- i. **Economic Development Status Update**
  
- ii. **Telephone System Prices and Network Security Access Gateway – Sonic Wall) Discussion**
  
- iii. **Electronic Signs and Monument Quotes – New Fruitland Park Library**

**Action to be Taken:**

**Staff's Recommendation:**

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**



Leesburg - 595 S. 14th Street, Leesburg, FL 34748  
352-315-0485

Lady Lake - 109 S. US Hwy 27/441 Lady Lake, FL  
32159  
352-750-3707

# Estimate

Date	Estimate #
6/5/2019	41497

Name / Address

**Contract \$80/Half 5@\$500**  
**City of Fruitland Park**  
**506 West Berckman Street**  
**Fruitland Park, FL 34731**  
**CONTRACT CLIENT**

**Monday to Friday 8:00am - 5:00pm**  
**Lady Lake Store only Saturday 9:00am--1:00PM**  
**Leesburg store is closed on Saturdays**

352-360-6727	Phone
--------------	-------

Description	Qty	Rate	Total
SonicWall TZ400 Network Security/Firewall Appliance with TotalSecure 1 Year - 7 Port - 10/100/1000Base-T Gigabit Ethernet - DES, 3DES, MD5, SHA-1, AES (128-bit), AES (192-bit), AES (256-bit) - USB - 7 x RJ-45 - Manageable - 1 Year - Desktop TOTALSECURE	1	1,225.00	1,225.00

PLEASE NOTE:  
 THIS ESTIMATE IS ONLY GOOD FOR 14 DAYS FROM ABOVE DATE.  
 Due to availability of parts some substitutions may have to be made.

<b>Subtotal</b>	\$1,225.00
<b>Sales Tax (7.0%)</b>	\$0.00
<b>Total</b>	\$1,225.00

Signature: \_\_\_\_\_



Leesburg - 595 S. 14th Street, Leesburg, FL 34748  
352-315-0485

Lady Lake - 109 S. US Hwy 27/441 Lady Lake, FL  
32159  
352-750-3707

# Estimate

Date	Estimate #
6/4/2019	41452

Name / Address

**Contract \$80/Half 5@\$500**  
**City of Fruitland Park**  
**506 West Berckman Street**  
**Fruitland Park, FL 34731**  
**CONTRACT CLIENT**

**Monday to Friday 8:00am - 5:00pm**  
**Lady Lake Store only Saturday 9:00am--1:00PM**  
**Leesburg store is closed on Saturdays**

352-360-6727      Phone

Description	Qty	Rate	Total
01-SSC-1432, 3YR Advanced Gateway Security License for TZ 300 -Gateway Anti-Virus -Anti-Spyware -Intrusion Prevention -Application Intelligence and Control Service	1	1,378.00	1,378.00

PLEASE NOTE:  
 THIS ESTIMATE IS ONLY GOOD FOR 14 DAYS FROM ABOVE DATE.  
 Due to availability of parts some substitutions may have to be made.

<b>Subtotal</b>	\$1,378.00
<b>Sales Tax (7.0%)</b>	\$0.00
<b>Total</b>	\$1,378.00

Signature: \_\_\_\_\_

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS PRODUCT. BY DOWNLOADING, INSTALLING OR USING THIS PRODUCT, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. FOR DELIVERIES OUTSIDE THE UNITED STATES OF AMERICA, PLEASE GO TO [HTTPS://WWW.SONICWALL.COM/LEGAL/EUPA.ASPX](https://www.sonicwall.com/legal/eupa.aspx) TO VIEW THE APPLICABLE VERSION OF THIS AGREEMENT FOR YOUR REGION. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE APPLICABLE VERSION OF THIS AGREEMENT FOR YOUR REGION, DO NOT DOWNLOAD, INSTALL OR USE THIS PRODUCT.**

This SonicWall End User Product Agreement (the "**Agreement**") is made between you, the Customer ("**Customer**" or "**You**") and the Provider, as defined below.

1. **Definitions.** Capitalized terms not defined in context shall have the meanings assigned to them below:

- (a) "**Affiliate**" means any legal entity controlling, controlled by, or under common control with a party to this Agreement, for so long as such control relationship exists.
- (b) "**Appliance**" means a computer hardware product upon which Software is pre-installed and delivered.
- (c) "**Documentation**" means the user manuals and documentation that Provider makes available for the Products, and all copies of the foregoing.
- (d) "**Maintenance Services**" means Provider's maintenance and support offering for the Products as identified in the *Maintenance Services* Section below.
- (e) "**Partner**" means the reseller or distributor that is under contract with Provider or another Partner and is authorized via such contract to resell the Products and/or Maintenance Services.
- (f) "**Provider**" means, (i) for the US, Europe, Middle East, Africa, Latin America, and Taiwan, SonicWall Inc., with its principal place of business located at 4 Polaris Way, Aliso Viejo, CA 92656 USA and (ii) for Asia (other than Taiwan) SonicWall International Ltd. City Gate Park Mahon, Cork, Ireland.
- (g) "**Products**" means the Software and Appliance(s) provided to Customer under this Agreement.
- (h) "**Software**" means the object code version of the software that is delivered on the Appliance and any other software that is later provided to Customer as well as any new versions and releases to such software that are made available to Customer pursuant to this Agreement, and all copies of the foregoing.

2. **Software License.**

- (a) **General.** Subject to the terms of this Agreement, Provider grants to Customer, and Customer accepts from Provider, a non-exclusive, non-transferable (except as otherwise set forth herein) and non-sublicensable license to access and use the quantities of each item of Software purchased from Provider or a Partner within the parameters of the license type ("**License Type(s)**") described below in the quantities purchased ("**License**"). Except for MSP Licenses (as defined below), Customer shall only use the Software to support the internal business operations of itself and its worldwide Affiliates.
- (b) **License Types.** The License Type for the Software initially delivered on the Appliance is "**per Appliance**". Software licensed per Appliance may be used only on the Appliance on which it is delivered, but without any other quantitative limitations. Software that is purchased on a subscription, or periodic basis is licensed by User or by Managed Node. A "**User**" is each person with a unique login identity to the Software. A "**Managed Node**" is any object managed by the Software including, but not limited to firewalls, devices, and other items sold by Provider.
- (c) **Software as a Service** When Customer purchases a right to access and use Software installed on equipment operated by Provider or its suppliers (the "**SaaS Software**"), (i) the License for such SaaS Software shall be granted for the duration of the term stated in the order (the "**SaaS Term**"), as such SaaS Term may be extended by automatic or agreed upon renewals, and (ii) the terms set forth in the *SaaS Provisions* Section of this Agreement shall apply to all access to and use of such Software. If any item of Software to be installed on Customer's equipment is provided in connection with SaaS Software, the License duration for such Software shall be for the corresponding SaaS Term, and Customer shall promptly install any updates to such Software as may be provided by Provider.

(d) **MSP License.**

"**Management Services**" include, without limitation, application, operating system, and database implementation, performance tuning, and maintenance services provided by Customer to its customers (each, a "**Client**") where Customer installs copies of the Software on its Clients' equipment or provides its Clients access to the Products. Customer shall be granted a License to use the Software and the associated Documentation to provide Management Services (the "**MSP License**"). Each MSP License is governed by the terms of this Agreement and any additional terms agreed to by the parties.

If the Product is to be used by Customer as a managed service provider, then Customer shall ensure that (i) Customer makes no representations or warranties related to the Products in excess of SonicWall's representations or warranties contained in this Agreement, (ii) each Client only uses the Products and Documentation as part of the Management Services provided to it by Customer, (iii) such use is subject to the restrictions and limitations contained in this Agreement, including, but not limited to those in the *Export* Section of this Agreement, and (iv) each Client cooperates with Provider during any compliance review that may be conducted by Provider or its designated agent. At the conclusion of any Management Services engagement with a Client, Customer shall promptly remove any Appliance and Software installed on its Client's computer equipment or require the Client to do the same. Customer agrees that it shall be jointly and severally liable to Provider for the acts and omissions of its Clients in connection with their use of the Software and Documentation and shall, at its expense, defend Provider against any action, suit, or claim brought against Provider by a Client in connection with or related to Customer's Management Services and pay any final judgments or settlements as well as Provider's expenses in connection with such action, suit, or claim.

(e) **Evaluation/Beta License.** If Software is obtained from Provider for evaluation purposes or in beta form, Customer shall be granted a License to use such Software and the associated Documentation solely for Customer's own non-production, internal evaluation purposes (an "**Evaluation License**"). Each Evaluation License shall be granted for an evaluation period of up to thirty (30) days beginning (i) five (5) days after the Appliance is shipped or (ii) from the date that access is granted to the beta Software or the SaaS Software, plus any extensions granted by Provider in writing (the "Evaluation Period"). There is no fee for an Evaluation License during the Evaluation Period, however, Customer is responsible for any applicable shipping charges or taxes which may be incurred, and any fees which may be associated with usage beyond the scope permitted herein. Beta Software licensed hereunder may include pre-release features and capabilities which may not be available in SonicWall's generally available commercial versions of the Software. SonicWall retains the right during the term of the Evaluation License to modify, revise, or remove SonicWall beta software from Customer's premises. Customer acknowledges that SonicWall owns all modifications, derivative works, changes, expansions or improvements to beta software, as well as all reports, testing data or results, feedback, benchmarking or other analysis completed in whole or in part in conjunction with usage of beta software. NOTWITHSTANDING ANYTHING OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT EVALUATION AND BETA SOFTWARE IS PROVIDED "AS IS", WHERE IS, WITH ALL FAULTS AND THAT SONICWALL DOES NOT PROVIDE A WARRANTY OR MAINTENANCE SERVICES FOR EVALUATION OR BETA LICENSES, AND SONICWALL BEARS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE EVALUATION OR BETA SOFTWARE THROUGH AND AFTER THE EVALUATION PERIOD AND HAS NO DUTY TO PROVIDE SUPPORT TO CUSTOMER FOR SUCH SOFTWARE. BETA SOFTWARE MAY CONTAIN DEFECTS AND A PRIMARY PURPOSE OF LICENSING THE BETA SOFTWARE IS TO OBTAIN FEEDBACK ON THE BETA SOFTWARE'S PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. CUSTOMER IS ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE BETA SOFTWARE AND/OR ACCOMPANYING MATERIALS.

(f) **Use by Third Parties.** Customer may allow its services vendors and contractors (each, a "**Third Party User**") to access and use the Products and Documentation provided to Customer hereunder solely for purposes of providing services to Customer, provided that Customer ensures that (i) the Third Party User's access to or use of the Products and Documentation is subject to the restrictions and limitations contained in this Agreement, including, but not limited to those in the *Export* Section, (ii) the Third Party User cooperates with Provider during any compliance review that may be conducted by Provider or its designated agent, and (iii) the Third Party Users promptly removes any Software installed on its computer equipment upon the completion of the Third Party's need to access or use the Products as permitted by this Section. Customer agrees that it shall be liable to Provider for those acts and omissions of its Third Party Users which, if done or not done by Customer, would be a breach of this Agreement.

3. **Restrictions.** Customer may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof unless and to the extent (a) such restrictions are prohibited by applicable law and (b) Customer has requested interoperability information in writing from Provider and Provider has not provided such information in a timely manner. In addition, Customer may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Products, Documentation or any part thereof, (ii) resell, sublicense or distribute the Products or Documentation, (iii) provide, make available to, or permit use of the Products, in whole or in part, by any third party (except as expressly set forth herein), (iv) use the Products or Documentation to create or enhance a competitive offering or for any other purpose which is competitive to Provider, (v) remove Software that was delivered on an Appliance from the Appliance on which it was delivered and load such Software onto a different appliance without Provider's prior written consent, or (vi) perform or fail to perform any other act which would result in a misappropriation or infringement of Provider's intellectual property rights in the Products or Documentation. Each permitted copy of the Software and Documentation made by Customer hereunder must contain all titles, trademarks, copyrights and restricted rights notices as in the original. Customer understands and agrees that the Products may work in conjunction with third party products and Customer agrees to be responsible for ensuring that it is properly licensed to use such third party products. Notwithstanding anything otherwise set forth in this Agreement, the terms and restrictions set forth herein shall not prevent or restrict Customer from exercising additional or different rights to any open source software that may be contained in or provided with the Products in accordance with the applicable open source software licenses which shall be either included with the Products or made available to Customer upon request. Customer may not use any license keys or other license access devices not provided by Provider, including but not limited to "pirate keys", to install or access the Software.

4. **Proprietary Rights.** Customer understands and agrees that (i) the Products are protected by copyright and other intellectual property laws and treaties, (ii) Provider, its Affiliates and/or its licensors own the copyright, and other intellectual property rights in the Products, (iii) the Software is licensed, and not sold, (iv) this Agreement does not grant Customer any rights to Provider's trademarks or service marks, and (v) Provider reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement.

5. **Title.** Provider, its Affiliates and/or its licensors own the title to all Software.

6. **Payment.** Customer agrees to pay to Provider (or, if applicable, the Partner) the fees specified in each order, including any applicable shipping fees. Customer will be invoiced promptly following delivery of the Products or prior to the commencement of any Renewal Maintenance Period and Customer shall make all payments due to Provider in full within thirty (30) days from the date of each invoice or such other period (if any) stated in an order. Provider reserves the right to charge Customer a late penalty of 1.5% per month (or the maximum rate permitted by law, whichever is the lesser) for any amounts payable to Provider by Customer that are not subject to a good faith dispute and that remain unpaid after the due date until such amount is paid.

7. **Taxes.** The fees stated in an order from Provider or a Partner may not include taxes. If Provider is required to pay sales, use, property, value-added or other taxes based on the Products or Maintenance Services provided under this Agreement or on Customer's use of Products or Maintenance Services, then such taxes shall be billed to and paid by Customer. This Section does not apply to taxes based on Provider's or a Partner's income.

#### 8. **Termination.**

(a) This Agreement or the Licenses granted hereunder may be terminated (i) by mutual written agreement of Provider and Customer or (ii) by either party for a breach of this Agreement by the other party (or a Third Party User) that the breaching party fails to cure to the non-breaching party's reasonable satisfaction within thirty (30) days following its receipt of notice of the breach. Notwithstanding the foregoing, in the case of MSP Licenses, if Customer or its Client breaches this Agreement two (2) times in any twelve (12) consecutive month period, the breaching party shall not have a cure period for such breach and Provider may terminate this Agreement immediately upon providing written notice to the breaching party.

(b) Upon termination of this Agreement or expiration or termination of a License for any reason, all rights granted to Customer for the applicable Software shall immediately cease and Customer shall immediately: (i) cease using the applicable Software and Documentation, (ii) remove all copies, installations, and instances of the applicable Software from all Appliances, Customer computers and any other devices on which the Software was installed, and ensure that all applicable Third Party Users and Clients do the same, (iii) return the applicable Software to Provider together with all Documentation and other materials associated with the Software and all copies of any of the foregoing, or destroy such items, (iv) cease using the Maintenance Services associated with the applicable Software, (v) pay Provider or the applicable Partner all amounts due and payable up to the date of termination, and (vi) give Provider a written certification, within ten (10) days, that Customer, Third Party Users, and Clients, as applicable, have complied with all of the foregoing obligations.

(c) Any provision of this Agreement that requires or contemplates execution after (i) termination of this Agreement, (ii) a termination or expiration of a License, or (iii) the expiration of a SaaS Term, is enforceable against the other party and their respective successors and assignees notwithstanding such termination or expiration, including, without limitation, the *Restrictions, Payment, Taxes, Termination, Survival, Warranty Disclaimer, Infringement Indemnity, Limitation of Liability, Confidential Information, Compliance Verification, and General* Sections of this Agreement. Termination of this Agreement or a License shall be without prejudice to any other remedies that the terminating party or a Partner may have under law, subject to the limitations and exclusions set forth in this Agreement.

9. **Export.** Customer acknowledges that the Products and Maintenance Services are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "**Export Controls**") and agrees to abide by the Export Controls. Customer hereby agrees to use the Products and Maintenance Services in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Products or any copy, portion or direct product of the foregoing in violation of the Export Controls. Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Products and for ensuring compliance with the requirements of such licenses or authorizations. Customer hereby (i) represents that Customer, and if Customer is providing services under the MSP License herein each of its Clients, is not an entity or person to which shipment of Products, or provision of Maintenance Services, is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export or otherwise transfer the Products to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject



to a United States trade embargo, (c) any person or entity to which shipment of Products is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons. Customer shall, at its expense, defend Provider and its Affiliates from any third party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer's failure to provide information to Provider to obtain an export license, or any allegation made against Provider due to Customer's violation or alleged violation of the Export Controls (an "**Export Claim**") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Provider's costs of responding to the Export Claim.

## 10. Maintenance Services.

(a) **Description.** During any Maintenance Period, Provider shall:

(i) Make available to Customer new versions and releases of the Software, if and when Provider makes them generally available without charge as part of Maintenance Services.

(ii) Respond to communications from Customer that report Software failures not previously reported to Provider by Customer. Nothing in the foregoing shall operate to limit or restrict follow up communication by Customer regarding Software failures.

(iii) Respond to requests from Customer's technical coordinators for assistance with the operational/technical aspects of the Software unrelated to a Software failure. Provider shall have the right to limit such responses if Provider reasonably determines that the volume of such non-error related requests for assistance is excessive or overly repetitive in nature.

(iv) Provide access to Provider's software support web site at <https://support.sonicwall.com> (the "**Support Site**").

(v) For Customers that have purchased Maintenance Services continuously since the purchase of such License, provide the repair and return program described on the Support Site for the Appliance on which the Software is delivered.

Maintenance Services are available during regional business support hours ("**Business Hours**") as indicated on the Support Site, unless Customer has purchased 24x7 Support. The list of Software for which 24x7 Support is available and/or required is listed in the Global Support Guide on the Support Site.

The Maintenance Services for Software that Provider has obtained through an acquisition or merger may, for a period of time following the effective date of the acquisition or merger, be governed by terms other than those in this Section. The applicable different terms, if any, shall be stated on the Support Site.

(b) **Maintenance Period.** The first period for which Customer is entitled to receive Maintenance Services begins on the date of the registration of the Product at Provider's registration portal (the "**Registration**") and ends twelve (12) months thereafter (the "**Initial Maintenance Period**"). Following the Initial Maintenance Period, Maintenance Services for the Product(s) may then be renewed for additional terms of twelve (12) or more months (each, a "**Renewal Maintenance Period**") For purposes of this Agreement, the Initial Maintenance Period and each Renewal Maintenance Period shall be considered a "**Maintenance Period.**" For the avoidance of doubt, this Agreement shall apply to each Renewal Maintenance Period. Cancellation of Maintenance Services will not terminate Customer's rights to continue to otherwise use the Products. Maintenance fees shall be due in advance of each Renewal Maintenance Period and shall be subject to the payment requirements set forth in this Agreement. The procedure for reinstating Maintenance Services for the Products after it has lapsed is posted at <https://support.sonicwall.com/essentials/support-guide>. Maintenance Services are optional and only provided if purchased separately.

For SaaS Software, the Maintenance Period is equal to the duration of the applicable SaaS Term. For non-perpetual Licenses or for non-perpetual MSP Licenses, the Maintenance Period is equal to the duration of the License.

## 11. Warranties and Remedies.

(a) **Software Warranties.** Provider warrants that, during the applicable Warranty Period (as defined in subsection (c) below),

(i) the operation of the Software, as provided by Provider, will substantially conform to its Documentation (the "**Operational Warranty**");

(ii) the Software, as provided by Provider, will not contain any viruses, worms, Trojan Horses, or other malicious or destructive code designed by Provider to allow unauthorized intrusion upon, disabling of, or erasure of the Software, except that the Software may contain a key limiting its use to the scope of the License granted, and license keys issued by Provider for temporary use are time-sensitive (the "**Virus Warranty**");

(iii) it will make commercially reasonable efforts to make the SaaS Software available twenty-four hours a day, seven days a week except for scheduled maintenance, the installation of updates, those factors that are beyond the reasonable control of Provider, Customer's failure to meet any minimum system requirements communicated to Customer by Provider, and any breach of this Agreement by Customer that impacts the availability of the SaaS Software (the "**SaaS Availability Warranty**").

(b) **Appliance Warranties.** Provider warrants that, during the applicable Warranty Period, the Appliance will operate in a manner which allows the SNWL Software, respectively, to be used in substantial conformance with the Documentation (the "**Appliance Warranty**").

(c) **Warranty Periods.** The "**Warranty Period**" for each of the above warranties (except for E-class appliances which do not include a Software warranty, shall be as follows: (i) for the Operational Warranty as it applies to Software and the Virus Warranty, ninety (90) days following the initial Registration of the Software; (ii) for the Operational Warranty as it applies to SaaS Software and the SaaS Availability Warranty, the duration of the SaaS Term; and (iv) for the Appliance Warranty, one (1) year following the date the Appliance is registered with Provider.

(d) **Remedies.** Any breach of the foregoing warranties must be reported by Customer to Provider during the applicable Warranty Period. Customer's sole and exclusive remedy and Provider's sole obligation for any such breach shall be as follows:

(i) For a breach of the *Operational Warranty* that impacts the use of Software, Provider shall correct or provide a workaround for reproducible errors in the Software that caused the breach within a reasonable time considering the severity of the error and its effect on Customer or, at Provider's option, refund the license fees paid for the nonconforming Software upon return of such Software to Provider and termination of the related License(s) hereunder.

(ii) For a breach of the *Operational Warranty* that impacts the use of SaaS Software, Provider shall correct or provide a workaround for reproducible errors in the Software that caused the breach and provide a credit or refund of the fees allocable to the period during which the Software was not operating in substantial conformance with the applicable Documentation.

(iii) For a breach of the *Virus Warranty*, Provider shall replace the Software with a copy that is in conformance with the Virus Warranty.

(v) For a breach of the *SaaS Availability Warranty*, Provider shall provide a credit or refund of the fees allocable to the period during which the SaaS Software was not available for use.

(e) **Warranty Exclusions.** The warranties set forth in this Section shall not apply to any non-conformance (i) that Provider cannot recreate after exercising commercially reasonable efforts to attempt to do so; (ii) caused by misuse of the applicable Product or by using the Product in a manner that is inconsistent with this Agreement or the Documentation; or (iii) arising from the modification of the Product by anyone other than Provider.

(f) **Third Party Products.** Certain Software may contain features designed to interoperate with third-party products. If the third-party product is no longer made available by the applicable provider, Provider may discontinue the related product feature. Provider shall notify Customer of any such discontinuation, however Customer will not be entitled to any refund, credit or other compensation as a result of the discontinuation.

(g) **Warranty Disclaimer.** THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED BY PROVIDER HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. PROVIDER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS.

(h) **High-Risk Disclaimer.** customer understands and agrees that The Products are not fault-tolerant and are not designed or intended for use in any high-risk or hazardous environment, including without limitation, the operation of nuclear facilities, aircraft navigation, air traffic control, life support machines, weapons systems, or any other application where the failure or malfunction of any Product can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm (A "**High Risk Environment**"). accordingly, (i) customer should not use the products in a High Risk Environment, (ii) any use of the products by customer in a high risk environment is at customer's own risk, (iii) Provider, its affiliates and suppliers shall not be liable to Customer in any way for use of the Products in a High risk Environment, and (iv) Provider makes no warranties or assurances, express or implied, regarding use of the Products in a High Risk Environment.

12. **Infringement Indemnity.** Provider shall indemnify Customer from and against any claim, suit, action, or proceeding brought against Customer by a third party to the extent it is based on an allegation that the Software directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which Provider has authorized Customer to use the Software, including, but not limited to the country to which the Software is delivered to Customer, or misappropriates a trade secret in such country (a "**Claim**"). Indemnification for a Claim shall consist of the following: Provider shall (a) defend or settle the Claim at its own expense, (b) pay any judgments finally awarded against Customer under a Claim or any amounts assessed against Customer in any settlements of a Claim, and (c) reimburse Customer for the reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, it necessarily incurs in responding to the Claim. Provider's obligations under this *Infringement Indemnity* Section are conditioned upon Customer (i) giving prompt written notice of the Claim to Provider, (ii) permitting Provider to retain sole control of the investigation, defense or settlement of the Claim, and (iii) providing Provider with cooperation and assistance as Provider may reasonably request in connection with the Claim. Provider shall have no obligation hereunder to defend Customer against any Claim (a) resulting from use of the Software other than as authorized by this Agreement, (b) resulting from a modification of the Software other than by Provider, (c) based on Customer's use of any release of the Software after Provider recommends discontinuation because of possible or actual infringement and has provided a non-infringing version at no charge, or (d) to the extent the Claim arises from or is based on the use of the Software with other products, services, or data not supplied by Provider if the infringement would not have occurred but for such use. If, as a result of a Claim or an injunction, Customer must stop using any Software ("**Infringing Software**"), Provider shall at its expense and option either (1) obtain for Customer the right to continue using the Infringing Software, (2) replace the Infringing Software with a functionally equivalent non-infringing product, (3) modify the Infringing Software so that it is non-infringing, or (4)

terminate the License for the Infringing Software and (A) for non-SaaS Software, accept the return of the Infringing Software and refund the license fee paid for the Infringing Software, pro-rated over a sixty (60) month period from the date of initial delivery of such Software, or (B) for SaaS Software, discontinue Customer's right to access and use the Infringing Software and refund the unused pro-rated portion of any license fees pre-paid by Customer for such Software. This Section states Provider's entire liability and its sole and exclusive indemnification obligations with respect to a Claim and Infringing Software.

13. **Limitation of Liability.** EXCEPT FOR (A) ANY BREACH OF THE *RESTRICTIONS* OR *Confidential information* SECTIONS OF THIS AGREEMENT, (B) AMOUNTS CONTAINED IN JUDGMENTS OR SETTLEMENTS WHICH PROVIDER OR CUSTOMER IS LIABLE TO PAY TO A THIRD PARTY UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT AND CUSTOMER IS LIABLE TO PAY ON BEHALF OF OR TO PROVIDER under the *CONDUCT, export, MSP LICENSE, AND USE BY THIRD PARTIES* SECTIONS OF THIS AGREEMENT, OR (C) any liability to the extent LIABILITY may not be excluded or limited as a matter of APPLICABLE law, IN NO EVENT SHALL customer or its affiliates, or PROVIDER, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR (X) any indirect, incidental, special or CONSEQUENTIAL loss or damage of any kind or (Y) loss of revenue, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise.

EXCEPT FOR (a) ANY BREACH OF THE *software LICENSE, RESTRICTIONS, OR Confidential Information* SECTIONS OF THIS AGREEMENT, OR ANY OTHER VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (B) PROVIDER's express obligations under THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT AND CUSTOMER'S EXPRESS OBLIGATIONS UNDER THE *conduct, export, MSP LICENSE, AND USE BY THIRD PARTIES* SECTIONS OF THIS AGREEMENT, (c) PROVIDER'S COSTS OF COLLECTING DELINQUENT AMOUNTS WHICH ARE NOT THE SUBJECT OF A GOOD FAITH DISPUTE; (D) A PREVAILING PARTY'S LEGAL FEES PURSUANT TO THE *LEGAL FEES* SECTION OF THIS AGREEMENT; OR (E) any liability to the extent LIABILITY may not be excluded or limited as a matter of applicable law, The maximum aggregate and cumulative liability of CUSTOMER and its affiliates, and PROVIDER, its affiliates and suppliers, for damages under this agreement, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall be an amount equal to (Y) THE GREATER OF THE FEES PAID and/OR OWED (as applicable) BY CUSTOMER or its affiliates FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE breach OR FIVE HUNDRED DOLLARS (\$500.00), except for (Z) MAINTENANCE SERVICES OR A PRODUCT SUBJECT TO RECURRING FEES, for which the maximum aggregate and cumulative liability shall be THE GREATER OF THE AMOUNT paid and/OR OWED (as applicable) FOR SUCH MAINTENANCE SERVICE OR PRODUCT during the TWELVE (12) MONTHS PRECEDING THE breach OR FIVE HUNDRED DOLLARS (\$500.00). THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR PROVIDER PROVIDING PRODUCTS AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

Provider's Affiliates and suppliers and Customer's Affiliates shall be beneficiaries of this *Limitation of Liability* Section and Customer's Clients and Third Party Users are entitled to the rights granted under the *MSP License and Use by Third Parties* Sections of this Agreement; otherwise, no third party beneficiaries exist under this Agreement. Provider expressly excludes any and all liability to Third Party Users, Clients and to any other third party.

#### 14. Confidential Information.

(a) **Definition.** "*Confidential Information*" means information or materials disclosed by one party (the "*Disclosing Party*") to the other party (the "*Receiving Party*") that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade secrets, know-how, proprietary tools, knowledge and methodologies, the Software (in source code and/or object code form), information or benchmark test results regarding the functionality and performance of the Software, any Software license keys provided to Customer, and the terms and conditions of this Agreement.

Confidential Information shall not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party after the date that Customer accepts the Agreement (the "*Effective Date*"); (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; (iv) are protected by Provider in accordance with its obligations under the *Protected Data* Section below, or (v) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information.

(b) **Obligations.** The Receiving Party shall (i) not disclose the Disclosing Party's Confidential Information to any third party, except as permitted in subsection (c) below and (ii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the

Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights. For the avoidance of doubt, this Section shall apply to all disclosures of the parties' Confidential Information as of the Effective Date, whether or not specifically arising from a party's performance under this Agreement.

(c) **Permitted Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the "**Representatives**"), but only to those Representatives that (i) have a "need to know" in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would be a breach of this Agreement.

Additionally, it shall not be a breach of this Section for the Receiving Party to disclose the Disclosing Party's Confidential Information as may be required by operation of law or legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party unless expressly prohibited from doing so by a court, arbitration panel or other legal authority of competent jurisdiction.

15. **Protected Data.** For purposes of this Section, "**Protected Data**" means any information or data that is provided by Customer to Provider during this Agreement that alone or together with any other information relates to an identified or identifiable natural person or data considered to be personal data as defined under Privacy Laws, and "**Privacy Laws**" means any applicable law, statute, directive or regulation regarding privacy, data protection, information security obligations and/or the processing of Protected Data.

Except as permitted herein or to the extent required by Privacy Laws or legal process, Provider shall implement reasonable technical and organizational measures to prevent unauthorized disclosure of or access to Protected Data by third parties, and shall only store and process Protected Data as may be required to fulfill its obligations under this Agreement. If Provider complies with Customer's written instructions with respect to the Protected Data, Provider shall have no liability to Customer for any breach of this Section resulting from such compliance. Provider shall promptly notify Customer of any disclosure of or access to the Protected Data by a third party in breach of this Section and shall cooperate with Customer to reasonably remediate the effects of such disclosure or access. Provider further affirms to Customer that it has adequate agreements in place incorporating the EU standard contractual clauses for the transfer of Protected Data from the European Union ("**EU**") to a country outside the EU.

Customer hereby (i) represents that it has the right to send the Protected Data to Provider, (ii) consents for Provider to store and use the Protected Data worldwide for the sole purpose of performing its obligations under this Agreement, (iii) agrees that the Protected Data may be accessed and used by Provider and its Representatives worldwide as may be needed to support Provider's standard business operations, and (iv) agrees that Protected Data consisting of Customer contact information (e.g., email addresses, names) provided as part of Maintenance Services may be sent to Provider's third party service providers as part of Provider's services improvement processes.

16. **Compliance Verification.** Customer agrees to maintain and use systems and procedures to accurately track, document, and report its installations, acquisitions and usage of the Software. Such systems and procedures shall be sufficient to determine if Customer's deployment of the Software or, if applicable, use of the SaaS Software is within the quantities, terms, and maintenance releases to which it is entitled. Provider or its designated auditing agent shall have the right to audit Customer's deployment of the Software or, if applicable, use of the SaaS Software for compliance with the terms and conditions of this Agreement. Any such audits shall be scheduled at least ten (10) days in advance and shall be conducted during normal business hours at Customer's facilities. Customer shall provide its full cooperation and assistance with such audit and provide access to the applicable records and computers. Without limiting the generality of the foregoing, as part of the audit, Provider may request, and Customer agrees to provide, a written report, signed by an authorized representative, listing Customer's then current deployment of the Software and/or the number of individuals that have accessed and used SaaS Software. If Customer's deployment of the Software or, if applicable, use of the SaaS Software is found to be greater than its purchased entitlement to such Software, Customer will be invoiced for the over-deployed quantities at Provider's then current list price plus the applicable Maintenance Services and applicable over-deployment fees. All such amounts shall be payable in accordance with this Agreement. Additionally, if the unpaid fees exceed five percent (5%) of the fees paid for the applicable Software, then Customer shall also pay Provider's reasonable costs of conducting the audit. The requirements of this Section shall survive for two (2) years following the termination of the last License governed by this Agreement.

17. **SaaS Provisions.**

(a) **Data.** Customer may store data on the systems to which it is provided access in connection with its use of the SaaS Software (the "**SaaS Environment**"). Provider may periodically make back-up copies of Customer data, however, such back-ups are not intended to replace Customer's obligation to maintain regular data backups or redundant data archives. Customer is solely responsible for collecting, inputting and updating all Customer data stored in the SaaS Environment, and for ensuring that it does not (i) knowingly create and store data that actually or potentially infringes or

misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) use the SaaS Environment for purposes that would reasonably be seen as obscene, defamatory, harassing, offensive or malicious.. Provider shall have the right to delete all Customer data stored in connection with the use of the SaaS Software thirty (30) days following any termination of this Agreement or any License to SaaS Software granted hereunder.

Customer represents and warrants that it has obtained all rights, permissions and consents necessary to use and transfer all Customer and/or third party data within and outside of the country in which Customer or the applicable Customer Affiliate is located (including providing adequate disclosures and obtaining legally sufficient consents from Customer's employees, customers, agents, and contractors). If Customer transmits data to a third-party website or other provider that is linked to or made accessible by the SaaS Software, Customer will be deemed to have given its consent to Provider enabling such transmission and Provider shall have no liability to Customer in connection with any claims by a third party in connection with such transmission.

(b) **Conduct.** In connection with the use of SaaS Software, Customer may not (i) attempt to use or gain unauthorized access to Provider's or to any third-party's networks or equipment; (ii) permit other individuals or entities to copy the SaaS Software; (iii) provide unauthorized access to or use of any SaaS Software or the associated access credentials; (iv) attempt to probe, scan or test the vulnerability of the SaaS Software, the SaaS Environment, or a system, account or network of Provider or any of Provider's customers or suppliers; (v) interfere or attempt to interfere with service to any user, host or network; (vi) engage in fraudulent, offensive or illegal activity of any nature or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third party; (vii) transmit unsolicited bulk or commercial messages; (viii) intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the SaaS Software (except for tools with safety and security functions); or (x) restrict, inhibit, interfere with or otherwise disrupt or cause a performance degradation to any Provider (or Provider supplier) facilities used to provide the SaaS Environment. Customer shall cooperate with Provider's reasonable investigation of SaaS Environment outages, security issues, and any suspected breach of this Section, and shall, at its expense, defend Provider and its Affiliates from any claim, suit, or action by a third party (a "**Third Party Claim**") alleging harm to such third party caused by Customer's breach of any of the provisions of this Section. Additionally, Customer shall pay any judgments or settlements reached in connection with the Third Party Claim as well as Provider's costs of responding to the Third Party Claim.

(c) **Suspension.** Provider may suspend Customer's use of SaaS Software (a) if so required by law enforcement or legal process, (b) in the event of an imminent security risk to Provider or its customers, or (c) if continued use would subject Provider to material liability. Provider shall make commercially reasonable efforts under the circumstances to provide prior notice to Customer of any such suspension.

## 18. General.

(a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that would require the application of laws of a different state. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in the Santa Clara County, California. Each party hereby agrees to submit to the jurisdiction of such courts. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

(b) **Assignment.** Except as otherwise set forth herein, Customer shall not, in whole or part, assign or transfer any part of this Agreement, the Licenses granted under this Agreement or any other rights, interest or obligations hereunder, whether voluntarily, by contract, by operation of law or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise without the prior written consent of Provider. Any attempted transfer or assignment by Customer that is not permitted by this Agreement shall be null and void.

(c) **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible by law to effect the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, the terms of this Agreement that limit, disclaim, or exclude warranties, remedies or damages are intended by the parties to be independent and remain in effect despite the failure or unenforceability of an agreed remedy. The parties have relied on the limitations and exclusions set forth in this Agreement in determining whether to enter into it.

(d) **Use by U.S. Government.** The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the U.S. government is prohibited except as expressly permitted by the terms of this Agreement. In addition, when Customer is a U.S. government entity, the language in Subsection (ii) of the *Infringement Indemnity* Section of this Agreement and the *Injunctive Relief* Section of this Agreement shall not be applicable.

(e) **Notices.** All notices provided hereunder shall be in writing and may be delivered by email, in the case of Provider to [legal@sonicwall.com](mailto:legal@sonicwall.com) and in the case of Customer to the email address Provider has on file for Customer. All notices, requests, demands or communications shall be deemed effective upon delivery in accordance with this paragraph.

- (f) **Disclosure of Customer Status.** Provider may include Customer in its listing of customers and, upon written consent by Customer, announce Customer's selection of Provider in its marketing communications.
- (g) **Waiver.** Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- (h) **Injunctive Relief.** Each party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of the *Software License, Restrictions* or *Confidential Information* Sections of this Agreement, the non-breaching party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies.
- (i) **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures. For added certainty, this Section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.
- (j) **Equal Opportunity.** Provider is a federal contractor and Affirmative Action employer (M/F/D/V) as required by the Equal Opportunity clause C.F.R. § 60-741.5(a).
- (k) **Headings.** Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term "including" is used in this Agreement it will be construed in each case to mean "including, but not limited to."
- (l) **Legal Fees.** If any legal action is brought to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may be awarded.
- (m) **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement with respect to the subject matter thereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any proceeding that may involve the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement. In those jurisdictions where an original (non-faxed, non-electronic, or non-scanned) copy of an agreement or an original (non-electronic) signature on agreements such as this Agreement is required by law or regulation, the parties hereby agree that, notwithstanding any such law or regulation, a faxed, electronic, or scanned copy of and a certified electronic signature on this Agreement shall be sufficient to create an enforceable and valid agreement. This Agreement, may only be modified or amended t by a writing executed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

**Revised February 10, 2017**

**SonicWall End User Product Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS PRODUCT. BY DOWNLOADING, INSTALLING OR USING THIS PRODUCT, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. FOR DELIVERIES OUTSIDE THE UNITED STATES OF AMERICA, PLEASE GO TO [HTTPS://WWW.SONICWALL.COM/LEGAL/EUPA.ASPX](https://www.sonicwall.com/legal/eupa.aspx) TO VIEW THE APPLICABLE VERSION OF THIS AGREEMENT FOR YOUR REGION. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE APPLICABLE VERSION OF THIS AGREEMENT FOR YOUR REGION, DO NOT DOWNLOAD, INSTALL OR USE THIS PRODUCT.

This SonicWall End User Product Agreement (the "**Agreement**") is made between you, the Customer ("**Customer**" or "**You**") and the Provider, as defined below.

1. **Definitions.** Capitalized terms not defined in context shall have the meanings assigned to them below:

- (a) "**Affiliate**" means any legal entity controlling, controlled by, or under common control with a party to this Agreement, for so long as such control relationship exists.
- (b) "**Appliance**" means a computer hardware product upon which Software is pre-installed and delivered.
- (c) "**Documentation**" means the user manuals and documentation that Provider makes available for the Products, and all copies of the foregoing.
- (d) "**Maintenance Services**" means Provider's maintenance and support offering for the Products as identified in the *Maintenance Services* Section below.
- (e) "**Partner**" means the reseller or distributor that is under contract with Provider or another Partner and is authorized via such contract to resell the Products and/or Maintenance Services.
- (f) "**Provider**" means, (i) for the US, Europe, Middle East, Africa, Latin America, and Taiwan, SonicWall Inc., with its principal place of business

**Copyright & Limited Liability**

© 2017 SonicWall Inc. ALL RIGHTS RESERVED.

SonicWall is a registered trademark of SonicWall Inc. All other trademarks are property of their respective owners.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT, OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**Node License Status**

- **The SonicWall is licensed for unlimited Nodes/Users.**

**Security Services Summary**

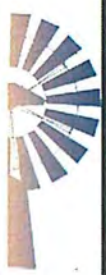
Security Service	Status	Count	Expiration
Nodes/Users	Licensed	Unlimited	
App Control	Expired		24 Apr 2019
App Visualization	Expired		24 Apr 2019
Content Filtering Client	Not Licensed		
Deep Packet Inspection for SSL (DPI-SSL)	Not Licensed		
Deep Packet Inspection for SSH (DPI-SSH)	Not Licensed		
Virtual Assist	Not Licensed		
Global VPN Client	Licensed	2 Max: 12	
Global VPN Client Enterprise	Not Licensed		
VPN SA	Licensed	10	
SSL VPN	Licensed	1 Max: 51	
WAN Acceleration Client	Licensed	1	
WAN Acceleration Software	Not Licensed		
Geo-IP & Botnet Filter	Expired		24 Apr 2019
Comprehensive Anti-Spam Service	Not Licensed		
CSC Management and Reporting	Not Licensed		
CSC Management Lite	Not Licensed		
CSC Analytics	Not Licensed		
Comprehensive/Advanced Gateway Security Suite			
Gateway AV/Anti-Spyware/Intrusion Prevention/App Control/App Visualization	Expired		24 Apr 2019
Premium Content Filter	Expired		24 Apr 2019
Analyzer	Not Licensed		
Capture Advanced Threat Protection	Not Licensed		
Dynamic Support 8x5	Not Licensed		
Dynamic Support 24x7	Expired		24 Apr 2019
CSC Management	Not Licensed		
SonicOS Expanded	Not Licensed		
Support Service	Status		Expiration
Dynamic Support 8x5	Not Licensed		
Dynamic Support 24x7	Expired		24 Apr 2019
Software and Firmware Updates	Expired		24 Apr 2019
Hardware Warranty	Expired		24 Apr 2019



Description		GoBrightLEDs		DATE	6/27/18	Quote	1	
3 x 6 Double sided 8mm full color videoboard		<a href="http://www.gobrightLEDs.com">www.gobrightLEDs.com</a> 1515 Pier Street Clermont, FL 34711 352-403-8116 E-mail: <a href="mailto:bwhitehead68@gmail.com">bwhitehead68@gmail.com</a>		ESTIMATE AMOUNT				
Monument sign installed by signcrafters of Florida				REVISED ESTIMATE AMOUNT		DATE		
Does not include electricity which will need to be within five foot of the sign.				CALLED CUSTOMER WITH REVISED ESTIMATE?				
				INITIALS	TIME	INITIALS	TIME	
				TERMS AND CONDITIONS				
				Quote:				
				Price includes dilevery & Software Setup.				
				Price includes intallation by SignCrafters				
				Item	Sign	Quan	Rate	Total
				1	3 x 6 double sided 8mm full color Video Board	1.0	\$21,500.00	\$21,500.00
		2	Installed in a Monument sign illuminated on top			\$0.00		
		3	with Logo			\$0.00		
		4				\$0.00		
		5				\$0.00		
		6				\$0.00		
		7				\$0.00		
		8				\$0.00		
		9				\$0.00		
		10				\$0.00		
		11				\$0.00		
		12				\$0.00		
		13				\$0.00		
		14				\$0.00		
		15				\$0.00		
		16				\$0.00		
		17				\$0.00		
		18				\$0.00		
		19				\$0.00		
						\$21,500.00		
		Thank You!						
						Balance		



*Truittland Park Library*

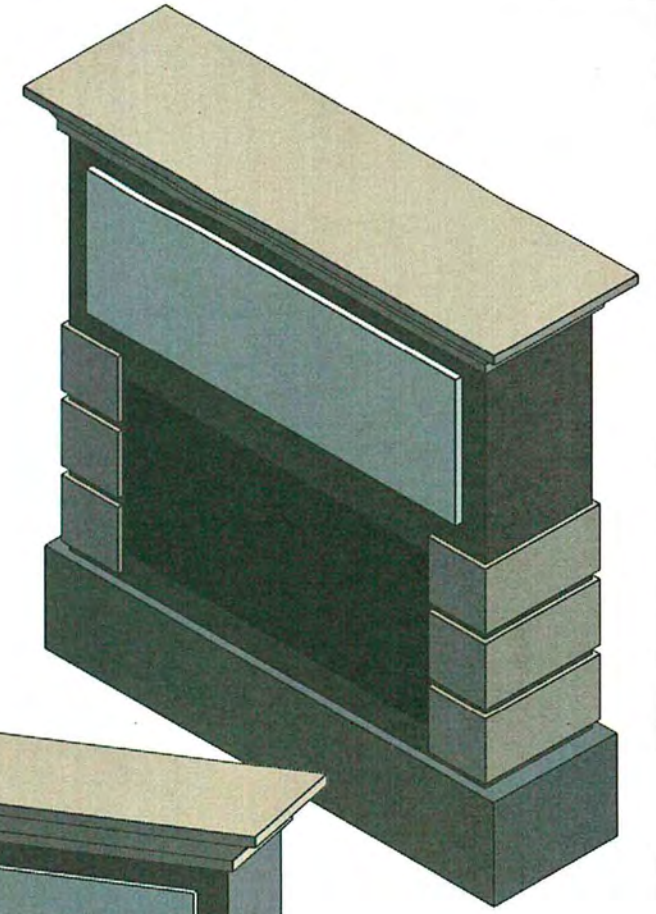
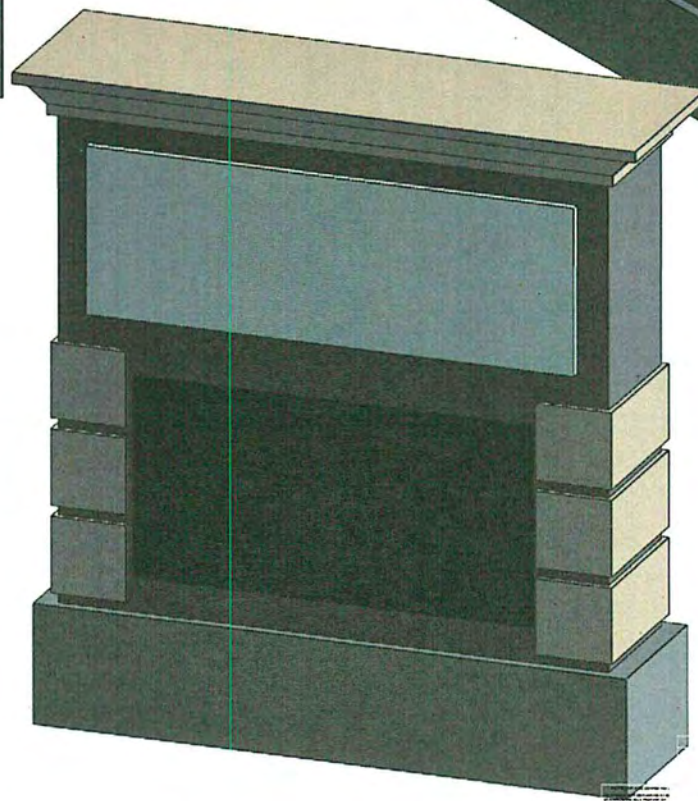
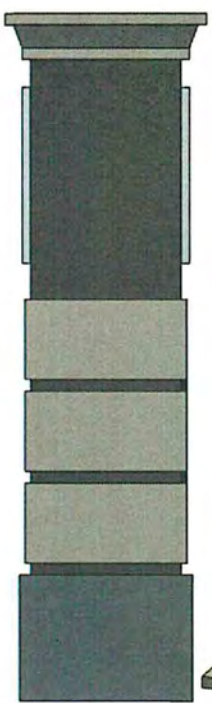


**SIGN**  
*Crafters*  
OF FLORIDA



8 7 6 5 4 3 2 1

H  
G  
F  
E  
D  
C  
B  
A



H  
G  
F  
E  
D  
C  
B  
A

5 4 3 2 1

DESIGNED BY	DATE	REV	REV
DRAWN BY	DATE	REV	REV
CHECKED BY	DATE	REV	REV
APPROVED BY	DATE	REV	REV
SCALE	1:1		
SEE DWG NO.		REV	
Monument Sig		E3D Rendered Allan	
SCALE 1:1		SHEET 011	



# MID-FLORIDA SIGNS & GRAPHICS

3602 Parkway Boulevard Suite 2 Leesburg, Florida 34748  
 OFFICE 352.787.3882 FAX 352.787.9427  
[www.midflsigns.com](http://www.midflsigns.com)  
 FL ES12000754

## PROPOSAL

**Proposal #: 11404**

**Proposal Date:** 03/26/19

**Customer #:** CRM002161

**Page:** 1 of 3

<b>SOLD TO:</b>	<b>JOB LOCATION:</b>
FRUITLAND PARK LIBRARY 205 W BERCKMAN ST FRUITLAND PARK FL 34731	FRUITLAND PARK LIBRARY 205 W BERCKMAN ST FRUITLAND PARK FL 34731  REQUESTED BY: JOANN GLENDINNING

Mid-Florida Signs & Graphics (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #2823 FURNISH AND INSTALL (QTY. 1) 7'-0" OVERALL HIGH x 10'-0" OVERALL WIDE DOUBLE-SIDED MONUMENT SIGN WITH FRUITLAND PARK LIBRARY TOP ID AND 10MM 2'-0" X 5'-0" FULL COLOR WATCHFIRE EMC WITH WIRELESS BROADBAND COMMUNICATION. BASE TO BE FABRICATED OF ALUMINUM WITH STUCCO FINISH. ILLUMINATION VIA MODULAR LED. ELECTRICAL SERVICE TO LOCATION ASSUMED TO BE EXISTING AT TIME OF INSTALLATION. MID-FLORIDA SIGNS & GRAPHICS TO TERMINATE AT LOCATION. INCLUDING ENGINEERING, PERMITTING, MANUFACTURING, INSTALLATION AND SALES TAX.	\$29,076.43	\$29,076.43

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$29,076.43**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION, ALL APPLICABLE FEES & TAXES INCLUDED**

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE TO INCLUDE ELECTRICAL TERMINATION TO EXISTING SERVICE AT TIME OF INSTALLATION WITHIN 6'-0" OR LESS, Mid-Florida Signs & Graphics NOT RESPONSIBLE FOR EXISTING ELECTRICAL SERVICE. EXISTING ELECTRICAL ASSUMED IN GOOD WORKING CONDITION AND COMPLIANT TO LOCAL AND NEC CODES.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

**TERMS AND CONDITIONS**

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, Mid-Florida Signs & Graphics MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN

COMPANY INITIALS TB

CUSTOMER INITIALS \_\_\_\_\_





# MID-FLORIDA SIGNS & GRAPHICS

3602 Parkway Boulevard Suite 2 Leesburg, Florida 34748  
OFFICE 352.787.3882 FAX 352.787.9427  
www.midflsigns.com  
FL ES12000754

## PROPOSAL

**Proposal #: 11404**

**Proposal Date:** 03/26/19  
**Customer #:** CRM002161  
**Page:** 2 of 3

DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.

2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL DAMAGE FROM FIRE OR ANY OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING OF THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. CUSTOMER/OWNER WAIVES ANY RIGHTS OR CLAIMS AGAINST COMPANY FOR ANY PERSONAL INJURIES AND/OR PROPERTY DAMAGES INCURRED BY ANYONE OTHER THAN THE COMPANY OR ITS SUBCONTRACTORS ON THE PROJECT DURING THE PERIOD OF WORK. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS FROM ANY CLAIMS, ACTIONS, SUITS, AWARDS, DAMAGES, COURT COSTS OR OTHER LIABILITY ASSERTED. FOR PURPOSES OF ANY INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, THE TERM "COMPANY" SHALL INCLUDE ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SURETIES, SUBCONTRACTORS, AND SUPPLIERS.
6. THIS AGREEMENT WILL BE CONSTRUED, INTERPRETED, AND APPLIED ACCORDING TO THE LAW OF THE STATE OF FLORIDA WITH VENUE IN LAKE COUNTY, FLORIDA.
7. Mid-Florida Signs & Graphics SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION. FURTHERMORE, IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN CUSTOMER PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH SAID PERMISSION WAS OBTAINED AND AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY.
8. CUSTOMER AGREES TO PROVIDE ELECTRICAL SERVICE OF SUITABLE CAPACITY AND APPROVED MATERIAL TO LOCATION OF SIGN IN ADVANCE OF INSTALLATION WITHIN REASONABLE DISTANCE. Mid-Florida Signs & Graphics TO TERMINATE AT ADJACENT LOCATION.
9. WHEN FOUNDATIONS ARE NECESSARY, THE COMPANY WILL CONTACT APPROPRIATE AGENCY TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT THAT UNEXPECTED UNDERGROUND OBJECTS ARE IDENTIFIED IN THE DRILLING /EXCAVATION PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT OR EXCESS TIME IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
10. UNLESS OTHERWISE WRITTEN, ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACED AT NO COST TO THE BUYER FOR THIS MATERIAL. THE MANUFACTURER'S WARRANTY ON ELECTRONIC MESSAGE CENTERS OR ANY OTHER SPECIAL EQUIPMENT SHALL APPLY.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 90 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: Tara Blocker

DATE: 03/26/19

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS TB

CUSTOMER INITIALS \_\_\_\_\_



# MID-FLORIDA SIGNS & GRAPHICS

3602 Parkway Boulevard Suite 2 Leesburg, Florida 34748  
 OFFICE 352.787.3882 FAX 352.787.9427  
[www.midflsigns.com](http://www.midflsigns.com)  
 FL ES12000754

## DEPOSIT INVOICE

**Invoice #:** DP11404

**Inv Date:** 03/26/19  
**Customer #:** CRM002161  
**Page:** 3 of 3

<b>SOLD TO:</b>	<b>JOB LOCATION:</b>
FRUITLAND PARK LIBRARY 205 W BERCKMAN ST FRUITLAND PARK FL 34731	FRUITLAND PARK LIBRARY 205 W BERCKMAN ST FRUITLAND PARK FL 34731  REQUESTED BY: JOANN GLENDINNING

<b>ORDERED BY</b>	<b>PO NUMBER</b>	<b>SALESPERSON</b>	<b>PAYMENT TERMS</b>
JOANN GLENDINNING		TARA BLOCKER	50.0% Due Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #2823 FURNISH AND INSTALL (QTY. 1) 7'-0" OVERALL HIGH x 10'-0" OVERALL WIDE DOUBLE-SIDED MONUMENT SIGN WITH FRUITLAND PARK LIBRARY TOP ID AND 10MM 2'-0" X 5'-0" FULL COLOR WATCHFIRE EMC WITH WIRELESS BROADBAND COMMUNICATION. BASE TO BE FABRICATED OF ALUMINUM WITH STUCCO FINISH. ILLUMINATION VIA MODULAR LED. ELECTRICAL SERVICE TO LOCATION ASSUMED TO BE EXISTING AT TIME OF INSTALLATION. MID-FLORIDA SIGNS & GRAPHICS TO TERMINATE AT LOCATION. INCLUDING ENGINEERING, PERMITTING, MANUFACTURING, INSTALLATION AND SALES TAX.	\$29,076.43	\$29,076.43
	TOTAL PROPOSAL AMOUNT		----- \$29,076.43

<b>PLEASE PAY THIS DEPOSIT AMOUNT:</b>	<b>\$14,538.22</b>
--	--------------------





FRONT VIEW

SIDE VIEW

**1 D/S MONUMENT SIGN**

ONE (1) REQUIRED - MANUFACTURE AND INSTALL

SCALE: 1/2"=1'

50.00 SQ.FT. ALLOWABLE  
41.85 SQ.FT. PROPOSED

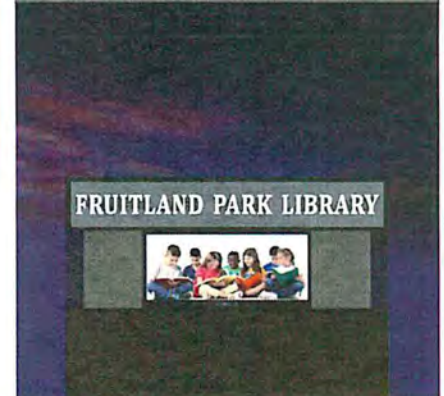
**SIGN SPECIFICATIONS**

D/S EXTRUDED ALUMINUM CABINET INTERNALLY ILLUMINATED w/ LEDs / STUCCO FINISHED / 3/16" ACRYLIC FACES w/ 3M WHITE TRANSLUCENT VINYL OVERLAY w/ WEED OUT COPY / 1.5" RETAINERS / ALUMINUM FABRICATED BASE STUCCO FINISHED.

"WATCHFIRE" EMC 10mm FULL COLOR / 2' X 5' VIEWING AREA.

-LANDSCAPING BY OTHERS

**NIGHT VIEW - NTS**



**VINYL SCHEDULE**

3MDURANODIC 3630-22 First Surface Applied

**FINISH COLOR SCHEDULE**

- P-1 TO MATCH PMS 4685C - STUCCO FINISH
- P-2 TO MATCH PMS 404C - STUCCO FINISH

CUSTOMER:	FRUITLAND PARK LIBRARY	DRAWN BY:	HA	REV:	
LOCATION:	FRUITLAND PARK, FL	DATE:	03/19/19	REV:	
TITLE:	MONUMENT SIGN	QUOTE No:	2823	REV:	



FLORIDA STATE LICENSE ES12C00754

Signs designed and related to meet the Florida Building Code 900 (2017 ed.). This sign is intended to be installed in accordance with the requirements of Article 600 of the Florida Electrical Code and/or other applicable code codes NEC (2017 ed.). This includes proper grounding and bonding of the Sign. All signs are UL listed per NEC. This design is the property of MID-FLORIDA SIGNS & GRAPHICS and is submitted for your exclusive review under the agreement that the contract herein will not be reproduced, copied, and/or shown to any other contractor or out to any other law without express written consent.

**MID-FLORIDA SIGNS & GRAPHICS**  
3602 Parkway Blvd Leesburg, FL 34748  
Tel: 352.787.8986 • Fax: 352.787.9427

PAGE NUMBER

**01**



NEW IDEAS - NEW TECHNOLOGY, INC.

4242 McIntosh Ln, Sarasota, Florida 34232  
t. 800-848-4262 f. 941-378-4062

# QUOTE

Number 137623\_10MM96X192CV

Date Jun 26, 2019

Sold To
<b>Fruitland Park Library</b>  205 W. Berckman Street Fruitland Park, FL 34731

Ship To
<b>Fruitland Park Library</b>  205 W. Berckman Street Fruitland Park FL 34731

Salesperson	P.O. Number	Ship Via	Terms
Colleen			

Line	Qty	Description	Unit Price	Ext. Price
1		<b>9' 6" H x 6' 4" W custom monument structure</b>	\$32,390.00	\$32,390.00
		Includes: Custom logo substrate in HDU, poles, angle iron, bolts, perf fillers		
1		<b>10MM Full Color LED Sign</b>		
		LED Pixel Matrix 96 x 192 Single/Double Sided: DF		
		Pixel Pitch: 10MM Model: INFMOD Amps:16.6		
		LED Cabinet Dimensions: 3'- 1 13/16" H X 6'- 3 9/16" W		
		Active Viewing Area: 3'- 1 13/16" H X 6'- 3 9/16" W		
		Specifications »» LEDs/Pixel (3) 1R-1G-1B		
		»» Color Processing: 16-bit Grayscale		
		»» Color Palette: 281 triliion colors		
		»» Viewability: 140 degrees horizontal / 70 vertical		
		»» Graphic Capability: text, animations, video & picture		
		»» Display Dimming: 100 levels		
		»» Video Frame Rate: 60 frames per second		
		»» Average LED Life: 100,000 hrs		
		»» Cabinet Construction: Extruded aluminum		
		»» Weatherproofing (Front/Rear): IP65 / IP54		
		»» Manufacturing Quality Standard: ISO 9001		
		»» Compliance: FCC Part 15 / ETL / UL48		
1		<b>Cell data modem with lifetime prepaid data service</b>	\$5,220.00	\$5,220.00
1		<b>Installation</b>		

**WARRANTY INFORMATION**

LED Sign Warranty

5 Year manufacturer's advanced replacement parts warranty  
Lifetime technical support  
Lifetime FREE software training and support  
10 years parts availability guarantee

Refer to Signs Plus Warranty Statement for additional details.

**INSTALLATION:**

Installation includes receiving and inspecting new signs, Dig and pour concrete, set sign poles. Install monument structure. Mount LED signs. Furnish and install ground wires. Install cell data antenna. Make final electrical connections.

Customer is responsible for marking the sign location and providing electrical service with a disconnect to within 3' of the signs. Refer to Customer Installation Checklist for electrical requirements.

Permit fees (if any) will be added to final invoice.

Sales tax exemption requires confirmation of tax-exempt status by letter or valid resale certificate.

<b>SubTotal</b>	\$37,610.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$1,548.00
<b>Total</b>	<b>\$39,158.00</b>





Number 137623\_10MM96X192CV  
Date Jun 26, 2019

**PAYMENT TERMS**

Authorized purchase order accepted to process order. Payment of entire invoice amount is due 10 days from the sign(s) ship date.

**PERMITS & ZONING**

*(unless otherwise indicated, sign order will proceed without confirmation of permit acquisition.*

- Proceed with manufacture of sign prior to permit approval. Customer is responsible for cancellation charges if permit is denied.
- Do not proceed with manufacture of sign prior to permit approval.

**COMMUNICATION DETAILS**

Customer acknowledges that in order for the above LED board to communicate via a cell modem, data subscription is required. Signs Plus is providing the cell modem and cellular service for the expected life of the LED / TEN YEARS. As the owner or operator of the LED signs, you understand communication to the signs is dependent on maintaining this service.

**CONDITIONS OF SALE**

Unless otherwise stipulated, balance is due prior to shipment. All prices quoted are cash prices.

Signs Plus makes no expressed or implied warranties whatsoever with respect to the equipment and goods being purchased, including, but not limited to, the implied warranties of merchantability and fitness except those stated in warranties set forth in the written Signs Plus Warranty. We reserve the right to modify our designs and manufacturing process to improve the quality, value and/or safety of our signs. Each sign is individually designed per customer specifications. Cancellation at any stage will incur charges. These charges may exceed your deposit. Change orders will incur charges. Additional charges will be incurred when (1) rock or utilities are encountered during an installation by a Signs Plus agent; (2) site specific engineered prints and/or changes to standard sign engineering are required.

Except by prior agreement, Signs Plus or its agents will select the freight carrier to deliver the above described property. By law title to the property passes to the buyer upon delivery to the freight carrier. Loss or damage to the goods once in the possession of the freight carrier is the responsibility of the buyer and the freight carrier. Buyer accepts responsibility of unloading the sign at the "ship to address" listed on the Signs Plus contract, unless otherwise arranged through Signs Plus prior to the ship date. In the event legal proceedings become necessary to recover sums due under this contract, the venue of those proceedings will be Sarasota County, Florida. The offending party will pay all costs including attorneys' fees. Failure to meet the terms of this contract will invalidate your warranty.

Credit Card Purchases: Deposits will be processed the day the order is received. Requests for balance to be charged to a credit card will require an additional Credit Card Authorization Form, and will be processed the day the authorization is received. A 2% convenience fee applies to all credit card transactions.

**APPROVAL / AUTHORIZATION**

**AUTHORIZED SIGNATURE** *I have read and agree to Terms and Conditions of Sale on page 2 of this Contract*

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

A FAXED OR EMAILED SIGNATURE IS BINDING UPON BOTH PARTIES



# Fruitland Park Library

**Side View**



**Front View**



Reference #: 137263  
 Date: 6/11/19  
 Sketch #: 1

**Sign Specifications**

**8MM 9x192 Matrix**  
*LED Model: Infinity Mod*  
**Cabinet: 3' 2" H x 6' 4" W**  
**Viewing Area: 3' 2" H x 6' 4" W**  
 Custom polycarbonate monument  
 base and header

**LED Sign Display Capabilities**

	8	96	192
# of Lines		Character Size (in)	# of characters per Line
12	2.8	32	
11	2.8	27	
10	3.1	27	
9	3.5	24	
8	4.3	19	
7	4.7	19	
6	5.9	14	
5	7.1	12	
4	9.1	10	
3	12.2	7	
2	18.5	5	
1	37.4	2	

*The images in this rendering may be of insufficient quality for the manufacturing process. High resolution graphics are required for final production.*

*This colored sketch is provided as an example of color. There is no exact match between ink and paint. Signs Plus does not guarantee such.*

© COPYRIGHT 2019, ALL RIGHTS RESERVED, REPRODUCTION EXPRESSLY PROHIBITED

**Color Detail**

Approved

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


Signature: \_\_\_\_\_

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



## MEMORANDUM

To: Gary LaVenia, City Manager

From: Jo-Ann Glendinning, Library Director 

Date: June 28, 2019

Subject: Electronic Sign and Monument-Fruitland Park Library

---

---

Attached please find three quotes for placement of a double sided full color video board which will be installed inside of a custom monument structure. This electronic sign will be placed in front of the new Fruitland Park Library on the Berckman Street side. The electricity is already in place. The quotes are from the following companies:

- GoBrightLED's (\$21,500.00)
- Mid-Florida Signs & Graphics (\$29,076.00)
- Signs Plus (\$39,158.00)

As you may know, when we have a digital display installed, we control our very own advertising medium. We decide what to say to our community and how long we want to say it.

- Displaying graphics that attract the attention of our communities.
- Attract visitors and patrons with messages as they drive (and walk) up and down Berckman Street.
- Instant response to unexpected events with a timely message.
- Digital display ads are more cost effective than TV, newspaper, and radio advertising.

Also, running a display will cost less than you think. LED technology is energy efficient.

Your consideration in this matter is greatly appreciated.

CC: Mayor  
Commissioners  
File

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

**ITEM TITLE:** Public Comments  
**For the Meeting of:** July 11, 2019  
**Submitted by:** City Attorney  
**Date Submitted:** July 3, 2019  
**Funds Required:** None  
**Account Number:** N/A  
**Amount Required:** N/A  
**Balance Remaining:** N/A  
**Attachments:** Yes, Resolution 2013-023, Public Participation Policy

**Item Description:** This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the 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.

**Action to be Taken:** None

**Staff's Recommendation:** N/A

**Additional Comments:**

**City Manager Review:**

**Mayor Authorization:**



## 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

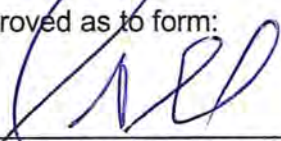
ATTEST:

  
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