

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

October 24, 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 Dennis Langford, Covenant Life Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. PROCLAMATION – *Florida City Government Week, October 21 to 28, 2019* (city clerk)

Sponsored by the Florida League of Cities to include events from the library, parks and recreation and the fire department.

4. CONSENT AGENDA

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

(a) Approval of Minutes (city clerk)

- September 19, 2019 special meeting and
- September 26, 2019 special meeting

(b) Wreaths of America Program (city clerk)

Motion to consider the request from the John Gella Memorial Unit 219 of the American Legion Auxiliary permission to hold the seventh annual Wreaths of America Ceremony at Shiloh Cemetery on Saturday, December 14, 2019.

5. REGULAR AGENDA

- (a) Resolution 2019-052 Summit Broadband Service Order** (city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SUMMIT BROADBAND SERVICE ORDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SERVICE ORDER; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the September 19, 2019 special meeting.)

- (b) Resolution 2019-054 Software (Citizen's Engagement Portal) Proposal - Central Square Technologies** (city attorney/city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROPOSAL FROM CENTRALSQUARE TECHNOLOGIES IN THE AMOUNT OF \$12,160.00 AND ADDENDUM NO. 1 TO SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT DATED NOVEMBER 4, 2014; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

- (c) Roller Wacker Trailer Quotes - Award**(city manager/public works director)

Motion to consider, select and award the roller-wacker trailer to one of the following quotes

- o United Rentals Inc. (Roller and Trailer), \$14,210
- o Northern® Tool (Roller), \$17,499.99, and
- o eBay 2015 Wacker Neuson RD27-120 (Roller), \$29,900

- (d) Resolution 2019-057 Police Training BT 2020-001 - Budget Amendment FY 2019-21** (city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM TRANSFER TO RESERVES BUDGET TO POLICE TRAINING BUDGET; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

- (e) Financial Report - August 2019** (city treasurer)

August 2019 Financial Report

- (f) **Fire Rescue Services and Proposed Public Safety Building Discussion** (city manager)
Discussion on fire rescue services for the City of Fruitland Park and the proposed public safety building.

PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

- (g) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2019-008 – Annexation – Petitioner: City of Fruitland Park** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 10, 2019.)

- (h) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2019-009 – Comprehensive Plan – Petitioner: City of Fruitland Park** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S

COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 10, 2019.)

- (i) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2019-007 – Rezoning – Petitioner: City of Fruitland Park** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 6.69 ± ACRES OF PROPERTY OWNED BY THE CITY OF FRUITLAND PARK FROM R-2 TO PUBLIC FACILITIES DISTRICT 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 SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 10, 2019.)

END OF QUASI-JUDICIAL PUBLIC HEARING

- (j) **First Reading and Public Hearing – Ordinance 2019-014 – LPA-P&Z Board – Lake County School District Representative – Nonvoting Member** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN CHAPTER 31 OF THE CODE OF ORDINANCES RELATING TO THE LOCAL PLANNING AGENCY AND THE PLANNING AND ZONING BOARD, INCLUDING BUT NOT LIMITED TO PROVIDING FOR A LAKE COUNTY SCHOOL DISTRICT REPRESENTATIVE TO SERVE AS A NONVOTING MEMBER; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS,

AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on October 10, 2019.)

END OF PUBLIC HEARING

6. OFFICERS' REPORTS

(a) City Manager

- i. Economic Development Status Update**
- ii. FY 2020-21 Legislative Funding Initiative Request**

(b) City Attorney

- i. Notice of Claim – James Hartson**
- ii. City of Fruitland Park v. T. D. Burke**

7. PUBLIC COMMENTS

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

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

8. COMMISSIONERS' COMMENTS

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

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

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

- October 26, 2019 Trick or Trot – 5k Family Fun Run, Fruitland Park Elementary School, 304 Fountain Street, Fruitland Park, Florida 34731 at 8:00 a.m.;
- October 28, 2019, Lake-Sumter Metropolitan Planning Organization (MPO) Governing Board meeting, 225 W. Guava Street, Lady Lake, Florida 32159 at 2:00 p.m.;

- November 2, 2019, *24th Annual Government Day*, Dwight D. Eisenhower Regional Recreation Center, 3560 Buena Vista Boulevard, The Villages, Florida 32163 at 10:00 a.m.;
- November 4, 2019, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.;
- November 11, 2019, Veterans’ Day, City Hall Closed;
- November 13, 2019, Lake County Trails *Meet me in the Middle – How Trails can Bring Lake County Together* Presentation, LSSC Leesburg Campus, 9501 US Hwy 441, Leesburg, Florida 34788 at 5:30 p.m.;
- November 14, 2019, City Commission Regular at 6:00 p.m.;
- November 22, 2019, Lake Sumter Metropolitan Planning Organization (MPO), The Commercial Contractors Association of Lake and Sumter Counties Presentation and Election of 2020 Officers, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;
- November 28, 2019, City Commission Regular at 6:00 p.m. Cancelled;
- November 28, 2019, Thanksgiving Day, City Hall Closed;
- November 29, 2019, Day After Thanksgiving, City Hall Closed;

- December 12, 2019, City Commission Regular at 6:00 p.m.;
- December 13, 2019, Hometown Christmas, Outside City Hall at 5:30 p.m.;
-
- December 14, 2019, *7th Annual Wreaths Across America Ceremony*, Shiloh Cemetery, Fruitland Park, Florida 34731 at 12 noon;
- December 19, 2019, Holiday Luncheon, Heritage Community Church, 509 West Berckman Street, Fruitland Park at 11:30 a.m.;
- December 20, 2019 Christmas Party, Community Center, 205 W Berckman Street, Fruitland Park, Florida 34731 at 7:00 p.m.;
- December 24, 2019, Christmas Eve – City Hall Closed;
- December 25, 2019, Christmas Day - City Hall Closed;
- December 26, 2019, City Commission Regular at 6:00 p.m. – Cancelled, and

- December 31, 2019, New Year's Eve

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.)

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3**

ITEM TITLE: Proclamation – *Florida City Government Week*

For the Meeting of: October 24, 2019

Submitted by: City Clerk

Date Submitted: October 1, 2019

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Yes, Proclamation with Event Information

Item Description: Proclamation – *Florida City Government Week, October 21 to 28, 2019* sponsored by the Florida League of Cities Inc. to include the following activities during that week in the City of Fruitland Park:

October 21, 2019	Library	Book Club Meets at 10:00 am; Computer Class at 10:00 am; <i>Understanding Medicare</i> Workshop at 2:00 pm;
October 22, 2019		Chess Club (adults) at 10:00 am; Knit with Myla at 1:00 pm; “Mahjong” Children’s Storytime at 11:00 am;
October 23, 2019		“ <i>Stay n Play Pumpkins</i> ” Storytime at 10:30 am;
October 26, 2019	Parks and Recreation Fire Department	Trick or Trot – 5k Family Fun Run at Fruitland Park Elementary at 8:00 am, and Fall Festival

Action to be Taken: None

Staff’s Recommendation: N/A

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

Proclamation

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, is dependent upon public commitment to and understanding of its many responsibilities and it provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of the services provided by cities and their benefits; and

WHEREAS, *Florida City Government Week* is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, the week of October 21 to 23, 2019 offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities (FLC) and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, *Florida City Government Week* is a very important time to recognize the significant role played by city government in our lives and to spread the word to all Floridians that they can shape and influence this level of government, which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of activities.

NOW, THEREFORE, I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the City of Fruitland Park Commissioners support the FLC's initiative to promote and participate in "My City" I'm Part of It, I'm Proud of It!" and sponsor *October 21-28, 2019 as Florida City Government Week* by encouraging all citizens to volunteer to improve lives in this community.

Signed this 24th day of October 2019.

Chris Cheshire, Mayor

Attest:

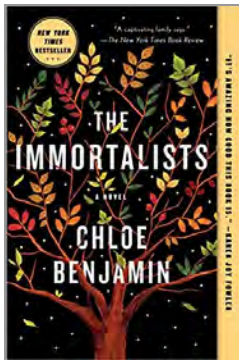
Esther Coulson, City Clerk



(<http://www.mylakelibrary.org/>)

Book Club ◀ (<http://mylakelibrary.evanced.info/signup/Calendar?lib=1003&startDate=2019/10/17>)

Monday, October 21, 2019 — 10:00 AM - 12:00 PM



Fruitland Park Library — Meeting Room



(<http://mylakelibrary.evanced.info/signupadmin/eventsxml.aspx?dm=ical&eventid=64323>)



Share

Event Details

Come join the group even if you have not read the book. This months selection is "The Immortalists" by Chloe Benjamin.

Event Type(s): Book Club

Age Group(s): Adults

POWERED BY:

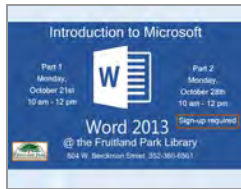


(<http://www.mylakelibrary.org/>)

Computer Class

◀ (<http://mylakelibrary.evanced.info/signup/Calendar?lib=1003&startDate=2019/10/17>)

Monday, October 21, 2019 — 10:00 AM - 12:00 PM



Fruitland Park Library



(<http://mylakelibrary.evanced.info/signupadmin/eventsxml.aspx?dm=ical&eventid=65186>)



Share

Event Details

Introduction to Word Part 1. Class size is limited. Please call 352-360-6561 and reserve your space.

Event Type(s): Educational

Age Group(s): Adults

POWERED BY:



Demco
SOFTWARE™

(<http://demcosoftware.com/>)

MEDICARE & YOU WORKSHOP

Understanding Medicare

MONDAY
OCTOBER 21ST
2PM

Medicare provides good coverage, but it was never intended to cover all of your healthcare expenses. This workshop discusses what Medicare covers and describes the many options for filling in the gaps for what it does not.



Fruitland Park Library 604 W. Berckman St. 352-360-6561

**Medicare and
Active Americans**

**Am I automatically
enrolled in Medicare
when I'm 65?**

**What services does
Medicare not cover?**

**Will Medicare pay for
my prescription
drugs?**

**Is Medicare my only
healthcare option?**

PLEASE JOIN

**MANDY STEPP AND COL-
LEEN BARNETT**

**FOR AN INFORMATIONAL
MEDICARE WORKSHOP**



Chess Club

For adults 18 and older

2nd and 4th Tuesday of every month

10:00 a.m.-12:00 noon

Beginners Welcome



**Fruitland Park Library 604 W. Berckman Street
352-360-6561**







(<http://www.mylakelibrary.org/>)

Knit with Myla

◀ (<http://mylakelibrary.evanced.info/signup/Calendar?lib=1003&startDate=2019/10/17>)

Tuesday, October 22, 2019 — 1:00 PM - 3:00 PM

Fruitland Park Library — Meeting Room

  (<http://mylakelibrary.evanced.info/signupadmin/eventxml.aspx?dm=ical&eventid=64331>)   Share

Event Details

Event Type(s): Crafts

Age Group(s): Adults

POWERED BY:



Demco
SOFTWARE™

(<http://demcosoftware.com/>)

Demco Software — [Privacy Policy \(http://demcosoftware.com/privacy-policy/\)](http://demcosoftware.com/privacy-policy/)



(<http://www.mylakelibrary.org/>)

Mahjong

◀ (<http://mylakelibrary.evanced.info/signup/Calendar?lib=1003&startDate=2019/10/17>)

Wednesday, October 23, 2019 — 11:00 AM - 2:00 PM

Fruitland Park Library — Meeting Room



(<http://mylakelibrary.evanced.info/signupadmin/eventsxml.aspx?dm=ical&eventid=64332>)



Share

Event Details

Event Type(s): Other

Age Group(s): Adults

POWERED BY:



demco
SOFTWARE™

(<http://demcosoftware.com/>)

Demco Software — Privacy Policy (<http://demcosoftware.com/privacy-policy/>)





(<http://www.mylakelibrary.org/>)

Story time < (<http://mylakelibrary.evanced.info/signup/Calendar?lib=1003&startDate=2019/10/17>)
and Stay and Play "Pumpkins"

Wednesday, October 23, 2019 — 10:30 AM - 11:30 AM

Fruitland Park Library

 (<http://mylakelibrary.evanced.info/signupadmin/eventsxml.aspx?dm=ical&eventid=64372>)  Share

Event Details

Come for our pumpkin themed story time and visit our pumpkin patch to pick out a pumpkin! You can decorate it at the library! Registration required for this special story time event! Please sign up in the Children's Room or the Circulation Desk!

Event Type(s): Story Time

Age Group(s): Preschool (0-4)

POWERED BY:



Demco
SOFTWARE™

(<http://demcosoftware.com/>)

Demco Software — Privacy Policy (<http://demcosoftware.com/privacy-policy/>)

2019 TRICK OR TROT

FOR CORPORATE SPONSORSHIP OR
GENERAL INFORMATION CONTACT:

Fruitland Park Recreation
352-360-6734

26th
OCTOBER
8AM

Fruitland Park Elementary
301 W. Fountain Street
Fruitland Park, FL

All proceeds will benefit
Fruitland Park Elementary
& Fruitland Park Rec

Pre-Register to
guarantee a free
T-shirt

5K RUN
\$20
by Oct. 3rd



Register at raceentry.com (search) Trick or Trot

Event Day Schedule:
Oct 26 6:40 AM - Registration at Fruitland Park Elementary
Oct 26 8:00 AM - 5k Run



Fruitland Park Fire Rescue

Show & Tell or Station Tour Request

Type of Request: Station Tour: Show & Tell: Other, specify:

EVENT INFORMATION

Event Name (if applicable):

Event Date:

Event Time:

Event Location, **please provide a physical street address:**

Number of Participants: Age Group: 0-5: 6-12: 13-17: All Ages/Other:

Please list any specific details that may be of assistance to our Fire Department Staff:

Contact/Organization Information

Organization:

Contact Name (1):

Contact Name (2):

Contact Phone Numbers:

Contact Phone Numbers:

Email Address:

Email Address:

All FPFR Fire Apparatus and Fire Stations remain in-service 24-hours a day and can be dispatched to an emergency at any time, i.e., before or during an event. In such case, fire crews may be unable to notify the event organizer of any delays or cancellations while responding to a fire or medical incident.

[Click here to submit](#)

From: [Florida League of Cities](#)
To: [Esther Coulson](#)
Subject: President Salver's Initiative: Readers2Leaders
Date: Friday, October 18, 2019 3:38:32 PM



President Salver's Initiative Focuses on Civics Education for Florida's Youth



Florida League of Cities **President Isaac Salver**, council member for the City of Bay Harbor Islands, believes that civics education is critical for young people, and he believes municipal elected officials play a key role in that process. His president's initiative, **Readers2Leaders**, focuses on connecting students to cities through reading and resources.

Education is a priority for Salver. His mother was a
□ Holocaust survivor from Poland, and his father was an

immigrant from Cuba. Salver's mother spoke three languages, but she couldn't read. She was unable to help Salver with his homework, but she and her husband were determined that their children were going to be educated. The education he received and the books he read laid the groundwork for his life's work and his passion for public service.

The initiative is underway. In 2020, an educational children's book published by the League will be sent to every elected municipal official in Florida to read to ages pre-K through second grade. Other resources, designed by grade levels, are now available.

The Readers2Leaders resources below -- meant to be shared by elected officials with schools, libraries, afterschool programs and municipal youth councils -- are just a few of the activities available to get you started. These are also great resources to incorporate into your Florida City Government Week celebration!

Designed for students of all ages, the [MuniMentor Program](#) is a great activity to kick off Readers2Leaders in your city. Mentoring students is important and has the power to impact a student's academic and personal life. Mentoring matches the volunteer mentor one-on-one with a student. He/she usually meets with the student at least once a week, spending 30 minutes to one hour with the student.

Grade School

[Milk & Cookies with the Mayor/Commissioner](#)

Cookies with the Mayor/Commissioner (or a like event) is a great way to introduce yourself as an elected official and provide a lesson on city government.

[City Activity Book](#)

The city activity book is an activity book for elementary students that includes municipal-related activities.

Middle School

[Mock City Council Meeting](#)

A mock city council meeting allows middle school students to understand how decisions are made at the city government level.

[City Trivia Game](#)

City Trivia is an interactive way to engage students in city government. Students will need a lesson in city government prior to playing City Trivia.

High School

[Youth Council Development Guide](#)

Our guide for creating a municipal youth council serves as a road map and includes examples from cities around the state.

[Photo Competition](#)

A photography competition is a great way to showcase your city and shine a spotlight on what makes your community special.

Visit the Reader2Leaders page on our website for more great ideas and activities!

[Learn More](#)

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

ITEM TITLE:	Draft Regular Meeting Minutes
For the Meeting of:	October 24, 2019
Submitted by:	City Clerk
Date Submitted:	October 15, 2019
Funds Required:	N/A
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, draft minutes and Letter from American Legion Auxiliary

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 following special meeting minutes as submitted if there are no corrections:
 - September 19 and September 26, 2019

- b. Wreaths of America Program
Letter from American Legion Auxiliary requesting permission to hold the seventh annual Wreaths of America Ceremony at Shiloh Cemetery on Saturday, December 14, 2019.

Action to be Taken: Approve the consent agenda.

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

**FRUITLAND PARK CITY COMMISSION
SPECIAL MEETING MINUTES DRAFT
September 19, 2019**

A special meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, September 19, 2019 at 6:30 p.m.

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

Also, Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver, City Treasurer Jeannine Racine, Police Chief Erik Luce, Fire Chief Donald Gilpin, Deputy Fire Chief Tim Yoder, Fire Department; Public Works Director Dale Bogle; Community Development Department Assistant Kelly Turner; Human Resource Director Diana Kolcun; Deputy City Clerk Stevie Taub and City Clerk Esther Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

ACTION: 6:36:47 PM. Mayor Cheshire called the meeting to order, Pastor Chuck Padgett, Trinity Assembly of God, gave the invocation, and Police Chief Luce led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:38:01 PM and 6:38:04 PM At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

After Mayor Cheshire referred to Commissioner Mobilian's request at the September 5, 2019 special meeting, **a motion was made by Vice Mayor Gunter, seconded by Commissioner DeGrave and unanimously carried, the city commission excused the absence of Commissioner Mobilian at this evening's meeting.**

3. REGULAR AGENDA

(a) Resolution 2019-052 – Summit Broadband Proposal

Ms. Geraci-Carver read into the record proposed Resolution 2019-052, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF FRUITLAND PARK, FLORIDA, APPROVING THE
SUMMIT BROADBAND SERVICE ORDER; AUTHORIZING
THE CITY MANAGER TO EXECUTE THE SERVICE ORDER;
PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:59:09 PM After discussion, **a motion was made by Vice Mayor Gunter and seconded by Commissioner DeGrave that the city commission postpone Resolution 2019-052 as previously cited to the next meeting for more information.**

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

(b) Resolution 2019-031 Fruitland Park Community Center – Flooring

Ms. Geraci-Carver read into the record proposed Resolution 2019-031, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PROPOSAL FROM CHRIS LYNCH FLOORING TO PROVIDE AND INSTALL FLOORING AT THE COMMUNITY CENTER; AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

Mr. La Venia recognized from the quotations Restoration Specialists, \$45,360; The Floor Shoppe, \$38,500, and Mastropiece LLC, \$89,695 that Chris Lynch Flooring at \$34,360.40 is the lowest responsible bidder which he is recommending and confirmed that said project is earmarked in the capital improvement budget.

ACTION: 6:59:20 PM A motion was made by Vice Mayor Gunter and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-031 as previously cited.

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

(c) Resolution 2019-049 Checking Accounts Establishment

Ms. Geraci-Carver read into the record proposed Resolution 2019-049, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR THE ESTABLISHMENT OF A BANK ACCOUNT FOR THE UTILITY ENTERPRISE FUND SEPARATE AND APART FROM THE BANK ACCOUNT FOR OTHER CITY FUNDS; DIRECTING THE CITY TREASURER TO OPEN AND UTILIZE A SEPARATE BANK ACCOUNT FOR THE UTILITY FUND; REQUIRING CITY COMMISSION APPROVAL PRIOR TO A TRANSFER FROM THE GENERAL FUND TO THE UTILITY FUND OR FROM THE UTILITY FUND TO THE GENERAL FUND; PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Gunter conveyed the request from Ms. Vickie Jackson, United Southern Bank, that she be informed when the city's designated officers authorized to sign checks on behalf of the city signers are collectively present especially at official city meetings.

ACTION: 7:02:31 PM A motion was made by Commissioner DeGrave and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2019-049 as previously cited.

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

(d) Resolution 2019-051 Intergovernmental Cooperative Agreement Contract and By Laws for PRM

Ms. Geraci-Carver read into the record proposed Resolution 2019-051, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING THE CITY MANAGER TO SERVE AS THE CITY'S REPRESENTATIVE ON THE BOARD OF DIRECTORS FOR PRM; APPOINTING THE HUMAN RESOURCES DIRECTOR TO SERVE AS THE ALTERNATE; ADOPTING PUBLIC RISK MANAGEMENT OF FLORIDA'S BYLAWS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:03:55 PM After discussion, a motion was made by Commissioner Bell and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-051 as previously cited.

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

PUBLIC HEARING

By unanimous consent, Mayor Cheshire opened the public hearings for this evening's meeting; outlined the decorum on the proceedings and took the item out of order.

(e) Resolution 2019-050 Redevelopment Agency Continued Existence

It now being the time advertised to hold a public hearing, Ms. Geraci-Carver read into the record proposed Resolution 2019-050, the substance of which is as follows and Mayor Cheshire called for the public to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY

REDEVELOPMENT AGENCY AND TRUST FUND;
PROVIDING FOR AN EFFECTIVE DATE.

Ms. Geraci-Carver reviewed the HB9, Community Redevelopment Agency, effective October 1, 2019 which was passed by the legislature; where the city is allowed to continue the existence of its CRA; otherwise, it will terminate 2039. She relayed the comments from Mr. David J. Cruz, Florida League of Cities' Deputy General Counsel, that the city could adopt a resolution extending it for an additional 30-years period as its establishing documents (Resolution 95-012, CRA Plan) did not provide a term and another 30 years can be added, September 30, 2055.

ACTION: 7:09:30 PM A motion was made by Commissioner Bell and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-050 as previously cited.

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

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

(f) Resolution 2019-047 - FY 2019-20 Adopted Millage

It now being the time advertised to hold a public hearing, Mayor Cheshire read into the record the city's preparedness to set the tentative millage rate of 3.9134 mills (a 3.08% increase over the roll back rate) the same rates as the last year, a \$83,136 increase in ad valorem roll back rate due to 10 percent increase in taxable value and an increase of \$38,518,346 assessed value due to The Villages and other development activity.

After Ms. Geraci-Carver read into the record the following title of proposed Resolution 2019-047, Mayor Cheshire called for the public to be heard.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF FRUITLAND PARK, LAKE COUNTY, FLORIDA,
ADOPTING A FINAL MILLAGE RATE OF 3.9134 LEVYING
OF AD VALOREM TAXES FOR LAKE COUNTY FOR FISCAL
YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:10:10 PM A motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that city commission adopt Resolution 2019-047 as previously cited.

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

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

(g) Resolution 2019-048 - FY 2019-20 Adopted Budget

It now being the time advertised to hold a public hearing and after Ms. Geraci-Carver read into the record the title of the following proposed Resolution 2019-048, Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:12:58 PM A motion was made by Commissioner DeGrave, seconded by Vice Mayor Gunter, the city commission adopt Resolution 2019-048 as previously cited.

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

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

END OF PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

(h) Quasi-Judicial Public Hearing – Second Reading - Ordinance 2019-003 – Rezoning – Petitioner: Leesburg Fruit Company Rufus M. Holloway, Trustee/Holloway Properties, Inc.

It now being the time advertised to hold a public hearing and after Ms. Geraci-Carver read into the record the title of the following proposed Ordinance 2019-003, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 177 + ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND EAST OF CR 468 FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD), WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL

ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on August 22, 2019.)

Ms. Geraci-Carver confirmed that revisions were made in the master development agreement as approved at the August 22, 2019 regular meeting.

Vice Mayor Gunter disclosed his ex-parte communications with Dr. Rufus Holloway when he recently visited the subject site where he conveyed his request to Dr. Holloway that he ensures that his desires in the development of the property be made in writing.

Dr. Rufus Holloway thanked the city commission for their support and voiced concurrence with Vice Mayor Gunter's comments.

By unanimous consent, Mayor Cheshire closed the public hearing.

ACTION: 7:14:12 PM A motion was made by Vice Mayor Gunter, seconded by Commissioner Bell, the city commission enact Ordinance 2019-003 as previously cited to become effective immediately as provided by law.

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

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

4. OFFICER'S REPORTS

(a) City Manager

i. Economic Development Status Update

Mr. La Venia gave an update on the following:

- Florida Medical Industries Inc. – staff has been in communications with Mr. Michael “Mike” Whiting, owner of the Thermometer Plant; has selected a contractor to begin the demolition of the structure on September 23, 2019.
- Sun Recreational Vehicle Resort Development – notification was received from Lake County on September 12, 2019 regarding a pre-submittal application for staff review and comments for a proposed Sun Recreational Vehicle Resort Development, a similar request proposed before the city commission at its June 27, 2019 regular meeting.

Mr. La Venia relayed his discussions with Messrs. Duane K. Booth, Booth, Ern, Straughan & Hoitt (engineers, surveyors and land planners retained by the city) and Greg Beliveau, LPG Urban and Regional Planners Inc., regarding the city's legal obligations to which Ms. Geraci-Carver pointed out the requirement under 180.02(3), FS on the provision of water and wastewater connection as it is in the city's utility service zone or area.

The city commission agreed with Ms. Geraci-Carver's suggestion on the importance of working with the county to revisit the 2013 Interlocal Service Boundary Agreement which was incomplete.

ACTION: 17:18:38 PM and 7:31:52 PM After much discussion and by unanimous consent, the city commission authorized staff to write a letter to Lake County opposing the Sun Recreational Vehicle Resort Development project as it is not in the highest and best use and will not be an asset of the county or the city and which can be better served with more commercial value and directed the city attorney to draft an ordinance on Utility Service Provision Outside Municipal Boundaries for consideration at the September 26, 2019 special meeting.

Additionally, the city commission requested that the city attorney contact Lake County Attorney's Office on the status of the city's Interlocal Service Boundary Agreement.

- ii. **City of Fruitland Park v. T. D. Burke**
Mr. La Venia requested that Ms. Geraci-Carver provide an update on City of Fruitland Park v. T. D. Burke.

ACTION: 7:31:52 PM No action was taken.

(b) City Attorney

- i. **Notice of Claim – James Hartson**
Ms. Geraci-Carver did not address the Notice of Claim on James Hartson at this time. .

ACTION: 7:31:52 PM No action was taken.

- ii. **City of Fruitland Park v. T. D. Burke**
Ms. Geraci-Carver reported that she is working with the process server to serve T..D. Burke with the lawsuit and addressed her plan to communicate with the attorney may accept service. (A copy of the lawsuit is filed with the supplemental papers to the minutes of this meeting.)

ACTION: 7:33:27 PM No action was taken.

iii. Code Enforcement – Foreclosure

Ms. Geraci-Carver reported that title reports for the two foreclosures -- Case Numbers: CE2019-0043: Joseph Casteel, Jr. and CE2017-0032: Jennifer Marcial (not homestead properties) -- have been ordered and will subsequently be filed.

ACTION: 7:33:52 PM No action was taken.

5. PUBLIC COMMENTS

Mr. David Serdar, City of Fruitland Park resident, voiced his support acknowledging September 20, 2019 as *World Climate Strike Day*; recognized the impending United Nations UN Climate Change Summit and the actions initiated by the Swedish teenage girl. He referred to the concept he learned from Matthew “Mat” McClain, from District 12 Senator Dennis Baxley’s office on *Get Rid of Plastic Bags at Point-of-Sale, Beverage Container Deposit Law (20 to 25 cents), Cigarette Butts Becoming Litter and Carrying Litter Bags*.

ACTION: 7:34:18 PM No action was taken.

6. COMMISSIONERS’ COMMENTS

(a) Commissioner Mobilian

Commissioner Mobilian was absent at this time.

ACTION: 7:37:52 PM No action was taken.

(b) Commissioner DeGrave – Future Resolutions Budgetary Line Items

With reference agenda item 3.(b), Resolution 2019-031 adopted earlier on this evening’s agenda, Commissioner DeGrave requested that staff identify in future proposed resolutions for consideration before the city commission, reflect the expense as a line item in the approved budget.

ACTION: 7:37:52 PM. No action was taken; however, the city attorney agreed to the request.

(c) Commissioner Bell – Village Institute of Plastic Surgery Grand Opening

Commissioner Bell acknowledged the staff and his attendance at The Village Institute of Plastic Surgery’s Grand Opening Ribbon Cutting event held earlier this day.

ACTION: 7:40:22 PM No action was taken.

(d) Vice Mayor Gunter

Vice Mayor Gunter had no comments at this time.

ACTION: 7:41:46 PM No action was taken.

7. MAYOR'S COMMENTS – Dates to Remember

Mayor Cheshire reviewed the following events:

- September 20, 2019 Metropolitan Planning Organization (MPO) Workshop (LRTP, LOPP, and CMP to the TMS Database);
- September 26, 2019 City Commission and Planning and Zoning Board Joint Workshop at 6:00 p.m.;
- September 26, 2019 City Commission Special Meeting (immediately following the joint workshop);
- October 2, 2019 Sponsor's Night, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 6:00 p.m.;
- October 7, 2019 Lake County Tourist Development Council (TDC) (regular meeting and first capital funding meeting) TBD at 3:00 p.m.;
- October 9, 2019 Lake County Legislative Delegation public hearing, Lake-Sumter State College (LSSC) Leesburg Campus, 9501 US Hwy 441, Leesburg, Florida 34788 at 6:00 p.m.;
- October 10, 2019, City Commission Meeting Regular at 6:00 p.m.;
- October 11, 2019 Four-Hour Ethics Training, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 9:00 a.m.;
- October 16, 2019 *Impact Lake Gas Tax Session*, Clermont (Community) City Center, 620 W Montrose Street, Clermont, Florida 34711 at 12:00 p.m. to which Mr. La Venia referred to the September 6, 2019 letter on the five cents gas tax local option, a copy of which is filed with the supplemental papers to the minutes of this meeting;
- October 21, 2019 TDC (second capital funding meeting if needed) TBD at 3:00 p.m.;
- October 23, 2019 MPO Governing Board, 225 W. Guava Street, Lady Lake, Florida 32159 at 2:00 p.m.;
- October 24, 2019, City Commission Meeting Regular at 6:00 p.m., and
- October 26, 2019, Trick or Trot 5k, Fruitland Park Elementary School, 304 W Fountain Street, Fruitland Park, FL 34731 at 8:00 a.m.;

ACTION: 7:41:50 PM No action was taken.

8. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 7:45 p.m.

The minutes were approved at the October 24, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION
SPECIAL MEETING MINUTES DRAFT
September 26, 2019**

A special meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, September 26, 2019 after the conclusion of the Joint City Commission and Planning and Zoning Board Workshop 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; Police Chief Erik Luce; Public Works Director Dale Bogle; Community Development Director Tracy Kelley and Administrative Assistant Kelly Turner, Community Development Department; Deputy City Clerk Stevie Taub and City Clerk Esther Coulson.

1. CALL TO ORDER

ACTION: 8:32:51 PM . Mayor Cheshire called the meeting to order.

2. ROLL CALL

ACTION: 8:33:03 PM At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

By unanimous consent, Mayor Cheshire opened the public hearings.

PUBLIC HEARING

3. First Reading and Public Hearing - Ordinance 2019-013 Utility Service Provision Outside Municipal Boundaries

After Ms. Geraci-Carver read into the record proposed Ordinance 2019-013, 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, AMENDING SECTION 50.04 IN CHAPTER 50 OF THE CODE OF ORDINANCES TO REQUIRE COUNTY PROPERTY OWNERS TO EXECUTE VOLUNTARY ANNEXATION PETITIONS IN RETURN FOR CITY UTILITIES AS ALLOWED BY LAW; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on October 10, 2019.)

Later in the meeting and in response to several inquiries on the subject proposed ordinance posed by Mr. Carl Yauk, The Villages of Fruitland Park (Pine Hills) resident, Ms. Geraci-Carver described the statutory requirements, the public hearing process and the city commission's ultimate policy decision and Mr. La Venia noted the ability to conduct fire rescue services on proposed developments subject to the same fire assessment for entire city.

By unanimous consent, Mayor Cheshire closed the public hearing.

ACTION: 8:38:02 PM. After discussion, a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission approve Ordinance 2019-013 as previously cited.

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

4. OTHER BUSINESS – PUBLIC COMMENTS

Mayor Cheshire called for the public to be heard.

Mr. Yauk posed several questions on line items included in the approved FY 2019-20 budget for vests and the body cameras and requirement to wear same for the police department. He inquired about the line items earmarked in the budget for beautification and enhancement to improve the city's appearance and requested the city commission's direct action on same.

Mayor Cheshire accepted Chief Luce's request to respond to Mr. Yauk's questions regarding the police department after the conclusion of this evening's meeting.

ACTION: 8:40:17 PM No action was necessary.

5. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 8:42:10 PM.

The minutes were approved at the October 10, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor



John Gella Memorial Unit 219, Inc.
American Legion Auxiliary
194 West Fountain Street
P O Box 904
Fruitland Park, FL 34731-0904
(352) 787-2338

September 27, 2019

Mayor Chris Cheshire
506 W. Berckman Street
Fruitland Park, FL 34731

Dear Mayor Cheshire:

On behalf of John Gella Memorial Unit 219 of the American Legion Auxiliary and the whole "219 Family," I am requesting permission from the City of Fruitland Park to hold the 7th Annual Wreaths Across America ceremony at Shiloh Cemetery on Saturday, December 14, 2019. The ceremony, like hundreds of others across the nation, will be held at 12 noon.

It would also be great to have the day proclaimed as Wreaths Across America Day in Fruitland Park as has been done in past years.

Also, as in the past years, we will need the City's assistance with having bleachers brought in so that our citizens will have comfortable seating during the ceremony.

We have been pleased with this community event the last 6 years, and anticipate this year's to be just as nice. I look forward to hearing from you. If you need more information and/or need me to attend a City Commission Meeting, please contact me.

For God and Country,

Diane Rousseau
Wreaths Across America Chairman
Home #352-360-0016

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

ITEM TITLE: Resolution 2019-052 Summit Broadband Service

For the Meeting of: October 24, 2019

Submitted by: City Manager

Date Submitted: September 10, 2019

Funds Required: Yes (Fiscal Impact FY 2019-2020, \$98,952, Communications)

Attachments: Yes, Resolution 2019-052, Summit Broadband Inc.'s Master Services Agreement and Broadband Service Order

Item Description: Resolution to improve the quality of internet and telephone services utilized in the City of Fruitland Park.

Action to be Taken: Adopt Resolution 2019-052

Staff's Recommendation: Approval

Additional Comments: Postponed from the September 19, 2019 meeting.

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2019-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SUMMIT BROADBAND SERVICE ORDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SERVICE ORDER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to improve the quality of internet and telephone service utilized in the operations of the City of Fruitland Park; and

WHEREAS, Summit Broadband is able to provide the City with improved fiber optic service; and

WHEREAS, the City Commission desires to accept the service order proposed by Summit Broadband.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Summit Broadband Service Order relating to the provision of internet and telephone services a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the City Manager to execute the Service Order.

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

APPROVED this 24th day of October 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 DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (the "**Agreement**") is made _____ (the "**Effective Date**") by and between SUMMIT BROADBAND INC., a Florida corporation ("**Summit Broadband**") with offices at 4558 35th Street, Orlando, Florida, 32811, and

a _____ with offices at _____ on behalf of itself and certain of its Affiliates (the "**Customer**"). Summit Broadband and Customer are referred to collectively herein as the "**Parties**," or singularly as a "**Party**."

RECITALS

WHEREAS, Summit Broadband owns, maintains, and operates communications infrastructure, television programming delivery systems and related facilities for the distribution of cable television, Internet access, telephone, and other communications and data transmission services; and

WHEREAS, Summit Broadband and/or its affiliates are: (1) authorized by the Florida Public Service Commission ("**FPSC**") as a telecommunications provider; and (2) authorized by the U.S. Federal Communications Commission ("**FCC**") as a domestic and international Section 214 carrier.; and

WHEREAS, the Parties desire to enter into, and be bound by, this Agreement.

WHEREBY, the Parties have executed this Agreement as of the Effective Date and as though the following signatures were placed at the end of the attached **Master Terms and Conditions**.

SUMMIT:
SUMMIT BROADBAND INC.

By: _____
Authorized Signature

Print Name: _____
Title: _____
Date: _____

Notice Address:
Summit Broadband Inc.

4558 35th Street

Orlando, Florida 3281
Attention: Contract Administration
Email: contracts@summit-broadband.com

CUSTOMER:

By: _____
Authorized Signature

Print Name: _____
Title: _____
Date: _____

Notice Address:

Attention:
Email:

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following covenants, terms, and conditions:

ARTICLE 1. Services. Customer shall have the right to purchase any telecommunications services and cable television services that Summit Broadband is licensed and permitted to provide in Florida and between Florida and international locations, or any other services as may be detailed in an individual **Service Order Form** (the "**Services**") pursuant to this Agreement.

ARTICLE 2. Rates. The rates for each Service provided pursuant to this Agreement shall be specifically detailed in any attached **Service Order Forms** between the Parties (a sample of which is attached hereto as Exhibit A).

ARTICLE 3. Entire Agreement. This Agreement is subject to the attached **Master Terms and Conditions** and each **Service Order Form** which are incorporated by reference into this Agreement. This Agreement is the entire agreement between the Parties regarding each Service provided to Customer by Summit Broadband and supersedes all other agreements or understandings expressed or implied between the Parties related to each Service. In the event of any conflict between the documents comprising this Agreement, precedence shall be given to the documents in the following order: (i) this Agreement; (ii) the applicable Service Order Form(s).

MASTER TERMS AND CONDITIONS

1. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by first class mail (or its equivalent), postage prepaid, registered or certified, return receipt requested, transmitted by facsimile (with the original to immediately follow), or by hand delivery (including by means of a professional messenger service or overnight mail) to each Party at its Notice Address. Any such notice or other communication shall be deemed effective when actually received or refused. Either Party may, by similar notice given, change the Notice Address to which future notices or other communications shall be sent.
2. **Definitions.** As used in this Agreement, the capitalized terms listed in this Section 2 and derivatives thereof shall have the meanings respectively ascribed to them in this Section 2. Certain other capitalized terms shall have the meanings ascribed to them elsewhere in this Agreement or in any applicable **Service Order Form**.
 - a. “**Affiliate**” means, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under common control with that Person. As used in this definition, “control” means the possession, directly or indirectly, of the power to vote fifty percent (50%) or more of the securities (on a fully diluted basis) having ordinary power for the election of directors, managing general partners, or managing members.
 - b. “**Dollars**” or “**\$**” means U.S. Dollars as detailed on the attached **Service Order Forms**.
 - c. “**Indirect Taxes**” means any property tax, sales tax, telecommunications tax, use or excise tax, general consumption tax, value added tax, goods and services tax, gross receipts tax or similar tax imposed by any governmental or quasi-governmental authority, including charges required or permitted by governmental or quasi-governmental authorities or applicable law in support of any statutory or regulatory programs, including without limitation the Universal Service Fund charge, under the Florida Telecommunications Act or similar legislations under the laws of any national, supranational, state, provincial, or other political subdivisions or quasi-governmental authority, but shall not include any taxes by reference to net income.
 - d. “**Interest Rate**” means the lower of: (i) the highest rate permitted by law; or (ii) one and one-half percent (1.5%) per month.
 - e. “**Maintenance Window**” means 11:00 p.m. to 7:00 a.m. (Eastern Standard Time) and certain scheduled weekends, as required.
 - f. “**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other entity.
3. **Payment; Indirect Taxes.**
 - a. In consideration of the provision of each Service hereunder by Summit Broadband to Customer, Customer agrees to pay Summit Broadband the monthly fees and non-recurring fees consistent with Summit Broadband’s published rates, and specifically detailed on any individual **Service Order Forms** between the Parties pursuant to this Agreement, with respect to each Service (the “**Fees**”). The first invoice with respect to each Service will contain the Fees for the first partial calendar month of Service (or portion thereof) and the next full month of Service and any applicable non-recurring changes. Thereafter, the Fees will be invoiced monthly in advance. The Fees with respect to each Service shall be due and payable on the first business day of each month. Summit Broadband may, in its sole discretion, issue separate invoices for Fees and other charges relating to the various segments of the Service.
 - b. Until Summit Broadband requires otherwise, all payments made by Customer hereunder shall be made by company check payable to Summit Broadband or by wire transfer of immediately available funds pursuant to wire instructions provided by Summit Broadband and shall be considered paid when received by Summit Broadband. At Summit Broadband’s request, Customer shall make separate payment, as specified by Summit Broadband, for all Fees and other charges relating to particular segments of the Service provided that the total charges for all such segments do not exceed that previously agreed to end-to-end all-inclusive price.
 - c. If Customer fails to make any payment under this Agreement when due, then, in addition to such sum and without

prejudice to any other rights and remedies that Summit Broadband may have, Customer shall pay interest on such unpaid amount at the Interest Rate until such sum is paid in full and interest shall accrue both before and after judgment. Customer must bring any payment dispute to Summit Broadband's attention within thirty (30) days of invoice, providing sufficient detail and documentation to support the dispute. No interest shall accrue on any payment that is disputed in good faith by Customer while such dispute is pending. Notwithstanding the foregoing, if such dispute is later resolved in favor of Summit Broadband, such amount shall bear interest from the date when due until paid at the Interest Rate. If such dispute is resolved in favor of Customer, any and all disputed amounts paid by Customer shall be credited to Customer's account.

- d. At the execution of a **Service Order Form**, Customer shall pay to Summit Broadband the specified non-recurring installation and provisioning charges, and a security deposit, if required, which will be detailed in any individual **Service Order Form** between the Parties pursuant to this Agreement ("**Security Deposit**"). The Security Deposit will be returned at the end of the Service Term (as defined in Section 5.b. of this Agreement), provided, however, that in the event of any outstanding balances as of the cancellation date, termination date, or end of Service Term, the Security Deposit will be returned net of any outstanding balances owing.
 - e. All payments made by Customer under this Agreement shall be made without any deduction or withholding for or on account of any Indirect Tax, with Customer being solely responsible to pay all such Indirect Taxes. Summit Broadband shall be entitled to include on any invoice, and Customer shall pay, any lawfully imposed Indirect Tax. Customer shall hold Summit Broadband and its Affiliates harmless for the payment of such Indirect Taxes. If Customer makes any deduction or withholding for any Indirect Tax from any payment due Summit Broadband or if Summit Broadband is required to pay an Indirect Tax, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to Summit Broadband shall be increased so that after any such deduction or withholding for such Indirect Taxes or any additional deduction or withholding on account of any Indirect Tax caused by such additional gross amount payable or any payments of an Indirect Tax by Summit Broadband, the net amount received by Summit Broadband will not be less than what Summit Broadband would have received had no deduction or withholding been required.
 - f. Customer's obligation to pay any fees or amounts due under this Agreement shall not be subject to any rights of set-off, counterclaim, deduction, defense or other right which Customer may have against Summit Broadband or any other party.
 - g. In the event Summit Broadband is charged any pass-through costs from third parties in the provision of the Services provided hereunder, such costs will be charged to Customer in addition to taxes and fees.
4. **Delivery and Acceptance.**
- a. When Summit Broadband has determined that a Service is operating substantially in conformity with the service level contained in the applicable service level agreement (the "**Service Level Agreement**"), a copy of which is available to Customer upon request, Summit Broadband shall promptly provide Customer written notice of the same (a "**Completion Notice**"). Each Completion Notice shall set forth the date upon which Summit Broadband will commence delivery of the Service to Customer (the "**Delivery Date**"). The Delivery Date shall be scheduled at a time mutually convenient to the Parties and in any event no later than seven (7) business days after receipt of the Completion Notice.
 - b. Customer shall have three (3) business days from the Delivery Date (or any other time period as the Parties may mutually agree to in writing) to test the Service and provide Summit Broadband a written notice accepting or rejecting the Service (the "**Acceptance Period**"). If Customer determines during the Acceptance Period that the Service is not operating in conformity with the applicable specifications, Customer shall immediately notify Summit Broadband (specifying in reasonable detail the defect or failure in the Service). Any use of the Service for purposes other than testing shall constitute acceptance of the Service. If Customer fails to notify Summit Broadband of its acceptance or rejection of the Completion Notice within the Acceptance Period, Customer shall be deemed to have accepted such Service. The date of such notice of acceptance or deemed acceptance of the Service with respect to each Service shall be the "**Acceptance Date**". In the event of any good faith rejection by Customer, Summit Broadband shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or

cure such defect or failure in accordance with the applicable specifications.

- c. Notwithstanding anything to the contrary contained in this Agreement, Summit Broadband may procure any portion of a Service or infrastructure necessary to provide a Service from third parties (whether under a lease, sublease, or otherwise) and deliver the same or a portion thereof to Customer, provided however, such procurement shall not result in any additional charges to the Fees and shall not result in any material adverse impact on Customer's operation or use of the Service that would not have resulted but for Summit Broadband's use of such third parties. Summit Broadband may also substitute, change, convert, or reconfigure the communications equipment and facilities used in providing a Service as long as the quality of such Service is not impaired or diminished, provided however, such substitution, change conversion, or reconfiguration shall not result in any increase in the Fees and shall not cause Customer to incur costs to operate or the Services that it would not have incurred but for the substitution, change or reconfiguration.

5. **Term and Termination.**

- a. This Agreement shall be continuous and co-terminus with any Service Term provided in any outstanding and active **Service Order Forms** between the Parties pursuant to this Agreement (the "**Term**"). Without limiting the foregoing, if after a period of sixty (60) months from the later of: (i) the Effective Date; or (ii) the commencement of any Service Term, the Customer does not have any active Services being provided by Summit Broadband, then Summit Broadband shall have the right to terminate this Agreement upon thirty (30) days' formal written notice to Customer. Notwithstanding anything to the contrary provided in this Agreement, Customer shall have the continuing right to order any additional Services via execution of a **Service Order Form** for so as long as Customer has any active Services being provided by Summit Broadband.
- b. The Term, with respect to each Service, shall begin on the Acceptance Date and shall extend for a period of months thereafter as set forth in the applicable **Service Order Form** (the "**Service Term**"). At the expiration of each Service Term, this Agreement will automatically renew for additional one (1) year periods unless either Party has provided the other ninety (90) days' formal written notice of its desire to not allow this Agreement to automatically renew. Each such automatic renewal period shall be subject to the terms and conditions herein, with the Fees increased by ten percent (10%) for each automatic renewal period. Upon final written notice of termination of Service, Customer's right to use such Service shall immediately cease.
- c. Subject to the following, Customer may terminate a Service prior to the end of the applicable Service Term. In the event Customer terminates a Service prior to the end of its Service Term, Customer shall pay all outstanding balances plus a "**Termination Fee**" equal to one-hundred percent (100%) of the total of the remaining Fees through the end of the Service Term (a lump sum amount). In the event Customer terminates a Service prior to the end of the applicable Service Term due to a material breach of this Agreement by Summit Broadband, the Termination Fee shall not apply. Notwithstanding the foregoing, no Termination Fee shall apply in the event Customer and Summit Broadband mutually agree to replace or migrate from one Service to another.
- d. Upon the expiration of this Agreement, Summit Broadband shall owe Customer no further duties, obligations, or consideration. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration.

6. **Access Interconnection.**

- a. Customer shall grant Summit Broadband access, twenty-four (24) hours per day, seven (7) days per week, to and use of Customer's facilities to the extent reasonably necessary for the installation, connection, removal, and maintenance of equipment, facilities, and systems relating to a Service. Customer represents that it has obtained, or will obtain on a timely basis, all permissions and consents from third parties necessary to allow Summit Broadband such access, including permission to cross real property to access Customer's facilities. In the event that Customer fails to meet its obligations regarding access to, and use of Customer's facilities hereunder and, as a result, Summit Broadband is unable to install or continue the delivery of a Service, and such failure is not cured within ten (10) business days after notice of such failure, then such event shall be treated as a termination of the applicable Service by Customer pursuant to Section 5.c. of this Agreement, as applicable. Summit Broadband shall be responsible for any and all damages caused by it or its agents in connection with its installation, maintenance, and repair of facilities and/or Services under this Agreement.

- b. Summit Broadband, or its designated third-party suppliers and agents, shall, at Customer's request, interconnect Customer's communications system with the Service at all required terminating locations, whether in the Florida or U.S., within Summit Broadband's facilities or structures along the applicable route as designated in the applicable **Service Order Form**, provided that the Parties first agree on interconnection procedures. Summit Broadband shall perform all such work and Customer shall pay Summit Broadband the fees for such work as set forth in Summit Broadband's published rates, and more specifically described in the applicable individual **Service Order Form**, on the first business day of each month. If Customer requests Summit Broadband to perform services not contemplated in the applicable **Service Order Form**, and Summit Broadband agrees to perform such work, Customer shall pay Summit Broadband in full the fees for such work.

7. **Maintenance and Repair.**

- a. In the event Summit Broadband determines it necessary to interrupt a Service to perform scheduled maintenance, Summit Broadband shall (i) use commercially reasonable efforts to notify Customer at least forty-eight (48) hours prior to the interruption and (ii) upon Customer's request, provide the relevant information on its method of procedure, including when the interruption will occur, the anticipated length of the interruption, and a general description of the work to be performed.
 - b. In the event Summit Broadband must perform scheduled maintenance during a Maintenance Window on a protected Service and Summit Broadband determines that it is not necessary to interrupt such Service (as described in Section 7.a. above) to perform such scheduled maintenance during a Maintenance Window, then prior to commencing any scheduled maintenance that in Summit Broadband's reasonable judgment will cause a break in transmission on any segment of the protected circuit, Summit Broadband will cause Customer's telecommunications traffic to be switched to other segments of the circuit. In the event any segment of the protected circuit is cut or damaged with the result that there is a break in transmission of Customer's telecommunications traffic on that segment, then Summit Broadband agrees that it will not commence any scheduled maintenance on the other segments comprising such circuit which would result in a break in transmission on the circuit unless Summit Broadband determines that continued performance of such scheduled maintenance is required to maintain the integrity of its system. Subject to availability and subject to amendment of this Agreement, Summit Broadband may provide an additional Service requested by Customer to provide redundancy, subject to the Fees, terms and conditions, and provisioning lead-time applicable to such additional Service. Summit Broadband shall not be obligated to provide such additional Service or to pay any portion of the Fees for such additional Service as a condition precedent to performing maintenance with respect to any other Service which Customer has purchased under this Agreement. In no event, shall interruption for maintenance constitute a failure of performance by Summit Broadband of a Service in any manner.
8. **Use of a Service.** Customer represents, warrants, and covenants that during the Term and/or each Service Term (a) it shall use each Service in compliance with and subject to all applicable government codes, ordinances, laws, rules, and regulations and will require its customers to do the same, (b) it shall secure, prior to the Acceptance Date with respect to each Service, and maintain in full force and effect during the applicable Service Term, any and all necessary approvals, consents, rights-of-way, permits, franchises, licenses, or similar approvals from all governmental and other authorities which are necessary or required to be obtained by Customer for the use and operation of each Service by Customer, and (c) it shall not use its systems or any Service in a way that interferes in any way with or adversely affects the use of the fiber system or any communications and/or data services thereon.

Summit Broadband has in place a policy regarding Toll Fraud. In addition to the terms and conditions herein, the Customer's use of the Service(s) shall be subject to such Toll Fraud policy, which can be found at www.summit-broadband.com.

9. **Indemnification.**

- a. Each Party hereby agrees to indemnify, defend, protect and hold harmless the other Party, its employees, agents, officers, and directors (the "**Indemnified Persons**"), from and against, and assumes liability for all suits, actions, damages, or claims of any character brought against the Indemnified Persons because of any personal injuries or property damage received or sustained by any persons or property which in whole or in part arise on account of the

negligent acts or omissions or willful misconduct of the indemnifying Party in the performance of or related to the Indemnifying Party's duties or obligations under this Agreement.

- b. Notwithstanding the termination of this Agreement for any reason, the provisions in this Section 9 shall survive such termination or expiration.

10. **Limitation of Liability; Disclaimer of Warranties.**

- a. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES, OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT, EACH SERVICE ORDER FORM, OR OTHERWISE RELATED TO THIS AGREEMENT.
- b. SUMMIT BROADBAND MAKES NO WARRANTY, REPRESENTATION, OR INDEMNITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF ANY SERVICE, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- c. The Parties expressly agree that no claim for losses or damages whatsoever in connection with this Agreement, including indemnification under the provisions of Section 9, shall be made more than two (2) years after the date that the event giving rise to such claim is known or reasonably should have been known to the Party making such claim.
- d. Notwithstanding the foregoing provisions of this Section 10, to the extent Summit Broadband is required under the terms and provisions of any easement, right-of-way, lease, indefeasible right of use agreement or other agreement relating to the provisioning of any Service hereunder ("**Use Agreement**"), to indemnify the grantor or provider thereof from and against any and all claims, demands, suits, judgments, liabilities, losses, or expenses arising out of or related to such Use Agreements, regardless of the cause, Customer hereby releases, and waives any claims against such grantor or provider from the same.

11. **Insurance.** Upon the arrival of Customer equipment at Summit Broadband's offices (if applicable) which Customer equipment is designated to be placed in a Summit Broadband rack and continuing throughout the Term, each Party shall, unless mutually agreed to the contrary in an amendment to this Agreement, procure and maintain in force the following types and limits of insurance coverage: (a) workers' compensation as required by applicable law; which includes employer's liability with minimum limits of One Million Dollars (\$1,000,000.00); (b) general liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and (c) automobile liability with minimum limits of One Million Dollars (\$1,000,000.00). Such required insurance shall be obtained through insurers reasonably acceptable to the other Party and licensed to conduct business in the jurisdiction. Each Party shall obtain from the insurance companies providing the coverage required by this Agreement, the permission of such insurers to allow such Party to waive all rights of subrogation and each Party does hereby waive all such subrogation rights.

12. **Confidentiality.**

- a. This Agreement, any data transmitted by Customer using the Services and all documents, data, information, maps and other materials, which are disclosed by one Party to the other Party in fulfilling the provisions and intent of this Agreement, are and shall be confidential (the "**Confidential Information**"). Neither Party shall divulge or otherwise disclose the Confidential Information to any third party without the prior written consent of the other Party, except that either Party may make disclosure on a need-to-know basis to (i) those employees required for the implementation or performance of this Agreement, (ii) its contractors on a need-to-know basis as required for the implementation or performance of this Agreement, provided that such contractors have signed a confidentiality agreement similar to this Section 12, and (iii) to its Affiliates, lenders and representatives who have been advised of the provisions of this Section 12 and who have signed a confidentiality agreement similar to this Section 12. In

addition, either Party makes disclosure as required by law or in the performance of a Party's obligations (or those of its Affiliates) as a public company. If either Party is required by law or similar process to disclose any Confidential Information, it will provide the other Party with prompt prior written notice of such request or requirement so that such Party may seek an appropriate protective order and/or waive compliance with this Section 12. The Party whose consent to disclose information is requested shall respond to such request, in writing, within five (5) working days of the request by either authorizing the disclosure or advising of its election to seek a protective order, or if such Party fails to respond within the prescribed period the disclosure shall be deemed approved.

- b. Upon termination of this Agreement for any reason or upon request of a Party, each Party shall return all Confidential Information, together with any copies of the same, to the other Party within thirty (30) days.
- c. Nothing herein shall be construed as granting any right or license under any copyrights, trademarks, service marks, trade names, inventions, or patents now or hereafter owned or controlled by either Party.
- d. Customer shall not, without first obtaining Summit Broadband's written consent, use any trademark, service mark, or trade name of Company or refer to the subject matter of this Agreement or Summit Broadband in any promotional activity or otherwise, nor disclose to others any specific information about the subject matter of this Agreement. Customer shall not issue publication or press releases relating directly or indirectly to this Agreement without Summit Broadband's express written consent.
- e. The provisions of this Section 12 shall survive expiration or other termination or expiration of this Agreement.

13. **Default.**

- a. A default shall occur under this Agreement if: (a) in the case of a failure to pay any amount when due under this Agreement, Customer fails to pay such amount within ten (10) days after notice specifying such breach; or (b) in the case of any other material breach of this Agreement, a Party fails to cure such breach within thirty (30) days after notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as such Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion (a material breach of an individual **Service Order Form** by Summit Broadband shall not be considered a material breach of this Agreement and shall not affect any other **Service Order Form**); or (c) either of the following occur (i) a Party makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, or an involuntary petition in bankruptcy or other insolvency protection is filed against either Party and not dismissed within one-hundred eighty (180) days thereafter.
- b. In the event of any default hereunder, the non-defaulting Party may avail itself of one or more the following remedies: (a) take such actions as it determines, in its sole discretion, necessary to correct the default; (b) terminate this Agreement and/or the applicable Service; and/or (c) pursue any legal remedies it may have under applicable law or principles of equity, including specific performance. Without limiting the foregoing, if the default consists of a failure of Customer to pay to Summit Broadband any Fees or expense due under any attached **Service Order Form**, Summit Broadband may, in addition to all other remedies, terminate or suspend any and all of its obligations in respect of such **Service Order Form** under this Agreement, and apply any and all amounts previously paid by Customer hereunder toward the payment of any other amounts then or thereafter payable by Customer hereunder.

14. **Force Majeure.** Notwithstanding any other provision of this Agreement, the Parties will not be deemed in default for the delay in performance of, or failure to perform, in whole or in part, its obligations due, directly or indirectly, to events that constitute "impossibility of performance" under Florida law, including without limitation: acts of God, strike or labor disturbance; war or act of war; insurrection, riot, or other civil disturbance; cable cut, failure of common carrier or "carrier's carrier," or interruption of power; sabotage or act of public enemy; action or inaction of any governmental authority including condemnation; fire; earthquake, tornado, hurricane, flood, or other severe weather condition; and other unavoidable casualty (collectively, "**Force Majeure**"). Such Party's performance of such obligation or obligations shall be excused and extended for and during the entire duration of any such Force Majeure. Failure to pay any amount due shall not be considered a Force Majeure event. The Party claiming relief under this Section 14 shall notify the other in writing of the existence of the Force Majeure event relied on and the cessation or termination of said

Force Majeure event, and the Party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay.

THE INTERRUPTION OR FORCED CESSATION OF SERVICE IN TOTAL OR IN PART DUE TO THE ACTIONS OF REGULATOR OR LICENSING AUTHORITY, OR AN ORDER OF A COURT OR OTHER LEGAL AUTHORITY HAVING LEGAL JURISDICTIONAL AUTHORITY OVER SUMMIT BROADBAND, CUSTOMER OR CUSTOMER'S CUSTOMERS, SHALL BE CONSIDERED A FORCE MAJEURE EVENT FOR THE PURPOSE OF TERMINATION AND/OR DEFAULT OF THIS AGREEMENT, WITHOUT RESPECT TO THE INTERPRETATION OR INTENT OF THE DEFINITIONS OF SECTION 5 A., B., OR C. ABOVE. IN THE EVENT OF A FORCE MAJEURE AS DEFINED IN THIS SECTION 14, ALL OUTSTANDING BALANCES ACCRUED AND OWED TO SUMMIT BROADBAND BY THE CUSTOMER THROUGH THE DATE OF THE FORCE MAJEURE EVENT SHALL BE SETTLED UNDER THE NORMAL PAYMENT CONDITIONS AS OUTLINED IN SECTION 3 OF THIS AGREEMENT AND ANY FAILURE TO SETTLE ANY AMOUNTS DUE WITHIN THE SAID TIME FRAME DESCRIBED, SHALL BRING ABOUT THE SAME DEFAULT REMEDIES AVAILABLE TO SUMMIT BROADBAND AS OUTLINED IN SECTION 13B OF THIS AGREEMENT.

15. **Assignment and Transfer Restrictions.**

- a. Except as provided in Section 15.b., neither Party shall transfer or assign all or any part of its interest under this Agreement, or delegate any duties, burdens, or obligations arising hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed. A transfer or assignment in violation of this Section 15 shall constitute a material breach of this Agreement and shall be null and void from its inception.
- b. Either Party may assign this Agreement in whole or in part to a Permitted Assignee upon prior written notice to the other Party. "**Permitted Assignee**" shall mean (a) any Affiliate, (b) any Person that purchases all or substantially all of the assets of the assignor, or any other Person formed by or surviving the merger or consolidation of the assignor and any other Person or (c) any institutional leader to whom this Agreement is assigned as collateral security for any indebtedness of the assignor or any Affiliate of the assignor, provided that such collateral assignment is subject to the terms of this Agreement.
- c. Nothing contained in this Agreement shall preclude Customer from leasing or providing any capacity or other services derived from a Service to third parties without obtaining Summit Broadband's consent, provided that any use of such Services shall be subject to the terms and conditions of this Agreement. Customer agrees to indemnify, defend and hold harmless Summit Broadband, its Affiliates, and their employees, agents, officers, and directors, from and against and assumes liability for all suits, actions, damages, or claims of any nature arising out of or resulting from a contractual or other relationship between Customer and any such third parties as it relates to this Agreement or the use of a Service.

16. **Representations.** Each Party represents and warrants to the other that: (a) the representing Party has full rights and authority to enter into this Agreement and that by entering into this Agreement, the representing Party is not in violation of its charter or bylaws, or any law, regulation, or agreement by which it is bound or to which it is subject; (b) the execution, delivery, and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, that the signatories for such Party hereto are authorized to sign this Agreement; (c) the representing Party is a business entity duly organized and validly existing and in good standing under the laws of its jurisdiction or organization; and (d) there are no actions, suits or proceedings pending or threatened against the representing Party before any court or administrative agency that would materially impair such Party's performance under this Agreement.

17. **Miscellaneous.**

- a. **Waiver.** The failure of either Party to enforce any of the provisions of this Agreement or any applicable **Service Order Form**, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Florida, irrespective of principles of conflicts of law.
- c. **Rules of Construction.** The captions or headings of this Agreement are strictly for convenience and shall not be

considered in interpreting this Agreement or as simplifying or limiting any of its content. Words in this Agreement, which import the singular connotation, shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires. Except as set forth to the contrary herein, a Party's right or remedy shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not. This Agreement has been fully negotiated by the Parties. This Agreement does not provide and is not intended to provide any third parties, other than certain Affiliates of the Parties, with any remedy, claim, reimbursement, cause of action, or any other right. All actions, activities, consents, approvals, and other undertakings of the Parties shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein.

- d. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. This Agreement may only be modified or supplemented by an instrument in writing executed by authorized representatives of each Party and specifically stating that the Parties intend to modify or supplement this Agreement.
- e. No Personal Liability. Each action or claim against a Party arising under or relating to this Agreement shall be made only against such Party as a business entity, and any liability relating thereto shall be enforceable only against the business entity assets of such Party.
- f. Severability. If any term, covenant, or condition contained in this Agreement is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- h. Title to Equipment Infrastructure. This Agreement shall not in any way convey title or any interest in the infrastructure, systems, equipment, facilities or other property of Summit Broadband (or its Affiliates) utilized in connection with the provision of any Service.
- i. Expenses. All costs and expenses, including without limitation fees and disbursements of counsel, financial advisors and accountants, and stamp and capital duties and taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.
- j. Performance. Customer expressly agrees and acknowledges that, notwithstanding that Summit Broadband shall be liable for all of the obligations ascribed to it under this Agreement; any Affiliate of Summit Broadband may perform such obligations.
- k. Subject to Laws. This Agreement is subject to, and Customer agrees to comply with, the laws of Florida as well as all applicable federal, state, and local laws, and regulations, rulings, and orders of governmental agencies. The Parties also agree to comply with applicable provisions of Summit Broadband tariffs, if any, and to take all steps necessary to obtain and continue in effect any required certification, permit, license, approval, or authorization of the FPSC and any other governmental body as necessary. In the event that Summit Broadband cannot obtain all necessary federal, state, local, or other governmental authority to provide Services, Summit Broadband shall promptly give written notice thereof to Customer and such notice shall constitute termination of the applicable Service without liability of either Party.
- l. Invalidity. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- m. Agents. The relationship between Summit Broadband and Customer shall not be that of partners, agents, or joint

ventures for one another, and nothing contained in this agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to, federal income tax purposes. The Parties, in performing any of their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

[remainder of page intentionally left blank]



Summit Broadband - Service Order

Customer Account Name City of Fruitland Park		Customer PO	Summit Broadband Sales Representative Kim Bowersox		
Customer Telephone 352-253-6180	Summit Broadband Customer Reference Number		Renewal <input type="checkbox"/>	Change <input type="checkbox"/>	New <input checked="" type="checkbox"/>

I. Customer Information				
Customer Contact Gary LaVenía, City Manager		Address 506 W Berckman Street		
Telephone 352-360-6727	Email glavenia@fruitlandpark.org	City Fruitland Park	State FL	Zip 34731

II. Billing Information				
Legal Name City of Fruitland Park # 59-6031169		Billing Address 506 W Berckman St		
Billing Contact Accounts Payable		City, State, Zip Code, Country Fruitland Park, FL 34731		
Telephone Number 352-253-6180		E-mail		

III. General Order Information					
Customer Requested Due Date 10/31/19	Service Type Hosted Voice, Internet, and IPTV	Port Type/ Speed varies	Quantity	Term (months) 60	Expedite (Y/N) No

IV. Pricing Information									
M R C		Quantity	MRC	Total MRC	N R C		Quantity	NRC	Total NRC
	200 x 200 mb DIA	1	\$1,000.00	\$1,000.00		Polycom 411 handset w/Power Supply	42	\$270.00	\$11,340.00
	/29 IP Block	1	\$50.00	\$50.00		Polycom Soundstation 5000 with Power Supply	1	\$610.00	\$610.00
	100 x 40 mb fiber internet	4	\$160.00	\$640.00					
	50 x 10 Mb Fiber Internet	2	\$75.00	\$150.00					
	Pool Wi-Fi – 3 outdoor AP's	1	\$300.00	\$300.00					
	/30 IP Block	6	\$20.00	\$120.00					
	Hosted Voice Seats	42	\$25.00	\$1050.00					
	Hosted Voice Conference Seat	1	\$12.99	\$12.99					
	POTS line for alarm	1	\$30.00	\$30.00					
	IPTV Service	15	\$20.00	\$300.00					
	Block of 20 DID's	1	\$10.00	\$10.00					
Total MRC				\$3662.99	Total NRC				\$11,950.00

V. Circuit Information						
L O C A T I O N A	Site (Company) Name City of Fruitland Park				Site (Company) Name (Transport only)	
	Address 506 W Berckman St				Address	
	City, State, Zip Code, Country Fruitland Park, FL 34731				City, State, Zip Code, Country	
	Floor	Suite	NPA	NXX	CFA (provided by) SBB	
	Cage	Equipment Demarc		Other		
	Cust. Site Contact Name Dale Bogle		Cust. Site Contact Phone dbogle@fruitlandpark.org		Cust. Site Contact Cell 352-308-5579	
L O C A T I O N Z						
	Floor	Suite	NPA	NXX	CFA (provided by) SBB	
	Cage	Equipment Demarc		Other		
	Cust. Site Contact Name		Cust. Site Contact Phone		Cust. Site Contact Cell	

Customer Signature

 Summit Broadband Representative (Print)

 City Manager

 Title

 Title

Date

 Date



Summit Broadband - Service Order

Notes:

- A. On the annual anniversaries of the Effective Date Summit shall have the right to increase the MRC by the amount of any increases in carriage costs incurred by Summit in delivering the Services.
- B. Customer is responsible for providing duct space from property boundary to telecommunications equipment room;
- C. Special Provisioning Instructions, Remarks, Sales Engineer's Notes and Description of Incidental/ Expedite/ Other Charges.. *Attach in Schedule if Applicable.* Is Schedule Attached? Yes No
- D. Customer to supply 120 V AC UPS backed dedicated power at all equipment room locations; and
- E. Customer to supply, at a minimum, 2' X 4' wall space , or rack space in each equipment room to accommodate Summit Broadband's equipment.

VI. Terms and Conditions

1. This Service Order is subject to the terms and conditions of the Services Agreement or other master services agreement (as applicable, the "MSA") between Customer and Summit Broadband Inc. ("Summit"). In the event that Customer and Summit are not bound by an MSA with terms and conditions for the Services ordered herein, Summit's current standard services agreement terms and conditions apply.
2. Upon expiration of the Term, this Service Order shall automatically renew on a month-to-month basis at then current rates until such time as Summit or Customer provides written notice no more than 30 days' prior to the end of the then current term.
3. Any third party provider terms and conditions involved with this Service Order are that of the third party provider. Any information desired by Customer must be requested in writing.
4. This Service Order is subject to the terms and conditions of the Services Agreement or other master services agreement (as applicable, the "MSA") between Customer and Summit Broadband Inc. ("Summit"). In the event that Customer and Summit are not bound by an MSA with terms and conditions for the Services ordered herein, Summit's current standard services agreement terms and conditions apply.
5. Upon expiration of the Term, this Service Order shall automatically renew on a year-to-year basis at then current rates until such time as Summit or Customer provides written notice no more than 30 days' prior to the end of the then current term.

Schedule A

SECTION IV. Pricing Information (cont.)

C. Special Provisioning Instructions, Remarks, Sales Engineer's Notes and Description of Incidental/ Expedite/ Other Charges

Please set up parent- child billing per service address, with all services being billed on a single invoice
Pool WiFi system includes 3 outdoor Access Points. If Additional Access Points are needed they can be added for \$60 a month. COFP has agreed to pay for and provide the necessary wiring and outdoor rated electrical outlets for each of the Access Point locations.
Customer has provided a certificate of exemption, please make sure to enter this into billing
Polycom Handsets at all locations will be powered by an AC Adapter.
Please install the following internet services at the addresses listed below:
Each TV location will receive an Amino settop box and will need an Ethernet handoff to receive our IPTV service. Ethernet handoff to be provided by COFP.
Customer sites will be installed on our redundant DWDM service.
All services will be installed to the Dmarc location in each building. All interior wiring is the responsibility of COFP.

Summit Broadband will provide fiber to the following buildings:

- City Hall & Police - 506A W Berckman - Fiber Build - Voice, Internet, and Video
- New Fire Department (due 2nd QTR 2020) - 506B W Berckman - Fiber pull through the city's conduit system - Voice, Internet & Video
- Pump House/ Well #7 - 201A W Berckman - Fiber Build - Internet, Video and Voice
- New Sewer & Water - 201B W Berckman - Fiber Build - Voice, Internet & Video
- Pool - 201C W Berckman - Fiber Build - Voice, Internet and Wi-Fi
- Public Works - 202 W Berckman - Fiber Build - Voice, Internet, and TV
- Dales New Office (to eventually replace 202 W Berckman in 3Q 2020) - 3000 Spring Lake Road - Voice, Internet and TV

Polycom 411 Handset Locations:

	<u>Qty</u>
New Fire Department - 506 W Berckman	2
City Hall and Police - 506 W Berckman	23
Park Pump House - 201A W Berckman	3
Old Recreation - New Sewer & Water - 201B W Berckman	2
Pool - 201C W Berckman	2
Fruitland Park Public Works - 202 W Berckman	3
New Community Center - 205 W Berckman	7
	<hr/>
Total # of handsets	42
Conference Phone - 506 W Berckman	1

TV Locations:

	<u>Qty</u>
City Hall - 506A W Berckman	3
Police Department - 506A W Berckman	3
New Community Recreation Center (Old Library) - 205 W Berckman	3
New Library	2
New Water & Sewer (Old Rec Building) 201B W Berckman	1
Public Works - 202 W Berckman	2
Well # 7 - 201A W Berckman Street	1
	<hr/>
Total # of TV's	15

Wi-Fi Locations for Pool and Outdoor Recreation Center

This proposal includes 3 outdoor Wi-Fi Access Points for the pool and recreation area at 201C W Berckman. Below are the approximate locations, final locations will be determined upon site survey.

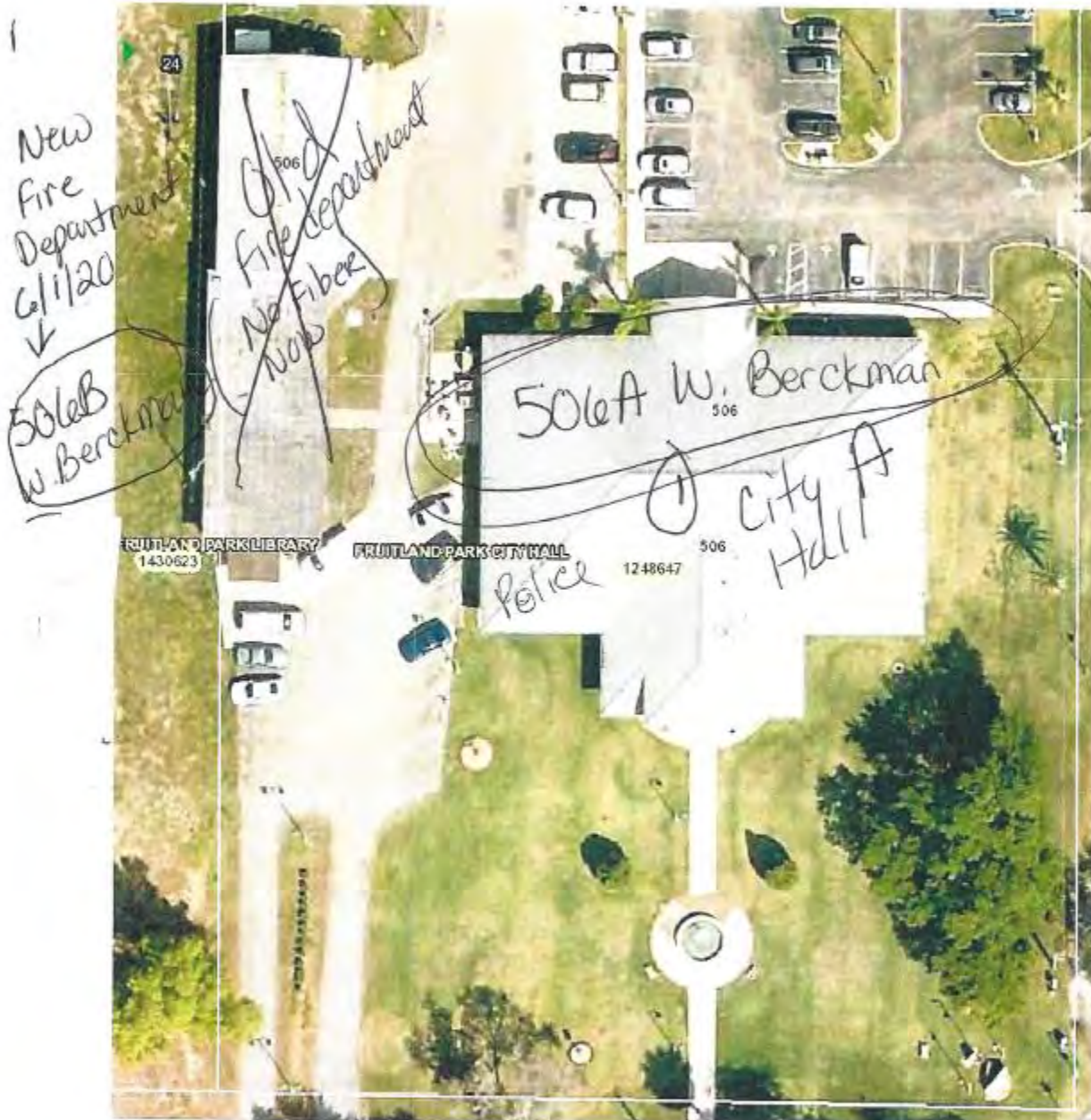


Internet Locations

Dedicated Fiber Internet 200 x 200 Mbps <i>City Hall & Police -506A W Berckman</i>	1
IP Addresses (Block of 5)	1
Fiber Internet 100 x 40 Mbps <i>New Fire Department - 506B W Berckman</i>	1
IP Address (1 per circuit)	1
Fiber Internet 50 x 10 Mbps <i>Pump House - 201A W Berckman</i>	1
IP Address (1 per circuit)	1
Fiber Internet 50 x 10 Mbps <i>New Sewer & Water - 201B W Berckman</i>	1
IP Address (1 per circuit)	1
Fiber Internet 100 x 40 Mbps <i>Pool - 201C W Berckman</i>	1
IP Address (1 per circuit)	1
Fiber Internet 100 x 40 Mbps <i>New Community Rec Center - 205 W Berckman</i>	1
IP Address (1 per circuit)	1
Fiber Internet 100 x 40 Mbps <i>Public Works - 202 W Berckman</i>	1
IP Address (1 per circuit)	1



Public Works
202 W Berckman



CITY HALL, POLICE, FIRE
506 W BERCKMAN



Pool, Well #7, Sewer & Water Office
201 W BERGLMAN



NEW COMMUNITY CENTER
205 W BERDEMAN

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

ITEM TITLE: Resolution 2019-054 Software (Citizen's Engagement Portal) Proposal

For the Meeting of: October 24, 2019

Submitted by: City Attorney/City Manager/Community Development Department

Date Submitted: October 18, 2019

Funds Required: Yes. (Fiscal Impact FY 2019-20 - \$15,000, Contractual Services)

Attachments: Yes. Proposed Resolution 2019-054, Central Square Technologies Add-on Quote, revised addendum No. 1, adopted Resolution 2019-044, and CRW's Software Maintenance and Support Agreement.

Item Description: Resolution 2019-044 was adopted at the September 5, 2019 Special City Commission meeting with Addendum No.1; however, Section A. was not included to the agreement with Superior LLC.

Action to be Taken: Adopt Resolution 2019-054.

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2019-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROPOSAL FROM CENTRALSQUARE TECHNOLOGIES IN THE AMOUNT OF \$12,160.00 AND ADDENDUM NO. 1 TO SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT DATED NOVEMBER 4, 2014; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park has an existing with CentralSquare Technologies for its building department software and desires to add an additional component that will allow for contractors to upload plans for City review, schedule inspections, and otherwise better serve the contractor community; and

WHEREAS, CentralSquare Technologies will provide cloud hosting for the “Citizen Engagement SaaS” portion of the Trak-it system used by the building department, as well as provide installation services and training via the internet; and

WHEREAS, it is necessary to amend the agreement to include language concerning public records; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it serves a municipal purpose and will be a benefit to the City to obtain the services provided for in the proposal.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The CentralSquare proposal in the amount of \$12,160.00, **a copy of which is attached hereto**, and Addendum No. 1 is approved.

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

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

PASSED AND RESOLVED this _____ day of _____, 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

Superion, a CentralSquare Company

Add-On Quote

Quote Prepared For:

Tracy Kelley, Building Dept Manager
 City of Fruitland Park
 506 W. Beckman Street
 FRUITLAND PARK, FL, 34731
 (352) 360-6655

Date: 08/15/19

Quote Number: Q-00012746 Valid Until:
10/25/19

Quote Prepared By:

Keegan Wetzel, Associate Account Manager
 CentralSquare Technologies
 1000 Business Center Drive
 Lake Mary, FL 32746
 Phone: +14073043058 Fax:
keegan.wetzel@centralsquare.com

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Keegan Wetzel with any questions.

Cloud/Hosted Fees

Product Name	Quantity	Amount
Citizen Engagement SaaS	1	7,500.00
Total		7,500.00

Professional Services Installation & Configuration

Product Name	Amount
Internet Installation	2,100.00
Total	2,100.00

Training

Product Name	Amount
Internet Training	1,280.00
Total	1,280.00

Project Management

Product Name	Amount
Internet Project Management	1,280.00

Total	<u><u>1,280.00</u></u>
Total Professional Services	<u><u>4,660.00</u></u>

Summary

Product/Service	Amount
Cloud/Hosted Annual Access Fees	7,500.00
Professional Services	4,660.00
Subtotal	<u><u>12,160.00</u></u> USD
Total	<u><u>12,160.00</u></u> USD

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:

This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

Travel expenses shall be governed by the CentralSquare Travel Policy.

Preprinted conditions and any terms stated on purchase orders or other documents submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by both parties.

If applicable, Third party hardware/software maintenance and any applicable warranty provisions will be provided by the third party manufacturer(s). The return and refund policy of each individual third party hardware/software supplier shall apply. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes if they occur prior to execution.

Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

Comments:

The city is interested in adding our Citizen Engagement Portal. This quote has been prepared in response to the city's request. The city will need to update to version 18.3 in order to take advantage of this module.


Tracy Kelley, Building Dept Manager
City of Fruitland Park

Authorized Signature: _____



Date: September 5, 2019

Printed Name: _____

 Chris Chopine

Additional Information Section

Product Notes:

**ADDENDUM NO. 1 TO AGREEMENT BETWEEN CITY OF FRUITLAND PARK,
FLORIDA AND SUPERION, LLC
FORMERLY CRW SYSTEMS, INC.**

THIS ADDENDUM (the “Addendum”) is made and entered into this 5th day of September, 2019, by and between the CITY OF FRUITLAND PARK (the “CITY”), whose address is 506 W. Berckman Street, Fruitland Park, FL 34731, and SUPERION, LLC, a foreign limited liability company, whose address is 1000 Business Center Drive, Lake Mary, FL 32746 (the “CONTRACTOR”) adds the following terms to the Software Maintenance and Support Agreement dated November 4, 2019 between the City of Fruitland Park and Superion, LLC, formerly CRW Systems, Inc.:

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first hereinabove written.

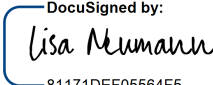
CONTRACTOR:

SUPERION, LLC

ATTEST:

or

WITNESSES:

BY:  _____

Name: Lisa Neumann _____

Title: Controller _____

OWNER: CITY OF FRUITLAND PARK APPROVED:

ATTEST:

Esther Coulson, City Clerk

Chris Cheshire, Mayor

RESOLUTION 2019-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROPOSAL FROM CENTRALSQUARE TECHNOLOGIES IN THE AMOUNT OF \$12,160.00; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park has an existing agreement with CentralSquare Technologies for its building department software and desires to add an additional component that will allow for contractors to upload plans for City review, schedule inspections, and otherwise better serve the contractor community; and

WHEREAS, CentralSquare Technologies will provide cloud hosting for the “Citizen Engagement SaaS” portion of the Trak-it system used by the building department, as well as provide installation services and training via the internet; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it serves a municipal purpose and will be a benefit to the City to obtain the services provided for in the proposal.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The CentralSquare proposal in the amount of \$12,160.00, **a copy of which is attached hereto**, is approved.

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

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 5th day of September 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

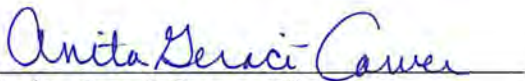
ATTEST:



ESTHER COULSON, CITY CLERK

Mayor Cheshire	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Vice Mayor Gunter	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Bell	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner DeGrave	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Mobilian	<u> </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)

Approved as to form:


Anita Geraci-Carver, City Attorney



SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

This Agreement is entered into this 4th day of November, 2014, by and between CITY OF FRUITLAND PARK, FLORIDA (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the maintenance and support services as specifically provided herein (hereafter referred to as "the SOFTWARE") provided to CLIENT by CRW pursuant to a separate Installation & License Agreement.

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES

A.1. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

- | | |
|------------|--|
| Exhibit A. | Covered Sites, Software Modules, & Configuration |
| Exhibit B. | Services & Fees |

A.2. SERVICES OFFERING:

CRW shall provide maintenance service, technical support, and software updates for the SOFTWARE as further detailed in Exhibit A and herein referred to as "Covered Software". Covered software does not include hardware, hardware vendor operating systems and other system software, CLIENT-developed software, or third-party software.

B. DESCRIPTION OF SERVICES

B.1. SUPPORT SERVICES:

During the term of this Agreement, CRW shall provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with its intended use.

CRW shall provide the following services:

- B.1.1. TRAKIT software modifications to correct bugs or errors that are reported to CRW by CLIENT.
- B.1.2. TRAKIT software updates that are posted from time to time.
- B.1.3. Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).
- B.1.4. Technical support via web form on CRW web site (www.crw.com).
- B.1.5. TRAKIT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.
- B.1.6. CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.2. SERVICE LEVEL AGREEMENT:

The purpose of this Service Level Agreement (SLA) is to ensure that the proper commitments are in place to provide consistent IT service support and delivery to CLIENT by CRW. This SLA is valid from the effective date of this contract and is valid until further notice.

B.2.1. Service Availability

Coverage parameters specific to the services outlined herein are as follows:

- B.2.1.1. Telephone and Email support is available during normal operating hours between 5:00 AM to 5:00 PM (PST) Monday through Friday. Calls received out of office hours will be received by CRW's automated messaging system and best efforts will be made to take action to any after-hours requests.

B.2.1.2. Emails received outside of normal operating hours will be collected, however, no action can be guaranteed until the next working day.

B.2.2. Remedial Support

Upon notification by CLIENT of an error, defect, malfunction or nonconformity in the Covered Software, CRW shall evaluate and classify the notification by the CLIENT and respond as follows:

B.2.2.1. SEVERITY 1: Produces an emergency situation in which the Covered Software is inoperable.

RESPONSE: CRW shall provide a response by a qualified member of its staff to begin to diagnose and to correct Severity 1 problem as soon as reasonably possible, but in any event, a response via telephone will be provided within two (2) hours. CRW will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to CLIENT as a work-around or as an emergency software fix. If CRW delivers a work-around, the severity classification will drop to Severity 2.

B.2.2.2. SEVERITY 2: Produces a detrimental situation in which performance of the Covered Software degrades substantially such that work cannot be accomplished, severely impacting use; the Covered Software is usable, but materially incomplete; or one or more mainline functions or commands is inoperable.

RESPONSE: CRW will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within six (6) hours. CRW will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution shall be delivered to CLIENT in the same format as Severity 1 problems. If CRW delivers a work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

B.2.2.3. SEVERITY 3: Produces a situation in which the Covered Software is usable, but has a minor defect; the user suffers little or no significant impact.

RESPONSE: CRW will make a best effort to provide a fix for Severity 3 problems within the next two scheduled maintenance releases.

B.2.2.4. SEVERITY 4: Produces a situation in which use of the Covered Software is superficially affected (e.g. appearance or understanding) and which is correctable by a documentation change or by a future, regular release from CRW.

RESPONSE: CRW will make a best effort to provide a fix for Severity 4 problems within the next four scheduled maintenance releases.

B.2.2.5. For the purpose of the response listed above, an "hour" is defined as one (1) business hour during CRW office hours, and a "day" is defined as one (1) business day during CRW office hours.

B.3. SERVICE NOT INCLUDED:

Maintenance services do not include any of the following:

- (1) Custom programming services;
- (2) On-site support, including installation of hardware or software;
- (3) Support of any software not designated as Covered Software.
- (4) Custom reports/forms or a modification to an existing reports/forms.
- (5) Training, except as specified in Exhibit B.

B.4. ADDITIONAL SERVICES:

CLIENT may request CRW perform additional services which are not covered under the Scope of Services or Description of Services as provided in this Agreement. Should CRW agree to perform said additional services, CRW & CLIENT shall enter into a separate written agreement setting forth the scope of said additional services



and the compensation to CRW for those additional services. Said separate written agreement may be made an amendment to this Agreement at CRW's discretion.

B.5. LIMITS OF LIABILITY

CRW assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if CLIENT has made changes to the system hardware/software configuration or modifications to any supplied source code of the Covered Software.

C. DUTIES & RESPONSIBILITIES OF CLIENT

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

C.1.1. The CLIENT will provide CRW with access to CLIENT servers and workstations as needed for technical support or assistance.

C.1.1.1 CLIENT will provide, for the purpose of CRW providing technical support or assistance, access to CLIENT workstations and servers upon CRW's request.

C.1.2. The CLIENT will ensure and provide that staff who the use of CRW software will have sufficient basic knowledge of CLIENT business processes and basic MS-Windows functions.

C.1.3. CLIENT workstations and servers must be compatible with software configurations requested by CRW.

D. COMPENSATION

D.1. SERVICE FEES:

Fees for Maintenance, Support & Service provided under this Agreement shall be contained in Exhibit B. Should a user and/or software package be added to Exhibit A, CRW reserves the right to adjust and/or amend Exhibit A and Exhibit B accordingly and shall provide CLIENT with notification of such adjustment.

D.2. TAXES:

CLIENT shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state or otherwise, however designated which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, CLIENT shall promptly pay to CRW an amount equal to any such items actually paid, or required to be collected by CRW.

E. EXCLUSIONS OF LIABILITY

E.1 WARRANTY:

CRW MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH CRW IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CRW OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, CRW SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL CRW BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO CRW UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

E.2. INDEMNITY:

E.2.1. To the extent permitted by law, CRW agrees to indemnify and hold harmless CLIENT, its officers, officials, employees, and agents from and against liability, damages, costs, losses, claims and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors or omissions of CRW and its employees, subcontractors, sub consultants, and agents in the performance of this Agreement.

E.2.2. To the extent permitted by law, CLIENT agrees to indemnify and hold harmless CRW, its employees, sub consultants, and agents from and against liability, damages, costs, losses, claims, and expenses,



including reasonable attorneys' fees, arising out of the negligent acts, errors, or omissions of the CLIENT, its officers or employees, including, but not limited to, incorrect data or information provided by CLIENT.

F. INSURANCES & LICENSES

F.1. INSURANCE:

CRW shall procure and maintain in force, for the entire duration of this Agreement, insurance providing coverage for bodily injury and property damage which may arise out of the operations of CRW or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

CRW shall furnish an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage's required by this contract prior to the commencement of a new term.

F.1.1. Commercial General Liability Insurance (CGL)

F.1.1.1. Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims-made coverage and Modified occurrence forms are unacceptable.

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$3,000,000
Products/Completed Operations Limit:	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000

F.1.1.2. CRW shall endorse the CGL to include CLIENT as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.

F.1.1.3. CRW's insurance shall be primary and not excess to, or contributory with any insurance coverage. CRW's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.

F.1.1.4. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

F.1.2. Worker's Compensation/Employers Liability Insurance

F.1.2.1. CRW and its subcontractors are required to purchase and maintain in force worker's compensation coverage and employer's liability coverage at the following limits:

Worker's Compensation Coverage	Statutory Limits
Federal Acts Coverage (if applicable)	Statutory Limits
Employers Liability Insurance	
Each Occurrence Limit	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

F.1.2.2. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of CRW or its subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, CRW shall ensure that proper coverage is purchased and maintained.

F.1.2.3. CRW and all Subcontractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of the CLIENT.

F.1.3. Commercial Automobile Liability Coverage

Commercial Automobile Liability Coverage shall be provided as Combined Single Limit \$2,000,000. Automobile Liability coverage shall include coverage for owned, non-owned and hired automobiles and be endorsed naming the CLIENT as an additional insured.

F.1.4. Professional Liability Coverage



Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000.

F.2. LICENSES:

CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State, County, and/or City in which CLIENT is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement and any extension thereof.

G. TERM & TERMINATION

G.1. TERM:

The term of this Agreement shall be for five (5) years. Covered Software maintenance service and support shall commence upon the receipt of a fully executed original of this Agreement. This Agreement shall remain in effect for the original five (5) year term.

G.2. TERMINATION:

This Agreement may be terminated by CLIENT at any time, with or without cause upon thirty (30) days written notice to CRW. The Date of Termination (hereinafter "Date of Termination" or "Termination Date") shall be defined as the date which is thirty (30) days from the date on which the written notice of termination is postmarked or if sent by email, the date which is thirty (30) days from the date on which CRW is in receipt of said email. In the event of termination by CLIENT, CLIENT shall pay CRW for all services rendered up to and including the Date of Termination. Upon termination CLIENT will be deactivated from access to the Software. All data will be provided to the CLIENT on a separate CD-disk.

H. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES

H.1. DESIGNATED CONTRACT REPRESENTATIVES:

H.1.1. All communication relating to fees, termination, or the general provisions of this Agreement shall be exchanged between the designated representatives of CLIENT and CRW Systems as follows:

CLIENT	CRW
Charlie Rector Chief Building Official, Fruitland Park, FL 506 W. Beckman Street Fruitland Park, FL 34731 Phone: (352) 360-6727 Fax: (352) 360-6652 Email: crector@fruitlandpark.org	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 2036 Corte Del Nogal Suite 200 San Diego, CA 92011 Phone: (858) 451-3030 Fax: (760) 438-2060 Email: chris@crw.com

H.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

H.2. CLIENT REFERENCES:

CRW will not use CLIENT's name, logo or any other trademarks (including in any press releases, CLIENT "case studies," and the like) without CLIENT's prior written approval, email acceptable

I. ADDITIONAL PROVISIONS

I.1. INDEPENDENT CONTRACTOR:

CLIENT and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CLIENT and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership. CRW shall retain sole and absolute discretion and judgment in methods, techniques and procedures used in performing the services set forth herein. The fact that CLIENT or CRW may

carry worker compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of employment.

I.2. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

I.3. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Florida. Venue for the enforcement of this agreement shall lie exclusively in Lake County, Florida.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Lake County, Florida, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

I.4. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I.5. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I.6. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

I.7. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

I.8. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before November 1, 2014.

CITY OF FRUITLAND PARK, FL

Dated: Nov. 4th 2014
By: [Signature]
Charlie Rector, Chief Building Official

CRW SYSTEMS, INC.

Dated: 11/10/14
By: [Signature]
Nathan Hershkowitz, Executive Vice President

EXHIBIT A

COVERED SITES, SOFTWARE MODULES, & CONFIGURATION

A. COVERED SITES

This Agreement covers the following CLIENT sites:

1. City of Fruitland Park, FL offices

B. COVERED SOFTWARE MODULES

This Agreement covers the following TRAKIT software components at each site listed in Exhibit A, Section A:

1. TRAKIT Software Modules including:
 - a. GeoTRAK
 - b. PermitTRAK
 - c. AEC TRAK
 - d. Reporting

C. COVERED CONFIGURATION

This Agreement covers the following configuration:

2 Simultaneous User and 0 Observer licenses of Covered Software (except eMarkup) purchased by CLIENT and installed on Unlimited workstations. (Platform support Windows 7 Operating System).



EXHIBIT B

SERVICES & FEES

Maintenance Services and Support for the applications and configuration listed in Exhibit A will be provided for a fee and payable per the Fee Schedule below. The fee may be adjusted at the end of the five (5) year term of this Agreement to the then current pricing. Should additions to the number of licensed users or the Covered Software occur during the term of this Agreement or any extension thereof, CRW shall adjust the fee to reflect the applicable changes and provide CLIENT with written notice of the fee change.

First year Annual Maintenance Fees for TRAKiT modules are due at System Acceptance. Second and subsequent Annual Maintenance Fees are due on the Anniversary of System Acceptance.

FEE SCHEDULE – TRAKiT (2 Users)

YEAR	FEES	DUE DATE	Covered Period
YEAR 1	\$2,900.00	March 2015	March 2015 – February 2016
YEAR 2	\$2,900.00	March 2016	March 2016 – February 2017
YEAR 3	\$3,045.00	March 2017	March 2017 – February 2018
YEAR 4	\$3,045.00	March 2018	March 2018 – February 2019
YEAR 5	\$3,197.00	March 2019	March 2019 – February 2020

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

ITEM TITLE: Roller Trailer Quotes

For the Meeting of: October 24, 2019

Submitted by: City Manager/Public Works Director

Date Submitted: October 17, 2019

Funds Required: Yes (Fiscal Impact FY 2019-2020 Roads and Streets \$21,000)

Attachments: Yes, three quotes

Item Description: Purchasing of equipment to further assist the Public Works Department.

1. United Rentals Inc. (Roller and Trailer), \$14,210,
2. Northern ®Tool (Roller), \$17,499,
3. Ebay 2015 Wacker Neuson RD27 – 120 (Roller), \$29,900

Action to be Taken: Select and award purchase of equipment based on the city managers recommendation.

Staff's Recommendation: Approval

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes



**EQUIPMENT SALE
RESERVATION**

174367575-000

BRANCH D41
100 WEBER AVE.
LEESBURG FL 34748
352-728-2300
352-728-2448 FAX

Job Site

PUBLIC WORKS
202 W BERCKMAN ST
FRUITLAND PK FL 34731-3213

Office: 352-360-6727 **Cell:** 352-308-5579

Customer # : 1173027
Reserved Date : 09/27/19 01:10 PM

UR Job Loc : 202 W BERCKMAN ST, F
UR Job # : 7
Customer Job ID:
P.O. # : TBD
Ordered By : DALE BOGLE
Written By : LAWRENCE KLEIN
Salesperson : LAWRENCE KLEIN

CITY OF FRUITLAND PARK
506 W BERCKMAN ST
ATTN ACCTS PAYABLE
FRUITLAND PARK FL 34731-3239

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	10364892 CC: 160-2621 ROLLER 1.5 TON DOUBLE DRUM SMOOTH GAS Make: WACKER Model: RD 12A-90 Serial #: 24242759 Model Year: 15 HR OUT: 489.700 Used Roller-Wacker RD-12A-90 and Used Trailer-Anderson EQ7146T. Sold as is.	10260.00	10260.00
1	10235766 CC: 920-5700 TRAILER TILT 8'-14' UP TO 7K SINGLE Make: FELLING Model: FT-6T Serial #: 54652EDS Model Year: 14 Lic: CHTZ08 Wgt: 007000	3950.00	3950.00
Agreement Subtotal:			14210.00
Total:			14210.00

COMMENTS/NOTES:

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

2015 Wacker Neuson RD 12A-90

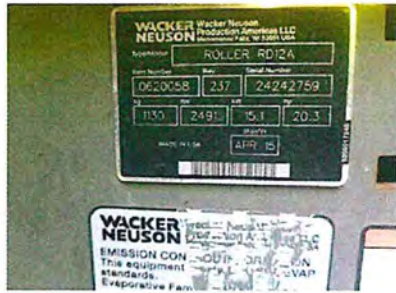
Price: \$10,260 (USD)

LEESBURG, FL

407.792.8252



2015 Wacker Neuson RD 12A-90
 Price: \$10,260 (USD)
 LEESBURG, FL
 407.792.8252



Quality used equipment for sale

2015 WACKER NEUSON RD 12A-90

Description:	ROLLER 1.5 TON DOUBLE DRUM SMOOTH GAS
Serial #:	24240234
Meter:	366
Equipment #:	10357930
Location:	K08 - VALDOSTA, GA
Price:	\$10,260 USD

UNITED RENTALS (Store D41)

100 WEBER AVE.
LEESBURG, FL 34748
Mon-Fri: 7:00AM-5:00PM Sat: CLOSED Sun: CLOSED

Sales Contact:

Larry Klein
407.792.8252
lklein@ur.com



[UnitedRentals.com](https://www.unitedrentals.com) | 800.UR.RENTS

© 2019 United Rentals, Inc

For terms and conditions, visit [unitedrentals.com/en/customer-care/terms/ur1disclaimer](https://www.unitedrentals.com/en/customer-care/terms/ur1disclaimer)

Quality used equipment for sale

2015 WACKER NEUSON RD 12A-90

Description: ROLLER 1.5 TON DOUBLE DRUM SMOOTH GAS
Serial #: 24242759
Meter: 484
Equipment #: 10364892
Location: 112 - JACKSONVILLE, FL
Price: \$10,260 USD

UNITED RENTALS (Store D41)

100 WEBER AVE.
LEESBURG, FL 34748
Mon-Fri: 7:00AM-5:00PM Sat: CLOSED Sun: CLOSED

Sales Contact:

Larry Klein
407.792.8252
lklein@ur.com



[UnitedRentals.com](https://www.unitedrentals.com) | 800.UR.RENTS

© 2019 United Rentals, Inc

For terms and conditions, visit [unitedrentals.com/en/customer-care/terms/ur1disclaimer](https://www.unitedrentals.com/en/customer-care/terms/ur1disclaimer)



United Rentals

FELLING

United Rentals

United Rentals

United Rentals

United Rentals

United Rentals



NorthernTool.com | 1-800-221-0516 | Available Online Only

Wacker Neuson Ride-On Tandem Vibratory Roller, Model# RD12A/5100044952 — Foldable ROPS, 35.4in. Drum, 1.2-Ton Operating Weight

Item# 87863

New — [Write a Review](#)
NEW
Only \$17,499.99
Easy Financing Available | [Learn More](#)**Ships Truck**

Factory Shipped —

Estimated Delivery: 5 - 7 Business Days

[See Unloading Instructions](#)

- Ergonomically designed operator station for better comfort and efficiency
- Ergonomic joystick with integrated water and vibration functions for smoother operation
- Fuel and water gauges provide feedback to fluid levels during operation
- Increased water and fuel capacity minimizes need for refilling during the day, increasing jobsite efficiency
- Highly-efficient Honda GX630 engine

Product Summary

The Wacker Neuson RD12A Ride-On Tandem Vibratory Roller is ergonomically designed and powered by a proven Honda GX630 engine to provide contractors with a comfortable, highly efficient machine for a variety of jobs. The dual-drum drive and articulated steering make it easy to maneuver, while fully recessed hydraulic motors allow the user to easily compact near curbs, walls, and in confined areas. Ideally suited for commercial and residential compaction of asphalt and granular subbase material, this roller is primarily used for parking lots, driveways, secondary roads, repair work and nature trails, as well as turf rolling in landscape and golf industry segments. Works with Item#s 87893, 87894 and 87895, sold separately.

What's Included

(1) Roller

Features + Benefits

- Ergonomically designed operator station for better comfort and efficiency
- Ergonomic joystick with integrated water and vibration functions for smoother operation
- Fuel and water gauges provide feedback to fluid levels during operation
- Increased water and fuel capacity minimizes need for refilling during the day, increasing jobsite efficiency
- Highly-efficient Honda GX630 engine
- Dual-drum drive and articulated steering for excellent maneuverability
- Fully recessed hydraulic motors allow easy compaction near curbs, walls, and in confined areas
- Unique hood design and pivoting floor plate for quick, tool-free and spacious access to engine, hydraulic and water systems
- Works with Item#s 87893, 87894, 87895, sold separately.

Key Specs

Hi! Sign in or register

Daily Deals

Brand Outlet

Help & Contact

Credit options to amp up your wallet

Sell

Purchases

My eBay



Shop by category

Search for anything

All Categories

Search

Back to previous page | Listed in category: Business & Industrial > Heavy Equipment, Parts & Attachments > Heavy Equipment > Compactors & Asphalt Rollers



2015 WACKER NEUSON RD27-120

Condition: **New**

Price: **US \$29,900.00** Buy It Now

Best Offer: **Make Offer**

[Add to Watchlist](#)

Longtime member No returns Free local pickup

Shipping: **Free Local Pickup** | [See details](#)
Item location: Pittsfield, Massachusetts, United States
Ships to: Local pick-up only

Delivery: **Varies**

Payments: **Pay on pickup**

Ad Get low mo. payments | Get instant Funding

Returns: **Seller does not accept returns**

Shop with confidence

Business Equipment Protection
This item is eligible for up in Business Equipment Protection. [Learn more](#)

Seller information

pltsales (71)

- [Save this Seller](#)
- [Contact seller](#)
- [Visit store](#)
- [See other items](#)



Have one to sell? [Sell now](#)

People who viewed this item also viewed

[Feedback or](#)



2005 Dynapac CC102 Diesel Double Smooth Drum Roller
\$9,900.00
+ Shipping
Pre-owned



Roadway New RWYL-42A Asphalt Roller Honda Gas
\$7,999.00
+ Shipping
New



Chicago Pneumatic (made by Dynapac) asphalt roller
\$11,990.00
+ Shipping
Pre-owned



New 2018 Hamm HD12 Tandem Asphalt Vibratory Roller
\$34,500.00
+ Shipping
New



2003 AMMANN AV16 DIESEL DOUBLE DRUM VIBRATORY ROLLER
\$8,500.00
+ Shipping
Pre-owned



Beuthling B300 Tandem Vibratory Asphalt Roller
\$5,500.00
+ Shipping
Pre-owned

[Description](#)

[Shipping and payments](#)

eBay item number: 223608272461

Seller assumes all responsibility for this listing.

Item specifics

Condition: **New:** A brand-new, unused, unopened, undamaged item in its original packaging (where packaging is ... [Read more](#))
Type: **Vibratory**

Model: **RD27-120**
Modified Item: **No**

[← Back to search results](#)



1-888-365-4268

2016 CASE DV23

\$29,900

Used Smooth Drum ASPHALT-CONCRETE-COMPACTION In Lexington, KY 40510 - 659 Miles Away

EMAIL

1-888-365-4268

POPULARITY STATS

This listing has been seen **5 times** (last 30 days)

The price recently **decreased by \$1,350** [Get Alerted](#)

Be the first user to [Save This Listing](#)

[Get Financing](#) [Estimate Payment \\$](#) [Send to a Friend](#)

DETAILS FROM SELLER

2016 CASE, DV23 Compactors - Smooth Drum, 5,000 lb weight class; 39" rolling width; foldable ROPS; Dual Vibration; Hydrostatic drive for both drums; Dual Frequency; Centrifugal Force of 9,217 lb (each drum), Serial Number: NGNTT0190

MESSAGE FROM WILSON EQUIPMENT

When you need extra machines, Wilson Equipment Company will deliver clean, well maintained rental equipment right to your jobsite. You can always count on good value by choosing a machine that solves your equipment problems from our rental fleet.

Condition:	Used
Year:	2016
Make:	CASE
Model:	DV23
Class:	ASPHALT-CONCRETE-COMPACTION
Category:	Smooth Drum
Location:	Lexington, KY
Horse Power:	31

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

ITEM TITLE: Resolution 2019-057 and Budget Amendment
BT2020-001 Police Training

For the Meeting of: October 24, 2019

Submitted by: City Treasurer

Date Submitted: October 9, 2019

Funds Required: Yes (Fiscal Impact \$19,900 from transfer to general
fund reserves)

Attachments: Yes, Resolution 2019-057 and Interfund Budget
Amendment

Item Description: Budget Amendment BT2020-001 moves \$19,900 from
transfer to reserves (01581-90920) to police training and education (01521-30542).
The amount was intended to be in the FY 2019-20 budget; however, the account
did not carry over due to a parameter error in the account. The transfer to general
fund reserves currently has \$265,693 in it. It will have \$245,793 after this
amendment. Without this resolution and amendment, the police department will
not have a training budget for FY 2019-20.

Action to be Taken: Adopt Resolution 2019-057 and Budget
Amendment BT2020-001 Police Training

Staff's Recommendation: Approve Resolution 2019-057 and BT2020-001
Police Training

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2019-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019-2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM TRANSFER TO RESERVES BUDGET TO POLICE TRAINING BUDGET; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FY 2019-2020 budget of the City of Fruitland Park was adopted on September 19, 2019; and

WHEREAS, funds are required for Police Training; and;

WHEREAS, the Police Training account did not carry over to the FY 2019-2020 budget due to technical reasons; and;

WHEREAS, the City Commission desires to amend the FY 2019-2020 Fiscal Year budget to increase the Police Training to \$19,900.

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

Section 1. The budget adopted on September 19, 2019; is amended as set forth in Exhibit "A" attached hereto.

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

PASSED AND RESOLVED this 24th day of October 2019, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson
City Clerk

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

CITY OF FRUITLAND PARK

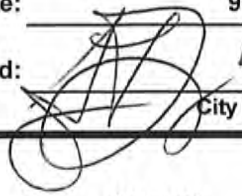
Interfund Budget Amendment: #

BT2020-001

To: CITY MANAGER

Date: 9-Oct-2019

Prepared by: Finance Director
Department Head

Approved: 
City Manager

REVENUES:

Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec

EXPENDITURES:

Object name & #	01521-30542 Police Training & Education	Amount: 19,900	Inc/Dec
Object name & #	01581-90920 Transfer to General Fund Reserve	Amount: 19,900	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec

Explanation: The Police Training account did not transfer into the FY2020 Budget due to an incorrect parameter.

There is \$265,693 budgeted in the transfer to GF reserves account. There will be \$245,793 left after this amendment.

The \$19,900 is the same amount budgeted in last year's budget.

Approved by Commission: 10/24/2019
Date

City Clerk

City Finance Director

Mayor

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

ITEM TITLE: August 2019 Financial Report

For the Meeting of: October 24, 2019

Submitted by: City Treasurer

Date Submitted: October 10, 2019

Funds Required: N/A

Attachments: August 2019 Financial Report

Item Description: August 2019 Financial Report. The Financial Report shows revenues and expenses for all funds through August 31, 2019. The budget memo reflects the revenues and expenses for the general and utility funds minus restricted revenues and expenses to reflect a more accurate financial picture. The balance of the restricted funds in the memorandum are as of August 31, 2019.

Action to be Taken: Accept the August 2019 Financial Report

Staff's Recommendation: Approval

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes



CITY OF FRUITLAND PARK

MEMORANDUM

To: Honorable Mayor, Commission Members, City Manager, and City Clerk
 From: Jeannine Racine, Finance Director *JRR*
 Date: October 9, 2019
 Subject: Year-To-Date Budget Report
 For the period ending August 31, 2019

Attached is the August **Budget Report**, reflecting revenues and expenses through August 31, 2019. At the end of August, 92% of the fiscal year has lapsed. During the month of August, 532 invoices were processed totaling \$640,637. Out of the ordinary payments are: \$68,834 for the Sewer SRF loan payment, \$53,202 to Demco for Library furniture, \$29,363 for Traffic Light maintenance, \$25,268 for soccer field lights repair, and \$32,877 to Summit Broadband for Library internet.

<u>Revenue & Expense Summaries of the General Fund are as follows:</u>						
	Revenue	%	Expenditures	%	Rev - Exp	
General Fund	\$ 8,106,499	95%	\$ 6,412,480	75%	\$ 1,694,019	
Restricted Funds	\$ (894,449)	-11%	\$ (821,862)	10%	\$ 72,587	
Grand Total	\$ 7,212,050	85%	\$ 5,590,618	66%	\$ 1,621,432	
General Fund	Rev vs Exp		\$ 1,621,432			

<u>Revenue & Expense Summaries of the Utility Fund are as follows:</u>						
	Revenue	%	Expenditures	%	Rev - Exp	
Utility Fund	\$ 1,835,442	95%	\$ 1,540,997	80%	\$ 294,445	
Restricted Funds	\$ (348,849)	-18%	\$ (137,668)	-7%	\$ 211,181	
Grand Total	\$ 1,486,593	77%	\$ 1,403,329	73%	\$ 83,264	
Utility Fund	Rev vs Exp		\$ 83,264			

<u>Revenue & Expense Summaries of the City's various funds are as follows:</u>						
	Revenue	%	Expenditures	%	Rev - Exp	
General Fund	\$ 8,106,499	95%	\$ 6,412,480	75%	\$ 1,694,019	
Redevelopment	\$ 337,796	102%	\$ 85,631	26%	\$ 252,165	
Capital Projects	\$ 589,429	77%	\$ 753,611	98%	\$ (164,182)	
Utility Fund	\$ 1,835,442	95%	\$ 1,540,997	80%	\$ 294,445	
Recreation Fund	\$ 37,230	41%	\$ 44,550	49%	\$ (7,320)	
Grand Total	\$ 10,906,396		\$ 8,837,269		\$ 2,069,127	

Change in Fund Balance

The General Fund revenues versus expenses (minus restricted) indicates an increase of approximately \$1,621,432 in unrestricted reserves at this point in time.

The Utility Fund revenues versus expenses (minus restricted) indicates a increase of approximately \$83,264 in retained earnings.

Balance of Restricted Funds at the end of **August**:

General Fund

Public Safety Fire	\$1,688,895
<u>Public Safety Police</u>	<u>\$806,578</u>
Public Safety Total	\$2,495,473
Storm water	\$187,517
Building	\$2,019,649
Police Forfeiture	\$ 3,373
Abandon Property	\$ 34,500
Paving	\$125,000
Cemetery	\$ 89,614
Police Education	\$ 2,047
Fire Fee Refunds	\$ 70,510
<u>Police Donations</u>	<u>\$ 4,504</u>
Total Restricted	\$5,032,187

Utility Fund

Sewer Impact	\$103,579
<u>Water Impact</u>	<u>\$709,521</u>
Total Restricted	\$813,100

Other Funds

Redevelopment	\$277,093
CIP	\$ 39,752
Recreation	-\$16,694
Rec 5ks	\$ 3,008

Please see the attached YTD Budget Expense Report Summary for Expenses by Department, and the August Year to Date Budget Reports for the details.

We have \$6.251 million in SBOA investments. The SBA investment summary shows all restricted fund balances at the end of August 31, 2019. Please see the Investments attachment for details. The current debt reflected in the Utility Fund is –(\$519,874) which is a decrease of \$364,676 of the debt to the General Fund which was –(\$884,550) at the end of FY2018

We have \$9.226 million in various accounts (USB Bank, SBOA Investments, Certificate of Deposits and Edward Jones). Please see the Summary of Cash Accounts by Funds attachment for details.

Please see me if you have any questions or comments regarding this report.

Attachments:

- Budget Summary – GF & Utility
- SBOA Investments Summary
- SBOA FY2019 UT Summary
- Cash Summary-All accounts
- Year to Date Budget Report

Florida State Board of Administration Investments

AS OF: August 31, 2019

<u>31-Aug-19</u>		Previous Balance	Deposits	Withdrawal	Audit Entry	SBA Interest	Due T/F	Ending Balance
General Fund-01000								
15100	Unrestricted	724,463.26		27,318.91		11,473.75	29,839.81	738,457.91
	Restricted							
15140	Cemetery	89,613.85						89,613.85
15122	Building Dept	1,989,365.98	32,782.95					2,022,148.93
15117	Police Impact	824,559.38		17,981.73				806,577.65
15118	Fire Impact	1,680,861.65	8,033.28					1,688,894.93
15110	Police Education (2nd \$)	1,792.88	254.41					2,047.29
15111	Police Drug Forfeiture	3,373.38						3,373.38
15113	Police Automation	0.00						0.00
15119	Police Donation	4,504.26						4,504.26
15125	Stormwater	183,286.84	4,230.00					187,516.84
15130	Paving	125,000.00						125,000.00
15170	Abandoned Property	34,250.00						34,250.00
Redevelopment Trust Fund-20000								
15100	Redevelopment	177,764.76				354.95	-273.37	177,846.34
	Unrestricted							
General CIP/Infrastructure- 30000								
15112	Infrastructure	113,229.45				226.09	-173,703.78	-60,248.24
	Unrestricted	0.00						0.00
Utility Fund - 40000								
15100	Unrestricted	-774,837.83	137,668.46	29,243.84		430.34	146,108.96	-519,873.91
	Restricted							
15107	SRF Debt Service	68,834.23						68,834.23
15115	Sewer Impact	223,823.60	17,423.84	137,668.46				103,578.98
15116	Water Impact	697,700.90	11,820.00					709,520.90
Fire Pension - 60000								
15103	Restricted	85,312.30						85,312.30
Recreation Fund - 62000								
15104	Rec Funds	-16,554.80	75.25			-26.90	-1,971.62	-18,478.07
15131	5Ks	3,082.76		75.25				3,007.51
		0.00						0.00
Total Funds		6,239,426.85				12,458.23		6,251,885.08
Statement								
Account 151321		6,239,426.85				12,458.23		6,251,885.08
Unrealized Gain								
Total Statements		6,239,426.85						6,251,885.08

UT FY2018	-884,550.00
UT FY2019	-519,873.91
	-364,676.09

0.00

History of State Board Administration of Investments for the Utility Fund only

Month	Due To/From		Ending Balance	
Sep-18	-256,577.01		-884,550.22	EPA Grant 500k plus 725k construction expenses
Oct-18	647,716.42		-237,177.66	Accrued 500K from EPA Grant back to FY2018
Nov-18	-365,624.78		-601,942.52	
Dec-19	5,968.94		-595,823.69	
Jan-19	23,308.40		-572,346.11	
Feb-19	-193,216.14		-765,314.67	Impact fees revenue moved to impact fees
Mar-19	179,271.87		-585,863.23	
Apr-19	61,107.86		-524,198.83	
May-19	-227,505.81		-751,001.40	
Jun-19	78,828.99		-778,791.85	Impact fees revenue moved to impact fees
Jul-19	42,161.10		-774,837.83	
Aug-19	149,108.96		-519,873.91	Sewer Impact Fees used to pay SRF
			-364,676.31	Debt has decreased to date

SUMMARY OF
CASH ACCOUNTS
BY FUNDS

AS OF: 30-Aug-2019

	SBOA Investments	USB	Citizens	CDs	Edward Jones	Total	Total Fund
General Fund	\$ 5,702,385	\$ 1,684,853	\$ -	\$ 200,000	Citizens	\$ 7,587,238	\$ 7,786,074 GF
Police/Fire Fee		\$ 70,511				\$ 70,511	
Payroll		\$ 128,325				\$ 128,325	
Redevelopment	\$ 177,846			\$ 100,000	Citizens	\$ 277,846	\$ 277,846 Redevp
Capital Projects	\$ (60,248)			\$ 100,000	Citizens	\$ 39,752	\$ 39,752 CIP
Utility Fund	\$ 362,060					\$ 362,060	\$ 530,081 Utility
						\$ -	
Utility Deposit		\$ 168,020				\$ 168,020	
Municipal FF	\$ 85,312				\$ 522,812	\$ 608,124	\$ 608,124 FF Pension
Recreation	\$ (15,471)					\$ (15,471)	\$ (15,471) Rec
Total Funds	\$ 6,251,885	\$ 2,051,710	\$ -	\$ 400,000		\$ 9,226,407	\$ 9,226,407

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01001 GENERAL FUND REVENUES							

31 TAXES							

31110 AD VALOREM TAXES	-2,536,155.00	.00	-2,536,155.00	-2,563,964.06	.00	27,809.06	101.1%
31120 DELINQUENT AD VALOREM TAX	-1,235.00	.00	-1,235.00	-2,245.89	.00	1,010.89	181.9%
31230 LOCAL OPTION FUEL TAX	-94,685.00	.00	-94,685.00	-89,576.86	.00	-5,108.14	94.6%
31251 FIRE INS PREM TAX PENSION	-15,435.00	.00	-15,435.00	-24,962.98	.00	9,527.98	161.7%
31310 ELECTRIC FRANCHISE FEE	-410,793.00	.00	-410,793.00	-387,051.78	.00	-23,741.22	94.2%
31340 GAS FRANCHISE FEE	-17,677.00	.00	-17,677.00	-14,928.16	.00	-2,748.84	84.4%
31390 GARBAGE FRANCHISE FEE	-102,000.00	.00	-102,000.00	-96,488.10	.00	-5,511.90	94.6%
31410 ELECTRIC UTILITY TAX	-540,000.00	.00	-540,000.00	-456,680.28	.00	-83,319.72	84.6%
31421 COMMUNICATIONS SERVICE TAX	-190,450.00	.00	-190,450.00	-136,486.15	.00	-53,963.85	71.7%
31430 WATER UTILITY TAX	-143,992.00	.00	-143,992.00	-170,809.62	.00	26,817.62	118.6%
31440 GAS UTILITY TAX	-20,184.00	.00	-20,184.00	-16,472.65	.00	-3,711.35	81.6%
31480 PROPANE UTILITY TAX	.00	.00	.00	-486.61	.00	486.61	100.0%
TOTAL TAXES	-4,072,606.00	.00	-4,072,606.00	-3,960,153.14	.00	-112,452.86	97.2%

32 LICENSES & PERMITS							

32100 CITY BUSINESS RECEIPT TAX	-21,211.00	.00	-21,211.00	-23,181.89	.00	1,970.89	109.3%
32110 DEL CITY OCCUPATIONAL LIC	-68.00	.00	-68.00	-44.92	.00	-23.08	66.1%
32200 BUILDING PERMIT A	-250,000.00	.00	-250,000.00	-553,990.50	.00	303,990.50	221.6%
32201 BUILDING PERMIT B	-5,000.00	.00	-5,000.00	-85,891.52	.00	80,891.52	1717.8%
32902 CEMETERY PERMITS	-221.00	.00	-221.00	-243.40	.00	22.40	110.1%
TOTAL LICENSES & PERMITS	-276,500.00	.00	-276,500.00	-663,352.23	.00	386,852.23	239.9%

33 INTERGOVERN. REVENUE							

33110 DCA FEMA FEDERAL GRANT	.00	.00	.00	-225,144.00	.00	225,144.00	100.0%
33410 GRANT DCA FEMA STATE	.00	.00	.00	-3,075.00	.00	3,075.00	100.0%
33421 GRANT BYRNE/JAG	.00	-5,492.00	-5,492.00	-5,492.00	.00	.00	100.0%
33475 GARDENIA PARK GRANT FRDAP	-50,000.00	.00	-50,000.00	-98,651.00	.00	48,651.00	197.3%
33512 STATE REVENUE SHARING TAX	-200,962.00	.00	-200,962.00	-200,456.92	.00	-505.08	99.7%
33514 MOBILE HOME LICENSES	-11,930.00	.00	-11,930.00	-11,287.60	.00	-642.40	94.6%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
33515 ALCOHOLIC BEV LICENSE	-2,155.00	.00	-2,155.00	-2,244.43	.00	89.43	104.1%
33518 LOCAL GOVT 1/2C SALES TAX	-445,000.00	.00	-445,000.00	-380,277.29	.00	-64,722.71	85.5%
33770 COUNTY LIBRARY APPROPRIAT	-75,656.00	.00	-75,656.00	-72,225.00	.00	-3,431.00	95.5%
33773 LAKE CO SOCCER FLD REC GRA	.00	.00	.00	-50,000.00	.00	50,000.00	100.0%
33776 LAKE COUNTY LIBRARY GRANT	-141,513.00	-167,889.00	-309,402.00	-285,202.21	.00	-24,199.79	92.2%
33820 COUNTY BUSINESS TAX RECEIP	-3,282.00	.00	-3,282.00	-4,952.44	.00	1,670.44	150.9%
33830 COUNTY ONE CENT GAS TAX	-36,000.00	.00	-36,000.00	-28,537.64	.00	-7,462.36	79.3%
TOTAL INTERGOVERN. REVENUE	-966,498.00	-173,381.00	-1,139,879.00	-1,367,545.53	.00	227,666.53	120.0%
34 CHARGES FOR SERVICES							
33548 FDOT TRAFFIC SIGNAL MAINTEN	-6,258.00	.00	-6,258.00	-6,614.00	.00	356.00	105.7%
34120 ZONING FEES	-6,000.00	.00	-6,000.00	-8,750.00	.00	2,750.00	145.8%
34122 ANNEXATION FEES	-200.00	.00	-200.00	.00	.00	-200.00	.0%
34125 COMPREHENSIVE PLAN	-300.00	.00	-300.00	-1.00	.00	-299.00	.3%
34131 SITE (PROPERTY) PLAN FEE	-500.00	.00	-500.00	.00	.00	-500.00	.0%
34132 PLAN (STRUCTURE) REVIEW FE	-8,032.00	.00	-8,032.00	-5,912.46	.00	-2,119.54	73.6%
34140 COPYING / CERTIFICATION	-1,552.00	.00	-1,552.00	-1,731.08	.00	179.08	111.5%
34220 FIRE INSPECTION FEES	-7,500.00	.00	-7,500.00	-8,277.61	.00	777.61	110.4%
34222 FIRE ASSESSMENT FP	-479,722.00	.00	-479,722.00	-572,468.07	.00	92,746.07	119.3%
34223 FIRE ASSESSMENT VILLAGE	-332,601.36	.00	-332,601.36	-322,221.98	.00	-10,379.38	96.9%
34290 SCHOOL PUBLIC SAFETY-COUNT	-40,000.00	.00	-40,000.00	-40,000.00	.00	.00	100.0%
34335 OTHER REVENUES	-15,000.00	.00	-15,000.00	-27,900.44	.00	12,900.44	186.0%
34340 SOLID WASTE COLLECTION	-219,581.00	.00	-219,581.00	-202,646.43	.00	-16,934.57	92.3%
34341 SOLID WASTE DISPOSAL	-197,944.00	.00	-197,944.00	-175,791.16	.00	-22,152.84	88.8%
34342 YARDWASTE COLLECTION	-32,376.00	.00	-32,376.00	-32,309.74	.00	-66.26	99.8%
34343 YARDWASTE DISPOSAL	-12,056.00	.00	-12,056.00	-11,477.16	.00	-578.84	95.2%
34344 RECYCLE	-44,931.00	.00	-44,931.00	-43,291.83	.00	-1,639.17	96.4%
34345 ADMIN FEE-GARBAGE BILLING	-58,423.00	.00	-58,423.00	-56,366.47	.00	-2,056.53	96.5%
34346 ADM. FEE-IMPACT FEE	-5,086.00	.00	-5,086.00	-8,500.00	.00	3,414.00	167.1%
34391 STORMWATER FEE	-46,704.00	.00	-46,704.00	-45,512.00	.00	-1,192.00	97.4%
34393 REG ABANDONED PROPERTY	-4,250.00	.00	-4,250.00	-1,500.00	.00	-2,750.00	35.3%
34712 LIBRARY FEE OUT/COUNTY	-347.00	.00	-347.00	-620.00	.00	273.00	178.7%
34715 HOME TOWN CHRISTMAS PROCEE	.00	.00	.00	-680.00	.00	680.00	100.0%
34717 FP DAY PROCEEDS	-2,141.00	.00	-2,141.00	-2,611.00	.00	470.00	122.0%
34718 FRUITLAND PARK DAY SPONSOR	-90.00	.00	-90.00	-600.00	.00	510.00	666.7%
34719 CONCESSIONS	-3,400.00	.00	-3,400.00	-2,130.60	.00	-1,269.40	62.7%
34720 POOL FEES	-9,734.00	.00	-9,734.00	-13,001.12	.00	3,267.12	133.6%
34725 POOL SWIM PROG/LESSONS	-5,160.00	.00	-5,160.00	-2,398.00	.00	-2,762.00	46.5%
34755 RENT RECREATION FACILITY	-1,484.00	.00	-1,484.00	-1,325.00	.00	-159.00	89.3%
34900 LIEN SEARCH FEE	-4,818.00	.00	-4,818.00	-5,730.00	.00	912.00	118.9%
TOTAL CHARGES FOR SERVICES	-1,546,190.36	.00	-1,546,190.36	-1,600,367.15	.00	54,176.79	103.5%

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMNTS	BUDGET			BUDGET	USED
35 FINES & FORFEITURES							
35110 TRAFFIC COURT FINES & FORF	-12,403.00	.00	-12,403.00	-20,407.47	.00	8,004.47	164.5%
35130 POLICE EDUCATION FUND 2ND	-1,593.00	.00	-1,593.00	-2,361.63	.00	768.63	148.3%
35200 LIBRARY FINES	-2,400.00	.00	-2,400.00	-1,919.77	.00	-480.23	80.0%
35410 VIOLATIONS OF LOCAL ORDIN	.00	.00	.00	-2,459.08	.00	2,459.08	100.0%
35900 FINES & FORFEITURES-COUNTY	-112.00	.00	-112.00	-42.89	.00	-69.11	38.3%
TOTAL FINES & FORFEITURES	-16,508.00	.00	-16,508.00	-27,190.84	.00	10,682.84	164.7%
36 MISC. REVENUE							
36120 INTEREST EARNED	-40,000.00	.00	-40,000.00	-120,725.21	.00	80,725.21	301.8%
36132 INTEREST ON AD VALOREM	-284.00	.00	-284.00	-35.04	.00	-248.96	12.3%
36201 STATE LIBRARY ERATE REFUND	-16,905.00	.00	-16,905.00	-7,200.00	.00	-9,705.00	42.6%
36210 RENT/LEASE PROCEEDS	.00	.00	.00	-300.00	.00	300.00	100.0%
36322 POLICE IMPACT FEE	-31,058.00	.00	-31,058.00	-45,844.13	.00	14,786.13	147.6%
36323 FIRE IMPACT FEE	-50,208.00	.00	-50,208.00	-73,441.05	.00	23,233.05	146.3%
36410 CEMETERY LOT SALES	-12,072.00	.00	-12,072.00	-4,779.23	.00	-7,292.77	39.6%
36441 SALE OF SURPLUS EQUIPMENT	.00	.00	.00	-1,249.57	.00	1,249.57	100.0%
36602 PD DONATIONS	.00	.00	.00	-6,129.41	.00	6,129.41	100.0%
36604 LIBRARY (NEW) DONATIONS	.00	.00	.00	-10,900.00	.00	10,900.00	100.0%
36605 LIBRARY GRANT STATE	-50,000.00	-150,000.00	-200,000.00	-100,000.00	.00	-100,000.00	50.0%
36940 REIMBURSEMENT FOR SERVICE	-1,711.00	.00	-1,711.00	.00	.00	-1,711.00	.0%
36942 RESTITUTION	-82.00	.00	-82.00	-.01	.00	-81.99	.0%
36943 REIMB MAILING SURROUNDING	.00	.00	.00	-462.40	.00	462.40	100.0%
36944 COST OF CONVICTION - PD	-4,518.00	.00	-4,518.00	-4,338.16	.00	-179.84	96.0%
36946 REIMBURSEMENT MISC B&Z	-7,000.00	.00	-7,000.00	-1,248.40	.00	-5,751.60	17.8%
36947 REIMB PLANNING FEES	-849.00	.00	-849.00	-13,930.32	.00	13,081.32	1640.8%
36948 REIMB ENGINEERING FEES	-18,150.00	.00	-18,150.00	-4,847.50	.00	-13,302.50	26.7%
36990 MISC REVENUE	-5,626.00	.00	-5,626.00	-11,020.60	.00	5,394.60	195.9%
36991 MISC REVENUE - PD	-805.00	.00	-805.00	-1,033.22	.00	228.22	128.4%
36993 FUEL TAX REFUNDS	-4,403.00	.00	-4,403.00	-5,513.40	.00	1,110.40	125.2%
TOTAL MISC. REVENUE	-243,671.00	-150,000.00	-393,671.00	-412,997.65	.00	19,326.65	104.9%
38 NON REVENUES							

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 4
glytbdud

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
38006 XFER IN IMPACT FEES	-107,341.50	-111,073.00	-218,414.50	.00	.00	-218,414.50	.0%
38009 XFER IN STORMWATER FBAL	-28,336.00	-285,024.00	-313,360.00	.00	.00	-313,360.00	.0%
38012 XFER IN BUILDING (PERMIT F	-438,922.00	.00	-438,922.00	.00	.00	-438,922.00	.0%
38150 XFER IN REDEVELOPMENT	-38,794.30	.00	-38,794.30	-29,095.74	.00	-9,698.56	75.0%
38250 XFER IN RECREATION FUND	-21,062.00	.00	-21,062.00	-15,796.50	.00	-5,265.50	75.0%
38300 XFER IN CAPITAL PROJECT	.00	-30,000.00	-30,000.00	-30,000.00	.00	.00	100.0%
TOTAL NON REVENUES	-634,455.80	-426,097.00	-1,060,552.80	-74,892.24	.00	-985,660.56	7.1%
TOTAL GENERAL FUND REVENUES	-7,756,429.16	-749,478.00	-8,505,907.16	-8,106,498.78	.00	-399,408.38	95.3%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01511 LEGISLATIVE							

10 PERSONAL SERVICES							

10130 STIPENDS-COMMISSION	31,800.00	.00	31,800.00	29,150.00	.00	2,650.00	91.7%
10131 STIPENDS-P&Z	4,020.00	.00	4,020.00	2,950.00	.00	1,070.00	73.4%
10210 FICA	2,742.00	.00	2,742.00	2,455.73	.00	286.27	89.6%
10233 LIFE INSURANCE	1,080.00	.00	1,080.00	910.06	.00	169.94	84.3%
10240 WORKERS COMPENSATION	78.00	17.62	95.62	57.56	.00	38.06	60.2%
TOTAL PERSONAL SERVICES	39,720.00	17.62	39,737.62	35,523.35	.00	4,214.27	89.4%
30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	5,725.00	.00	5,725.00	2,350.00	.00	3,375.00	41.0%
30400 TRAVEL/PER DIEM	5,000.00	.00	5,000.00	3,774.50	.00	1,225.50	75.5%
30410 COMMUNICATIONS	2,244.00	.00	2,244.00	2,692.22	.00	-448.22	120.0%
30420 POSTAGE	50.00	.00	50.00	.00	.00	50.00	.0%
30450 INSURANCE	2,988.00	558.77	3,546.77	3,547.11	.00	-.34	100.0%
30463 EQUIPMENT REPAIRS/MAINT	200.00	.00	200.00	2,388.40	.00	-2,188.40	1194.2%
30470 PRINTING & COPYING	200.00	.00	200.00	.00	.00	200.00	.0%
30490 MISC EXPENSE	3,000.00	.00	3,000.00	250.00	2,603.46	146.54	95.1%
30510 OFFICE SUPPLIES	300.00	.00	300.00	340.74	.00	-40.74	113.6%
30511 RECORDING TAPES	20.00	.00	20.00	.00	.00	20.00	.0%
30520 SUPPLIES	3,710.00	.00	3,710.00	1,121.31	.00	2,588.69	30.2%
30542 TRAINING & EDUCATION	2,600.00	.00	2,600.00	3,930.00	.00	-1,330.00	151.2%
30544 MEMBERSHIPS	980.00	.00	980.00	1,511.19	.00	-531.19	154.2%
TOTAL OPERATING EXPENSES	27,017.00	558.77	27,575.77	21,905.47	2,603.46	3,066.84	88.9%
TOTAL LEGISLATIVE	66,737.00	576.39	67,313.39	57,428.82	2,603.46	7,281.11	89.2%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01512 EXECUTIVE							

10 PERSONAL SERVICES							

10110 SALARY	123,787.87	44,300.00	168,087.87	161,031.97	.00	7,055.90	95.8%
10111 BONUS	2,077.00	.00	2,077.00	1,601.52	.00	475.48	77.1%
10120 WAGES	84,710.10	-42,800.00	41,910.10	22,058.26	.00	19,851.84	52.6%
10121 BONUS	978.00	.00	978.00	458.40	.00	519.60	46.9%
10140 OVERTIME	1,000.00	.00	1,000.00	.00	.00	1,000.00	.0%
10158 VEHICLE ALLOWANCE	6,000.00	.00	6,000.00	5,500.00	.00	500.00	91.7%
10210 FICA	17,716.38	-1,500.00	16,216.38	13,741.48	.00	2,474.90	84.7%
10220 RETIREMENT	16,033.59	.00	16,033.59	13,534.19	.00	2,499.40	84.4%
10230 HOSPITALIZATION	25,089.12	.00	25,089.12	18,161.36	.00	6,927.76	72.4%
10233 LIFE INSURANCE	378.00	.00	378.00	352.15	.00	25.85	93.2%
10236 DENTAL INSURANCE	782.88	.00	782.88	745.60	.00	37.28	95.2%
10240 WORKERS COMPENSATION	447.00	100.99	547.99	331.92	.00	216.07	60.6%
TOTAL PERSONAL SERVICES	278,999.94	100.99	279,100.93	237,516.85	.00	41,584.08	85.1%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	22,900.00	.00	22,900.00	7,450.56	.00	15,449.44	32.5%
30400 TRAVEL/PER DIEM	9,000.00	.00	9,000.00	8,387.37	.00	612.63	93.2%
30410 COMMUNICATIONS	1,104.00	.00	1,104.00	1,112.77	.00	-8.77	100.8%
30420 POSTAGE	3,500.00	.00	3,500.00	580.48	.00	2,919.52	16.6%
30450 INSURANCE	10,268.00	1,920.15	12,188.15	12,189.34	.00	-1.19	100.0%
30463 EQUIPMENT REPAIRS/MAINT	100.00	.00	100.00	.00	.00	100.00	.0%
30470 PRINTING & COPYING	3,000.00	.00	3,000.00	.00	.00	3,000.00	.0%
30510 OFFICE SUPPLIES	1,500.00	.00	1,500.00	2,790.74	.00	-1,290.74	186.0%
30520 SUPPLIES	.00	.00	.00	136.72	.00	-136.72	100.0%
30540 PROFESSIONAL BOOKS	5,350.00	-1,000.00	4,350.00	327.36	.00	4,022.64	7.5%
30541 SUBSCRIPTIONS	300.00	.00	300.00	1,137.63	.00	-837.63	379.2%
30542 TRAINING & EDUCATION	5,775.00	1,000.00	6,775.00	5,615.81	.00	1,159.19	82.9%
30544 MEMBERSHIPS	1,815.00	.00	1,815.00	1,714.00	.00	101.00	94.4%
TOTAL OPERATING EXPENSES	64,612.00	1,920.15	66,532.15	41,442.78	.00	25,089.37	62.3%
TOTAL EXECUTIVE	343,611.94	2,021.14	345,633.08	278,959.63	.00	66,673.45	80.7%

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01513 FINANCE DEPARTMENT							

10 PERSONAL SERVICES							

10110 SALARY	120,145.79	-19,047.00	101,098.79	87,256.80	.00	13,841.99	86.3%
10111 BONUS	1,387.00	.00	1,387.00	1,386.24	.00	.76	99.9%
10120 WAGES	36,592.19	17,067.00	53,659.19	48,315.40	.00	5,343.79	90.0%
10121 BONUS	422.00	.00	422.00	422.16	.00	-.16	100.0%
10140 OVERTIME	4,000.00	-1,668.00	2,332.00	514.07	.00	1,817.93	22.0%
10210 FICA	13,271.00	144.00	13,415.00	10,183.42	.00	3,231.58	75.9%
10220 RETIREMENT	13,277.00	3,504.00	16,781.00	15,173.19	.00	1,607.81	90.4%
10230 HOSPITALIZATION	21,504.96	.00	21,504.96	17,171.41	.00	4,333.55	79.8%
10233 LIFE INSURANCE	324.00	.00	324.00	257.40	.00	66.60	79.4%
10236 DENTAL INSURANCE	671.04	.00	671.04	559.20	.00	111.84	83.3%
10240 WORKERS COMPENSATION	341.00	77.05	418.05	253.26	.00	164.79	60.6%
TOTAL PERSONAL SERVICES	211,935.98	77.05	212,013.03	181,492.55	.00	30,520.48	85.6%

30 OPERATING EXPENSES							

30320 AUDIT FEES	14,900.00	.00	14,900.00	14,250.00	.00	650.00	95.6%
30400 TRAVEL/PER DIEM	6,720.00	.00	6,720.00	4,109.76	.00	2,610.24	61.2%
30410 COMMUNICATIONS	480.00	.00	480.00	.00	.00	480.00	.0%
30420 POSTAGE	1,200.00	.00	1,200.00	1,305.30	.00	-105.30	108.8%
30450 INSURANCE	8,688.00	1,624.69	10,312.69	10,313.69	.00	-1.00	100.0%
30463 EQUIPMENT REPAIRS/MAINT	750.00	.00	750.00	.00	.00	750.00	.0%
30465 SERVICE CONTRACTS	6,100.00	.00	6,100.00	1,715.95	.00	4,384.05	28.1%
30470 PRINTING & COPYING	1,985.00	.00	1,985.00	497.70	.00	1,487.30	25.1%
30490 MISC EXPENSE	813.00	.00	813.00	370.00	.00	443.00	45.5%
30510 OFFICE SUPPLIES	4,100.00	.00	4,100.00	2,450.17	.00	1,649.83	59.8%
30520 SUPPLIES	500.00	.00	500.00	.00	.00	500.00	.0%
30540 PROFESSIONAL BOOKS	160.00	.00	160.00	.00	.00	160.00	.0%
30542 TRAINING & EDUCATION	1,940.00	.00	1,940.00	1,289.00	.00	651.00	66.4%
30544 MEMBERSHIPS	265.00	.00	265.00	195.00	.00	70.00	73.6%
30545 TUITION REIMBURSEMENT	500.00	.00	500.00	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES	49,101.00	1,624.69	50,725.69	36,496.57	.00	14,229.12	71.9%

90 NON-OPERATING							

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 8
glytdbud

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90990 CONTINGENCY FUND	3,045.35	.00	3,045.35	.00	.00	3,045.35	.0%
TOTAL NON-OPERATING	3,045.35	.00	3,045.35	.00	.00	3,045.35	.0%
TOTAL FINANCE DEPARTMENT	264,082.33	1,701.74	265,784.07	217,989.12	.00	47,794.95	82.0%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01514 LEGAL COUNSEL							

30 OPERATING EXPENSES							

30310 LEGAL FEES	72,000.00	.00	72,000.00	50,388.42	.00	21,611.58	70.0%
30492 LEGAL ADVERTISING	11,500.00	.00	11,500.00	3,372.17	.00	8,127.83	29.3%
30497 RECORDING/FILING FEES	900.00	.00	900.00	875.61	.00	24.39	97.3%
TOTAL OPERATING EXPENSES	84,400.00	.00	84,400.00	54,636.20	.00	29,763.80	64.7%
TOTAL LEGAL COUNSEL	84,400.00	.00	84,400.00	54,636.20	.00	29,763.80	64.7%

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01519 OTHER GEN GOVT SERVICES							

10 PERSONAL SERVICES							

10120 WAGES	.00	.00	.00	3,432.00	.00	-3,432.00	100.0%
10210 FICA	.00	.00	.00	254.69	.00	-254.69	100.0%
10220 RETIREMENT	.00	.00	.00	290.70	.00	-290.70	100.0%
10250 UNEMPLOYMENT COMPENSATION	6,000.00	.00	6,000.00	550.00	.00	5,450.00	9.2%
TOTAL PERSONAL SERVICES	6,000.00	.00	6,000.00	4,527.39	.00	1,472.61	75.5%
30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	8,490.00	.00	8,490.00	3,520.00	.00	4,970.00	41.5%
30340 CONTRACTUAL SERVICES	95,264.50	.00	95,264.50	65,280.42	.00	29,984.08	68.5%
30344 BANK FEES/SERVICE CHARGES	600.00	.00	600.00	279.52	.00	320.48	46.6%
30410 COMMUNICATIONS	17,680.00	.00	17,680.00	14,265.19	.00	3,414.81	80.7%
30420 POSTAGE	50.00	.00	50.00	.00	.00	50.00	.0%
30430 ELECTRIC	26,400.00	.00	26,400.00	18,962.86	.00	7,437.14	71.8%
30431 WATER	12,000.00	.00	12,000.00	11,517.47	.00	482.53	96.0%
30440 RENTAL OF EQUIPMENT	3,660.00	.00	3,660.00	3,453.35	.00	206.65	94.4%
30450 INSURANCE	28,364.00	5,304.17	33,668.17	33,671.42	.00	-3.25	100.0%
30462 VEHICLE REPAIRS/MAINT	.00	.00	.00	18.92	.00	-18.92	100.0%
30463 EQUIPMENT REPAIRS/MAINT	1,224.00	-1,224.00	.00	85.39	.00	-85.39	100.0%
30464 FACILITIES REPAIRS/MAINT	45,000.00	.00	45,000.00	8,958.41	1,499.80	34,541.79	23.2%
30465 SERVICE CONTRACTS	.00	1,224.00	1,224.00	830.62	.00	393.38	67.9%
30470 PRINTING & COPYING	500.00	.00	500.00	1,515.81	.00	-1,015.81	303.2%
30480 ADVERTISING	1,800.00	.00	1,800.00	3,180.07	.00	-1,380.07	176.7%
30481 GOODWILL	18,700.00	.00	18,700.00	14,064.43	.00	4,635.57	75.2%
30491 REDEVELOPMENT TAXES	137,177.61	.00	137,177.61	134,239.00	.00	2,938.61	97.9%
30510 OFFICE SUPPLIES	2,800.00	.00	2,800.00	2,877.59	.00	-77.59	102.8%
30520 SUPPLIES	13,000.00	.00	13,000.00	5,164.00	.00	7,836.00	39.7%
30522 FUEL	500.00	.00	500.00	114.90	.00	385.10	23.0%
TOTAL OPERATING EXPENSES	413,210.11	5,304.17	418,514.28	321,999.37	1,499.80	95,015.11	77.3%
60 CAPITAL OUTLAY							

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT

THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 11
glytdbud

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640 EQUIPMENT PURCHASES	30,000.00	-24,641.00	5,359.00	.00	.00	5,359.00	.0%
TOTAL CAPITAL OUTLAY	30,000.00	-24,641.00	5,359.00	.00	.00	5,359.00	.0%
TOTAL OTHER GEN GOVT SERVICES	449,210.11	-19,336.83	429,873.28	326,526.76	1,499.80	101,846.72	76.3%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01521 LAW ENFORCEMENT							

10 PERSONAL SERVICES							

10110 SALARY	154,511.76	-66,700.00	87,811.76	64,924.80	.00	22,886.96	73.9%
10111 BONUS	1,782.83	.00	1,782.83	812.88	.00	969.95	45.6%
10120 WAGES	811,414.74	.00	811,414.74	711,313.56	.00	100,101.18	87.7%
10121 BONUS	9,212.00	.00	9,212.00	7,479.40	.00	1,732.60	81.2%
10122 SCHOOL CROSSING WAGES	28,765.84	.00	28,765.84	22,306.03	.00	6,459.81	77.5%
10135 RESERVE OTHER WAGES	30,000.00	.00	30,000.00	2,881.74	.00	27,118.26	9.6%
10140 OVERTIME	40,000.00	.00	40,000.00	29,110.99	.00	10,889.01	72.8%
10150 INCENTIVE PAY	29,520.00	.00	29,520.00	14,888.75	.00	14,631.25	50.4%
10151 HOLIDAY PAY	54,084.00	.00	54,084.00	39,536.40	.00	14,547.60	73.1%
10155 UNIFORM ALLOWANCE	10,250.00	.00	10,250.00	7,250.00	.00	3,000.00	70.7%
10210 FICA	108,382.00	-9,820.00	98,562.00	65,462.25	.00	33,099.75	66.4%
10220 RETIREMENT	265,703.00	66,700.00	332,403.00	284,828.84	.00	47,574.16	85.7%
10230 HOSPITALIZATION	154,118.88	.00	154,118.88	121,617.35	.00	32,501.53	78.9%
10233 LIFE INSURANCE	2,322.00	.00	2,322.00	2,088.00	.00	234.00	89.9%
10236 DENTAL INSURANCE	4,809.12	.00	4,809.12	4,100.80	.00	708.32	85.3%
10240 WORKERS COMPENSATION	43,479.00	19,643.02	63,122.02	32,287.34	.00	30,834.68	51.2%
TOTAL PERSONAL SERVICES	1,748,355.17	9,823.02	1,758,178.19	1,410,889.13	.00	347,289.06	80.2%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	10,100.00	.00	10,100.00	5,329.08	.00	4,770.92	52.8%
30340 CONTRACTUAL SERVICES	33,550.00	-2,550.00	31,000.00	25,752.88	.00	5,247.12	83.1%
30400 TRAVEL/PER DIEM	8,000.00	.00	8,000.00	4,448.55	.00	3,551.45	55.6%
30410 COMMUNICATIONS	25,175.00	.00	25,175.00	16,238.28	.00	8,936.72	64.5%
30420 POSTAGE	450.00	.00	450.00	75.40	.00	374.60	16.8%
30440 RENTAL OF EQUIPMENT	1,620.00	.00	1,620.00	1,059.12	.00	560.88	65.4%
30443 LEASE PAYMENT	100.00	.00	100.00	.00	.00	100.00	.0%
30450 INSURANCE	69,484.00	12,993.76	82,477.76	82,485.71	.00	-7.95	100.0%
30461 RADIO REPAIRS/MAINT	10,040.00	.00	10,040.00	5,868.66	.00	4,171.34	58.5%
30462 VEHICLE REPAIRS/MAINT	20,000.00	2,500.00	22,500.00	20,804.52	.00	1,695.48	92.5%
30463 EQUIPMENT REPAIRS/MAINT	12,460.00	-2,500.00	9,960.00	5,848.69	.00	4,111.31	58.7%
30464 FACILITIES REPAIRS/MAINT	500.00	.00	500.00	190.00	.00	310.00	38.0%
30465 SERVICE CONTRACTS	900.00	.00	900.00	356.92	.00	543.08	39.7%
30470 PRINTING & COPYING	3,000.00	.00	3,000.00	238.87	.00	2,761.13	8.0%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30482 PD DONATIONS EXPENSE	.00	.00	.00	2,850.00	.00	-2,850.00	100.0%
30510 OFFICE SUPPLIES	3,000.00	.00	3,000.00	704.27	.00	2,295.73	23.5%
30520 SUPPLIES	6,900.00	2,550.00	9,450.00	7,041.00	.00	2,409.00	74.5%
30521 UNIFORMS	15,400.00	.00	15,400.00	7,606.69	.00	7,793.31	49.4%
30522 FUEL	59,000.00	.00	59,000.00	47,508.96	.00	11,491.04	80.5%
30524 PROMOTIONAL	3,500.00	.00	3,500.00	2,339.17	.00	1,160.83	66.8%
30540 PROFESSIONAL BOOKS	700.00	.00	700.00	705.90	.00	-5.90	100.8%
30542 TRAINING & EDUCATION	.00	19,900.00	19,900.00	1,886.00	.00	18,014.00	9.5%
30543 2ND DOLLAR TNG/POLICE ED F	1,593.00	.00	1,593.00	817.88	.00	775.12	51.3%
30544 MEMBERSHIPS	465.00	.00	465.00	315.00	.00	150.00	67.7%
30545 TUITION REIMBURSEMENT	11,600.00	.00	11,600.00	1,207.30	.00	10,392.70	10.4%
TOTAL OPERATING EXPENSES	297,537.00	32,893.76	330,430.76	241,678.85	.00	88,751.91	73.1%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	9,700.00	21,000.00	30,700.00	25,532.56	1,333.99	3,833.45	87.5%
60643 EQUIP PURCH NONREPAIRABLE	1,000.00	.00	1,000.00	.00	.00	1,000.00	.0%
60648 EQUIPMENT PURCHASE GRANT	.00	5,492.00	5,492.00	5,970.00	.00	-478.00	108.7%
60649 EQUIPMENT - VEHICLES	95,000.00	.00	95,000.00	93,243.05	850.00	906.95	99.0%
TOTAL CAPITAL OUTLAY	105,700.00	26,492.00	132,192.00	124,745.61	2,183.99	5,262.40	96.0%
90 NON-OPERATING							
90990 CONTINGENCY FUND	500.00	.00	500.00	.00	.00	500.00	.0%
TOTAL NON-OPERATING	500.00	.00	500.00	.00	.00	500.00	.0%
TOTAL LAW ENFORCEMENT	2,152,092.17	69,208.78	2,221,300.95	1,777,313.59	2,183.99	441,803.37	80.1%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01522 FIRE CONTROL							

10 PERSONAL SERVICES							

10120 WAGES	192,720.00	.00	192,720.00	162,877.54	.00	29,842.46	84.5%
10121 BONUS	1,200.00	.00	1,200.00	1,800.00	.00	-600.00	150.0%
10132 STIPENDS- FIREFIGHTERS	42,944.72	.00	42,944.72	16,583.11	.00	26,361.61	38.6%
10210 FICA	18,123.00	.00	18,123.00	13,829.64	.00	4,293.36	76.3%
10220 RETIREMENT	2,151.00	.00	2,151.00	805.74	.00	1,345.26	37.5%
10225 STATE FF RETIREMENT CONTRI	15,435.00	.00	15,435.00	.00	.00	15,435.00	.0%
10233 LIFE INSURANCE	1,296.00	.00	1,296.00	.00	.00	1,296.00	.0%
10240 WORKERS COMPENSATION	11,633.00	2,628.19	14,261.19	8,638.79	.00	5,622.40	60.6%
TOTAL PERSONAL SERVICES	285,502.72	2,628.19	288,130.91	204,534.82	.00	83,596.09	71.0%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	5,643.75	.00	5,643.75	1,135.00	.00	4,508.75	20.1%
30340 CONTRACTUAL SERVICES	5,735.00	10,000.00	15,735.00	5,563.31	.00	10,171.69	35.4%
30345 CONTRACTUAL VILLAGES	330,279.60	.00	330,279.60	306,448.50	27,858.90	-4,027.80	101.2%
30400 TRAVEL/PER DIEM	260.00	.00	260.00	.00	.00	260.00	.0%
30410 COMMUNICATIONS	13,392.00	.00	13,392.00	7,519.42	.00	5,872.58	56.1%
30420 POSTAGE	263.00	.00	263.00	123.54	.00	139.46	47.0%
30430 ELECTRIC	9,891.00	.00	9,891.00	6,770.30	.00	3,120.70	68.4%
30431 WATER	1,386.00	.00	1,386.00	801.98	.00	584.02	57.9%
30440 RENTAL OF EQUIPMENT	1,700.00	.00	1,700.00	.00	.00	1,700.00	.0%
30450 INSURANCE	30,700.00	5,741.03	36,441.03	39,403.52	.00	-2,962.49	108.1%
30461 RADIO REPAIRS/MAINT	7,510.20	.00	7,510.20	3,676.43	.00	3,833.77	49.0%
30462 VEHICLE REPAIRS/MAINT	16,000.00	.00	16,000.00	11,600.29	43,729.91	-39,330.20	345.8%
30463 EQUIPMENT REPAIRS/MAINT	10,390.00	.00	10,390.00	3,790.92	1,163.00	5,436.08	47.7%
30464 FACILITIES REPAIRS/MAINT	3,150.00	.00	3,150.00	1,422.04	.00	1,727.96	45.1%
30465 SERVICE CONTRACTS	210.00	.00	210.00	.00	.00	210.00	.0%
30481 GOODWILL	310.00	.00	310.00	.00	.00	310.00	.0%
30490 MISC EXPENSE	600.00	.00	600.00	183.79	.00	416.21	30.6%
30510 OFFICE SUPPLIES	896.00	.00	896.00	192.62	.00	703.38	21.5%
30520 SUPPLIES	10,100.00	.00	10,100.00	10,353.77	.00	-253.77	102.5%
30521 UNIFORMS	8,575.00	.00	8,575.00	7,369.37	194.52	1,011.11	88.2%
30522 FUEL	9,560.00	.00	9,560.00	6,630.56	.00	2,929.44	69.4%
30524 PROMOTIONAL	1,200.00	.00	1,200.00	575.36	.00	624.64	47.9%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30526 PROTECTIVE CLOTHING	11,764.00	.00	11,764.00	6,388.48	1,949.50	3,426.02	70.9%
30540 PROFESSIONAL BOOKS	1,000.00	.00	1,000.00	458.13	.00	541.87	45.8%
30541 SUBSCRIPTIONS	130.00	.00	130.00	83.25	.00	46.75	64.0%
30542 TRAINING & EDUCATION	11,000.00	.00	11,000.00	6,367.19	.00	4,632.81	57.9%
30544 MEMBERSHIPS	585.00	.00	585.00	384.88	.00	200.12	65.8%
TOTAL OPERATING EXPENSES	492,230.55	15,741.03	507,971.58	427,242.65	74,895.83	5,833.10	98.9%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	10,000.00	-10,000.00	.00	9,240.72	.00	-9,240.72	100.0%
60649 EQUIPMENT - VEHICLES	10,000.00	.00	10,000.00	.00	.00	10,000.00	.0%
TOTAL CAPITAL OUTLAY	20,000.00	-10,000.00	10,000.00	9,240.72	.00	759.28	92.4%
TOTAL FIRE CONTROL	797,733.27	8,369.22	806,102.49	641,018.19	74,895.83	90,188.47	88.8%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01524 BUILDING & ZONING							

10 PERSONAL SERVICES							

10110 SALARY	53,560.00	.00	53,560.00	47,646.25	.00	5,913.75	89.0%
10111 BONUS	618.00	.00	618.00	618.00	.00	.00	100.0%
10120 WAGES	104,208.37	.00	104,208.37	92,296.95	.00	11,911.42	88.6%
10121 BONUS	1,226.40	.00	1,226.40	955.84	.00	270.56	77.9%
10210 FICA	15,459.55	.00	15,459.55	10,387.89	.00	5,071.66	67.2%
10220 RETIREMENT	13,203.46	.00	13,203.46	11,611.64	.00	1,591.82	87.9%
10230 HOSPITALIZATION	28,673.28	.00	28,673.28	28,673.28	.00	.00	100.0%
10233 LIFE INSURANCE	432.00	.00	432.00	432.00	.00	.00	100.0%
10236 DENTAL INSURANCE	894.72	.00	894.72	894.72	.00	.00	100.0%
10240 WORKERS COMPENSATION	340.00	76.81	416.81	252.30	.00	164.51	60.5%
TOTAL PERSONAL SERVICES	218,615.78	76.81	218,692.59	193,768.87	.00	24,923.72	88.6%

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	67,400.00	.00	67,400.00	16,512.88	.00	50,887.12	24.5%
30312 PLANNING FEES	120,000.00	-51,000.00	69,000.00	34,538.99	.00	34,461.01	50.1%
30340 CONTRACTUAL SERVICES	196,172.00	50,000.00	246,172.00	247,182.12	.00	-1,010.12	100.4%
30400 TRAVEL/PER DIEM	1,500.00	.00	1,500.00	734.64	.00	765.36	49.0%
30410 COMMUNICATIONS	2,409.84	.00	2,409.84	978.24	.00	1,431.60	40.6%
30420 POSTAGE	13,500.00	.00	13,500.00	1,934.63	.00	11,565.37	14.3%
30450 INSURANCE	2,420.00	452.55	2,872.55	2,872.83	.00	-.28	100.0%
30462 VEHICLE REPAIRS/MAINT	.00	500.00	500.00	56.77	.00	443.23	11.4%
30463 EQUIPMENT REPAIRS/MAINT	5,000.00	-5,000.00	.00	.00	.00	.00	.0%
30465 SERVICE CONTRACTS	.00	5,000.00	5,000.00	1,637.93	.00	3,362.07	32.8%
30470 PRINTING & COPYING	3,000.00	.00	3,000.00	90.00	.00	2,910.00	3.0%
30497 RECORDING/FILING FEES	.00	1,000.00	1,000.00	848.89	.00	151.11	84.9%
30510 OFFICE SUPPLIES	5,000.00	-1,097.00	3,903.00	1,114.27	.00	2,788.73	28.5%
30520 SUPPLIES	500.00	-170.00	330.00	142.92	.00	187.08	43.3%
30522 FUEL	.00	767.00	767.00	271.13	.00	495.87	35.3%
30540 PROFESSIONAL BOOKS	3,000.00	.00	3,000.00	1,495.00	.00	1,505.00	49.8%
30542 TRAINING & EDUCATION	1,600.00	-200.00	1,400.00	1,073.00	.00	327.00	76.6%
30544 MEMBERSHIPS	250.00	200.00	450.00	335.00	.00	115.00	74.4%
TOTAL OPERATING EXPENSES	421,751.84	452.55	422,204.39	311,819.24	.00	110,385.15	73.9%

60 CAPITAL OUTLAY							

60 CAPITAL OUTLAY

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01524 BUILDING & ZONING							
60630 IMPROVEMENTS	12,000.00	.00	12,000.00	337.29	.00	11,662.71	2.8%
60640 EQUIPMENT PURCHASES	.00	221.00	221.00	221.00	.00	.00	100.0%
TOTAL CAPITAL OUTLAY	12,000.00	221.00	12,221.00	558.29	.00	11,662.71	4.6%
TOTAL BUILDING & ZONING	652,367.62	750.36	653,117.98	506,146.40	.00	146,971.58	77.5%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01534 SOLID WASTE							

30 OPERATING EXPENSES							

30434 SOLID WASTE COLLECTION	219,581.00	.00	219,581.00	189,247.46	.00	30,333.54	86.2%
30435 SOLID WASTE DISPOSAL	197,944.00	.00	197,944.00	160,088.37	.00	37,855.63	80.9%
30436 YARDWASTE COLLECTION	32,376.00	.00	32,376.00	29,346.13	.00	3,029.87	90.6%
30437 YARDWASTE DISPOSAL	12,056.00	.00	12,056.00	10,469.82	.00	1,586.18	86.8%
30438 RECYCLE	44,931.00	.00	44,931.00	39,301.55	.00	5,629.45	87.5%
TOTAL OPERATING EXPENSES	506,888.00	.00	506,888.00	428,453.33	.00	78,434.67	84.5%
TOTAL SOLID WASTE	506,888.00	.00	506,888.00	428,453.33	.00	78,434.67	84.5%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01538 STORMWATER MANAGEMENT							

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,500.00	.00	2,500.00	.00	.00	2,500.00	.0%
30312 PLANNING FEES	500.00	.00	500.00	.00	.00	500.00	.0%
30340 CONTRACTUAL SERVICES	7,500.00	.00	7,500.00	6,750.00	.00	750.00	90.0%
30400 TRAVEL/PER DIEM	250.00	.00	250.00	.00	.00	250.00	.0%
30467 SYSTEM REPAIRS	10,000.00	.00	10,000.00	2,688.00	.00	7,312.00	26.9%
30470 PRINTING & COPYING	200.00	.00	200.00	.00	.00	200.00	.0%
30480 ADVERTISING	200.00	.00	200.00	.00	.00	200.00	.0%
30510 OFFICE SUPPLIES	200.00	.00	200.00	.00	.00	200.00	.0%
30520 SUPPLIES	500.00	.00	500.00	.00	.00	500.00	.0%
30542 TRAINING & EDUCATION	500.00	.00	500.00	.00	.00	500.00	.0%
30544 MEMBERSHIPS	425.00	.00	425.00	.00	.00	425.00	.0%
TOTAL OPERATING EXPENSES	22,775.00	.00	22,775.00	9,438.00	.00	13,337.00	41.4%

60 CAPITAL OUTLAY							

60630 IMPROVEMENTS	100,000.00	.00	100,000.00	.00	.00	100,000.00	.0%
TOTAL CAPITAL OUTLAY	100,000.00	.00	100,000.00	.00	.00	100,000.00	.0%
TOTAL STORMWATER MANAGEMENT	122,775.00	.00	122,775.00	9,438.00	.00	113,337.00	7.7%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01541 ROAD & STREET FACILITIES							

10 PERSONAL SERVICES							

10110 SALARY	34,246.50	780.00	35,026.50	31,067.32	.00	3,959.18	88.7%
10111 BONUS	395.00	.00	395.00	395.16	.00	-.16	100.0%
10120 WAGES	76,859.00	-4,352.00	72,507.00	50,048.58	.00	22,458.42	69.0%
10121 BONUS	887.00	-50.00	837.00	197.76	.00	639.24	23.6%
10140 OVERTIME	6,000.00	.00	6,000.00	1,774.09	.00	4,225.91	29.6%
10210 FICA	9,661.00	-301.00	9,360.00	6,258.72	.00	3,101.28	66.9%
10220 RETIREMENT	7,895.00	-321.00	7,574.00	4,567.70	.00	3,006.30	60.3%
10230 HOSPITALIZATION	17,920.80	.00	17,920.80	14,934.00	.00	2,986.80	83.3%
10233 LIFE INSURANCE	270.00	.00	270.00	261.00	.00	9.00	96.7%
10236 DENTAL INSURANCE	559.20	.00	559.20	466.00	.00	93.20	83.3%
10240 WORKERS COMPENSATION	10,998.00	2,148.73	13,146.73	8,166.79	.00	4,979.94	62.1%
TOTAL PERSONAL SERVICES	165,691.50	-2,095.27	163,596.23	118,137.12	.00	45,459.11	72.2%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	10,000.00	.00	10,000.00	4,571.15	.00	5,428.85	45.7%
30400 TRAVEL/PER DIEM	950.00	.00	950.00	75.08	.00	874.92	7.9%
30410 COMMUNICATIONS	2,736.00	.00	2,736.00	1,711.32	.00	1,024.68	62.5%
30420 POSTAGE	10.00	.00	10.00	8.56	.00	1.44	85.6%
30430 ELECTRIC	86,004.00	.00	86,004.00	63,905.86	.00	22,098.14	74.3%
30431 WATER	960.00	.00	960.00	818.20	.00	141.80	85.2%
30440 RENTAL OF EQUIPMENT	500.00	.00	500.00	883.39	.00	-383.39	176.7%
30450 INSURANCE	27,800.00	5,198.70	32,998.70	33,001.88	.00	-3.18	100.0%
30460 REPAIRS	39,250.00	.00	39,250.00	29,694.32	.00	9,555.68	75.7%
30461 RADIO REPAIRS/MAINT	4,000.00	.00	4,000.00	1,872.00	.00	2,128.00	46.8%
30462 VEHICLE REPAIRS/MAINT	5,000.00	.00	5,000.00	3,572.37	.00	1,427.63	71.4%
30463 EQUIPMENT REPAIRS/MAINT	3,500.00	.00	3,500.00	1,511.43	.00	1,988.57	43.2%
30464 FACILITIES REPAIRS/MAINT	11,672.00	.00	11,672.00	3,635.99	.00	8,036.01	31.2%
30490 MISC EXPENSE	2,500.00	.00	2,500.00	848.00	.00	1,652.00	33.9%
30510 OFFICE SUPPLIES	1,500.00	.00	1,500.00	607.87	.00	892.13	40.5%
30520 SUPPLIES	11,000.00	4,580.00	15,580.00	10,375.15	.00	5,204.85	66.6%
30521 UNIFORMS	1,800.00	.00	1,800.00	1,057.55	.00	742.45	58.8%
30522 FUEL	6,500.00	.00	6,500.00	1,298.35	.00	5,201.65	20.0%
30542 TRAINING & EDUCATION	1,000.00	.00	1,000.00	.00	.00	1,000.00	.0%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30544 MEMBERSHIPS	650.00	.00	650.00	.00	.00	650.00	.0%
TOTAL OPERATING EXPENSES	217,332.00	9,778.70	227,110.70	159,448.47	.00	67,662.23	70.2%

60 CAPITAL OUTLAY							
60631 STREETS & ROAD RESURFACING	91,600.00	-75,000.00	16,600.00	2,883.35	.00	13,716.65	17.4%
60640 EQUIPMENT PURCHASES	.00	3,420.00	3,420.00	3,415.37	.00	4.63	99.9%
TOTAL CAPITAL OUTLAY	91,600.00	-71,580.00	20,020.00	6,298.72	.00	13,721.28	31.5%
TOTAL ROAD & STREET FACILITIES	474,623.50	-63,896.57	410,726.93	283,884.31	.00	126,842.62	69.1%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01571 LIBRARY	-----						
10 PERSONAL SERVICES							

10110 SALARY	50,368.00	2,610.00	52,978.00	46,664.80	.00	6,313.20	88.1%
10111 BONUS	581.00	.00	581.00	581.28	.00	-.28	100.0%
10120 WAGES	169,778.00	-2,763.00	167,015.00	117,970.94	.00	49,044.06	70.6%
10121 BONUS	2,049.00	.00	2,049.00	1,082.32	.00	966.68	52.8%
10140 OVERTIME	1,000.00	.00	1,000.00	313.37	.00	686.63	31.3%
10210 FICA	18,304.00	-36.00	18,268.00	12,440.13	.00	5,827.87	68.1%
10220 RETIREMENT	15,494.00	-98.00	15,396.00	11,123.55	.00	4,272.45	72.2%
10230 HOSPITALIZATION	28,673.28	-17,323.00	11,350.28	8,106.28	.00	3,244.00	71.4%
10233 LIFE INSURANCE	432.00	-45.00	387.00	234.00	.00	153.00	60.5%
10236 DENTAL INSURANCE	894.72	-93.00	801.72	260.96	.00	540.76	32.6%
10240 WORKERS COMPENSATION	471.00	106.41	577.41	350.17	.00	227.24	60.6%
TOTAL PERSONAL SERVICES	288,045.00	-17,641.59	270,403.41	199,127.80	.00	71,275.61	73.6%
30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	18,588.00	.00	18,588.00	10,208.94	1,573.00	6,806.06	63.4%
30400 TRAVEL/PER DIEM	1,150.00	.00	1,150.00	378.62	.00	771.38	32.9%
30410 COMMUNICATIONS	21,780.00	.00	21,780.00	19,608.19	.00	2,171.81	90.0%
30420 POSTAGE	700.00	.00	700.00	252.44	.00	447.56	36.1%
30430 ELECTRIC	11,520.00	.00	11,520.00	15,739.61	.00	-4,219.61	136.6%
30431 WATER	2,376.00	.00	2,376.00	4,298.90	.00	-1,922.90	180.9%
30450 INSURANCE	6,912.00	1,292.57	8,204.57	8,205.35	.00	-.78	100.0%
30464 FACILITIES REPAIRS/MAINT	3,560.00	.00	3,560.00	7,005.26	.00	-3,445.26	196.8%
30465 SERVICE CONTRACTS	1,344.00	.00	1,344.00	863.89	.00	480.11	64.3%
30483 PROGRAMS	1,900.00	.00	1,900.00	1,685.29	.00	214.71	88.7%
30510 OFFICE SUPPLIES	8,500.00	.00	8,500.00	5,592.22	.00	2,907.78	65.8%
30520 SUPPLIES	6,850.00	.00	6,850.00	6,985.11	.00	-135.11	102.0%
30524 PROMOTIONAL	1,750.00	2,000.00	3,750.00	3,921.67	.00	-171.67	104.6%
30541 SUBSCRIPTIONS	2,000.00	.00	2,000.00	2,415.43	.00	-415.43	120.8%
30542 TRAINING & EDUCATION	2,145.00	-2,000.00	145.00	.00	.00	145.00	.0%
30544 MEMBERSHIPS	345.00	.00	345.00	124.00	.00	221.00	35.9%
30545 TUITION REIMBURSEMENT	500.00	.00	500.00	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES	91,920.00	1,292.57	93,212.57	87,284.92	1,573.00	4,354.65	95.3%
60 CAPITAL OUTLAY							

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01571 LIBRARY							
60640 EQUIPMENT PURCHASES	.00	41,948.00	41,948.00	24,678.67	.00	17,269.33	58.8%
60647 EQUIPMENT-DONATIONS	.00	.00	.00	-100.00	.00	100.00	100.0%
60660 LIBRARY BOOKS	73,000.00	-20,000.00	53,000.00	25,371.05	76.33	27,552.62	48.0%
60663 LIBRARY CONSTRUCTION	258,110.50	744,786.00	1,002,896.50	898,035.96	.00	104,860.54	89.5%
60664 LIBRARY DVDS	3,500.00	.00	3,500.00	3,209.74	.00	290.26	91.7%
TOTAL CAPITAL OUTLAY	334,610.50	766,734.00	1,101,344.50	951,195.42	76.33	150,072.75	86.4%
TOTAL LIBRARY	714,575.50	750,384.98	1,464,960.48	1,237,608.14	1,649.33	225,703.01	84.6%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01572 MUNICIPAL POOL							

10 PERSONAL SERVICES							

10120 WAGES	44,642.00	.00	44,642.00	23,529.60	.00	21,112.40	52.7%
10140 OVERTIME	500.00	.00	500.00	24.75	.00	475.25	5.0%
10210 FICA	3,453.00	.00	3,453.00	1,802.09	.00	1,650.91	52.2%
10240 WORKERS COMPENSATION	1,842.00	416.15	2,258.15	1,368.02	.00	890.13	60.6%
TOTAL PERSONAL SERVICES	50,437.00	416.15	50,853.15	26,724.46	.00	24,128.69	52.6%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	1,700.00	.00	1,700.00	699.20	.00	1,000.80	41.1%
30400 TRAVEL/PER DIEM	2,100.00	.00	2,100.00	.00	.00	2,100.00	.0%
30410 COMMUNICATIONS	2,388.00	.00	2,388.00	2,148.61	.00	239.39	90.0%
30420 POSTAGE	25.00	.00	25.00	10.00	.00	15.00	40.0%
30430 ELECTRIC	7,200.00	.00	7,200.00	7,149.30	.00	50.70	99.3%
30431 WATER	6,420.00	.00	6,420.00	3,521.70	.00	2,898.30	54.9%
30440 RENTAL OF EQUIPMENT	1,020.00	.00	1,020.00	.00	.00	1,020.00	.0%
30450 INSURANCE	4,452.00	832.54	5,284.54	5,285.06	.00	-.52	100.0%
30463 EQUIPMENT REPAIRS/MAINT	550.00	.00	550.00	.00	.00	550.00	.0%
30464 FACILITIES REPAIRS/MAINT	5,700.00	1,582.91	7,282.91	7,456.69	.00	-173.78	102.4%
30470 PRINTING & COPYING	200.00	.00	200.00	.00	.00	200.00	.0%
30480 ADVERTISING	800.00	.00	800.00	675.00	.00	125.00	84.4%
30499 LICENSE/PERMITS	275.00	75.00	350.00	350.00	.00	.00	100.0%
30510 OFFICE SUPPLIES	300.00	.00	300.00	.00	.00	300.00	.0%
30520 SUPPLIES	3,500.00	3,000.00	6,500.00	676.32	.00	5,823.68	10.4%
30521 UNIFORMS	1,408.00	.00	1,408.00	1,123.63	.00	284.37	79.8%
30529 POOL CHEMICALS	13,000.00	-4,657.91	8,342.09	3,904.88	.00	4,437.21	46.8%
30530 POOL CONCESSION	2,500.00	.00	2,500.00	1,328.49	.00	1,171.51	53.1%
30542 TRAINING & EDUCATION	3,600.00	.00	3,600.00	2,209.40	.00	1,390.60	61.4%
30544 MEMBERSHIPS	600.00	.00	600.00	100.00	.00	500.00	16.7%
TOTAL OPERATING EXPENSES	57,738.00	832.54	58,570.54	36,638.28	.00	21,932.26	62.6%

60 CAPITAL OUTLAY							

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640 EQUIPMENT PURCHASES	13,200.00	.00	13,200.00	1,058.93	.00	12,141.07	8.0%
TOTAL CAPITAL OUTLAY	13,200.00	.00	13,200.00	1,058.93	.00	12,141.07	8.0%
TOTAL MUNICIPAL POOL	121,375.00	1,248.69	122,623.69	64,421.67	.00	58,202.02	52.5%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01573 PARKS/RECREATION MAINTENANCE							

10 PERSONAL SERVICES							

10120 WAGES	70,871.00	.00	70,871.00	59,367.67	.00	11,503.33	83.8%
10121 BONUS	818.00	.00	818.00	817.92	.00	.08	100.0%
10140 OVERTIME	3,000.00	.00	3,000.00	1,556.54	.00	1,443.46	51.9%
10210 FICA	6,076.00	261.00	6,337.00	4,910.60	.00	1,426.40	77.5%
10220 RETIREMENT	4,740.00	257.00	4,997.00	3,989.69	.00	1,007.31	79.8%
10230 HOSPITALIZATION	14,336.64	.00	14,336.64	14,079.88	.00	256.76	98.2%
10233 LIFE INSURANCE	216.00	.00	216.00	216.00	.00	.00	100.0%
10236 DENTAL INSURANCE	447.36	.00	447.36	447.36	.00	.00	100.0%
10240 WORKERS COMPENSATION	3,047.00	816.40	3,863.40	2,263.10	.00	1,600.30	58.6%
TOTAL PERSONAL SERVICES	103,552.00	1,334.40	104,886.40	87,648.76	.00	17,237.64	83.6%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	22,300.00	2,700.00	25,000.00	10,776.50	.00	14,223.50	43.1%
30410 COMMUNICATIONS	36.00	.00	36.00	171.95	.00	-135.95	477.6%
30430 ELECTRIC	13,920.00	.00	13,920.00	5,235.13	.00	8,684.87	37.6%
30431 WATER	4,000.00	.00	4,000.00	4,106.84	.00	-106.84	102.7%
30440 RENTAL OF EQUIPMENT	1,000.00	.00	1,000.00	1,134.00	.00	-134.00	113.4%
30450 INSURANCE	14,560.00	2,722.77	17,282.77	17,284.43	.00	-1.66	100.0%
30462 VEHICLE REPAIRS/MAINT	6,000.00	.00	6,000.00	2,791.01	.00	3,208.99	46.5%
30463 EQUIPMENT REPAIRS/MAINT	7,450.00	.00	7,450.00	3,718.95	.00	3,731.05	49.9%
30464 FACILITIES REPAIRS/MAINT	19,500.00	-2,700.00	16,800.00	3,222.77	.00	13,577.23	19.2%
30510 OFFICE SUPPLIES	500.00	.00	500.00	572.65	.00	-72.65	114.5%
30520 SUPPLIES	9,000.00	3,120.00	12,120.00	6,149.59	.00	5,970.41	50.7%
30521 UNIFORMS	2,016.00	.00	2,016.00	1,395.11	.00	620.89	69.2%
30522 FUEL	6,000.00	.00	6,000.00	4,581.75	.00	1,418.25	76.4%
53901 CEMETERY COSTS	.00	.00	.00	2,506.76	.00	-2,506.76	100.0%
TOTAL OPERATING EXPENSES	106,282.00	5,842.77	112,124.77	63,647.44	.00	48,477.33	56.8%

60 CAPITAL OUTLAY							

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT

THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 27
glytbdud

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60637 GARDENIA PARK	50,000.00	.00	50,000.00	.00	.00	50,000.00	.0%
60640 EQUIPMENT PURCHASES	6,500.00	-3,766.00	2,734.00	3,907.25	.00	-1,173.25	142.9%
TOTAL CAPITAL OUTLAY	56,500.00	-3,766.00	52,734.00	3,907.25	.00	48,826.75	7.4%
TOTAL PARKS/RECREATION MAINTEN	266,334.00	3,411.17	269,745.17	155,203.45	.00	114,541.72	57.5%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01574 RECREATION							

10 PERSONAL SERVICES							

10110 SALARY	50,367.82	.00	50,367.82	44,564.80	.00	5,803.02	88.5%
10111 BONUS	581.17	.00	581.17	581.28	.00	-.11	100.0%
10120 WAGES	37,907.09	.00	37,907.09	21,013.54	.00	16,893.55	55.4%
10121 BONUS	300.00	.00	300.00	467.56	.00	-167.56	155.9%
10159 PHONE ALLOWANCE	180.00	.00	180.00	90.00	.00	90.00	50.0%
10210 FICA	7,378.24	.00	7,378.24	4,765.41	.00	2,612.83	64.6%
10220 RETIREMENT	7,291.51	.00	7,291.51	5,302.05	.00	1,989.46	72.7%
10230 HOSPITALIZATION	7,168.32	.00	7,168.32	7,168.32	.00	.00	100.0%
10233 LIFE INSURANCE	108.00	.00	108.00	108.00	.00	.00	100.0%
10236 DENTAL INSURANCE	223.68	.00	223.68	223.68	.00	.00	100.0%
10240 WORKERS COMPENSATION	3,637.00	821.67	4,458.67	2,700.50	.00	1,758.17	60.6%
TOTAL PERSONAL SERVICES	115,142.83	821.67	115,964.50	86,985.14	.00	28,979.36	75.0%
30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	31,025.00	-4,300.00	26,725.00	25,390.59	.00	1,334.41	95.0%
30400 TRAVEL/PER DIEM	6,499.98	-4,500.00	1,999.98	1,005.71	.00	994.27	50.3%
30410 COMMUNICATIONS	3,960.00	.00	3,960.00	3,644.50	.00	315.50	92.0%
30420 POSTAGE	300.00	.00	300.00	8.67	.00	291.33	2.9%
30430 ELECTRIC	1,200.00	.00	1,200.00	1,446.86	.00	-246.86	120.6%
30431 WATER	420.00	.00	420.00	679.47	.00	-259.47	161.8%
30450 INSURANCE	2,920.00	546.05	3,466.05	3,466.38	.00	-.33	100.0%
30462 VEHICLE REPAIRS/MAINT	500.00	.00	500.00	41.00	.00	459.00	8.2%
30463 EQUIPMENT REPAIRS/MAINT	3,850.00	.00	3,850.00	.00	.00	3,850.00	.0%
30464 FACILITIES REPAIRS/MAINT	1,000.00	.00	1,000.00	2,039.51	.00	-1,039.51	204.0%
30470 PRINTING & COPYING	2,000.00	.00	2,000.00	.00	.00	2,000.00	.0%
30480 ADVERTISING	7,500.00	.00	7,500.00	3,111.44	.00	4,388.56	41.5%
30510 OFFICE SUPPLIES	900.00	3,800.00	4,700.00	1,147.11	.00	3,552.89	24.4%
30519 SUPPLIES SENIOR SOCIAL	4,800.00	.00	4,800.00	4,128.37	.00	671.63	86.0%
30520 SUPPLIES	6,700.00	5,000.00	11,700.00	10,635.76	.00	1,064.24	90.9%
30522 FUEL	800.00	.00	800.00	184.06	.00	615.94	23.0%
30542 TRAINING & EDUCATION	2,800.00	.00	2,800.00	425.00	.00	2,375.00	15.2%
30544 MEMBERSHIPS	905.75	.00	905.75	285.00	.00	620.75	31.5%
TOTAL OPERATING EXPENSES	78,080.73	546.05	78,626.78	57,639.43	.00	20,987.35	73.3%

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

60 CAPITAL OUTLAY	-----						
60630 IMPROVEMENTS	60,000.00	-8,028.00	51,972.00	.00	.00	51,972.00	.0%
60632 SOCCER FIELD	.00	9,528.00	9,528.00	28,828.00	.00	-19,300.00	302.6%
60640 EQUIPMENT PURCHASES	6,500.00	-6,500.00	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	66,500.00	-5,000.00	61,500.00	28,828.00	.00	32,672.00	46.9%
TOTAL RECREATION	259,723.56	-3,632.28	256,091.28	173,452.57	.00	82,638.71	67.7%

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 30
glytbdud

FOR 2019 11

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01581 INTERFUND TRANSFERS	-----						
90 NON-OPERATING							

90914 XFER TO UTILITY	240,000.00	7,841.21	247,841.21	200,000.00	.00	47,841.21	80.7%
90920 TRANSFER TO RESERVE	220,000.00	-64,270.00	155,730.00	.00	.00	155,730.00	.0%
90921 TRANSFER TO PAVING FUND	.00	75,000.00	75,000.00	.00	.00	75,000.00	.0%
TOTAL NON-OPERATING	460,000.00	18,571.21	478,571.21	200,000.00	.00	278,571.21	41.8%
TOTAL INTERFUND TRANSFERS	460,000.00	18,571.21	478,571.21	200,000.00	.00	278,571.21	41.8%
TOTAL GENERAL FUND	-19,900.16	19,900.00	-.16	-1,694,018.60	82,832.41	1,611,186.03	%
<u>TOTAL REVENUES</u>	-7,756,429.16	-749,478.00	-8,505,907.16	-8,106,498.78	.00	-399,408.38	
<u>TOTAL EXPENSES</u>	7,736,529.00	769,378.00	8,505,907.00	6,412,480.18	82,832.41	2,010,594.41	

FOR 2019 11

ACCOUNTS FOR: 200 REDEVELOPMENT TRUST FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

20001 REDEVELOPMENT FUND REVENUE							

33 INTERGOVERN. REVENUE							

33901 CITY OF FRUITLAND PARK	-137,177.61	.00	-137,177.61	-134,239.00	.00	-2,938.61	97.9%
33902 LAKE COUNTY COMMISSION	-168,210.82	.00	-168,210.82	-167,637.00	.00	-573.82	99.7%
33903 LAKE CO WATER AUTHORITY	-8,788.90	.00	-8,788.90	-16,808.20	.00	8,019.30	191.2%
33904 LAKE CO AMBULANCE DISTRICT	-15,213.91	.00	-15,213.91	-15,163.00	.00	-50.91	99.7%
TOTAL INTERGOVERN. REVENUE	-329,391.24	.00	-329,391.24	-333,847.20	.00	4,455.96	101.4%

36 MISC. REVENUE							

36110 INTEREST INCOME	-1,274.00	.00	-1,274.00	-3,948.39	.00	2,674.39	309.9%
TOTAL MISC. REVENUE	-1,274.00	.00	-1,274.00	-3,948.39	.00	2,674.39	309.9%
TOTAL REDEVELOPMENT FUND REVEN	-330,665.24	.00	-330,665.24	-337,795.59	.00	7,130.35	102.2%

FOR 2019 11

ACCOUNTS FOR: 200 REDEVELOPMENT TRUST FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

20511 COMMUNITY REDEVELOPMENT							

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,000.00	.00	2,000.00	.00	.00	2,000.00	.0%
30313 PROFESSIONAL FEES	2,000.00	.00	2,000.00	620.00	.00	1,380.00	31.0%
30316 GRANT PROGRAM	.00	25,000.00	25,000.00	.00	.00	25,000.00	.0%
30479 ABATEMENT	5,000.00	.00	5,000.00	.00	.00	5,000.00	.0%
30490 MISC EXPENSE	5,000.00	.00	5,000.00	.00	.00	5,000.00	.0%
30544 MEMBERSHIPS	570.00	.00	570.00	175.00	.00	395.00	30.7%
TOTAL OPERATING EXPENSES	14,570.00	25,000.00	39,570.00	795.00	.00	38,775.00	2.0%
60 CAPITAL OUTLAY							

60624 MUNICIPAL COMPLEX IMPROVEM	.00	50,400.00	50,400.00	42,143.71	.00	8,256.29	83.6%
60631 STREETS & ROAD RESURFACING	120,000.00	.00	120,000.00	.00	.00	120,000.00	.0%
60636 COMMUNITY CENTER IMPROVEMT	.00	25,000.00	25,000.00	.00	.00	25,000.00	.0%
60655 SYSTEM IMPROVEMENTS	.00	49,600.00	49,600.00	13,596.98	.00	36,003.02	27.4%
TOTAL CAPITAL OUTLAY	120,000.00	125,000.00	245,000.00	55,740.69	.00	189,259.31	22.8%
90 NON-OPERATING							

90990 CONTINGENCY FUND	157,301.00	-150,000.00	7,301.00	.00	.00	7,301.00	.0%
TOTAL NON-OPERATING	157,301.00	-150,000.00	7,301.00	.00	.00	7,301.00	.0%
TOTAL COMMUNITY REDEVELOPMENT	291,871.00	.00	291,871.00	56,535.69	.00	235,335.31	19.4%

FOR 2019 11

ACCOUNTS FOR: 200 REDEVELOPMENT TRUST FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

20581 INTERFUND TRANSFER							

90 NON-OPERATING							

90916 XFER TO GENERAL FUND	38,794.30	.00	38,794.30	29,095.74	.00	9,698.56	75.0%
TOTAL NON-OPERATING	38,794.30	.00	38,794.30	29,095.74	.00	9,698.56	75.0%
TOTAL INTERFUND TRANSFER	38,794.30	.00	38,794.30	29,095.74	.00	9,698.56	75.0%
TOTAL REDEVELOPMENT TRUST FUND	.06	.00	.06	-252,164.16	.00	252,164.22	%
TOTAL REVENUES	-330,665.24	.00	-330,665.24	-337,795.59	.00	7,130.35	
TOTAL EXPENSES	330,665.30	.00	330,665.30	85,631.43	.00	245,033.87	

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 34
glytbdud

FOR 2019 11

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30001 CAPITAL PROJECTS REVENUES							

31 TAXES							

31260 DISCRETIONALY SALES SURTAX	-766,174.00	.00	-766,174.00	-586,070.86	.00	-180,103.14	76.5%
TOTAL TAXES	-766,174.00	.00	-766,174.00	-586,070.86	.00	-180,103.14	76.5%

36 MISC. REVENUE							

36120 INTEREST EARNED	-3,240.00	.00	-3,240.00	-3,357.92	.00	117.92	103.6%
TOTAL MISC. REVENUE	-3,240.00	.00	-3,240.00	-3,357.92	.00	117.92	103.6%
TOTAL CAPITAL PROJECTS REVENUE	-769,414.00	.00	-769,414.00	-589,428.78	.00	-179,985.22	76.6%

FOR 2019 11

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30521 LAW ENFORCEMENT CAP PROJ							

60 CAPITAL OUTLAY							

60649 EQUIPMENT - VEHICLES	67,080.00	.00	67,080.00	61,490.00	5,590.00	.00	100.0%
TOTAL CAPITAL OUTLAY	67,080.00	.00	67,080.00	61,490.00	5,590.00	.00	100.0%
TOTAL LAW ENFORCEMENT CAP PROJ	67,080.00	.00	67,080.00	61,490.00	5,590.00	.00	100.0%

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 36
glytdbud

FOR 2019 11

ACCOUNTS FOR: 300	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30522 FIRE DEPT CAPITAL PROJECT								

60 CAPITAL OUTLAY								

60640	EQUIPMENT PURCHASES	35,720.00	.00	35,720.00	31,299.04	.00	4,420.96	87.6%
	TOTAL CAPITAL OUTLAY	35,720.00	.00	35,720.00	31,299.04	.00	4,420.96	87.6%
	TOTAL FIRE DEPT CAPITAL PROJEC	35,720.00	.00	35,720.00	31,299.04	.00	4,420.96	87.6%

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

30571 LIBRARY CAPITAL PROJECTS							

60 CAPITAL OUTLAY							

60640 EQUIPMENT PURCHASES	263,650.00	-30,000.00	233,650.00	243,901.27	12,833.95	-23,085.22	109.9%
60663 LIBRARY CONSTRUCTION	.00	.00	.00	-320.00	.00	320.00	100.0%
TOTAL CAPITAL OUTLAY	263,650.00	-30,000.00	233,650.00	243,581.27	12,833.95	-22,765.22	109.7%
TOTAL LIBRARY CAPITAL PROJECTS	263,650.00	-30,000.00	233,650.00	243,581.27	12,833.95	-22,765.22	109.7%

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 38
glytdbud

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

30572 RECREATION CAP PROJECTS							

60 CAPITAL OUTLAY							

60632 SOCCER FIELD	12,500.00	31,900.00	44,400.00	42,900.23	.00	1,499.77	96.6%
60640 EQUIPMENT PURCHASES	12,500.00	-12,500.00	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	25,000.00	19,400.00	44,400.00	42,900.23	.00	1,499.77	96.6%
TOTAL RECREATION CAP PROJECTS	25,000.00	19,400.00	44,400.00	42,900.23	.00	1,499.77	96.6%

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

30581 INTERFUND TRANSFERS							

90 NON-OPERATING							

90914 XFER TO UTILITY	358,527.88	.00	358,527.88	344,340.87	.00	14,187.01	96.0%
90916 XFER TO GENERAL FUND	.00	30,000.00	30,000.00	30,000.00	.00	.00	100.0%
90920 TRANSFER TO RESERVE	19,436.00	-19,400.00	36.00	.00	.00	36.00	.0%
TOTAL NON-OPERATING	377,963.88	10,600.00	388,563.88	374,340.87	.00	14,223.01	96.3%
TOTAL INTERFUND TRANSFERS	377,963.88	10,600.00	388,563.88	374,340.87	.00	14,223.01	96.3%
TOTAL CAPITAL PROJECTS FUND	-.12	.00	-.12	164,182.63	18,423.95	-182,606.70	%
<u>TOTAL REVENUES</u>	-769,414.00	.00	-769,414.00	<u>-589,428.78</u>	.00	-179,985.22	
<u>TOTAL EXPENSES</u>	769,413.88	.00	769,413.88	<u>753,611.41</u>	18,423.95	-2,621.48	

FOR 2019 11

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40001 WATER UTILITY REVENUES							

34 CHARGES FOR SERVICES							

34321 BULK WATER SALES	-44,817.00	.00	-44,817.00	-48,244.85	.00	3,427.85	107.6%
34331 SALE OF WATER	-661,608.00	.00	-661,608.00	-609,748.85	.00	-51,859.15	92.2%
34332 INSTALLATION OF METERS	-30,600.00	.00	-30,600.00	-52,322.00	.00	21,722.00	171.0%
34333 BACKFLOW INSTALLATION	-4,165.00	.00	-4,165.00	-7,266.14	.00	3,101.14	174.5%
34334 WATER LINE INSTALLATION	-513.00	.00	-513.00	.00	.00	-513.00	.0%
34335 OTHER REVENUES	-61,421.00	.00	-61,421.00	-61,141.78	.00	-279.22	99.5%
34360 COLLECT BAD DEBT	.00	.00	.00	-140.00	.00	140.00	100.0%
TOTAL CHARGES FOR SERVICES	-803,124.00	.00	-803,124.00	-778,863.62	.00	-24,260.38	97.0%

36 MISC. REVENUE							

36120 INTEREST EARNED	-23,234.00	.00	-23,234.00	-3,805.00	.00	-19,429.00	16.4%
36320 WATER IMPACT FEE	-45,260.00	.00	-45,260.00	-107,601.40	.00	62,341.40	237.7%
TOTAL MISC. REVENUE	-68,494.00	.00	-68,494.00	-111,406.40	.00	42,912.40	162.7%

38 NON REVENUES							

38004 XFER IN RETAINED EARNING	-122,288.21	.00	-122,288.21	.00	.00	-122,288.21	.0%
38100 XFER IN GENERAL FUND	.00	-7,841.21	-7,841.21	.00	.00	-7,841.21	.0%
TOTAL NON REVENUES	-122,288.21	-7,841.21	-130,129.42	.00	.00	-130,129.42	.0%
TOTAL WATER UTILITY REVENUES	-993,906.21	-7,841.21	-1,001,747.42	-890,270.02	.00	-111,477.40	88.9%

FOR 2019 11

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40301 SEWER UTILTIY REVENUES							

34 CHARGES FOR SERVICES							

34334 WATER LINE INSTALLATION	-2,000.00	.00	-2,000.00	.00	.00	-2,000.00	.0%
34339 SEWER DECOMMISSION	-2,200.00	.00	-2,200.00	-700.00	.00	-1,500.00	31.8%
34351 SEWER UTILITY REVENUE	-145,437.00	.00	-145,437.00	-158,283.95	.00	12,846.95	108.8%
34352 ELECTRIC CONNECTION SEWER	-3,000.00	.00	-3,000.00	-600.00	.00	-2,400.00	20.0%
TOTAL CHARGES FOR SERVICES	-152,637.00	.00	-152,637.00	-159,583.95	.00	6,946.95	104.6%
36 MISC. REVENUE							

36321 SEWER IMPACT FEE	-40,247.00	.00	-40,247.00	-241,247.44	.00	201,000.44	599.4%
TOTAL MISC. REVENUE	-40,247.00	.00	-40,247.00	-241,247.44	.00	201,000.44	599.4%
38 NON REVENUES							

38006 XFER IN IMPACT FEES	-137,669.00	.00	-137,669.00	.00	.00	-137,669.00	.0%
38100 XFER IN GENERAL FUND	-240,000.00	.00	-240,000.00	-200,000.00	.00	-40,000.00	83.3%
38300 XFER IN CAPITAL PROJECT	-358,527.88	.00	-358,527.88	-344,340.87	.00	-14,187.01	96.0%
TOTAL NON REVENUES	-736,196.88	.00	-736,196.88	-544,340.87	.00	-191,856.01	73.9%
TOTAL SEWER UTILTIY REVENUES	-929,080.88	.00	-929,080.88	-945,172.26	.00	16,091.38	101.7%

FOR 2019 11

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40533 WATER UTILITY SERVICES							

10 PERSONAL SERVICES							

10110 SALARY	90,484.50	779.00	91,263.50	80,124.84	.00	11,138.66	87.8%
10111 BONUS	1,693.00	-593.00	1,100.00	1,044.12	.00	55.88	94.9%
10120 WAGES	212,458.00	-6,176.00	206,282.00	165,144.51	.00	41,137.49	80.1%
10121 BONUS	2,246.00	-246.00	2,000.00	1,721.68	.00	278.32	86.1%
10140 OVERTIME	10,000.00	.00	10,000.00	8,409.48	.00	1,590.52	84.1%
10210 FICA	25,931.00	-339.00	25,592.00	19,045.30	.00	6,546.70	74.4%
10220 RETIREMENT	19,092.00	1,277.00	20,369.00	12,591.14	.00	7,777.86	61.8%
10230 HOSPITALIZATION	50,178.24	.00	50,178.24	32,419.60	.00	17,758.64	64.6%
10233 LIFE INSURANCE	756.00	.00	756.00	649.11	.00	106.89	85.9%
10236 DENTAL INSURANCE	1,565.76	.00	1,565.76	838.80	.00	726.96	53.6%
10240 WORKERS COMPENSATION	9,905.00	1,993.79	11,898.79	7,355.21	.00	4,543.58	61.8%
TOTAL PERSONAL SERVICES	424,309.50	-3,304.21	421,005.29	329,343.79	.00	91,661.50	78.2%

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,500.00	.00	2,500.00	.00	.00	2,500.00	.0%
30315 CONSUMPTIVE USE PERMIT	10,000.00	.00	10,000.00	4,326.35	.00	5,673.65	43.3%
30320 AUDIT FEES	7,450.00	.00	7,450.00	7,125.00	.00	325.00	95.6%
30340 CONTRACTUAL SERVICES	136,654.50	.00	136,654.50	71,667.89	32,990.90	31,995.71	76.6%
30344 BANK FEES/SERVICE CHARGES	3,500.00	.00	3,500.00	3,617.57	.00	-117.57	103.4%
30400 TRAVEL/PER DIEM	500.00	.00	500.00	35.00	.00	465.00	7.0%
30410 COMMUNICATIONS	9,480.00	.00	9,480.00	10,552.68	.00	-1,072.68	111.3%
30420 POSTAGE	11,314.00	.00	11,314.00	9,481.14	.00	1,832.86	83.8%
30430 ELECTRIC	50,400.00	.00	50,400.00	45,403.82	.00	4,996.18	90.1%
30440 RENTAL OF EQUIPMENT	500.00	.00	500.00	.00	.00	500.00	.0%
30450 INSURANCE	13,084.00	2,446.76	15,530.76	16,399.24	.00	-868.48	105.6%
30460 REPAIRS	25,681.00	.00	25,681.00	17,217.81	1,061.00	7,402.19	71.2%
30462 VEHICLE REPAIRS/MAINT	4,500.00	3,955.00	8,455.00	5,397.36	.00	3,057.64	63.8%
30463 EQUIPMENT REPAIRS/MAINT	6,000.00	.00	6,000.00	1,335.98	.00	4,664.02	22.3%
30464 FACILITIES REPAIRS/MAINT	12,500.00	.00	12,500.00	4,664.93	873.04	6,962.03	44.3%
30466 FIRE HYDRANT REPLACEMENT	7,500.00	.00	7,500.00	.00	.00	7,500.00	.0%
30470 PRINTING & COPYING	500.00	.00	500.00	617.77	.00	-117.77	123.6%
30480 ADVERTISING	1,000.00	.00	1,000.00	.00	.00	1,000.00	.0%
30510 OFFICE SUPPLIES	1,000.00	.00	1,000.00	446.37	.00	553.63	44.6%

FOR 2019 11

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30520 SUPPLIES	138,000.00	5,542.00	143,542.00	77,612.31	1,301.73	64,627.96	55.0%
30521 UNIFORMS	3,374.76	.00	3,374.76	1,856.27	.00	1,518.49	55.0%
30522 FUEL	9,000.00	.00	9,000.00	7,175.53	.00	1,824.47	79.7%
30542 TRAINING & EDUCATION	2,000.00	.00	2,000.00	369.00	.00	1,631.00	18.5%
30544 MEMBERSHIPS	2,000.00	.00	2,000.00	931.00	.00	1,069.00	46.6%
TOTAL OPERATING EXPENSES	458,438.26	11,943.76	470,382.02	286,233.02	36,226.67	147,922.33	68.6%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	.00	.00	.00	775.88	.00	-775.88	100.0%
TOTAL CAPITAL OUTLAY	.00	.00	.00	775.88	.00	-775.88	100.0%
70 DEBT SERVICE							
70743 FDOT HWY CONSTRUCTION LOAN	14,187.00	.00	14,187.00	.00	.00	14,187.00	.0%
TOTAL DEBT SERVICE	14,187.00	.00	14,187.00	.00	.00	14,187.00	.0%
90 NON-OPERATING							
90940 CONTINGENCY FUND	10,000.00	-3,955.00	6,045.00	.00	.00	6,045.00	.0%
90991 BAD DEBT EXPENSE	750.00	.00	750.00	.00	.00	750.00	.0%
TOTAL NON-OPERATING	10,750.00	-3,955.00	6,795.00	.00	.00	6,795.00	.0%
TOTAL WATER UTILITY SERVICES	907,684.76	4,684.55	912,369.31	616,352.69	36,226.67	259,789.95	71.5%

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
400 UTILITY FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

40535 SEWER UTILITY SERVICES							

10 PERSONAL SERVICES							

10120 WAGES	69,628.00	.00	69,628.00	64,658.17	.00	4,969.83	92.9%
10121 BONUS	803.00	.00	803.00	502.80	.00	300.20	62.6%
10140 OVERTIME	3,000.00	5,000.00	8,000.00	6,665.96	.00	1,334.04	83.3%
10210 FICA	6,076.00	.00	6,076.00	4,902.84	.00	1,173.16	80.7%
10220 RETIREMENT	6,000.00	.00	6,000.00	5,841.02	.00	158.98	97.4%
10230 HOSPITALIZATION	14,336.64	.00	14,336.64	12,820.89	.00	1,515.75	89.4%
10233 LIFE INSURANCE	216.00	.00	216.00	216.00	.00	.00	100.0%
10236 DENTAL INSURANCE	447.36	.00	447.36	223.68	.00	223.68	50.0%
10240 WORKERS COMPENSATION	2,922.00	660.16	3,582.16	2,170.04	.00	1,412.12	60.6%
TOTAL PERSONAL SERVICES	103,429.00	5,660.16	109,089.16	98,001.40	.00	11,087.76	89.8%

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	1,000.00	.00	1,000.00	.00	.00	1,000.00	.0%
30320 AUDIT FEES	7,450.00	.00	7,450.00	7,125.00	.00	325.00	95.6%
30340 CONTRACTUAL SERVICES	37,000.00	-5,000.00	32,000.00	8,181.46	.00	23,818.54	25.6%
30347 CONTRACTUAL LADY LAKE	240,000.00	.00	240,000.00	247,192.75	.00	-7,192.75	103.0%
30400 TRAVEL/PER DIEM	500.00	.00	500.00	.00	.00	500.00	.0%
30420 POSTAGE	50.00	.00	50.00	1.10	.00	48.90	2.2%
30430 ELECTRIC	20,040.00	.00	20,040.00	21,454.48	.00	-1,414.48	107.1%
30431 WATER	5,100.00	.00	5,100.00	952.54	.00	4,147.46	18.7%
30440 RENTAL OF EQUIPMENT	500.00	.00	500.00	.00	.00	500.00	.0%
30450 INSURANCE	13,350.00	2,496.50	15,846.50	16,019.04	.00	-172.54	101.1%
30462 VEHICLE REPAIRS/MAINT	5,000.00	.00	5,000.00	1,741.98	.00	3,258.02	34.8%
30463 EQUIPMENT REPAIRS/MAINT	1,000.00	.00	1,000.00	1,174.01	.00	-174.01	117.4%
30464 FACILITIES REPAIRS/MAINT	2,000.00	.00	2,000.00	198.45	.00	1,801.55	9.9%
30467 SYSTEM REPAIRS	28,674.00	.00	28,674.00	23,861.97	.00	4,812.03	83.2%
30510 OFFICE SUPPLIES	1,000.00	.00	1,000.00	473.98	.00	526.02	47.4%
30520 SUPPLIES	9,000.00	.00	9,000.00	1,563.74	.00	7,436.26	17.4%
30521 UNIFORMS	2,000.00	.00	2,000.00	1,001.86	.00	998.14	50.1%
30522 FUEL	4,000.00	.00	4,000.00	3,630.47	.00	369.53	90.8%
30542 TRAINING & EDUCATION	2,200.00	.00	2,200.00	.00	.00	2,200.00	.0%
TOTAL OPERATING EXPENSES	379,864.00	-2,503.50	377,360.50	334,572.83	.00	42,787.67	88.7%

60 CAPITAL OUTLAY							

60 CAPITAL OUTLAY

FOR 2019 11

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40535 SEWER UTILITY SERVICES							
60640 EQUIPMENT PURCHASES	40,000.00	.00	40,000.00	27,584.85	.00	12,415.15	69.0%
60655 SYSTEM IMPROVEMENTS	.00	.00	.00	782.00	.00	-782.00	100.0%
TOTAL CAPITAL OUTLAY	40,000.00	.00	40,000.00	28,366.85	.00	11,633.15	70.9%
70 DEBT SERVICE							

70740 DEBT SERVICE LOAN PRINC SR	114,204.64	.00	114,204.64	114,204.64	.00	.00	100.0%
70741 INTEREST SEWER SRF LOAN #1	3,319.91	.00	3,319.91	13,075.10	.00	-9,755.19	393.8%
70742 INTEREST SEWER SRF LOAN #2	20,143.91	.00	20,143.91	10,388.72	.00	9,755.19	51.6%
70744 INTEREST SEWER BB&T BANK L	53,231.15	.00	53,231.15	34,925.15	.00	18,306.00	65.6%
70745 DEBT SERV LOAN PRINC BB&T	291,109.72	.00	291,109.72	291,109.73	.00	-.01	100.0%
TOTAL DEBT SERVICE	482,009.33	.00	482,009.33	463,703.34	.00	18,305.99	96.2%
90 NON-OPERATING							

90940 CONTINGENCY FUND	10,000.00	.00	10,000.00	.00	.00	10,000.00	.0%
TOTAL NON-OPERATING	10,000.00	.00	10,000.00	.00	.00	10,000.00	.0%
TOTAL SEWER UTILITY SERVICES	1,015,302.33	3,156.66	1,018,458.99	924,644.42	.00	93,814.57	90.8%
TOTAL UTILITY FUND	.00	.00	.00	-294,445.17	36,226.67	258,218.50	100.0%
TOTAL REVENUES	-1,922,987.09	-7,841.21	-1,930,828.30	-1,835,442.28	.00	-95,386.02	
TOTAL EXPENSES	1,922,987.09	7,841.21	1,930,828.30	1,540,997.11	36,226.67	353,604.52	

FOR 2019 11

ACCOUNTS FOR: 600 FIRE PENSION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

60001 FIRE PENSION REVENUES							

36 MISC. REVENUE							

36110 INTEREST INCOME	-2,920.00	.00	-2,920.00	-2,463.25	.00	-456.75	84.4%
36120 INTEREST EARNED	-7,600.00	.00	-7,600.00	-5,101.71	.00	-2,498.29	67.1%
36130 CHANGE IN FAIR MARKET VALU	.00	.00	.00	-33,574.96	.00	33,574.96	100.0%
36140 GAIN/LOSS ON SALE OF INVES	.00	.00	.00	9,969.96	.00	-9,969.96	100.0%
TOTAL MISC. REVENUE	-10,520.00	.00	-10,520.00	-31,169.96	.00	20,649.96	296.3%

38 NON REVENUES							

38500 PARTICIPANTS CONTRIBUTION	-2,207.00	.00	-2,207.00	-688.00	.00	-1,519.00	31.2%
38501 CITY CONTRIBUTION	-2,207.00	.00	-2,207.00	-688.00	.00	-1,519.00	31.2%
38510 STATE INS CONTRIBUTION	-15,435.00	.00	-15,435.00	.00	.00	-15,435.00	.0%
TOTAL NON REVENUES	-19,849.00	.00	-19,849.00	-1,376.00	.00	-18,473.00	6.9%
TOTAL FIRE PENSION REVENUES	-30,369.00	.00	-30,369.00	-32,545.96	.00	2,176.96	107.2%

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
600 FIRE PENSION FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED

60522 FIRE PENSION TRUST FUND							

30 OPERATING EXPENSES							

30490 MISC EXPENSE	26,169.00	.00	26,169.00	.00	.00	26,169.00	.0%
30494 RETIREMENT REFUNDS	3,000.00	.00	3,000.00	679.13	.00	2,320.87	22.6%
30496 RETIREMENT BENEFITS	1,200.00	.00	1,200.00	6,564.31	.00	-5,364.31	547.0%
TOTAL OPERATING EXPENSES	30,369.00	.00	30,369.00	7,243.44	.00	23,125.56	23.9%
TOTAL FIRE PENSION TRUST FUND	30,369.00	.00	30,369.00	7,243.44	.00	23,125.56	23.9%
TOTAL FIRE PENSION FUND	.00	.00	.00	-25,302.52	.00	25,302.52	100.0%
TOTAL REVENUES	-30,369.00	.00	-30,369.00	-32,545.96	.00	2,176.96	
TOTAL EXPENSES	30,369.00	.00	30,369.00	7,243.44	.00	23,125.56	

FOR 2019 11

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

62001 RECREATION REVENUE							

34 CHARGES FOR SERVICES							

34722 SOFTBALL PROGRAM	-23,600.00	.00	-23,600.00	-19,470.00	.00	-4,130.00	82.5%
34726 T-BALL	-3,800.00	.00	-3,800.00	-1,100.00	.00	-2,700.00	28.9%
34728 SOCCER	-3,800.00	.00	-3,800.00	-3,690.00	.00	-110.00	97.1%
34732 BASKETBALL	-3,800.00	.00	-3,800.00	-30.00	.00	-3,770.00	.8%
34733 TRICK OR TROT 5K	-10,000.00	.00	-10,000.00	-4,955.30	.00	-5,044.70	49.6%
34736 LACROSSE	-3,800.00	.00	-3,800.00	.00	.00	-3,800.00	.0%
34737 VOLLEYBALL	-3,800.00	.00	-3,800.00	-1,000.00	.00	-2,800.00	26.3%
34738 KICKBALL	-3,800.00	.00	-3,800.00	-150.00	.00	-3,650.00	3.9%
34739 SUMMER CAMP	-10,000.00	.00	-10,000.00	.00	.00	-10,000.00	.0%
34740 LOVE RUN 5K	-10,000.00	.00	-10,000.00	-3,948.00	.00	-6,052.00	39.5%
34750 FLAG FOOTBALL	-3,800.00	.00	-3,800.00	-2,850.00	.00	-950.00	75.0%
34790 RECREATION SIGN	.00	.00	.00	-250.00	.00	250.00	100.0%
TOTAL CHARGES FOR SERVICES	-80,200.00	.00	-80,200.00	-37,443.30	.00	-42,756.70	46.7%

36 MISC. REVENUE							

36110 INTEREST INCOME	-241.00	.00	-241.00	213.78	.00	-454.78	-88.7%
36990 MISC REVENUE	-1,253.00	.00	-1,253.00	.00	.00	-1,253.00	.0%
TOTAL MISC. REVENUE	-1,494.00	.00	-1,494.00	213.78	.00	-1,707.78	-14.3%
TOTAL RECREATION REVENUE	-81,694.00	.00	-81,694.00	-37,229.52	.00	-44,464.48	45.6%

FOR 2019 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
620 RECREATION FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

62579 RECREATION FUND							

30 OPERATING EXPENSES							

30343 SUMMER CAMP	10,000.00	.00	10,000.00	.00	.00	10,000.00	.0%
30348 BASEBALL	3,800.00	.00	3,800.00	.00	.00	3,800.00	.0%
30351 SOFTBALL PROGRAM	20,632.00	.00	20,632.00	14,357.36	.00	6,274.64	69.6%
30353 TRICK OR TROT 5K	10,000.00	.00	10,000.00	3,656.81	.00	6,343.19	36.6%
30355 KICKBALL	.00	1,100.00	1,100.00	.00	.00	1,100.00	.0%
30360 SOCCER PROGRAM	2,700.00	.00	2,700.00	3,908.47	.00	-1,208.47	144.8%
30361 FLAG FOOTBALL	.00	.00	.00	1,835.51	.00	-1,835.51	100.0%
30362 VOLLEYBALL	3,800.00	.00	3,800.00	289.11	.00	3,510.89	7.6%
30363 T-BALL	3,800.00	.00	3,800.00	699.08	.00	3,100.92	18.4%
30364 BASKETBALL	.00	3,800.00	3,800.00	544.74	.00	3,255.26	14.3%
30380 LOVE RUN 5 K	10,000.00	.00	10,000.00	3,462.72	.00	6,537.28	34.6%
30470 PRINTING & COPYING	100.00	.00	100.00	.00	.00	100.00	.0%
30490 MISC EXPENSE	500.00	.00	500.00	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES	65,332.00	4,900.00	70,232.00	28,753.80	.00	41,478.20	40.9%

90 NON-OPERATING							

90916 XFER TO GENERAL FUND	21,062.00	.00	21,062.00	15,796.50	.00	5,265.50	75.0%
TOTAL NON-OPERATING	21,062.00	.00	21,062.00	15,796.50	.00	5,265.50	75.0%
TOTAL RECREATION FUND	86,394.00	4,900.00	91,294.00	44,550.30	.00	46,743.70	48.8%
TOTAL RECREATION FUND	4,700.00	4,900.00	9,600.00	7,320.78	.00	2,279.22	76.3%
TOTAL REVENUES	-81,694.00	.00	-81,694.00	-37,229.52	.00	-44,464.48	
TOTAL EXPENSES	86,394.00	4,900.00	91,294.00	44,550.30	.00	46,743.70	

09/27/2019 14:34
808spark

CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT
THRU AUGUST 31, 2019 92% OF YEAR LAPSED

P 50
glytdbud

FOR 2019 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	-15,200.22	24,800.00	9,599.78	-2,094,427.04	137,483.03	1,966,543.79	*****%

** END OF REPORT - Generated by Sue Parker **

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

ITEM TITLE: Fire Rescue Services and Proposed Public Safety Building Discussion

For the Meeting of: October 24, 2019

Submitted by: City Manager

Date Submitted: October 17, 2019

Funds Required: N/A

Attachments: Yes, July 23, 2019 memorandum

Item Description: Discussion on fire rescue services and proposed public safety building.

Action to be Taken: City commission's discretion.

Staff's Recommendation:

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes



To: Mayor
Commissioners

From: Gary La Venia
City Manager

Date: Tuesday, July 23, 2019

Re: Fire Services

Over the last few months I and a number of commissioners have had the opportunity to meet with representatives from Lake County for the purpose acquiring specific knowledge regarding fire services.

In the following text I have endeavored to present an unbiased narrative expounding on competing rationales that warrant consideration in any decision on the future direction employed to provide fire protection to the residents residing in the historic section of Fruitland Park.

Discussions involved costs associated with this service, the level of service offered and how this differs from the costs and services currently afforded the City by its own department.

We have learned that the residential fire assessment currently charged by the County is \$193.00 not including an MSTU which is employed to pay for Advance Life Support Services (ALS).

The current fire service MSTU is .4704 which equates to \$.47 for each \$1,000.00 taxable value.

The projected City fire assessment for fiscal year 2020 on residential units is \$241.00 with no MSTU as the City only offers only Basic Life Support Services (BLS)

Commercial entities pay \$.091 per 1000 Sq.' up to 17,500 sq. '

This is the current "County Rate Schedule" applicable to Fruitland Park.

Rate Schedule			
Fiscal Year 2019			
Effective October 1, 2018 - September 30, 2019			
Residential Property Rate Per Dwelling Unit			
Use Categories			
Residential	\$193		
Non Residential Property			Rate Per Space or Room
RV Parks - Spaces			\$53
Hotel and Motel Rooms			\$53
Non-Residential Property Use Categories (Square Feet)	Commercial	Industrial/ Warehouse	Institutional
< 250 ft ²	\$0	\$0	\$0
251 - 1,999 ft ²	\$258	\$40	\$449
2,000 - 3,499 ft ²	\$515	\$79	\$899
3,500 - 4,999 ft ²	\$902	\$139	\$1,573
5,000 - 9,999 ft ²	\$1,288	\$199	\$2,247
10,000 - 19,999 ft ²	\$2,577	\$397	\$4,495
20,000 - 29,999 ft ²	\$5,154	\$795	\$8,990
30,000 - 39,999 ft ²	\$7,731	\$1,192	\$13,485
40,000 - 49,999 ft ²	\$10,307	\$1,589	\$17,979
> 50,000 ft ²	\$12,884	\$1,987	\$22,474
Vacant Land			Rate Per Parcel
			\$56
The fire-rescue assessment is placed on the property tax bill of parcels in the unincorporated areas of Lake County and in the incorporated areas of the Town of Howey-in-the-Hills, Town of Astatula and a portion of the Town of Lady Lake.			

Current fire services are rendered by the closest unit which means the closest station, regardless of the entity that the staff is employed by, is asked to respond first. It is likely, that currently, the county is already responding to calls in Fruitland Park if the closest unit is coming out of the County Fire Station located on Spring Lake Road.

Things to consider:

- The City would have to approach the County if there was an interest in availing itself of County Fire Services. Then and only then would a serious discussion ensue. The County is not nor would they be the impetus of such conversation.
- Should the City move in that direction the County would maintain two stations in Fruitland Park, the current County station located on Spring Lake Road and the City's station located in the municipal complex
- The County would be willing to purchase the City owned fire equipment.
- The County would be willing to pay a nominal fee to lease the fire station they would also be willing to pay the cost of utilities and cleaning on a daily basis. The City would retain responsibility for actual maintenance of the facility i.e. repairs/ HVAC etc.
- The County is willing to hire FPDF staff deemed qualified. It should be noted all of the current staff have full time employment with other fire departments or elsewhere
- The County would bear any and all cost associated with the purchase & outfitting of its personnel
- The County will commit to participating in City events such as Hometown Christmas, Fruitland Park Day, the School reading program, programs at the new library as well as other events not identified herein.
- Currently only one (1) member of the FPDF reside in the City limits, five (5) live in the County limits of Fruitland Park
- Given the composition of the FPDF it is appropriate to raise the question regarding those employed full time by other fire departments; what is their primary obligation and responsibilities should we experience a similar scenario like Hurricane Irma or other comparable emergent situations.

City

Pros

- Control remains in house
- Community identifies with local department
- Community involvement

Cons

- No longer volunteer/majority of the department are flex from other cities
- Very few City residents involved
- Costly

- Equipment cost born by citizens of historic part of the city
- Engine and Brush truck will have to be replaced soon
- City will need a ladder truck and as such 3 men per shift with the impending construction of three (3) five (5) story buildings. The cost of service for such a truck is considerable
- The fire fighter cancer bill has passed, the impact on the City is not yet known.
- Lack of flexibility
- High Fire Assessment cost born by a finite population
- BLS service

County

Pros

- Fire assessment is born by all unincorporated entities in the County and participating cities creating an organization that can create efficiencies utilizing the economies of scale
- Lower fire assessment even when the MSTU is taken into consideration for the majority of city residents
- Equipment purchases are borne by the County
- ALS Service
- Willing to locate engines in the existing firehouse and keep Spring Lake Road fire house on line
- Willing to pay cost of operation in existing fire house and new facility when built
- Has advised they will participate in all community events

Cons

- Control lies with the County
- City has no input in the setting of the fire assessment
- County does impose and MSTU (*MSTU stands for **Municipal Service Taxing Unit** and it is a funding mechanism for community members to create, through approval of the Board of County Commissioners, a special taxing district to make improvements to their neighborhood and/or community area or provide a specific service.*) as detailed above.

These are considerations that must be addressed by the Commission when weighing the factors that will determine any decision the City Commission makes in providing future fire protection services to the citizens in the historic section of Fruitland Park.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5g-i**

ITEM TITLE:	Quasi-Judicial Public Hearings		
For the Meeting of:	October 24, 2019		
Submitted by:	City	Attorney/City	Manager/Community
	Development Director		
Date Submitted:	October 1, 2019		
Funds Required:	No		
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes, Quasi-Judicial Hearing Establishment		
Item Description:	Quasi-Judicial Hearing Establishment Ordinance 2004-014 and Florida Statutes 286		
Action to be Taken:	Consider quasi-judicial public hearing items 5f-i		
Staff's Recommendation:	N/A		
Additional Comments:			
City Manager Review:	Yes		
Mayor Authorization:	Yes		

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 24th day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.



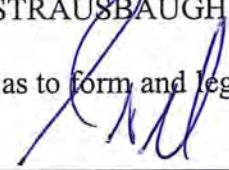
JOHN L. GUNTER, JR., VICE MAYOR

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.

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

ITEM TITLE: Second Reading and Quasi-Judicial Public Hearing -
Ordinance 2019-008 Annexation

For the Meeting of: October 24, 2019

Submitted by: City Attorney/City Manager/Community Development
Director

Date Submitted: October 2, 2019

Funds Required: Yes, Fiscal Impact: FY 2018-19: \$224.72

Attachments: Yes. Proposed Ordinance 2019-008 to include legal
description and site location map; proof of advertisement
affidavit notice of public hearing, and Ordinance 2007-032.

Item Description: Proposed Ordinance 2019-008 amending the boundaries of
the City of Fruitland Park to include approximately 6.69 acres of land referred to as the City Soccer
Field. In Ordinance 2007-032 the City Commission approved annexation and rezoning; however,
the annexation was not recognized by Lake County due to an error in the legal description.

The Planning and Zoning Board, at its September 19, 2019 regular meeting, recommended
approval of the annexation.

Action to be Taken: Enact Ordinance 2019-008 to become effective
immediately as provided by law.

Staff's Recommendation: Approval

Additional Comments: The first reading was held on October 10, 2019.

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Ordinance 2007-032 the City Commission approved annexation and rezoning of a parcel of real property owned by the City of Fruitland Park; however, the annexation was not recognized by Lake County due to an error in the legal description;

WHEREAS, the required notice of the proposed annexation has been properly published and provided to the Lake County Board of County Commissioners; and

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

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

Section 1. The following described property consisting of approximately 6.64 acres of land generally located west of U.S. Highway 441, north of Shiloh Street and west of Dixie Avenue, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: See Exhibit A attached hereto.

Parcel Alternate Key No. 3857646

Parcel Id. No. 04-19-24-0001-000-11800

A map of the property is attached hereto as Exhibit B.

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

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

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

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 24th day of October 2019.

(SEAL)

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 October 10, 2019
Passed Second Reading _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY WITH THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD SAID POINT BEING A CONCRETE MONUMENT LABELED RLS—1571 AND RUN NORTH 89 DEGREES 41'50" WEST ALONG THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD 563.17 FEET TO A CONCRETE MONUMENT LABELED RLS—1571, SAID POINT BEING AT THE SOUTHEAST CORNER OF ZEPHYR LAKE ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 3, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 39'18" WEST ALONG THE EAST LINE OF ZEPHYR LAKE ESTATES 513.29 FEET TO AN IRON PIN LABELED LB—707; THENCE SOUTH 89 DEGREES 41'50" EAST 572.39 FEET TO A POINT ON THE WEST LINE OF OLD DIXIE HIGHWAY SAID POINT BEING AN IRON PIN LABELED LB—707; THENCE SOUTH 00 DEGREES 22'29" WEST ALONG SAID WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY 513.22 FEET TO THE POINT OF BEGINNING.



BREEZE LN

COOKE DR

REGISTER RD

ELM AVE

HICKORY AVE

MARY SUE ST

MAPLE AVE

Site Location

MIKE AVE

SHILOH ST

US HWY 27/451

OAKWOOD LN

COLLEGE AVE

CENTURY AVE

N DIXIE AVE

LEWIS ST

SUNNY CT

The Villages[®] DAILY SUN

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

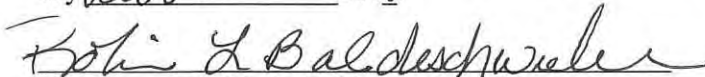
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad # 902982** in the matter of **NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-008**, was published in said newspaper in the issues of

SEPTEMBER 11, 2019
OCTOBER 9, 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.

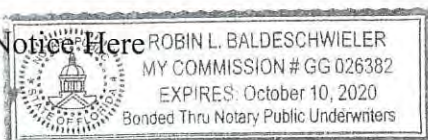

(Signature of Affiant)

Sworn to and subscribed before me this 9
day October 2019.


Robin L. Baldeschwieler, Notary

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

Attach Notice Here



NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Fruitland Park Planning & Zoning Board Meeting on September 19, 2019 at 6:00 p.m.
Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.
Fruitland Park City Commission Meeting on October 24, 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.



#902982 September 11, 2019
October 9, 2019

Advertising Receipt

The Villages Daily Sun

1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

PEGGY
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct #: 90105387
Phone: (352)360-6727
Date: 09/06/2019
Ad #: 00902982
Salesperson: 55 Ad Taker: 55

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
NOTICE OF PUBLIC	09/11/2019	10/09/2019	2	112.36	0.00	224.72

Ad Text:

NOTICE OF PUBLIC HEARINGS
ORDINANCE 2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS

Payment Reference:

Total: 224.72
Tax: 0.00
Net: 224.72
Prepaid: 0.00

Total Due 224.72

**NOTICE OF PUBLIC
HEARINGS
ORDINANCE 2019-008**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.69 ± ACRES OF LAND GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Fruitland Park Planning & Zoning Board Meeting on September 19, 2019 at 6:00 p.m.
Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.

Fruitland Park City Commission Meeting on October 24, 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.



ORDINANCE 2007-032

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, BY INCLUDING WITHIN THE CITY APPROXIMATELY 6.69 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; REZONING THE PROPERTY FROM COUNTY "A" (AGRICULTURE) AND "LM" (LIGHT INDUSTRIAL) TO "PFD" (PUBLIC FACILITIES DISTRICT) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Peggy Sue Newman as applicant on behalf of owner, the City of Fruitland Park, requesting that real property be annexed into and made a part of the City of Fruitland Park and rezoned from Lake County "A" (Agriculture) and "LM" (Light Industrial) to "PFD" (Public Facilities District) within the city limits of Fruitland Park; and

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

WHEREAS, the property is contiguous to the City of Fruitland Park and reasonably compact; and

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

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The following described property consisting of approximately 6.69± acres generally located west of U.S. Highway 441, on the north side of Shiloh Street, and east of Dixie Avenue, more particularly described below and contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park:

See Attached Exhibit "A"

The property annexed in this section shall be assigned a zoning designation of "PFD" (Public Facilities District.)

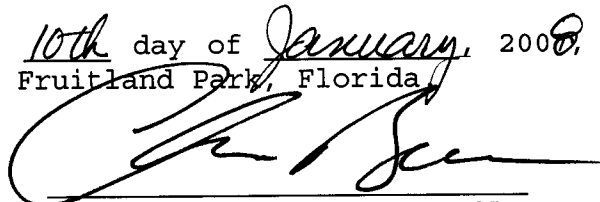
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

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

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 10th day of January, 2008, by the City Commission of the City of Fruitland Park, Florida



CHRISTOPHER J. BELL, MAYOR

ATTEST:

Linda S. Rodrick
LINDA S. RODRICK, CMC, CITY CLERK

Passed First Reading December 13, 2007

Passed Second Reading January 10, 2008

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.

Scott A. Gerken, City Attorney

Date

1/10/08

EXHIBIT A

SW 1/4 OF NE 1/4 E OF ZEPHYR LAKE ESTATES SE 1/4 OF NE 1/4 W
OF OLD DIXIE HWY--LESS BEG AT INTERSECTION OF W R/W LINE OF
OLD DIXIE HWY WITH N R/W LINE OF SHILO RD, RUN N 89-41-50 W
ALONG N R/W LINE 563.17 FT TO SE COR OF ZEPHYR LAKE ESTATES,
N 0-39-18 W ALONG E LINE OF SUB A DIST OF 513.29 FT, S
89-41-50 E 572.39 FT TO W LINE OF OLD DIXIE HWY, S 0-22-29 W
513.22 FT TO POB--
ORB 705 PG 231 ORB 729 PG 816 ORB 1093 PGS 2463 2465 ORB
3295 PG 284

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

ITEM TITLE: Second Reading and Quasi-Judicial Public Hearing -
Ordinance 2019-009 Comprehensive Plan Amendment

For the Meeting of: October 24, 2019

Submitted by: City Attorney/City Manager/Community Development
Director

Date Submitted: October 2, 2019

Funds Required: Yes, Fiscal Impact: FY 2018-19, \$258.64

Attachments: Yes. Proposed Ordinance 2019-009 to include legal
description and site location map; proof of advertisement
affidavit notice of public hearing and Ordinance 2007-033.

Item Description: Proposed Ordinance 2019-009 correcting a scrivener's
error in the legal description of Ordinance 2007-033.

The Planning and Zoning Board, at its September 19, 2019 regular meeting, recommended approval of Ordinance 2009-009.

Action to be Taken: Enact Ordinance 2019-009 to become effective upon the
31st day after adoption as provided by law.

Staff's Recommendation: Approval

Additional Comments: The first reading was held on October 10, 2019.

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Ordinance 2007-033 the City Commission approved changing the future land use designation of a parcel of real property owned by the City of Fruitland Park from Urban to Institutional; and

WHEREAS, it was recently discovered that the legal description attached to Ordinance 2007-033 is incorrect, therefore, the City desires to process this ordinance to correct the legal description; and

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

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

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

Section 1: The following described property consisting of approximately 6.69 ± acres generally located west of U.S. Hwy 441 on the north side of Shiloh and west of Dixie Avenue as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Institutional under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

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

Section 3. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 4. Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3187 and F.S. 163.3184(11).

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. Repeal

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

Section 7. Adoption

After adoption, a copy hereof shall be forwarded to the Department of Economic Opportunity.

Section 8. Effective Date

This ordinance shall become effective upon the 31st day after adoption unless timely challenged, and then will become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3187, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

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 October 10, 2019

Passed Second Reading _____

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY WITH THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD SAID POINT BEING A CONCRETE MONUMENT LABELED RLS—1571 AND RUN NORTH 89 DEGREES 41'50" WEST ALONG THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD 563.17 FEET TO A CONCRETE MONUMENT LABELED RLS—1571, SAID POINT BEING AT THE SOUTHEAST CORNER OF ZEPHYR LAKE ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 3, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 39'18" WEST ALONG THE EAST LINE OF ZEPHYR LAKE ESTATES 513.29 FEET TO AN IRON PIN LABELED LB—707; THENCE SOUTH 89 DEGREES 41'50" EAST 572.39 FEET TO A POINT ON THE WEST LINE OF OLD DIXIE HIGHWAY SAID POINT BEING AN IRON PIN LABELED LB—707; THENCE SOUTH 00 DEGREES 22'29" WEST ALONG SAID WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY 513.22 FEET TO THE POINT OF BEGINNING.



BREEZE LN

COOKE DR

REGISTER RD

Site Location

ELM AVE

HICKORY AVE

MARY SUE ST

MAPLE AVE

MIKE AVE

SHILOH ST

US HWY 27/451

OAKWOOD LN

COLLEGE AVE

CENTURY AVE

N DIXIE AVE

LEWIS ST

SUNNY CT

Advertising Receipt

The Villages Daily Sun

1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

PEGGY
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct #: 90105387
Phone: (352)360-6727
Date: 09/06/2019
Ad #: 00902984
Salesperson: 55 Ad Taker: 55

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
NOTICE OF PUBLIC	09/11/2019	10/09/2019	2	129.32	0.00	258.64

Ad Text:

NOTICE OF PUBLIC HEARINGS
ORDINANCE 2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69 +

Payment Reference:

Total: 258.64
Tax: 0.00
Net: 258.64
Prepaid: 0.00

Total Due 258.64

**NOTICE OF PUBLIC
HEARINGS
ORDINANCE 2019-009**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69 + ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S 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 September 19, 2019 at 6:00 p.m.

Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.

Land Planning Agency Meeting on October 10, 2019 at 6:15 p.m.

Fruitland Park City Commission Meeting on October 24, 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.



ORDINANCE 2007-033

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM "URBAN" TO "INSTITUTIONAL" ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, NORTH OF SHILOH STREET, AND WEST OF N. DIXIE AVENUE; PROVIDING FOR CONTINGENCIES; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Peggy Sue Newman as applicant on behalf of the City of Fruitland Park, as owner, requesting that real property be assigned a Future Land Use designation of "Institutional" within the city limits of Fruitland Park; and

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

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have found that the proposed amendment is consistent with the Comprehensive Plan of the City of Fruitland Park.

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The approximately 6.69± acres generally located west of U.S. Highway 441, north of Shiloh Street and west of Dixie Avenue within the City limits and more particularly described as follows:

[See attached Exhibit "A"]

shall be assigned a land use designation of "Institutional" under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated by reference herein.

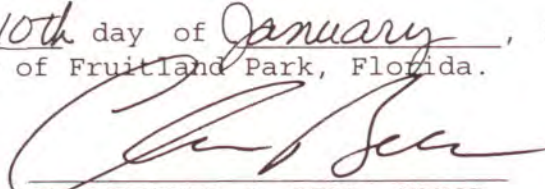
Section 2. The land use designation provided in Section 1 is contingent upon review and approval by the Florida Department of Community Affairs.

Section 3. The City Clerk is hereby directed to transmit a copy of this Ordinance to the Department of Community Affairs for the State of Florida pursuant to Chapter 163, Florida Statutes.

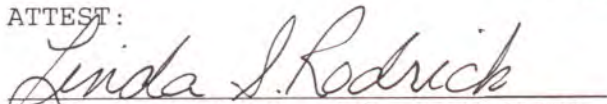
Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 5. The effective date of this plan amendment shall be 31 days after adoption. If this plan amendment is challenged within 30 days of adoption, such amendment shall not become effective until the Department of Community Affairs or the Administration Commission, respectively, issues a final order determining the adopted plan amendment to be in compliance.

PASSED AND ORDAINED this 10th day of January, 2008, by the City Commission of the City of Fruitland Park, Florida.


CHRISTOPHER J. BELL, MAYOR

ATTEST:

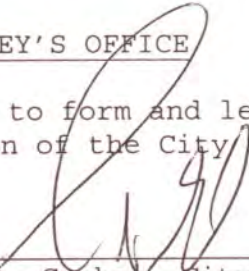

LINDA S. RODRICK, CMC, CITY CLERK

Passed First Reading December 13, 2007

Passed Second Reading January 10, 2008

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.

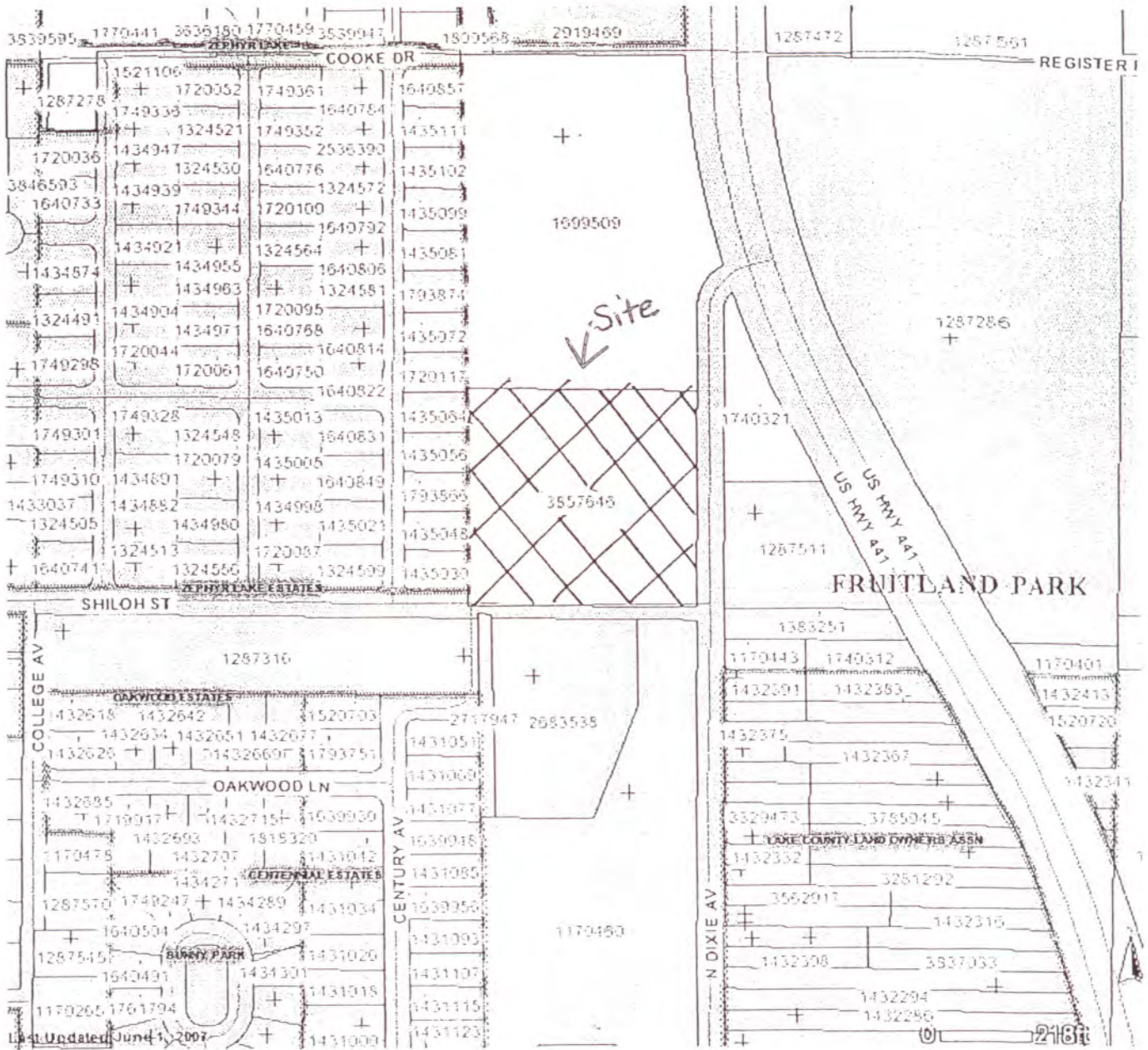


Scott A. Gerken, City Attorney

1/10/08

Date

- City Property Annex + CPA -



Updated Jun 4, 2007

218'

EXHIBIT A

SW 1/4 OF NE 1/4 E OF ZEPHYR LAKE ESTATES SE 1/4 OF NE 1/4 W
OF OLD DIXIE HWY--LESS BEG AT INTERSECTION OF W R/W LINE OF
OLD DIXIE HWY WITH N R/W LINE OF SHILO RD, RUN N 89-41-50 W
ALONG N R/W LINE 563.17 FT TO SE COR OF ZEPHYR LAKE ESTATES,
N 0-39-18 W ALONG E LINE OF SUB A DIST OF 513.29 FT, S
89-41-50 E 572.39 FT TO W LINE OF OLD DIXIE HWY, S 0-22-29 W
513.22 FT TO POB--
ORB 705 PG 231 ORB 729 PG 816 ORB 1093 PGS 2463 2465 ORB
3295 PG 284

The Villages[®] DAILY SUN

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

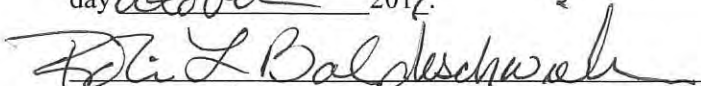
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #902984** in the matter of **NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-009**, was published in said newspaper in the issues of

SEPTEMBER 11, 2019
OCTOBER 9, 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.

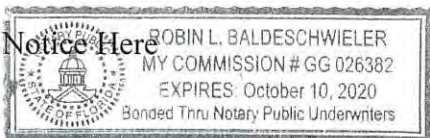

(Signature Of Affiant)

Sworn to and subscribed before me this 9
day October 2019.


Robin L. Baldeschwieler, Notary

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

Attach Notice Here



NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2007-033 WHICH ASSIGNED A FUTURE LAND USE DESIGNATION OF INSTITUTIONAL; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN TO INSTITUTIONAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.69+ ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND SCRIVENER'S 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 September 19, 2019 at 6:00 p.m.
Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.
Land Planning Agency Meeting on October 10, 2019 at 6:15 p.m.
Fruitland Park City Commission Meeting on October 24, 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.



#902984 September 11, 2019
October 9, 2019

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

ITEM TITLE: Second Reading and Quasi-Judicial Public Hearing –
Ordinance 2019-007 Rezoning

For the Meeting of: October 24, 2019

Submitted by: City Attorney/City Manager/Community Development
Director

Date Submitted: October 2, 2019

Funds Required: Yes, Fiscal Impact: FY 2018-19: \$302.00

Attachments: Yes. Proposed Ordinance 2019-007 to include legal
description, site location map, proof of advertisement
affidavit notice of public hearing, and Ordinance 2007-032.

Item Description: Proposed Ordinance 2019-007 rezoning approximately 6.69
acres from R-2 to Public Facilities District. Previous Ordinance 2007-032 was enacted with the
incorrect legal description on January 10, 2008.

The Planning and Zoning Board, at its September 19, 2019 regular meeting, recommended
approval of the rezoning.

Action to be Taken: Enact Ordinance 2019-007 to become effective
immediately as provided by law.

Staff's Recommendation: Approval

Additional Comments: The first reading was held on October 10, 2019.

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 6.69 ± ACRES OF PROPERTY OWNED BY THE CITY OF FRUITLAND PARK FROM R-2 TO PUBLIC FACILITIES DISTRICT 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 SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by the City of Fruitland Park as Owner, requesting that approximately 6.69+/- acres of real property generally located west of Dixie Avenue and north of Shiloh Street (the "Property") be rezoned from R-2 to Public Facilities District within the city limits of Fruitland Park; and

WHEREAS, the property has a future land use designation of Institutional as shown on the City of Fruitland Park's Comprehensive Plan Future Land Use Map; and

WHEREAS, the proposed zoning is consistent with the future land use designation.

WHEREAS, the required notice of the proposed rezoning has been properly provided; 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. Rezoning.

That the zoning classification of the following described property, being situated in the City of Fruitland Park, Florida, shall be hereafter be designated as **Public Facilities District** as defined in the Fruitland Park Land Development Regulations. The property is more particularly depicted in **Exhibit A** attached hereto and incorporated herein and more particularly described as:

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY WITH THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD SAID POINT BEING A CONCRETE MONUMENT LABELED RLS—1571 AND RUN NORTH 89 DEGREES 41'50" WEST ALONG THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD 563.17 FEET TO A CONCRETE

MONUMENT LABELED RLS—1571, SAID POINT BEING AT THE SOUTHEAST CORNER OF ZEPHYR LAKE ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 3, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 39'18" WEST ALONG THE EAST LINE OF ZEPHYR LAKE ESTATES 513.29 FEET TO AN IRON PIN LABELED LB—707; THENCE SOUTH 89 DEGREES 41'50" EAST 572.39 FEET TO A POINT ON THE WEST LINE OF OLD DIXIE HIGHWAY SAID POINT BEING AN IRON PIN LABELED LB—707; THENCE SOUTH 00 DEGREES 22'29" WEST ALONG SAID WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY 513.22 FEET TO THE POINT OF BEGINNING.

Parcel Alternate Key No. 3857646

Parcel Id. No. 04-19-24-0001-000-11800

Containing approximately 6.69 +/- acres, more or less.

Section 2. Zoning Classification.

That the Property shall be designated as Public Facilities District in accordance with Land Development Code of the City of Fruitland Park, Florida.

Section 3. Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. Official Zoning Map.

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 5. Severability.

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

Section 6. 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 7. Conflict.

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

Section 8. Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2019.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

Attest:

Approved as to form and legality:

Esther B. Coulson, City Clerk

Anita Geraci-Carver, City Attorney

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

First Reading October 10, 2019
Second Reading _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY WITH THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD SAID POINT BEING A CONCRETE MONUMENT LABELED RLS—1571 AND RUN NORTH 89 DEGREES 41'50" WEST ALONG THE NORTH RIGHT—OF—WAY LINE OF SHILOH ROAD 563.17 FEET TO A CONCRETE MONUMENT LABELED RLS—1571, SAID POINT BEING AT THE SOUTHEAST CORNER OF ZEPHYR LAKE ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 3, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 39'18" WEST ALONG THE EAST LINE OF ZEPHYR LAKE ESTATES 513.29 FEET TO AN IRON PIN LABELED LB—707; THENCE SOUTH 89 DEGREES 41'50" EAST 572.39 FEET TO A POINT ON THE WEST LINE OF OLD DIXIE HIGHWAY SAID POINT BEING AN IRON PIN LABELED LB—707; THENCE SOUTH 00 DEGREES 22'29" WEST ALONG SAID WEST RIGHT—OF—WAY LINE OF OLD DIXIE HIGHWAY 513.22 FEET TO THE POINT OF BEGINNING.



BREEZE LN

COOKE DR

REGISTER RD

ELM AVE

HICKORY AVE

MAPLE AVE

Site Location

MARY SUE ST

MIKE AVE

SHILOH ST

US HWY 27/451

OAKWOOD LN

COLLEGE AVE

CENTURY AVE

N DIXIE AVE

LEWIS ST

SUNNY CT

RECEIVED

SEP 13 2019

CITY OF FRUITLAND PARK The Villages Daily Sun

1/1

Advertising Invoice

1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

PEGGY
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct. #: 06101497
Phone #: (352)360-6727
Post Date: 09/11/2019
Due Date: 10/27/2019
Invoice #: 305169563
PO #:

Ad #	Text	Start	Stop	Ins.	Amount	Prepaid	Due
00903035	529344 NOPH 2019-007	09/11/2019	10/9/2019	1	302.00	0.00	302.00



Submitted to
finance dept
9/13/19 (K)

Please return a copy with payment

Total Due

302.00

A Service Charge of 1 1/2 percent per month may be added to items not paid in 30 days.

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 6.69 ± ACRES OF PROPERTY OWNED BY THE CITY OF FRUITLAND PARK FROM R-2 TO PUBLIC FACILITIES DISTRICT 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 SCRIVENER'S 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 September 19, 2019 at 6:00 p.m.

Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.

Fruitland Park City Commission Meeting on October 24, 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.

ORDINANCE 2007-032

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, BY INCLUDING WITHIN THE CITY APPROXIMATELY 6.69 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 441, ON THE NORTH SIDE OF SHILOH STREET, AND WEST OF DIXIE AVENUE; REZONING THE PROPERTY FROM COUNTY "A" (AGRICULTURE) AND "LM" (LIGHT INDUSTRIAL) TO "PFD" (PUBLIC FACILITIES DISTRICT) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Peggy Sue Newman as applicant on behalf of owner, the City of Fruitland Park, requesting that real property be annexed into and made a part of the City of Fruitland Park and rezoned from Lake County "A" (Agriculture) and "LM" (Light Industrial) to "PFD" (Public Facilities District) within the city limits of Fruitland Park; and

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

WHEREAS, the property is contiguous to the City of Fruitland Park and reasonably compact; and

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

NOW, THEREFORE, be it ordained by the City Commission of the City of Fruitland Park, Florida:

Section 1. The following described property consisting of approximately 6.69± acres generally located west of U.S. Highway 441, on the north side of Shiloh Street, and east of Dixie Avenue, more particularly described below and contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park:

See Attached Exhibit "A"

The property annexed in this section shall be assigned a zoning designation of "PFD" (Public Facilities District.)

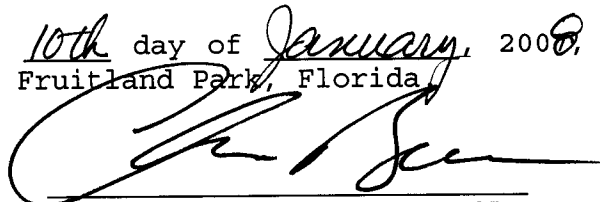
Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County Florida, and the Secretary of State of the State of Florida within seven days after its passage on second and final reading.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

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

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 10th day of January, 2008, by the City Commission of the City of Fruitland Park, Florida



CHRISTOPHER J. BELL, MAYOR

ATTEST:

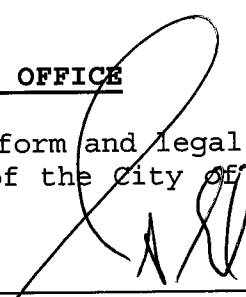

LINDA S. RODRICK, CMC, CITY CLERK

Passed First Reading December 13, 2007

Passed Second Reading January 10, 2008

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Fruitland Park, Florida.



Scott A. Gerken, City Attorney

Date

1/10/08

EXHIBIT A

SW 1/4 OF NE 1/4 E OF ZEPHYR LAKE ESTATES SE 1/4 OF NE 1/4 W
OF OLD DIXIE HWY--LESS BEG AT INTERSECTION OF W R/W LINE OF
OLD DIXIE HWY WITH N R/W LINE OF SHILO RD, RUN N 89-41-50 W
ALONG N R/W LINE 563.17 FT TO SE COR OF ZEPHYR LAKE ESTATES,
N 0-39-18 W ALONG E LINE OF SUB A DIST OF 513.29 FT, S
89-41-50 E 572.39 FT TO W LINE OF OLD DIXIE HWY, S 0-22-29 W
513.22 FT TO POB--
ORB 705 PG 231 ORB 729 PG 816 ORB 1093 PGS 2463 2465 ORB
3295 PG 284

The Villages[®] DAILY SUN

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

Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad # 903035** in the matter of **NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-007**, was published in said newspaper in the issues of

SEPTEMBER 11, 2019
OCTOBER 9, 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.

Sheryl Dufour
(Signature Of Affiant)

Sworn to and subscribed before me this 9 day October 2019.

Robin L. Baldeschwieler
Robin L. Baldeschwieler, Notary

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

Attach Notice Here

ROBIN L. BALDESCHWIELER
MY COMMISSION # GG 026382
EXPIRES: October 10, 2020
Bonded thru Notary Public Underwriters

NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 6.69 ± ACRES OF PROPERTY OWNED BY THE CITY OF FRUITLAND PARK FROM R-2 TO PUBLIC FACILITIES DISTRICT 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 SCRIVENER'S 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 September 19, 2019 at 6:00 p.m.
- Fruitland Park City Commission Meeting on October 10, 2019 at 6:00 p.m.
- Fruitland Park City Commission Meeting on October 24, 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: 5j**

ITEM TITLE: First Reading and Public Hearing - Ordinance 2019-014
LPA and P&Z Board Lake County School District
Representative – Non-Voting Member

For the Meeting of: October 24, 2019

Submitted by: City Attorney/City Manager/Community Development
Director

Date Submitted: October 21, 2019

Funds Required:

Attachments: Yes. Proposed Ordinance 2019-014

Item Description: Proposed Ordinance 2019-014 to include, as a non-voting member to the Local Planning Agency and Planning and Zoning Board, a school district representative from Lake County to attend such meetings when considering a comprehensive plan amendment or rezoning that will increase residential density, if approved.

Action to be Taken: Approve proposed Ordinance 2019-014.

Staff's Recommendation: Approval

Additional Comments: The second reading will be held on November 14, 2019.

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2019-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN CHAPTER 31 OF THE CODE OF ORDINANCES RELATING TO THE LOCAL PLANNING AGENCY AND THE PLANNING AND ZONING BOARD, INCLUDING BUT NOT LIMITED TO PROVIDING FOR A LAKE COUNTY SCHOOL DISTRICT REPRESENTATIVE TO SERVE AS A NONVOTING MEMBER; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature requires that local planning agencies or equivalent agencies that first review rezoning and comprehensive plan amendments to include a representative of the school district appointed by the school board to attend those meetings at which the agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is subject of the application; and

WHEREAS, the City Commission wishes to include in its code the inclusion of a representative of the school district for the local planning agency and the planning and zoning board; and

WHEREAS, the City Charter provides for the planning and zoning board; as does Chapter 31 of the Code of Ordinances and Chapter 152 of the Land Development Code; and

WHEREAS, Chapter 31 of the Code of Ordinances and Chapter 152 of the Land Development Code provides for the local planning agency; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to repeal Sec. 152.090 and Sec. 152.110 in Chapter 152 of the Land Development Code relating to the local planning agency and the planning and zoning board; and

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

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

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

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

Section 2. Amendment. Sections 31.01 – 31.29, in Chapter 31 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

LOCAL ~~LAND~~ PLANNING AGENCY Sec. 31.01. - Establishment.

- (A) Authority. This section is enacted pursuant to, and in accordance with, provisions of F.S. Ch. 163.3174, (~~Local Government Comprehensive Community Planning Act of 1975~~).
- (B) Designation and establishment of local ~~land~~ planning agency. Pursuant to, and in accordance with, F.S. § 163.3174, (~~the Local Government Comprehensive Planning Act of 1975~~) the city commission is hereby designated and established ~~at~~ as the Local Planning Agency for the incorporated territory of the city.

Sec. 31.02. - ~~Organization~~ School Board member.

~~Members of the local planning agency shall continue to be appointed and follow such rules of procedure, methods of choosing officers, setting of public meetings, providing of financial support, and accomplishing its duties as provided in the city charter. For those meetings at which the Local Planning Agency considers comprehensive plan amendments that would, if approved, increase residential density, then a representative of the Lake County School District appointed by the school board shall be included on the Local Planning Agency as a nonvoting member.~~

Sec. 31.03. - Public meetings and records.

All meetings of the local planning agency shall be public meetings and all agency records shall be public records. The local planning agency shall encourage public participation.

Sec. 31.04. - Appropriation of funds.

The city commission shall appropriate funds at its discretion to the local planning agency for expenses necessary in the conduct of its work. The local planning agency may, in order to accomplish the purposes and activities required by the Community Planning Act ~~Local Government Comprehensive Planning Act of 1975~~, expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; provided acceptance of loans or grants must be approved by the city commission.

Sec. 31.05. - Powers and duties.

The local planning agency, in accordance with the Community Planning Act ~~Local Government Comprehensive Planning Act of 1975, F.S. §§ 163.3161 through 163.3111~~ FS §163.3174, shall:

- (A) Conduct the comprehensive planning program and prepare the comprehensive plan or elements or portions thereof for the city and make recommendations to the governing body regarding the adoption or amendment of such plan.

- (B) Coordinate the comprehensive plan or elements or portions thereof with the comprehensive plans of other appropriate local governments and the state.
- (C) Recommend the comprehensive plan or elements or portions thereof to the city commission for adoption.
- (D) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the city commission such changes in the comprehensive plan as may be required from time to time.
- (E) Perform any other functions, duties and responsibilities assigned to it by the city commission from time to time, or by general or special law.

PLANNING AND ZONING BOARD

Sec. 31.25. - Establishment.

Sec. 7.01 of the Charter ~~There is hereby~~ created and established a planning and zoning board for the City of Fruitland Park.

Sec. 31.26. - Membership; terms of office; vacancies.

Membership and terms shall be in accordance with Sec. 7.01 of the Charter. In addition, in compliance with F.S. §163.3174, for those meetings at which the planning and zoning board considers comprehensive plan amendments or rezonings that would, if approved, increase residential density, then a representative of the Lake County School District appointed by the school board shall be included on the planning and zoning board as a nonvoting member.

~~The planning and zoning board shall consist of five persons who are qualified voters of the City of Fruitland Park who shall be appointed, subject to the approval of the city commission, by the mayor. No appointed or elected official or employee of the city may serve as a member of the planning and zoning board. Members shall be appointed for three year terms, and may be reappointed for additional terms, with each year~~ Each term, except when filling a vacancy, shall commence October 1 and ending September 30. Any person appointed to the planning and zoning board shall serve at the pleasure of the commission, and may be removed at any time by a majority vote of the city commission when, in its sole and absolute discretion, removal is necessary. If any member fails to attend two (2) of three (3) consecutive meetings without cause and without prior notice to the city manager, the planning and zoning board shall request the city commission to declare the position vacant. In the event of an appointment to fill a vacancy, When a vacancy occurs, for any reason, prior to the expiration of a term, the city commission, shall appoint a new member to fill the unexpired term of the vacating member.

Sec. 31.27. - Meetings; voting; officers.

The planning and zoning board may adopt such rules and regulations which it deems necessary to carry out its functions and duties as provided in Sec.

7.01 of the Charter and Sec. 31.28 of this section~~the provisions of this chapter.~~
However, the following rules shall apply to the planning and zoning board:

- (A) Meetings. The planning and zoning board shall hold regular meetings at the commission chambers on the third Thursday of each month at 6:00 p.m., or such other time as determined by majority vote of the board. Special meetings may be called by the chairman, when necessary. Notwithstanding the above, the planning and zoning board may, by majority vote, change the meeting time and place so long as the new meeting time and place is publicly noticed.
- (B) Voting. Three members of the planning and zoning board shall constitute a quorum. However, regardless of the existence of a quorum, any action taken by the board must be approved of by at least three members of the board.
- (C) Officers. The planning and zoning board shall annually select from among its membership a chairman and a vice-chairman. This annual selection shall occur at the regularly scheduled October meeting and shall be subject to the approval of the city commission.
- (D) Chairman. The chairman shall:
 - ~~(1) Secure a meeting place for all meetings,~~
 - (1) Preside at all meetings,
 - (2) Call special meetings as ~~he deems~~ deemed necessary,
 - ~~(4) Attest to the accuracy of all minutes of meetings prior to those minutes being submitted to the city commission; and~~
 - ~~(5) Form subcommittees to assist the planning and zoning board in the fulfillment of its duties.~~

Sec. 31.28. - Duties.

The planning and zoning board shall review:

- (A) Annexations;
- (B) Site plans;
- (C) Rezoning;
- (D) Comprehensive plan amendments;
- (E) Land development regulation amendments; and
- (F) Plats.

Further, the planning and zoning board shall perform all other tasks which may be assigned to it from time to time under the provisions of the Charter or by the city commission.

~~Sec. 31.29. Terms of office.~~

~~The terms of office of the current members of the planning and zoning board, shall expire on September 30, 1992; whereupon, appointments to the board, for terms commencing October 1, 1992, will be staggered by an initial stagger as follows:~~

~~(A) Two members shall serve for one year;~~

~~(B) Two members shall serve for two years;~~

~~(C) One member shall serve for three years.~~

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

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

Section 5. Conflicts. That all ordinances or parts of ordinances in conflict herewith are hereby repealed. Sections 152.090 and 152.110 of the City of Fruitland Park Land Development Code are hereby repealed.

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

PASSED and ORDAINED this _____ day of _____, 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

Passed First Reading:
Passed Second Reading:

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a i&ii**

ITEM TITLE: City Manager's Report
For the Meeting of: October 24, 2019
Submitted by: City Manager
Date Submitted: **October 16, 2019**
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: None

Item Description: City Manager's Reports:

- i. Economic Development Status Update
- ii. FY 2020-21 Legislative Funding Initiative Request

Action to be Taken: City Commission Discretion

Staff's Recommendation:

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6b i-ii**

ITEM TITLE: CITY ATTORNEY REPORT

For the Meeting of: October 24, 2019
Submitted by: City Attorney
Date Submitted: October 18, 2019
Funds Required: None
Attachments: None
Item Description: City Attorney Report

Notice of Claim: James Hartson: No developments to report. The civil allegation complained of allegedly would have occurred April 16, 2016.

City of Fruitland Park v. T.D. Burke: Mr. Burke filed the attached Motion to Dismiss the Verified Complaint. In summary Mr. Burke alleges the agreement is between the City and Burke's Bar-B-Q Co., not him individually, and that he signed the document in his capacity as a shareholder/owner of Burke's Bar-B-Q. The Motion alleges that the City cannot state a cause of action against Mr. Burke individually based on the Verified Complaint, the exhibits thereto and case law. Should you have any questions please call me to discuss.

Action to be Taken: N/A

Staff's Recommendation: N/A

Additional Comments:

City Manager Review:

Mayor Authorization:

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7**

ITEM TITLE: Public Comments
For the Meeting of: October 24, 2019
Submitted by: City Attorney
Date Submitted: **October 14, 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

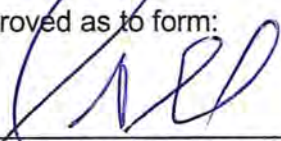
ATTEST:


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