

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

November 14, 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 – Pastor Travis Turner, Heritage Community Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. ANNUAL ELECTION OF OFFICERS

(a) Mayor

(b) Vice Mayor

4. SPECIAL PRESENTATIONS - Police Officer - Swearing-in (city manager/police chief)

Police Officer Courtney Stewart

5. 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

September 26, 2019 joint workshop

(b) Resolution 2019-058 - Fire Pension Board Reappointment - Ducharme (city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE MUNICIPAL FIRE FIGHTERS PENSION TRUST FUND OF THE CITY OF FRUITLAND PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2019-063 – City Hall Generator Grant** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE HAZARD MITIGATION GRANT PROGRAM CONTRACT NUMBER H0275 BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF FRUITLAND PARK, FLORIDA TO PROVIDE FUNDING ASSISTANCE FOR AN EMERGENCY GENERATOR SYSTEM TO CITY HALL, THE POLICE AND FIRE STATION IN FRUITLAND PARK AND PROVIDING FOR AN EFFECTIVE DATE.

6. REGULAR AGENDA

- (a) **Resolution 2019-059 – Lake County Arts and Cultural Alliance Appointment** (city attorney/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE LAKE COUNTY ARTS AND CULTURAL ALLIANCE; PROVIDING FOR TERM EXPIRATION DATE AND PROVIDING FOR AN EFFECTIVE DATE.

- (b) **Public Works Mower Quotes** (city manager/public works director)
Consider the following mower quotes:

- John Deere Z950 ZTrak, FEC Fields Equipment Company, \$11,200;
- Commercial Zero Turn Mower, Kubota Crystal Tractor and Equipment, \$8,750, and
- John Deere Z950M Z Trak, John Deere Everglades, \$8,999.

- (c) **Community Center Quotes – Lights, Furniture and Acoustical Ceilings** (city manager/parks and recreation director)

Consider the following quotes for the community center:

- **Furniture**
 - Table Caddy, Folding Table, Assembly Chair, and Chair Dolly, National Business Furniture, \$29,939.90 (excluding shipping and handling);
 - Tables, Table Dollies, Chairs, and Chair Dollies - Uline, \$30,882 (excluding freight), and
 - Table Caddie, Chair Dolly, Tall Wing Back Chair, and Plastic Folding Table; Worthington Direct \$37,755.70

- **Acoustical (Drop) Ceilings**
 - Barker Acoustical Ceilings Inc. (no response);
 - Acoustic-Pro Interior Construction LLC, \$10,737, and
 - L&D Ceilings, \$10,800

- **Lighting Renovation**
 - Sesco Lighting (Report)
 - Lighting Fixtures – Besco Electric \$16,531.13, and
 - Electrical - Electrical Works of Florida, \$13,390

(d) Northwest Lake Community Park/Cales Memorial Multipurpose Soccer Field (Recreation Complex) - Bleacher Quotes - (city manager/parks and recreation director)

Consider the following bleacher quotes for the Northwest Lake Community Park/Cales Memorial Multipurpose Soccer Field (Recreation Complex):

- One Player Benches only, BSN Sports, \$15,204.87;
- Players Bench (no four-row bleacher with railing option) Park Warehouse, \$4,062.87, and
- Belson Outdoors (bleacher, footboards, and team bench), \$19,040.25

(e) Recreation Department Vehicle Quotes (city manager/parks and recreation director)

Consider the following vehicle quotes for the recreation department:

- 2020 Chevrolet Traverse LS, Vann Gannaway Chevrolet, \$30,989.60;
- 2020 Chevrolet Traverse, Cecil Clark Chevrolet, \$31,000,
- 2019 Chevrolet Traverse, Big Band Chevrolet Buick, \$26,980, and
- 2019 Chevrolet Traverse, Garber Chevrolet Buick GMC, Inc., \$27,634

(f) Resolution 2019-052 Summit Broadband Service Order (city attorney/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 and October 24, 2019 special and regular meetings.)

- (g) Resolution 2019-060 — Fire Assessment Program – Scope of Services Fire Services Assessment Program – GSG** (city attorney/city treasurer)

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

- (h) Resolution 2019-053 – Building and Zoning Building Official - Alpha International Contract Renewal** (city attorney/city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT FOR MUNICIPAL INSPECTION SERVICES BETWEEN ALPHA INSPECTIONS INTERNATIONAL I LLC AND THE CITY OF FRUITLAND PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

- (i) Resolution 2019-065 – Building and Zoning Fee Schedule** (city attorney/city manager/community development director)

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

- (j) Resolution 2019-064- McDirmit Davis CPA – Auditing Services** (city attorney/city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN McDIRMIT DAVIS AND THE CITY OF FRUITLAND PARK, FLORIDA TO PROVIDE AUDITING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

- (k) Library (Gardenia) Café Agreement Discussion** (city manager)
Discuss the Gardenia Café agreement.

- (l) 2020 City Commission Meeting Schedule** (city clerk)
Consider the 2020 city commission meeting schedule and future following workshops:
- Fire Department
 - Five-Year Capital Improvement Program
 - Wastewater Connection Grant

PUBLIC HEARING

- (m) Second 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 24, 2019.)

END OF PUBLIC HEARING

7. OFFICERS' REPORTS

- (a) City Manager**
- i. Economic Development Status Update**
 - ii. Shiloh Cemetery Road Discussion**
 - iii. Alcohol Discussion**
- (b) City Attorney**
- i. Notice of Claim – James Hartson**
 - ii. City of Fruitland Park v. T. D. Burke**

8. 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.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

10. MAYOR'S COMMENTS

11. 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.

November 22, 2019 Lake County League of Cities (LCLC), "Lake~Sumter Metropolitan Planning Organization (MPO), The Commercial Contractors Association of Lake and Sumter Counties, and Election of Officers", Lake Legislative Delegation, 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 11, 2019, MPO Governing Board meeting, 225 W. Guava Street, Lady Lake FL 32159 at 2:00 p.m.;

December 12, 2019, Lake County School District, School Board Chambers, Administrative Complex, 201 West Burleigh Boulevard, Tavares, Florida 32778 at 10:00 a.m.;

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,

January 1, 2020, New Year's Day.

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

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

ITEM TITLE:	Annual Election
For the Meeting of:	November 14, 2019
Submitted by:	City Clerk
Date Submitted:	November 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: According to Article III, Section 3.07, Mayor, the city's charter requires the city commission on an annual basis at its first regular meeting or soon thereafter after the November regular election to elect one of its members as:

- (a) mayor
- (b) vice mayor

Action to be Taken:	Approve the nominations.
Staff's Recommendation:	N/A
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

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

ITEM TITLE: Special Presentation

For the Meeting of: November 14, 2019

Submitted by: City Clerk/City Manager/Police Chief

Date Submitted: November 1, 2019

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: None

Item Description: Special presentation recognizing Police Officer
Courtney Stewart – Swearing-In

Action to be Taken: None

Staff's Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

CITY OF FRUITLAND PARK
CONSENT AGENDA ITEM SUMMARY SHEET
Item Number 5a-c

ITEM TITLE: Draft Workshop Meeting Minutes; Resolution 2019-058, Board Reappointment, and Resolution 2019-063, City Hall Generator Grant

For the Meeting of: November 14, 2019

Submitted by: City Clerk

Date Submitted: November 1, 2019

Funds Required: None

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Yes, draft workshop minutes and proposed Resolution 2019-058 with Board of Trustees Firefighters Pension Trust Fund's draft minutes, and proposed Resolution 2019-063 (not available) with Generator Grant

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 September 26, 2019 joint workshop meeting minutes** as submitted if there are no corrections:

b. **Adopt Resolution 2019-058**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE MUNICIPAL FIRE FIGHTERS PENSION TRUST FUND OF THE CITY OF FRUITLAND PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

c. **Adopt Resolution 2019-063**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE HAZARD MITIGATION GRANT PROGRAM CONTRACT NUMBER H0275 BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF FRUITLAND PARK, FLORIDA TO PROVIDE FUNDING ASSISTANCE FOR AN EMERGENCY GENERATOR SYSTEM TO CITY HALL, THE POLICE AND FIRE STATION IN FRUITLAND PARK AND PROVIDING FOR AN EFFECTIVE DATE.

Action to be Taken: Approve the consent agenda subject to receiving Resolution 2019-063

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

**FRUITLAND PARK CITY COMMISSION AND PLANNING AND ZONING
BOARD JOINT WORKSHOP
DRAFT MEETING MINUTES**

September 26, 2019

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

6:00 p.m.

A workshop meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, September 26, 2019 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Patrick DeGrave and John Mobilian; Planning and Zoning (P&Z) Board members Vice Chair Phillip Pearle, Fred Collins, and Dan Dicus.

Members Absent: Planning and Zoning Board members Chairperson Al Goldberg and Walter Birriel.

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver; Community Development Director Tracy Kelley; Administrative Assistant Kelly Turner, Community Development Department; Police Chief Erik Luce; Public Works Director Dale Bogle; Deputy City Clerk Stevie Taub, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, AND PLEDGE OF ALLEGIANCE

ACTION: 6:00:00 PM Mayor Cheshire called the meeting to order and Police Chief Luce led in the Pledge of Allegiance to the flag.

2. ROLL CALL

Ms. Coulson called the roll and a quorum was declared present.

3. LAND DEVELOPMENT REGULATIONS

Mr. Greg A. Beliveau, LPG Urban and Regional Planners Inc. (consultants retained by the city), reviewed the changes and provisions to the following Land Development Regulations (LDRs):

- **Chapter 152, Administration**

Mr. Beliveau pointed out House Bill 7103, Community Development and Housing and outlined the procedures involved with the development permits and orders approval and application requirements and as a result, addressed the need to amend the provisions under subsection 152.020, Development Order and Development Permit. After discussion, he recommended, after applications are received, to establish Technical Review Committee (TRC) meetings at a specific date and time.

Following further deliberations, Ms. Geraci-Carver addressed her plan to review whether penalties would apply in the applicable state statutes for noncompliance or deficiencies with applications provided within the specified period.

After Mr. Beliveau referred to language under 152.040(b), notification of public hearing and Mayor Cheshire recalled the city commission's consensus at its April 5, 2018 workshop (accept the revisions and revert the cross-through language), **by unanimous consent, the city commission and planning and zoning board accepted staff's recommendations on the provisions for adjoining owners to read: . . . similar barrier of one hundred and fifty (150) feet.**

After Mr. Beliveau addressed the plan to implement a TRC meeting schedule for the subject application process, Ms. Geraci-Carver recognized the TRC as a public advisory board under the Government-in-the-Sunshine Law which needs to be publicly noticed.

Following much discussion, and **by unanimous consent, the city commission and planning and zoning board approved under subsection 152.080, that the technical review committee continue to meet informally outside the Florida Government-in-the-Sunshine Laws, and not as a public body, to provide technical review of all applications for development approval and for the community development department director to grant final approval as authorized in the land development code and House Bill 7103, Community Development and Housing.**

Upon Vice Mayor Gunter's suggestion and **by unanimous consent, the city commission and the planning and zoning board approved amending subsection 152.080 b), membership and organizations to include police.**

After Mr. Beliveau pointed out and recognized under subsection 152.110: c), powers and duties, where the local planning agency's purpose is to consider comprehensive plan amendments, Ms. Geraci-Carver referred to the requirements under subsection 163.3174 of the statutes permitting a non-voting member -- representing Lake County School District to be appointed by the school board -- to serve on the P&Z Board as it relates to approvals that will increase residential density which has an impact to the schools.

In response, Commissioner Bell recommended that school board be encouraged to appoint a board member for district 2 (who represents Fruitland Park Elementary).

Chapter 158, Stormwater Management

Chapter 158, Stormwater Management was not addressed at this time.

Chapter 159, Utilities

Vice Mayor Gunter questioned the proposed changes to update the city's boundaries if the service area has changed outlined under subsection 159.020(b), City of Fruitland Park Utility Service Zone,

The city commission and planning and zoning board, by unanimous consent, accepted the city attorney's recommendations to transfer the provisions under subsection 159.020:b), City of Fruitland Park Utility Service Zone, to the city's code of ordinances.

Additionally the city commission and planning and zoning board agreed to incorporate within the Land Development Regulations the city's current Waterworks System, Chapter 50 and Chapter 180 of the Florida Statutes which provides municipalities with the establishment and operation of same and requires connections to utilities and all related matters outlining utilities and specifications for development and accepted the recommendation, upon determination, to include such provisions under the proposed Utility Service Provision Outside Municipal Boundaries Ordinance 2019-013 to be considered later in this evening's special meeting and prior to the second reading.

Chapter 160, Site Development Plan Approval

Following extensive deliberations, Mr. Beliveau noted the revisions under Chapter 160, Site Development Plan Approval.

After extensive discussions and in response to Commissioner Mobilian's concerns, Mayor Cheshire requested that Mr. Beliveau report back on a more stringent tree preservation requirement.

Chapter 163, Sign Regulations

After discussion and at Commissioner DeGrave's request, **the city commission and planning and zoning board, by unanimous consent, agreed to direct staff to include under subsection 163.040 2), sign spinners and later in the meeting, hot air balloon signs as prohibited signs.**

Later in the meeting, **the city commission and the planning and zoning board, by unanimous consent, accepted LPG Urban and Regional Planners Inc's recommendation to incorporate the change of sign spinners under subsection 163.070: c) 2) xii), Temporary Signs and draft language that all freestanding monument (multi-tenant) signs are exempt.**

Earlier in the meeting, subsequent to lengthy discussions and after Commissioner DeGrave pointed out subsection 163:070: c) 1) xii), Billboard Signs and voiced concerns on the close proximity of same, Mayor Cheshire concurred in the affirmative to Ms. Geraci-Carver's recommendations to review the statutory requirement and requested that she subsequently meet with Mr. Beliveau in that regard.

Following further discussions and at Mayor Cheshire's request, Ms. Coulson referred to political and campaign signs not addressed in the LDRs; pointed out the election laws (Chapter 479, Outdoor Advertising, Usage and Removal of Political Campaign Advertisements) and the City of Leesburg's Code (subsection 25-424(i)(1)c.,

temporary signs), and agreed with Ms. Geraci-Carver's suggestion for her to review same, include such provision in the LDRs and report back.

Upon Commissioner DeGrave's suggestion, concurred by Mr. Beliveau, it was agreed that there be a regulation for businesses with a large (monument) permitted signs as an anchor to be predicted on the unit's square footage non-transferrable between property owners.

Following much discussion and subsequent to Commissioner Bell's reference to subsection 163.070 b), Signs in Multi-Family Developments, Messrs. Beliveau and La Venia addressed the nonconformity of monument signs as reflected under subsection 163:050, non-conforming signs where it was acknowledged to change same to conforming signs; recognized the expense involved, and noted the opportunity to utilize the city's existing Community Redevelopment Agency's (CRA's) business improvement matching grant façade program for \$2,500 which includes the retrofitting of signs.

Mayor Cheshire questioned the signs on US Highway 27/441 that are not permitted and nonconforming to the LDRs and the businesses that the code enforcement officer is visiting which are not permitted which should be removed.

After much discussion, Mayor Cheshire recalled the city commission's consensus at its April 5, 2018 workshop to change the provisions under Subsection 163.050: a) 7), Continuance of Non-Conformities, *to be repaired within one year* and Subsection 163.050: c), Repairs Maintenance and Improvements to be made during any one-year period and accepted the concept of utilizing Community Redevelopment Agency funds.

Following further deliberations, Ms. Geraci-Carver gave reasons on the need for Subsection 163.050 to be rewritten due to the trigger in the change of use or property ownership, tenancy and annexation into the city; Commissioner DeGrave addressed the requirements to regulate new change of certificate of occupancy, and Mayor Cheshire reiterated the need to conform with the provisions of the LDRs.

Mr. Beliveau made recommendations to revise the following provisions under non-conforming signs:

- Subsection 163.050: b) 3)
Signs located on property annexed into the City that are nonconforming can remain in place for a period of not more than two (2) years from the adoption of the annexation ordinance to read: one and one-half (1.5) years;
- Subsection 163.050 b) 5)
There may be a change of tenancy or ownership of a non-conforming sign without the loss of non-conforming status, if the property is not abandoned as defined in

this Chapter of the City of Fruitland Park Land Development Code to indicate the change of use and ownership to comply with the LDRs;

- Subsection 163.050: d)
If any non-conforming sign is damaged to such an extent that the cost of repair and reconstruction will exceed fifty (50) percent of the replacement cost at the time of damage, it shall not be used or reconstructed except in full conformity with the provisions of the Land Development Code, and
- Subsection 163.050: b) 4)
Conforming changed to nonconforming status.

After Commissioner Bell pointed out concerns on the language under subsection 163:070: c) 1) ix), Multiple Frontage Properties and subsection 163:070: a) 1) v), Permanent Signs and following much discussion, **the city commission and the planning and zoning board, by unanimous consent directed the city attorney to draft language (under subsection 163.070 a) 1) v)) that the change of occupancy would trigger the signage on the building structure and not the freestanding monument (multi-tenant) sign for the street frontage allowing up to five years and at the request of the property owner either grant a variance or an extension based on evidence of a hardship or; otherwise, decide for a shorter period (a year).**

Upon Commissioner DeGrave's suggestion, **and by unanimous consent, the city commission and planning and zoning board directed staff to include prioritizing under subsection 163.070: c) 2) xi) the:**

- **enforcement of nonconforming signs by focusing on the signs located on US Highway 27/441 that are not permitted and**
- **regulation of temporary signs and 25% (percent) of glass with the total square footage of retail space on commercial window signs; implementation of voluntary compliance and utilization of the code enforcement process when property owners are in violation when the percentage exceeds 10 or 15 percent (with the decision on the dimensions to be determined by the special magistrate), and**

communicate with The Villages Community Development District requesting that its sign code be shared with the city commission and the planning and zoning board and ensure that the subject provisions conform with Lake County arterials under its land development regulations.

4. OTHER BUSINESS

- **Chapter 164, Landscape Requirements and Tree Protection (Buffers and Uses)**
Mr. Beliveau recalled the city commission's review of Chapter 164, Landscape Requirements and Tree Protection (Buffers and Uses) at its August 2, 2018 workshop; referred to the additional information on water conservation received from Ms. Jennifer "Jen" Bolling, Jacobs - Boling Engineering LLC (formally known as CH2M Hill

Companies Inc., consultants retained by the city who is assisting with the Consumptive Use Permits, and addressed the ability to address such amendments to the subject chapter.

Mr. Beliveau noted the city's requirements to implement St. Johns River Water Management District's guidelines existing waterwise plant and the Florida-Friendly plant databases accessible under its website link: <https://www.sjrwmd.com/water-conservation/waterwise-landscaping/efficient-water-use/> which can be referenced under Chapter 158, Stormwater Management or LPG can provide said component as a section to be inserted within the code. He referred to the guidelines entitled "Florida-Friendly Landscape Guidance Models for Ordinances, Covenants, and Restrictions"; a copy of which is filed with the supplemental papers to the minutes of this meeting.

By unanimous consent, the city commission and the planning and zoning board, agreed to allow staff to incorporate St. Johns River Water Management District's (SJRWMD's) guidelines, as previously cited, by reference under Chapter 164, Landscape Requirements and Tree Protection (Buffers and Uses).

In response to Ms. Kelley's inquiry, Mayor Cheshire suggested that one final revision of the complete LDRs ought to be reviewed at a future meeting.

5. ADJOURNMENT

There being no further business to come before the city commission and planning and zoning board, the meeting adjourned at 8:33 p.m.

The minutes were approved at the November 14, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

RESOLUTION 2019-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE MUNICIPAL FIRE FIGHTERS PENSION TRUST FUND OF THE CITY OF FRUITLAND PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park established a municipal fire fighters pension trust fund; and

WHEREAS, Mr. Kevin Ducharme was appointed for a term of two years; and

WHEREAS, Mr. Ducharme’s term will expire on December 31, 2019 and he wishes to serve for another two-year term.

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

1. Mr. Kevin Ducharme is hereby reappointed to serve another term of two years to December 31, 2021 on the City of Fruitland Park Board of Trustees of the Municipal Fire Fighters Pension Trust Fund.

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 14th day of November 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

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**FRUITLAND PARK
BOARD OF TRUSTEES FIREFIGHTERS PENSION TRUST FUND
DRAFT MINUTES
October 8, 2019**

A meeting of the City of Fruitland Park Board of Trustees Firefighters Pension Trust Fund was held in the City Commission Executive Room at 506 West Berckman Street, Florida, 34731 on Tuesday, October 8, 2019 at 6:00 p.m.

Members Present: Firefighter Kevin Ducharme (firefighter: fire department appointed), Chair
Messrs. Edgar J. “Jerry” Elton (residents: commission-appointed)
Marc Matthews Jr., (pension board: appointed),
Charles “Chuck” Themm (residents: commission-appointed), and
City Treasurer Jeannine Racine (alternate)

Members Absent: Messrs. Taylor Luttfriing (firefighter: fire department appointed), Vice
Chair and

Also Present: City Clerk Esther B. Coulson.

The chair called the meeting to order at 6:03 p.m.

1. Pledge of Allegiance

The chair led in the Pledge of Allegiance to the flag.

2. Roll Call

Ms. Coulson called the roll and a quorum was declared present.

3. Approval of Minutes

On motion of Mr. Matthews, seconded by Mr. Elton and unanimously carried, the board approved the July 16, 2019 meeting minutes as submitted.

4. Public Comments

There were no public comments at this time.

5. City Treasurer’s Report

2018 Premium Tax Distribution – Retirement Trust Fund

Ms. Racine referred to a recent letter she received from the State of Florida Attorney General regarding the amount of \$24,962.98 and the other collected from the fire insurance contributions and recommended combining the funds into one account.

Cash by Fund – August 31, 2019

Ms. Racine reviewed the funds in the cash account (\$85,312 in SSA and \$522.812 in Edward Jones) totaling \$608,124.

On motion of Mr. Matthews, seconded by Mr. Themm and unanimously carried, the board accepted the treasurer's report as submitted.

6. Other Business

After Ms. Coulson recognized that Chair Ducharme's two-year term on the board will be expiring on December 31, 2019, he voiced his acceptance to serve for another term.

On motion of Mr. Themm, seconded by Mr. Elton and unanimously carried, the board recommended that Chair Ducharme serve another two-year term (firefighter category) on the fire pension board.

8. Board of Trustees' Comments

There were no comments from the board members.

9. Next Meeting Date

After discussion and by unanimous consent, the board agreed to hold the next meeting at 6:00 p.m. on Tuesday, January 21, 2021.

10. Adjournment

There being no further business to come before the board at this time, the meeting adjourned at 6:10 p.m.

Submitted: _____
Esther B. Coulson, City Clerk

Chair



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

October 28, 2019

Mr. Dale Bogle, Public Works Director
City of Fruitland Park
506 W Beckman Street
Fruitland Park, Florida 34731

**Re: 4337-187-R, City of Fruitland Park
Generator Project**

Dear Mr. Bogle:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0275 between the City of Fruitland Park and the Division of Emergency Management.

Douglas Galvan, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Douglas Galvan at (850) 815-4583.

Respectfully,

A handwritten signature in blue ink, appearing to read "Miles E. Anderson".

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:vsa

Enclosure

Agreement Number: H0275

Project Number: 4337-187-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>CITY OF FRUITLAND PARK</u>
Sub-Recipient's unique entity identifier:	<u>59-6031169</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>July 5, 2019</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru August 31, 2021</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$57,261.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$57,261.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$57,261.00</u>
Federal award project description (see FFATA):	<u>Generator Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Douglas.galvan@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Fruitland Park, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Douglas Galvan, Project Manager
Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4583
Email: Douglas.galvan@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Dale Bogle, Public Works Director
City of Fruitland Park
506 W Berckman Street
Fruitland Park, Florida 34731
Telephone: (352) 360-6795
Email: dbogle@fruitlandpark.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **August 31, 2021**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$57,261.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
 - iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
 - v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
 - e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
 - f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
 - g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

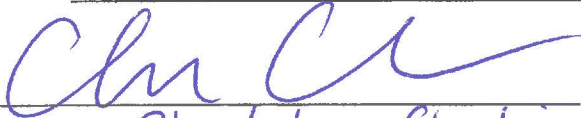
d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF FRUITLAND PARK

By: 
Name and Title: Christopher Cheshire Mayor
Date: 9/19/19

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT


By: 
Name and Title: Miles E. Anderson, for
Jared Moskowitz, Director
Date: 10-30-2019

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$57,261.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Fruitland Park City Hall, Police Station and Fire Station (EMS) in Fruitland Park, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-187-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Fruitland Park agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient, the City of Fruitland Park, proposes to purchase and install a permanent generator to provide emergency power to Fruitland Park City Hall, Police Station and Fire Station (EMS) located at 506 W Berckman Street, Fruitland Park, FL 34731. Coordinates: (28.858449, -81.912341). The proposed generator has a 100 KW capacity.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments

were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to Fruitland Park City Hall, Police Station and Fire Station (EMS) located at 506 W Berckman Street, Fruitland Park, FL 34731, by installing a 100 kW generator with switches and concrete pad.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number 4337-187-R. It is funded under HMGP, FEMA-Irma-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on July 5, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **August 31, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3 Months
Design / Permitting:	3 Months
Bidding and Contracting:	3 Months
Construction / Installation:	12 Months
State and Local Inspection:	2 Months
Closeout:	1 Month
<u>Total Period of Performance:</u>	<u>24 Months</u>

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$43,898.00	\$32,923.50	\$10,974.50
Labor:	\$32,450.00	\$24,337.50	\$8,112.50
Fees:	\$0.00	\$0.00	\$0.00
<hr/>			
Initial Agreement Amount:	\$76,348.00	\$57,261.00	\$19,087.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$76,348.00	\$57,261.00	\$19,087.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

Federal Share:	\$57,261.00	(75%)
Non-Federal Share:	\$19,087.00	(25%)
Total Project Cost:	\$76,348.00	(100%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: CITY OF FRUITLAND PARK

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Generator Project PROJECT #: 4337-187-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0275

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount __%	Obligated Non- Federal __%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
	DATE _____

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: CITY OF FRUITLAND PARK PAYMENT #: _____
 PROJECT TYPE: Generator Project PROJECT #: 4337-187-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0275

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF FRUITLAND PARK

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.
PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days.
 Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: CITY OF FRUITLAND PARK PROJECT #: 4337-187-R
PROJECT TYPE: Generator Project CONTRACT #: H0275
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-Jun 20__ \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____
Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? Yes No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional **Comments/Elaboration:**

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions:

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

CITY OF FRUITLAND PARK
Sub-Recipient's Name

H0275
DEM Contract Number

4337-187-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-187-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 57,261.00

OBLIGATION/ACTION DATE: July 5, 2019

SUBAWARD DATE (if applicable): _____

DUNS#: 064814320

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient, the City of Fruitland Park, proposes purchase and install a permanent generator to provide emergency power to Fruitland Park City Hall, Police Station and Fire Station (EMS) located at 506 W Berckman Street, Fruitland Park, FL 34731. Coordinates: (28.858449, -81.912341). The proposed generator has a 100 KW capacity. _

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

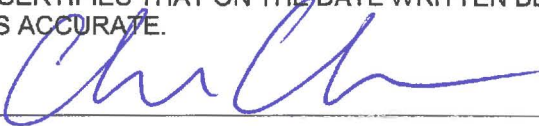
- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: 

NAME AND TITLE: Christopher Cheshire Mayor

DATE: 9/19/19

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401. "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1996 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1362. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a

ITEM TITLE: Resolution 2019-059 Lake County Arts and Cultural Alliance Appointment

For the Meeting of: November 14, 2019

Submitted by: City Clerk

Date Submitted: November 1, 2019

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Proposed Resolution 2019-059, Lake County Ordinance 2019-46 and supporting documents

Item Description: Resolution 2019-059 appointing a member to serve on the Lake County Arts and Cultural Alliance. The city commission would need to select a member to serve for three years if it desires to have a representative to serve on the alliance.

Action to be Taken: Adopt Resolution 2019-059 selecting a member to serve on the Lake County Arts and Cultural Alliance.

Staff's Recommendation: Approval.

Additional Comments: This selection is required by November 18, 2019.

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2019-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE LAKE COUNTY ARTS AND CULTURAL ALLIANCE AND; PROVIDING FOR TERM EXPIRATION DATE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake County Ordinance 2019-46 amended the membership requirements on the Lake County Arts and Cultural Alliance from seven members to 15, adding one public-at-large member and adding the unrepresented municipalities to include the City of Fruitland Park; and

WHEREAS, the City Commission desires to appoint a member to represent the City of Fruitland Park to serve a three-year term.

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

1. is hereby appointed to serve as a member of the Lake County Arts and Cultural Alliance. The term will be for three years.
2. This resolution shall take effect upon its adoption by the City Commission of the City of Fruitland Park, Florida.

APPROVED this 14th day of November 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



September 19, 2019

Gary La Venia, City Manager
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

RE: Lake County Arts and Cultural Alliance

Dear Mr. La Venia:

At the August 13, 2019 BCC meeting, the Board of County Commissioners approved Ordinance 2019-46 which amended the membership requirements on the Arts and Cultural Alliance (Alliance) from seven members to fifteen members adding one public-at-large member, and adding the unrepresented municipalities: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Montverde, and Umatilla. A copy of that ordinance is attached.

All individuals acting as a representative of a municipality shall be selected by the governing body of that municipality to serve a three-year term on the Alliance. The Board of County Commissioners appoints members to the Alliance as recommended by the municipality. If you would like your municipality to have representation on the committee, we would appreciate your selection of an individual to serve a three-year term starting on the date of their appointment. Please provide us with the name, home address, home phone, business phone, FAX number, and email address of your selection within 60 days of this notification as outlined in the attached Ordinance, Section 2-90.37(b) Membership. You may also provide us with your selection of an alternate member as per Section 2-90.37(f).

Thank you in advance for your assistance. If you have any questions, please feel free to contact Niki Booth, Executive Office Manager, at 352-343-9849 or nbooth@lakecountyfl.gov.

Sincerely,

Leslie Campione
Chairman

/nb

cc: Kathy Pagan, Agency for Economic Prosperity
Brandon Matulka, Executive Director, Agency for Economic Prosperity

BOARD OF COUNTY COMMISSIONERS' OFFICE
P.O. BOX 7800 • 315 W. MAIN ST. • SUITE 316 • TAVARES, FL 32778 • P 352.343.9850 • F 352.343.9495
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICB, QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

1 **Summary of Ordinance**

2 The purpose of this Ordinance is to amend Lake County Code, Chapter 2, Article IV, Division 10,
3 entitled Lake County Arts and Cultural Alliance, amending the membership of the Alliance by
4 adding two at-large members, increasing the terms from two years to three years, providing for the
5 appointment of alternate members, and modifying the quorum requirement to be five members.

6 Changes are shown as follows: Strikethrough for deletions and Underline for additions to existing Code sections. The
7 notation “* * *” shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or
8 relettering that might be needed).

9 **ORDINANCE 2019 - 46**

10 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF**
11 **LAKE COUNTY, FLORIDA; AMENDING LAKE COUNTY CODE,**
12 **CHAPTER 2, ARTICLE IV, DIVISION 10, ENTITLED LAKE COUNTY**
13 **ARTS AND CULTURAL ALLIANCE; AMENDING THE MEMBERSHIP;**
14 **AMENDING THE TERM FROM TWO YEARS TO THREE YEARS;**
15 **PROVIDING FOR APPOINTMENT OF ALTERNATE MEMBERS;**
16 **MODIFYING THE QUORUM REQUIREMENT; PROVIDING FOR**
17 **INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY;**
18 **PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND**
19 **PROVIDING AN EFFECTIVE DATE.**

20 **WHEREAS**, the Board of County Commissioners of Lake County, Florida, desires to
21 amend Lake County Code, Chapter 2, Article IV, Division 10, entitled Lake County Arts and
22 Cultural Alliance, to modify membership, term, and quorum requirements; and

23 **WHEREAS**, the Lake County Board of County Commissioners determines that these
24 amendments are in the best interests the public health, safety and welfare of Lake County.

25 **NOW THEREFORE**, be it ordained by the Board of County Commissioners of Lake
26 County, Florida, as follows:

27 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated
28 herein.

29 **Section 2. Amendment.** Lake County Code, Chapter 2, Article IV, Division 10,
30 entitled *Lake County Arts and Cultural Alliance*, is hereby amended as follows:

31 **Sec. 2-90.36. Title.**

32 The Lake County Arts and Cultural Alliance is hereby created, hereinafter referred to as
33 the "alliance."

34 **Sec. 2-90.37. Membership.**

35 (a) The Alliance shall have ~~seventeen~~ sevenfifteen (715) members and shall include one (1) member
36 of the public at large designated by the board of county commissioners and one (1)
37 member who is a representative of each of the following municipalities: Clermont,
38 Eustis, Minneola, Leesburg, Tavares, and Mount Dora, ~~Additionally, there shall be~~
39 ~~one (1) member who shall represent the following municipalities on a rotating basis:~~

1 Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte,
2 Monteverde and Umatilla. ~~The member representing the smaller municipalities shall~~
3 ~~serve one (1) year terms, rotating in alphabetical order.~~

4 (b) All individuals acting as a representative of a municipality shall be recommended by
5 the governing body of that municipality. The board of county commissioners will
6 appoint members to the alliance as recommended by the municipality. In the event that
7 a municipality fails to recommend a member to serve on the alliance within sixty (60)
8 days after notification of a vacancy, the appointment shall be made by the board. ~~In the~~
9 ~~event that the municipality representing the smaller cities fails to recommend a member~~
10 ~~to serve on the alliance within sixty (60) days after notification of its term, the~~
11 ~~governing body of the next municipality shall make a recommendation to fill the~~
12 ~~position.~~

13 (c) Each ~~permanent~~ member shall be appointed for a term of ~~two~~three (3) years; ~~provided,~~
14 ~~however, the initial terms of the members representing Clermont, Leesburg, and~~
15 ~~Minneola shall expire July 31, 2008. The initial terms of the remainder of the members~~
16 ~~shall expire July 31, 2009. Thereafter, all membership terms shall for be two (2) years.~~
17 If a vacancy occurs, the board shall appoint a replacement member to serve the
18 remainder of the term as set forth above. Members may be reappointed.

19 (d) Committee members may be removed by the board of county commissioners at any
20 time. Regular attendance at meetings is required.

21 (e) A member of the Lake County Board of County Commissioners shall serve as a non-
22 voting liaison to the committee.

23 (f) A municipality may recommend that the board of county commissioners appoint an
24 alternate member to act as an alternate representative of that municipality. An alternate
25 member may participate in all discussions, but have no right to vote unless acting as a
26 replacement for a regular alliance member who is absent at the meeting.

27 **Sec. 2-90.38. Duties.**

28 The alliance shall advise the board of county commissioners on matters relating to arts and
29 cultural affairs within the county. The alliance shall:

30 (1) Encourage and facilitate more efficient use of public and private resources for the
31 development and support of the arts.

32 (2) Assess opportunities for the arts, artists, art institutions, community arts organizations
33 and the citizens of the county relating to the arts.

34 (3) Provide recommendations regarding use of Florida Arts License Plate fees received
35 pursuant to F.S. § 320.08058(12).

36 (4) Provide recommendations to the board regarding technical assistance to the arts
37 community, including advising the board on available local, state or federal grants that
38 may be available for application.

39 (5) Stimulate public awareness and appreciation of the arts in Lake County.

1 (6) Perform any other functions as directed by the board of county commissioners
2 regarding matters related to the arts.

3 **Sec. 2-90.39. Procedures.**

4 (a) The alliance shall meet at least quarterly or more often as determined by the alliance.

5 (b) The members of the alliance shall elect a chairman and vice-chairman.

6 (c) All meetings shall be held in a public place and shall be open to the public pursuant to
7 F.S. § 286.011.

8 (d) All meetings shall be noticed and minutes recorded.

9 (e) Robert's Rules of Order, Newly Revised, shall be the reference source on all questions
10 of parliamentary procedure.

11 (f) A quorum for conducting business shall be ~~a majority of the currently appointed~~ five
12 (5) members.

13 **Secs. 2-90.40, 2-90.41. Reserved.**

14 **Section 3. Inclusion in Code.** It is the intent of the Board of County Commissioners
15 that the provisions of this Ordinance shall become and be made a part of the Lake County Code
16 and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance"
17 may be changed to "section", "article", or such other appropriate word or phrase in order to
18 accomplish such intentions.

19 **Section 4. Severability.** If any section, sentence, clause, phrase or word of this
20 Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such
21 holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be
22 construed to have been the Commissioners' intent to pass this Ordinance without such
23 unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the
24 exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been
25 included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any
26 person, groups of persons, property, kind of property, circumstances or set of circumstances, such
27 holding shall not affect the applicability thereof to any other person, property or circumstances.

28 **Section 5. Filing with the Department of State.** The Clerk shall be and is hereby
29 directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the
30 State of Florida in accordance with Section 125.66, Florida Statutes.

31
32 *{Remainder of page left intentionally blank.}*

1 **Section 6. Effective Date.** This Ordinance shall become effective as provided for by law.

2
3 ENACTED this day of 13th day of August, 2019.

4 FILED with the Secretary of State the 20 day of August, 2019.

5 **COUNTY**

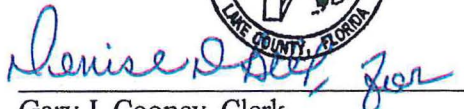
6 BOARD OF COUNTY COMMISSIONERS
7 OF LAKE COUNTY, FLORIDA

8 
9 _____
Leslie Campione, Chairman


10 This 13 day of August, 2019.

11 ATTEST:



12 
13 Gary J. Cooney, Clerk
14 Board of County Commissioners of
15 Lake County, Florida

16 Approved as to form and legality:

17 
18 _____
Melanie Marsh, County Attorney



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

August 20, 2019

Mr. Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Attention: Kathleen Bregel

Dear Mr. Cooney:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your electronic copy of Lake County Ordinance No. 2019-46, which was filed in this office on August 20, 2019.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6b**

ITEM TITLE: Mower Quotes Public Works Department

For the Meeting of: November 14, 2019
Submitted by: City Manager/Public Works Director
Date Submitted: November 6, 2019
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Mower equipment quotes.

Item Description: Mower equipment bid quotes from the following:

- John Deere Z950 ZTrak, FEC Fields Equipment Company, \$11,200;
- Commercial Zero Turn Mower, Kubota Crystal Tractor and Equipment, \$8,750, and
- John Deere Z950M Z Trak, John Deere Everglades, \$8,999.

Action to be Taken: Review, select and approve the lowest, responsive and responsible bidder.

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes



Quote Summary

Prepared For:

City Of Fruitland Park
506 W Berckman St
Fruitland Park, FL 34731
Business: 352-360-6727

Prepared By:

Andrew Vester
Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715-9273
Phone: 352-394-7181
avester@fieldsequip.com

Quote Id: 20733838

Created On: 01 November 2019

Last Modified On: 01 November 2019

Expiration Date: 29 November 2019

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z950R ZTrak	\$ 11,200.00 X	1 =	\$ 11,200.00
Equipment Total			\$ 11,200.00

Quote Summary

Equipment Total	\$ 11,200.00
SubTotal	\$ 11,200.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,200.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,200.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 20733838

Customer: CITY OF FRUITLAND PARK

JOHN DEERE Z950R ZTrak

Hours:

Stock Number:

				Selling Price
				\$ 11,200.00
Code	Description	Qty	Unit	Extended
2192TC	Z950R ZTrak	1	\$ 14,399.00	\$ 14,399.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
1038	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 949.00	\$ 949.00
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 949.00
Value Added Services Total				\$ 0.00
Other Charges				
	EnviroCrate	1	\$ 40.00	\$ 40.00
Other Charges Total				\$ 40.00
Suggested Price				\$ 15,388.00
Customer Discounts				
Customer Discounts Total			\$ -4,188.00	\$ -4,188.00
Total Selling Price				\$ 11,200.00

The MICHELIN® X® TWEEL® TURF™

Exclusively on John Deere ZTrak™ 900 B, M, R Series Mowers*





Ship To	Kubota Dealer	Bill To
dale vogle FL	CRYSTAL KUBOTA 3701 W. MAIN STREET LEESBURG, FL 34748	Kevin Mason Phone: (352) 787-1234 Email: kmason@crystaltractor.com
		dale vogle FL

Equipment Detail

Description	Manufacturer	Model #	Qty	Price Each	Total
Z726XKW-2-60 - COMMERCIAL ZERO-TURN MOWER W/26HP AND SUSPENSION SEAT	Kubota	Z726XKW-2-60	1	\$9,250.00	\$9,250.00

Finance Details

Equipment Total	\$9,250.00
Finance Sub-total^	\$9,250.00

Cash Details

Equipment Total	\$9,250.00
Cash Incentives	(\$500.00)
Cash Sale Price	\$8,750.00

^ Not including Tax, Incentives, Insurance, and Ex. Warranty. See Below

Finance Terms

Term / APR	Min Down Percent	Incentives	Tax	Total Financed at Rate	KTAC Insurance	Extended Warranty	Finance Sale Price	Estimated Monthly Payment
12 Months / 0.00%	0%		\$0.00	\$9,250.00	\$250.00	\$0.00	\$9,500.00	\$787.02
24 Months / 0.00%	0%		\$0.00	\$9,250.00	\$338.60	\$0.00	\$9,588.60	\$399.53
36 Months / 0.00%	0%		\$0.00	\$9,250.00	\$482.90	\$0.00	\$9,732.90	\$270.35
48 Months / 0.00%	0%		\$0.00	\$9,250.00	\$627.20	\$0.00	\$9,877.20	\$205.78
60 Months / 0.00%	0%		\$0.00	\$9,250.00	\$771.50	\$0.00	\$10,021.50	\$167.03
72 Months / 1.99%	0%		\$0.00	\$9,250.00	\$915.80	\$0.00	\$10,165.80	\$149.12

60" DELK

24HP KAW

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.



Z700 Series

Z726XKW-2-60

*** EQUIPMENT IN STANDARD MACHINE ***

GASOLINE ENGINE

Kawasaki FX801V
Air-cooled, V-Twin Vertical Shaft
25.5 HP @ 3600 rpm
Displacement 852 cc
Kubota Model GH860V

TRANSMISSION

Parker Torqpack HTG14
Integrated 14cc pump and wheel motor
Internal Parking Brake
Forward Speeds 0 - 11.2 mph
Reverse Speeds 0 - 5.6 mph

STEERING / MOTION CONTROL

(2) Hand Levers
Hydraulically Damped

FLUID CAPACITY

Fuel Tank 11.6 gal
Oil 1.9 qts
Transaxle 3.5 qts

DIMENSIONS

Height 70.8"
Length 83.9"
Width w/o deck 54.7"
Wheelbase 51"

OPERATING FEATURES

Premium Adjustable Suspension Seat
Zero Turn Radius
Foot Controlled Brake
Adjustable Levers and Mower Deck Lift Pedal
Cup Holder & Storage Compartments
Semi-pneumatic, Smooth, Flat free Front Tires

SAFETY EQUIPMENT

Seat Safety Switch
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS

PTO SYSTEM

Belt Driven
Dynamo-Electric clutch

MOWER DECK

60" Cutting Width
1-5" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
Fabricated 8 Gauge Steel
6" Deep Design
3 Blades
18,600 fpm Blade Tip Speed
Maintenance-Free Sealed Spindles

* Manufacturer's estimate.



Quote Summary

Prepared For:

City Of Fruitland Park
501 W Berckman St
Fruitland Park, FL 34731
Business: 352-787-6089

Prepared By:

Michael Sleeper
Everglades Equipment Group
1800 Us Highway 441
Leesburg, FL 34748
Phone: 352-315-1016
msleeper@evergladesfarmequipment.com

Quote Id: 20267417
Created On: 19 August 2019
Last Modified On: 19 August 2019
Expiration Date: 31 October 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z950M ZTrak	\$ 12,483.00	\$ 8,999.00 X	1 =	\$ 8,999.00
Equipment Total				\$ 8,999.00

Quote Summary

Equipment Total	\$ 8,999.00
SubTotal	\$ 8,999.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 8,999.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 8,999.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 20267417

Customer: CITY OF FRUITLAND PARK

JOHN DEERE Z950M ZTrak

Hours:

Suggested List

Stock Number:

\$ 12,483.00

Code	Description	Qty
0692TC	Z950M ZTrak	1

Standard Options - Per Unit

001A	United States/Canada	1
1038	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1
1504	60 In. Side Discharge Mower Deck	1
2000	Deluxe Comfort Seat with Armrests	1

Other Charges

setup	1
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**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6c**

ITEM TITLE: Community Center Quotes Parks and Recreation Department

For the Meeting of: November 14, 2019
Submitted by: City Manager/Parks and Recreation Director
Date Submitted: November 6, 2019
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Community Center Quotes (lighting, furniture, and ceiling), lighting report and spreadsheet

Item Description: Community Center bid quotes for the following:

- **Furniture**
 - Table Caddy, Folding Table, Assembly Chair, and Chair Dolly, National Business Furniture, \$29,939.90 (excluding shipping and handling);
 - Tables, Table Dollies, Chairs, and Chair Dollies - Uline, \$30,882 (excluding freight), and
 - Table Caddie, Chair Dolly, Tall Wing Back Chair, and Plastic Folding Table; Worthington Direct \$37,755.70
- **Acoustical (Drop) Ceilings**
 - Barker Acoustical Ceilings Inc. (no response)
 - Acoustic-Pro Interior Construction LLC, \$10,737, and
 - L&D Ceilings, \$10,800
- **Lighting Renovation**
(Sesco Lighting Report)
Lighting Fixtures – Besco Electric \$16,531.13
Electrical - Electrical Works of Florida, \$13,390.

Action to be Taken: Review, select and approve the lowest, responsive and responsible bidder.

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

BESCO ELECTRIC SUPPLY CO
 711 SOUTH 14TH STREET
 LEESBURG FL 34748
 TEL: 352 787-4542 FAX: 352 365-0554

CONTACT: MIKE BRAUN

QUOTE FOR: CITY OF FRUITLAND PARK
 ACCT #: TA-11381 CITY OF FRUITLAND PARK

506 W. BERCKMAN STREET
 FRUITLAND PARK, FL 34731
 TEL: (352) 360-6795

QUOTATION		PAGE 001 OF 001	
QUOTE #	DATE	REV #	REV DATE
1014697	11/06/19	000	11/06/19
QUOTE EXPIRES		PREPARED BY	
12/06/2019		MB	
SLS		INSL	
5940		7000	
FOB		FREIGHT	
SHIPPING POINT		PREPAID	

CUS PO #:
JOB NAME: REC BUILDING LIGHTING

LN	QTY	MFR	CATALOG #	DESCRIPTION
01	1	MISC	LOT QUOTE	

MDSE: 16,531.13
 TAX: 0.00
 TOTAL: 16,531.13

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

307 East Main St
 Leesburg, FL 34748
 www.ElectricalWorksFlorida.com
 (352)460-0810



City of Fruitland Park Public Works Director
 506 West Berckman Street
 Fruitland Park, FL 34731

Estimate # 3160
 Estimate Date 11-06-19

Total	\$13,390.00
-------	--------------------

352-308-5579

Item	Description	Unit Cost	Quantity	Line Total
(none)	Old Library - Lighting Renovation	\$0.00	1.0	\$0.00
	<p>**All lighting fixtures are to be supplied by City of Fruitland Park**</p> <ul style="list-style-type: none"> •Install (12) LED grid lights in lower section of ceiling by bathrooms. Tie to existing circuitry and switch. Remove old existing hanging lights, lights can be hauled away or given back to the city. •Install (2) LED grid light by bathroom area, and (1) LED grid light in hallway next to bathrooms. Tie to existing circuitry and switch. •Install (26) LED wafer lights in existing can light fixtures throughout building. Tie to existing circuitry and switches. •Install LED down lights in main assembly area, connect to existing circuits and switches. <p>**Specialty fixtures are unknown at this time, they are not included to be installed in pricing.</p> <p>**EW is to use City of Fruitland Park's rented lift as discuss in walkthrough meeting.</p> <p>**Estimate includes previous work done in the building demo and added/alterd additional wiring.</p>			
(none)	Materials, Trips, and Labor	\$13,390.00	1.0	\$13,390.00
	Conduit			
	Wiring			
	Boxes			
	Misc Materials			

Subtotal	\$13,390.00
Tax	\$0.00

Estimate Total	\$13,390.00
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THIS IS AN ESTIMATE

Disclaimer

* All materials property of Electrical Works, until paid in full.

* No Change of Venue.

* By proceeding, you agree to our terms and conditions, which can be viewed at our office.

* Any repairs to walls, ceilings, floors, and soffits will be repaired by owner and at owners expense.

* All cancellations require a minimum 12 hour notice, if not, a minimum truck fee will be billed @ \$75.00.

* All estimates over \$1,000.00 require a 50% down payment, with the remaining balance to paid upon completion of work unless notated otherwise in the estimate.

* Estimates are based on items listed, any additional work or changes will be billed at additional cost.

Signed: _____

Date: _____



Luminaire Schedule								
Symbol	Qty	Label	Tag	Description	Arrangement	Lum. Watts	Lum. Lumens	LLF
⊙	5	DL1	Williams	8DR-L80-840-DIM-UNV-OW-SPC	SINGLE	144	7386	0.921
⊕	15	DL2	Ostwin	OW-LMPJBR-8D1840-WH	SINGLE	18	1415	0.900
⊕	9	DL6	Aron	QuadT1-SQ-AR-BR-CR-DR-750-B2-40K8-UNV-DM-W	SINGLE	35.65	3027	0.900
⊙	5	DL8	Williams	8DR-L40-840-DIM-UNV-OW-SPC	SINGLE	72	7386	0.461

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Room_2_Workplane	Illuminance	Fc	27.33	38.9	4.1	6.67	9.49

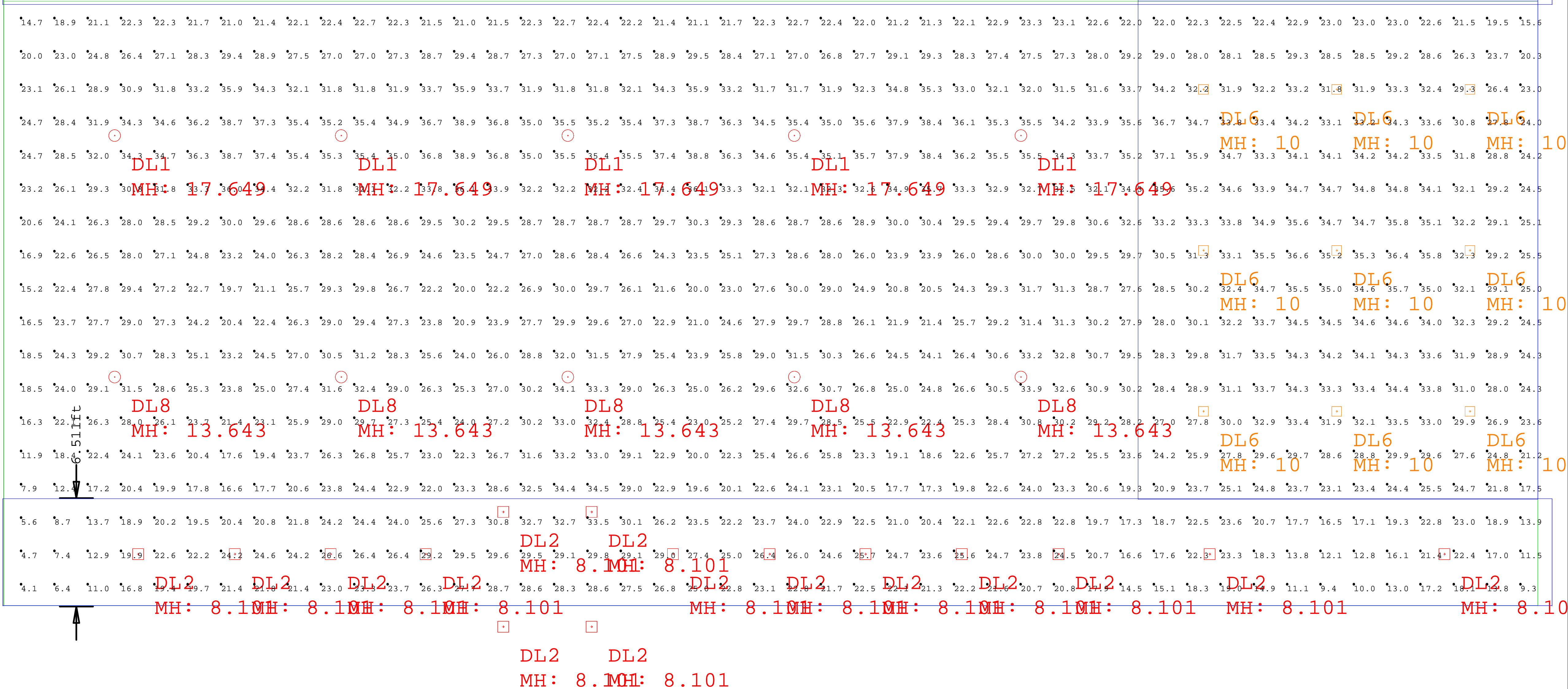
222 West Maitland Boulevard
Maitland, FL 32751
407-629-6100
Drawn By: Henry Bernal



#	Date	Comments
Revisions		

Prepared for: City of Fruitland Park
SESCO Contact: Gary Thompson
C: (407) 739-0819
Date: 11/6/2019

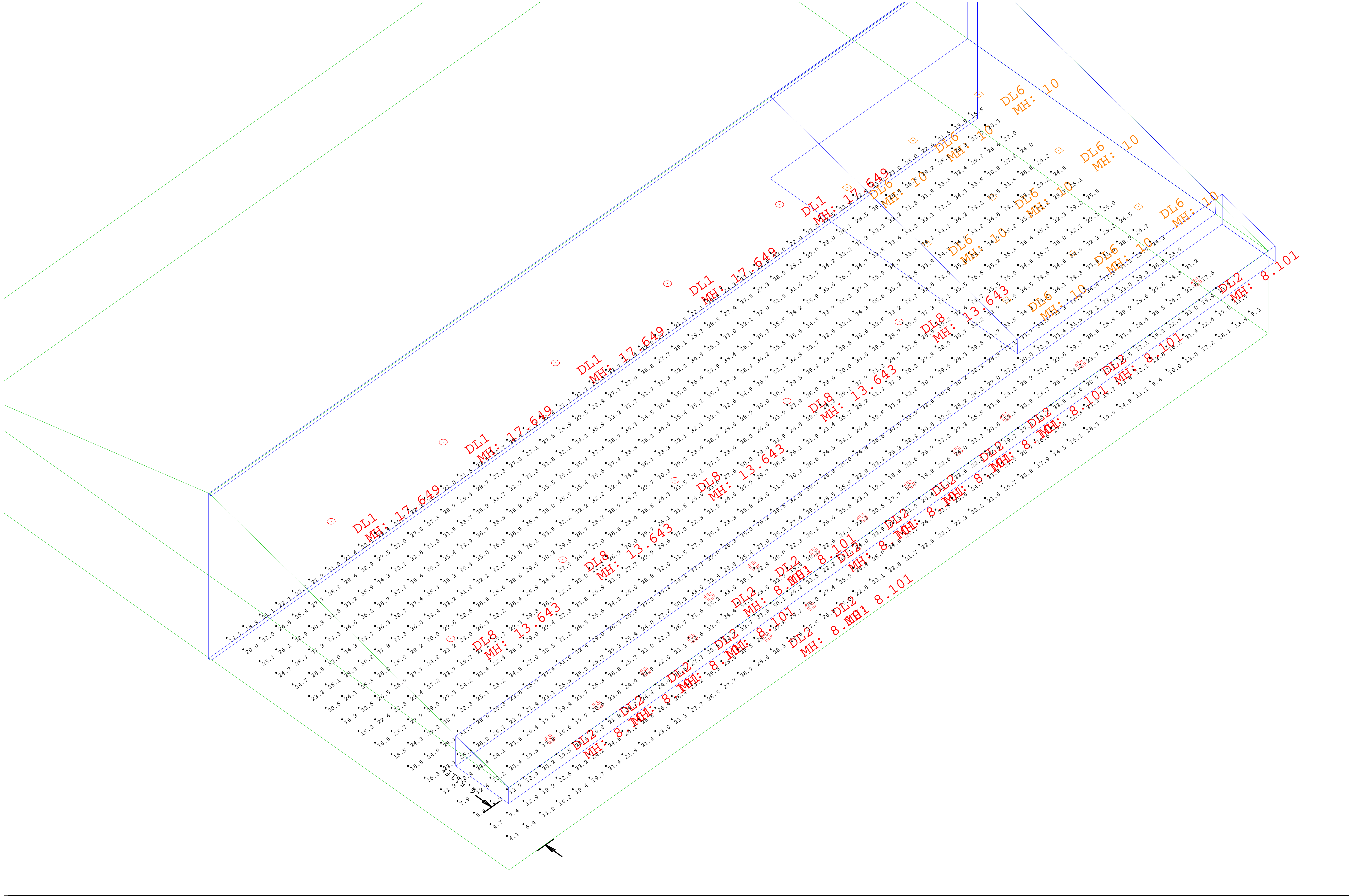
Fruitland Park



#	Date	Comments

Prepared for: City of Fruitland Park
 SESCO Contact: Gary Thompson
 C: (407) 739-0819
 Date: 11/6/2019

Fruitland Park

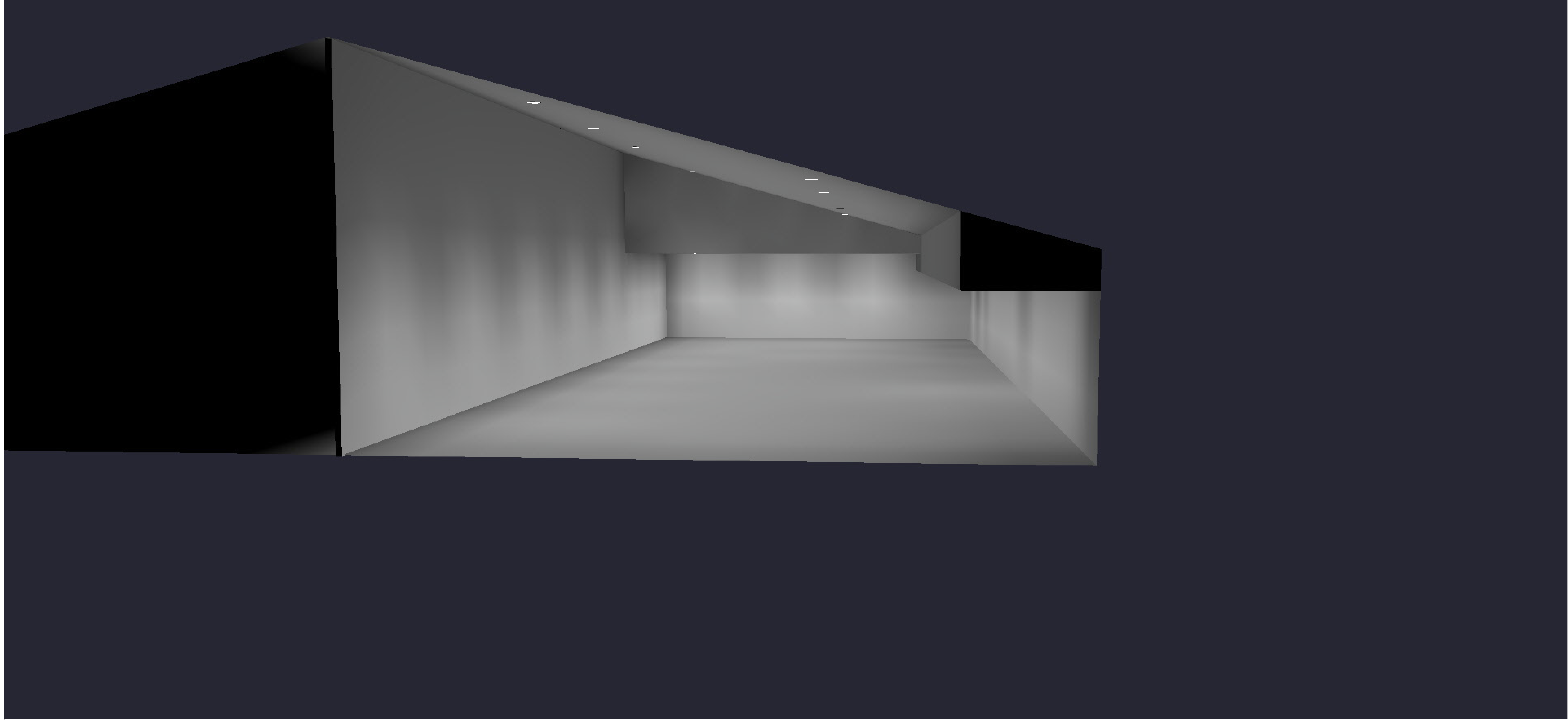


#	Date	Comments

Revisions

Prepared for: City of Fruitland Park
 SESCO Contact: Gary Thompson
 C: (407) 739-0819
 Date: 11/6/2019

Fruitland Park



Fruitland Park

Prepared for: City of Fruitland Park
SESCO Contact: Gary Thompson
C: (407) 739-0819
Date: 11/6/2019

Revisions

#	Date	Comments



222 West Maitland Boulevard
Maitland, FL 32751
407-629-6100
Drawn By: Henry Bernal

ULINE

Forward

Add Product by Model #

Model #	Description	Qty	Price	Total
<u>H-4115</u>	<u>Stackable Chair Dolly</u>	57	\$66.00/EA	\$3,762.00
<u>H-3733BL</u>	<u>Fabric Stackable Chair - Black</u>	285	\$54.00/EA	\$15,390.00
<u>H-3698</u>	<u>Folding Table Dolly - 49 x 32 x 41"</u>	5	\$330.00/EA	\$1,650.00
<u>H-2520GR</u>	<u>Deluxe Folding Table - 60" Diameter, Gray</u>	36	\$280.00/EA	\$10,080.00
			SUBTOTAL =	\$30,882.00

Freight not included.

3 quotes for
Tables
table dollies
Chairs
chair dollies.

For assistance, please contact your furniture expert:

Valid 11/5/2019 To 12/31/2019




Jordan Baker

jordan@worthingtondirect.com F: 800-943-6687

Bill To
CITY OF FRUITLAND PARK ACCOUNTS PAYABLE 506 W BERCKMAN ST FRUITLAND PARK, FL 34731-3239 P: (352) 360-6734

Ship To
CITY OF FRUITLAND PARK 506 W BERCKMAN ST FRUITLAND PARK, FL 34731-3239 P: (352) 360-6734

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Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
	26570 T6060-01	TABLE CADDIE HOLDS 7-10 48" OR 60" ROUND TABLES Estimated Lead Time: 14 days - 21 days plus 2-5 days for transit	\$207.95	5	\$1,039.75
	97050 DLY-UNV	UNIVERSAL CHAIR DOLLY, 22" x 23" Estimated Lead Time: 14 days - 21 days plus 2-5 days for transit	\$81.95	15	\$1,229.25
	97268 HWCR1030	20"WX22"DX35"H, STANDARD FABRIC, TALL WING BACK CHAIR, 3" ROLL FRONT SEAT Estimated Lead Time: 14 days - 21 days plus 2-5 days for transit	\$86.50	285	\$24,652.50
	98468 R60NLW	60" ROUND, ABS PLASTIC FOLDING TABLE Estimated Lead Time: 14 days - 21 days plus 2-5 days for transit	\$300.95	36	\$10,834.20



Quote #QTE030875

Customer ID: CIT2261

For assistance, please contact your furniture expert:

Valid 11/5/2019 To 12/31/2019

Jordan Baker

jordan@worthingtondirect.com F: 800-943-6687

Bill To
CITY OF FRUITLAND PARK ACCOUNTS PAYABLE 506 W BERCKMAN ST FRUITLAND PARK, FL 34731-3239 P: (352) 360-6734

Ship To
CITY OF FRUITLAND PARK 506 W BERCKMAN ST FRUITLAND PARK, FL 34731-3239 P: (352) 360-6734

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Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
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Subtotal	\$37,755.70
Shipping	3,456.00
Tax	0.00
Total	\$41,211.70

Shipping Information

This order includes: Liftgate Service Inside Delivery Call Before Delivery (352) 360-6734

Delivery appointments can be made by the freight company to schedule approx delivery time. Please contact your rep to remove or add additional services to your quote, or to learn more about them.

Liftgate service is recommended for facilities that do not have a loading dock or personnel/equipment needed to lower large or heavy freight to the ground. Selecting this service will ensure that your shipment is lowered to the ground.

Inside Delivery service means that a single freight driver will assist in bringing your shipment inside the first set of doors to your facility. The driver will not navigate stairs/elevators and may still require assistance with extremely large or heavy items.

Please contact your rep to have these additional services added to your quote, or to learn more about them.

When you are ready to order, please make sure you have made all color selections and verified shipping and billing details. Feel free to discuss any questions you may have with your representative: Jordan Baker at jordan@worthingtondirect.com o

Thank you for this opportunity to furnish your space!



NATIONAL BUSINESS FURNITURE

Quote # QA388323 (v1)

National Business Furniture, LLC

770 South 70th Street Milwaukee, WI 53214
Phone (888) 252-5102 x Fax (800) 329-9349

Ship-To Address *myoder@fruitlandpark.org*

MICHELLE YODER
CITY OF FRUITLAND PARK
506 W BERCKMAN STREET
FRUITLAND PARK, FL 34731
(352) 771-3417

Source: OS0007
Cat: 86-C
Cust#: BK6064

Bill-To Address *myoder@fruitlandpark.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
41131	5	Table Caddy-For Round Tables	Beige	3-5 Wks	\$719.00	\$618.34	\$3,091.70
41322	36	Folding Table 60" Diameter	White Nebula Top/Black Edge and Frame	3-5 Wks	\$389.00	\$291.54	\$10,495.44
51573	285	Assembly Chair 21"W	Navy Blue Solid Fabric/Silvervein Frame	1-2 Wks	\$66.00	\$48.76	\$13,896.60
90892	24	Universal Stack Chair Dolly	Black	1-2 Wks	\$119.00	\$102.34	\$2,456.16

Important Information:

DELIVERY LEVEL - TAILGATE DELIVERY, YOU WILL NEED PERSONNEL OR EQUIPMENT TO LOWER THE ITEMS FROM THE TRUCK AND BRING THEM INSIDE. PLEASE CONTACT US IF INSIDE DELIVERY IS REQUIRED

Customer: Your local sales associate is DAN DWYER

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

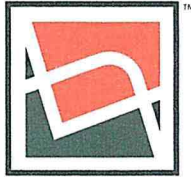
Price reflects quoted discount, valid for 30 days from 11/5/2019, exceptions may apply with pending US tariffs.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Merchandise	\$39,265.00
Total Discount	9,325.10
Merchandise Subtotal	29,939.90
Shipping & Handling	4,062.60
Subtotal	34,002.50
Total Tax	0.00
Order Total	\$34,002.50

Customer PO#: Quoted By: DAN DWYER Ext: On: 11/05/19 Page 1

Continued on next page...



**NATIONAL BUSINESS
FURNITURE**

Quote # QA388323 (v1)

National Business Furniture, LLC

770 South 70th Street Milwaukee, WI 53214
Phone (888) 252-5102 x Fax (800) 329-9349

Ship-To Address *myoder@fruitlandpark.org*

MICHELLE YODER
CITY OF FRUITLAND PARK
506 W BERCKMAN STREET
FRUITLAND PARK, FL 34731
(352) 771-3417

Source: OS0007
Cat: 86-C
Cust#: BK6064

Bill-To Address *myoder@fruitlandpark.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
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Merchandise	\$39,265.00
Total Discount	9,325.10
Merchandise Subtotal	29,939.90
Shipping & Handling	4,062.60
Subtotal	34,002.50
Total Tax	0.00
Order Total	\$34,002.50

Customer PO#: Quoted By: DAN DWYER Ext: On: 11/05/19 Page 2

Contacted Barker Acoustical Ceilings Inc. for a quote with no return calls.

2x
Acoustical
ceiling
quotes

11/1/2019

Acoustic-Pro Interior Construction L.L.C.

1077 S. Binion Rd. Apopka, FL. 32703

Field Contact – 407-230-7750

Email: ceilings@acousticpro.netWebsite: www.acousticpro.net**Estimate # 19-29eA ESTIMATE "A" INCLUDES: ARTIC ROCKFON 2x2 TEGULAR TILES****To: City of Fruitland Park****506 W. Berckman St. Fruitland Park, Fl. 34731****C/O Michelle Yoder****Contact: 352-771-3417 - myoder@fruitlandpark.org****Project: Fruitland Park Community Center****Project address: 205 W. Berkman St. Fruitland Park, Fl. 34731****Total Area of Ceilings:**

Approx. 5,200 sq. ft. Total

Scope of Work: Provide & Install all new ceiling grid where grid is missing, provide & install 2ft tees where needed to convert 2x4 ceilings to 2x2. Provide and Install all new ceiling tile throughout the entire project.**Materials to be used:** Standard white 2X2 15/16 ceiling grid and 2X2 standard white Rockfon Artic Tegular edge tiles.

Materials	Amount
Provide grid:	\$1,530.00
Provide tiles:	\$5,512.00
Provide insulation:	\$N/A
Material Deposit Total: \$7,042.00	
Labor	Amount
Remove existing ceiling Tiles:	\$850.00
Install new grid	\$1,095.00
Install new insulation	\$N/A
Install new tiles:	\$1,750.00
Labor Total: \$3,695.00	
Materials & Labor Combined Total:	\$10,737.00

Special Notes:

1. Please be advised that an "entire" material deposit will be required at least three days before the project begins.
2. Each phase of Labor (grid install & tile install) will need to be paid upon the day of completion or no later than seven days from completion unless another arrangement is made.
3. We do not do "paid when paid" or "30 day net pay" agreements.
It is imperative that the space be clean and clear of equipment, furniture and provide a safe, productive area, to insure efficiency and timeliness of completion.
4. This estimate is good for 30 days unless otherwise stated.

Not Included In Estimate:

1. Dumpster
2. Installation of anything/device that requires electrical wiring or a/c duct modification
3. Additional wires on lights or grid beyond standard install of every four foot on main runners.
4. The three small rooms such as (custodian, ac & storage closets) are not included in this estimate, as they are in good condition.

If you agree with the terms within this estimate, please sign and return as PDF document so we can proceed with this project.

Printed Name: _____ Signature _____

Title: _____ Date: _____

L & D Ceilings

3003 NE 19th Drive Unit 9
Gainesville, FL 32609
(352) 369-1555 Fax: (352) 373-3509

Proposal

Date 10/29/19

To: City of Fruitland Park
506 W Berckman St
Fruitland Park FL 34731
(352) 360-6734 Fax (352) 435-7101

Project Fruitland Park Community Center
Fruitland Park, FL

We hereby propose to furnish materials and labor as herein described for the above named project.

ACOUSTICAL CEILINGS:

- Scope:
1. Install 2' x 2' x 5/8" Armstrong Cortega tegular edge ceiling panels in an exposed, white, 15/16" intermediate duty ceiling grid system in the Main Room.
 2. Demo the existing ceiling panels; Convert existing 2' x 4' ceiling grid modules to 2' x 2' ceiling grid modules; Install 2' x 2' x 5/8" Armstrong Cortega tegular edge ceiling panels in the existing ceiling grid.

Area: per Site visit and coversation with Michelle Yoder.

Bid: Scope 1: Installed...\$4,500.00
Scope 2: Installed...\$6,300.00

ALTERNATES:

- Alternate 1, Scope 1: In lieu of installing Armstrong Cortega ceiling panels, Install 2' x 2' x 5/8" Rockfon Artic reveal edge ceiling panels, ADD...\$725.00
 Alternate 1, Scope 2: In lieu of installing Armstrong Cortega ceiling panels, Install 2' x 2' x 5/8" Rockfon Artic reveal edge ceiling panels, ADD...\$1,300.00

Total - 12,825

QUALIFICATIONS:

- No Insulation is included in this bid
- Dumpster to be provided by others
- Lift furnished by Others.

All material is guranteed to be as specified. All work to be completed in a substantial workman like manner according to the specifications as submitted, per standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance.

In the event that litigation, or other dispute resolution proceeding is commenced, involving, arising out of or relating to this contract, then the prevailing party shall be entitled to an award of taxable court costs, other related but non-taxable costs and expenses, and reasonable attorney's fees from the time that the proceeding was commenced until all appeals, if any, are final. This paragraph shall apply where the proceeding seeks a declaration of rights, damages for default, damages for misrepresentation or other legal or equitable remedies.

This proposal may be withdrawn if not accepted within (30) days.

Date of Acceptance _____

David C. Royer
L & D Ceilings Project Manager

Signature

Recreation Bids

Community Building quotes				
<i>Furniture</i>	NBF	\$ 29,939.90		
	Uline	\$ 30,882.00		
	Worthington Direct	\$ 37,755.70		
<i>Drop Ceiling</i>	Acoustic Pro	\$ 10,737.00		
	L&D Ceilings	\$ 10,800.00		
<i>Electrical</i>	Electric Works	\$ 13,390.00		
<i>Lighting</i>	Besco Electric	\$ 16,531.13		
NorthWest Lake Park				
<i>Bleachers & Player Benches</i>		Bleachers	Player Benches	
	BSN	\$ 12,004.95	\$ 3,199.92	Total \$ 15,203.95
	Belson	\$ 14,480.00	\$ 3,968.00	Total \$ 18,448.00
	Park Warehouse	n/a	\$ 4,062.87	
Vehicles				
<i>Chevy Traverse</i>	Big Bend	\$ 26,980.00		
	Garber Chevy	\$ 27,634.00		
	Vann Ganaway	\$ 30,989.60		
	Cecil Clark	\$ 31,000.00		

Highlighted yellow areas are the preferred bids

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6d**

ITEM TITLE: Northwest Lake Community Park/Cales Memorial Multipurpose Soccer Field (Recreation Complex) Bleacher Quotes

For the Meeting of: November 14, 2019
Submitted by: City Manager/Parks and Recreation Director
Date Submitted: November 6, 2019
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: NW Lake Community Park Bleacher Quotes and spreadsheet

Item Description: NW Lake Community Park et al – Bleacher bid quotes for the following:

- One Player Benches only, BSN Sports, \$15,204.87;
- Players Bench (no four-row bleacher with railing option) Park Warehouse, \$4,062.87, and
- Belson Outdoors (bleacher, footboards, and team bench), \$19,040.25

Action to be Taken: Review, select and approve the lowest, responsive and responsible bidder.

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes



PO Box 7726
DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149
Visit us at www.bsnsports.com

Quote	
Quote #:	21156982
Purchase Order #:	MY - Bleacher & bench Nat
Cart Name:	
Quote Date:	11/05/2019
Quote Valid-to:	12/31/2019
Payment Terms:	NT30
Ship Via:	
Ordered By:	Michelle Yoder

Contact Your Rep
Leroy R Perez Email:lrperez@bsnsports.com | Phone:972-406-7179

Sold to
1591606
CITY OF FRUITLAND PARK
Accounts Payable
506 W BERCKMAN ST
FRUITLAND PARK FL 34731-3239

Ship To
1591606
CITY OF FRUITLAND PARK
Accounts Payable
506 W BERCKMAN ST
FRUITLAND PARK FL 34731-3239

Payer
1591606
CITY OF FRUITLAND PARK
Accounts Payable
506 W BERCKMAN ST
FRUITLAND PARK FL 34731-3239

Item Description	Qty	Unit Price	Total
15' In Ground Bench w/Back Item # - BEPB15	8 EA	\$ 399.99	\$ 3,199.92
4 Row 15' Alum Bleacher w/Dbl FB Item # - NB0415P	5 EA	\$ 2,400.99	\$ 12,004.95

Subtotal:	\$15,204.87
Other:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$15,204.87
Payment/Credit Applied:	\$0.00
Order Total:	\$15,204.87

Bleacher
quotes
2 - Full quotes.
1 - player benches
only.



Park Warehouse LLC
7495 W. Atlantic Ave., Suite #200-294
Delray Beach, FL 33446
888-321-5334

**Quality Commercial Site Furnishings for
Municipalities, Schools & Property Managers**

Billing

Michelle
City of Fruitland Park
506 W. Berckman St
Fruitland Park, FL 34731
Phone: 352-360-6734

Shipping

Michelle
City of Fruitland Park
506 W. Berckman St
Fruitland Park, FL 34731

Quote: Q212745

Quote Date **Quote Expiration**
October 31, 2019 30 Days (11/30/2019)

Sales Rep: Deanna x508
Ref#:

\$4,062.87
If you receive a lower quote, please remember our best price guarantee!

Description	SKU	Cost	Qty	Total
Aluminum Players Bench - With Back - Inground Mount - 15 Feet Lengths: 15 Feet	335be615-4	\$464.00	8	\$3,712.00
		\$445.44		\$3,563.52

They do not make a 4 row bleacher with railing option.

Discount	\$148.48
Subtotal	\$3,563.52
Shipping	\$499.35
Total	\$4,062.87

Quote Note: Bleachers ship knocked down, assembly required. Bleachers ship in bundles. Hardware is boxed separately and must be received and noted in your bill of lading. Please inspect and note any and all damages at the time you receive the bleachers. Thanks for the opportunity to do business!



Park Warehouse LLC
 7495 W. Atlantic Ave., Suite #200-294
 Delray Beach, FL 33446
 888-321-5334

**Quality Commercial Site Furnishings for
 Municipalities, Schools & Property Managers**

SHIPPING:

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.
 • Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route.
 • The truck driver is under no obligation to help you unload.
 • If you are unable to accept a shipment via this method you must purchase additional services.
 (Additional Services Available: Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery)

 Customer Initials

SERVICE DISCREPENCIES:

If there is a discrepancy in the services requested and the minimum services required to deliver the product (either before or after delivery of product), Park Warehouse reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

 Customer Initials

INSPECTION OF SHIPMENTS (OR DAMAGED PRODUCT):

It is the customers responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages
 • All claims of damage MUST be recorded on the delivery receipt provided by the delivery driver at the time of delivery and reported to us within 48 hours of delivery.
 • Park Warehouse does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages

 Customer Initials

CANCELLATIONS:

All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled. Any order placed by credit card in excess of \$1000 and cancelled after the close of business on the day the order was placed shall incur a fee of 5%.

 Customer Initials

RETURNS:

• We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:
 • Written approval: You must receive written approval and utilize the instructions issued by our Customer Service Department before any merchandise can be returned.
 • Shipping Returns: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
 • Re-Stocking & Shipping Fees: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.

 Customer Initials

* Web-Orders: For online orders, Park Warehouse is not responsible if customer orders incorrect product or colors. All return and restock fees apply.
 * Assembly Usually Required. Many of our products are shipped unassembled in order to minimize damage and lower freight charges.
 * Made-to-Order or Personalized items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.
 * Unless Otherwise noted, shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost.

To accept this proposal, please sign below and initial each section above.

 Signature of Authorized Person

 Date

 Print Name

* By signing you are placing a binding order and agree to the terms of the sale as stated herein.

Quote#:	Q212745
Total:	\$4,062.87
Terms:	Purchase Order

You have received this Quote per your request from Belson Outdoors (belson.com).
 If you are having trouble reading this email? [View it in your browser](#) or go to
<https://www.belson.com/Secure/Request.aspx?OrderID=262546&Key=4555.60752250005>

Quote #
WQ 262546

Here is the Quote as per your request. The 'Shipping' total has been applied.
 To place an order, simply click 'Submit Order Confirmation' below.
 Please print this page for your records.
 Customer Order Confirmation is **required** to process order.



627 Amersale Drive
 Naperville, IL. 60563
 sales@belson.com

Toll Free: 1-800-323-5664
 Phone: 1-630-897-8489
 Fax: 1-630-897-0573

QUOTE #
WQ 262546

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
BNR-181	Bleacher, 4 Row x 15'-0"L, (10" Nominal Seat Planks, 10" Nominal Tread Planks, 17" Front Row Seat Height, 8" Rise, 24" Tread), Aluminum Frame, Single Footboards On Rows 2 & 3, Double Footboards & Riser On Row 4 & Higher, Galvanized Steel Picket Guardrail ships approx 2-4 weeks Discount applied	833	5	\$2,896.00	\$14,480.00
ABS15WB-I	Titan Series Team Bench with Backrest - 15'-0"L, Galvanized Steel Frame, In-ground Mount ships approx 2-4 weeks Discount Applied	79	8	\$496.00	\$3,968.00

Subtotal	4,797	Subtotal	\$18,448.00
		(Illinois Only) Tax	\$0.00
		Shipping	\$592.25
		Grand Total	\$19,040.25

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First Name* Michelle	First Name Michelle
Last Name* Yoder	Last Name Yoder
Company City of Fruitland Park	Company City of Fruitland Park
Address* 506 W. Berckman St	Address* 506 W. Berckman St
Address	Address
City* Fruitland Park	City* Fruitland Park
State* FL	State* FL
Zip Code* 34731	Zip Code* 34731
Country USA	Country USA
Phone* 352-360-6734	Phone 352-360-6734
Fax	Fax
Email MYoder@fruitlandpark.org	Email MYoder@fruitlandpark.org

Additional Delivery Services

- Phone Call 24 Hours Prior to Delivery
 - Delivery to Residential or Non-Commercial Truck Route Addresses
 - Power Liftgate Service - Driver will lower shipment from the truck to the ground (Only)
- Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.**
- Does Not apply to UPS shipments**

Special Instructions

dl-chat

Intended Payment Method

 Visa	 MasterCard	 American Express	 Discover	 Check with Order	 On Account
---	---	---	---	---	---

Order Confirmation Method — **Customer Confirmation is Required to Complete Order**

Email Order Confirmation MYoder@fruitlandpark.org

Fax Order Confirmation

Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To') Phone

Recreation Bids

Community Building quotes				
<i>Furniture</i>	NBF	\$ 29,939.90		
	Uline	\$ 30,882.00		
	Worthington Direct	\$ 37,755.70		
<i>Drop Ceiling</i>	Acoustic Pro	\$ 10,737.00		
	L&D Ceilings	\$ 10,800.00		
<i>Electrical</i>	Electric Works	\$ 13,390.00		
<i>Lighting</i>	Besco Electric	\$ 16,531.13		
NorthWest Lake Park				
<i>Bleachers & Player Benches</i>		Bleachers	Player Benches	
	BSN	\$ 12,004.95	\$ 3,199.92	Total \$ 15,203.95
	Belson	\$ 14,480.00	\$ 3,968.00	Total \$ 18,448.00
	Park Warehouse	n/a	\$ 4,062.87	
Vehicles				
<i>Chevy Traverse</i>	Big Bend	\$ 26,980.00		
	Garber Chevy	\$ 27,634.00		
	Vann Ganaway	\$ 30,989.60		
	Cecil Clark	\$ 31,000.00		

Highlighted yellow areas are the preferred bids

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6e**

ITEM TITLE: Recreation Department Vehicle Quotes

For the Meeting of: November 14, 2019
Submitted by: City Manager/Parks and Recreation Director
Date Submitted: November 6, 2019
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Recreation department vehicle quotes and spreadsheet

Item Description: Recreation department vehicle bid quotes for the following:

- 2020 Chevrolet Traverse LS, Vann Gannaway Chevrolet, \$30,989.60;
- 2020 Chevrolet Traverse, Cecil Clark Chevrolet, \$31,000,
- 2019 Chevrolet Traverse, Big Band Chevrolet Buick, \$26980, and
- 2019 Chevrolet Traverse, Garber Chevrolet Buick GMC, Inc., \$27,634

Action to be Taken: Review, select and approve the lowest, responsive and responsible bidder.

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes



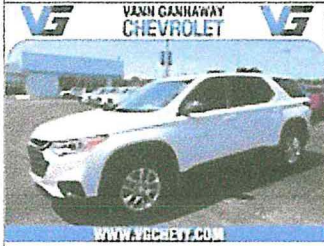
2200 E Burleigh Blvd
Eustis, FL 32726

(352) 508-1448
www.vgchevy.com

Hello Michelle,

Thanks for the opportunity to earn your business! Your vehicle of interest, which is the 2020 New Traverse stock#-T2551, has been quoted at \$30,989.60. My New Car Manager Wayne did not add any taxes to this vehicle, being that you mentioned that it could be tax free since govt. was purchasing this vehicle. (& that the govt. may or may not have it's own tags also) So, \$30,989.60 is the quote for the 2020 Traverse. Have a fantastic day.

2020 Chevrolet Traverse LS w/1LS



3.6L V6, FWD, automatic, 7 miles, Summit White, stock # T2551, new... [view details](#)

Price \$30,989.60

Sincerely,

David Harris
Vann Gannaway Chevrolet
2200 E Burleigh Boulevard
Eustis, FL 32726
(352) 343-2400
<http://www.vgchevy.com/>





Date: 10/23/2019
 Salesperson: Michael Johnson
 Manager: Nelson Cabral

FOR INTERNAL USE ONLY

BUSINESS NAME City of Fruitland Park Home Phone : _____
CONTACT _____
 Address : 506 W Berckman St
FRUITLAND PARK, FL 34731 Work Phone : (352) 360-6727
LAKE CO
 E-Mail : _____ Cell Phone : _____

VEHICLE
 Stock # : 20029 New / Used : New VIN : 1GNERFKW1LJ128883 Mileage: 2
 Vehicle : 2020 Chevrolet Traverse Color : WHITE
 Type : LS w/1LS Front- 1NB56

Market Value Selling Price	34,135.00
Discount	1,650.00
Rebate	2,250.00
Adjusted Price	30,235.00
Notary and Handling	599.00
Non Tax Fees	166.00
Cash Deposit	.00
Balance	31,000.00

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

QUOTE WITH VALID TAX EXEMPTION.

25100000-18-1 Motor Vehicles
Attachment D.4 - Price Sheet - Light Trucks and Sport Utility Vehicles

Sheet 1: Sport Utility Vehicles

Commodity Code No. 25101507; LIGHT TRUCKS AND SPORT UTILITY VEHICLES

*******NOTE: THE PRICE SHEET IS NOT COMPLETE UNLESS IT IS USED IN CONJUNCTION WITH THE COMPLETE REQUIREMENTS, SPECIFICATIONS, TERMS, AND CONDITIONS.*******

Sub-Group ¹	EPA/ Industry Class Size ²	Manufacturer/ Brand ³	Representative Model ⁴	Organization Name ⁶	Standard Vehicle Price (\$##,###.00) ⁷	OEM Options Discount (##%) ⁸	Estimated Lead Time in Days (###) ¹⁰
Sub-Group A: SPORT UTILITY VEHICLE, 2WD	EPA Size Class: Standard Sport Utility Vehicle, 2WD	Chevrolet					
			2019 Chevrolet Traverse FWD 4dr LT w/1LT (1INC56)	Big Bend Chevrolet-Buick	\$ 26,980.00	6%	60-120
				Garber Chevrolet Buick GMC, Inc.	\$ 27,634.00	5%	90-120

Recreation Bids

Community Building quotes				
<i>Furniture</i>	NBF	\$ 29,939.90		
	Uline	\$ 30,882.00		
	Worthington Direct	\$ 37,755.70		
<i>Drop Ceiling</i>	Acoustic Pro	\$ 10,737.00		
	L&D Ceilings	\$ 10,800.00		
<i>Electrical</i>	Electric Works	\$ 13,390.00		
<i>Lighting</i>	Besco Electric	\$ 16,531.13		
NorthWest Lake Park				
<i>Bleachers & Player Benches</i>		Bleachers	Player Benches	
	BSN	\$ 12,004.95	\$ 3,199.92	Total \$ 15,203.95
	Belson	\$ 14,480.00	\$ 3,968.00	Total \$ 18,448.00
	Park Warehouse	n/a	\$ 4,062.87	
Vehicles				
<i>Chevy Traverse</i>	Big Bend	\$ 26,980.00		
	Garber Chevy	\$ 27,634.00		
	Vann Ganaway	\$ 30,989.60		
	Cecil Clark	\$ 31,000.00		

Highlighted yellow areas are the preferred bids

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6f**

ITEM TITLE: Resolution 2019-052 Summit Broadband Service

For the Meeting of: November 14, 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 2019-052 to improve the quality of internet and telephone services utilized in the City of Fruitland Park.

Action to be Taken: Adopt Resolution 2019-052 subject to receiving the master services agreement.

Staff's Recommendation: Approval

Additional Comments: Postponed from the September 19 special and October 24, 2019 regular meetings.

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 AND MASTER SERVICES AGREEMENT; 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 and Master Services Agreement 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.

PASSED AND RESOLVED this 14th day of November 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



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 1/31/2020	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	

	City Manager	
Customer Signature	Title	Date
Summit Broadband Representative (Print)	Title	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. 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.
3. 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.
4. 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.
5. **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.**

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

Total # of handsets	42
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Conference Phone - 506 W Berckman	1
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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

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.

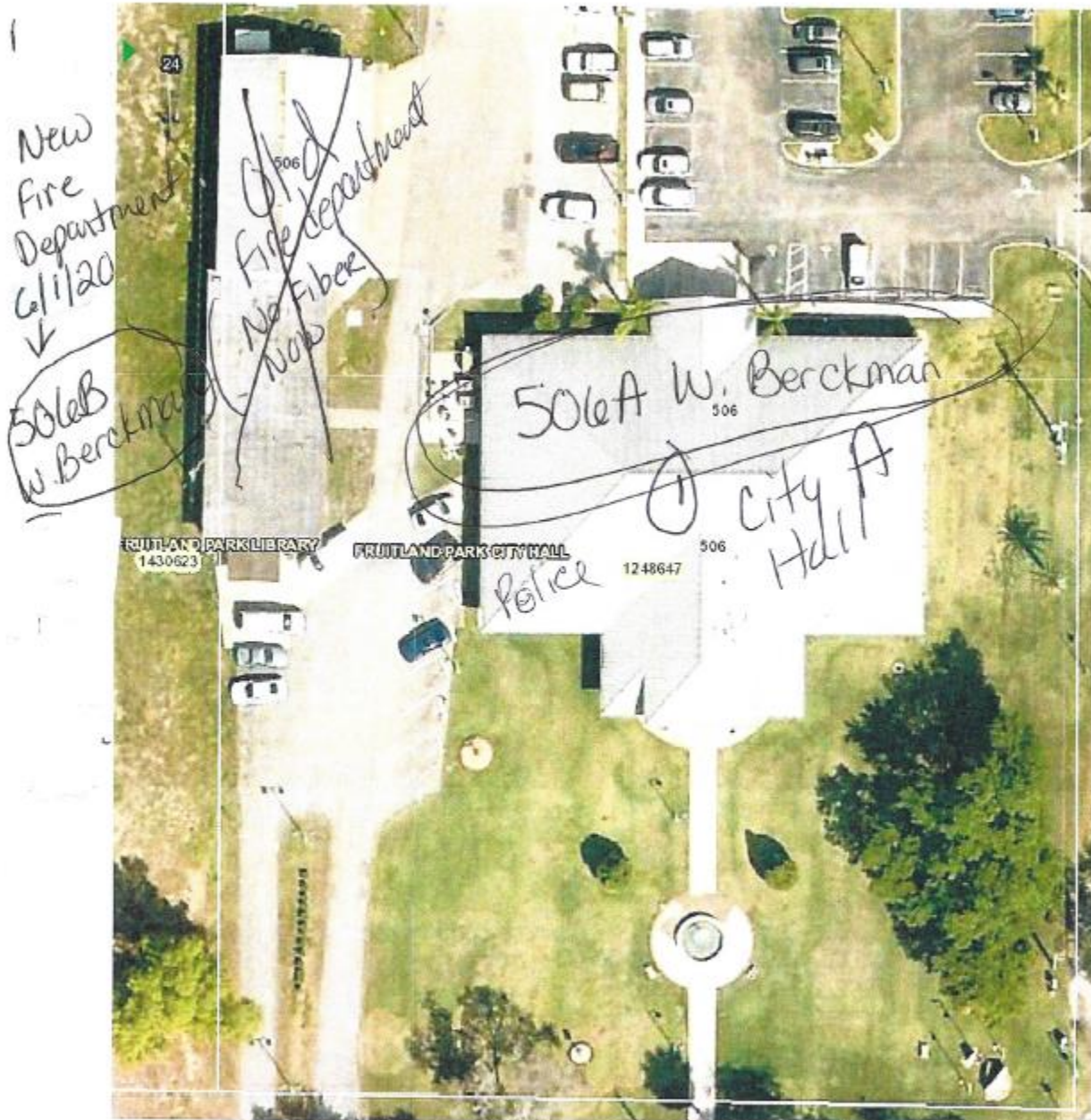


Internet Locations

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



NEW COMMUNITY CENTER
205 W BERDEMAN

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6g**

ITEM TITLE: Resolution 2019-060 GSG Fire Assessment Services Agreement FY 2020-21

For the Meeting of: November 14 2019

Submitted by: City Treasurer

Date Submitted: October 24, 2019

Funds Required: Yes - \$6000 budgeted in OGG Contractual Service

Attachments: Proposed Resolution 2019-060, GSG Fire Services Assessment Program Annual Maintenance Services Agreement with Addendum.

Item Description: Resolution 2019-060 adopting the renewal GSG Inc.'s annual maintenance agreement for fire assessment services. This is budgeted in other general government under contractual services 01519-30340. The price continues to be \$6,000.

Action to be Taken: Adopt Resolution 2019-060.

Staff's Recommendation: Approval.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2019-060

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

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

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

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to approve the scope of services for Fiscal Year 2020-21 provided by GSG, Inc.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Appendix A – Fire Services Assessment Program Annual Maintenance Services Fiscal Year 2020-21 with scope of services under cover letter dated October 21, 2019, a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this 14th day of November 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

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

Commissioner Mobilian ____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner DeGrave ____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

October 21, 2019

Via Email Transmission

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

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

Dear Mr. Lavenia,

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

In order to continue this relationship and the achievements realized thus far, attached as Appendix A is GSG's proposed scope of services, fees, project deliverables and payment schedule to assist the City in the annual maintenance of the fire services assessment program for Fiscal Year 2020-21.

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

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

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

Sincerely,



Sandi Walker
Project Coordinator

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

Appendix A

FIRE SERVICES ASSESSMENT PROGRAM
ANNUAL MAINTENANCE SERVICES FISCAL YEAR 2020-21

Scope of Services

ANNUAL ASSESSMENT MAINTENANCE

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

FEES AND COSTS

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

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

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Senior Advisor	\$285
Vice President/Managing Director	\$285
Director	\$235
Project Manager/Project Coordinator	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst.....	\$100
Project Analyst	\$ 90
Administrative Support.....	\$ 75

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.40 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

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

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

The City is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

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

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following schedule, assuming notice to proceed is received in December 2019. If notice to proceed occurs after this date, payments will be adjusted based on the anticipated number of months remaining to complete the project.

Payment	Schedule
50% of professional fees – \$3,000	May 2020
50% of professional fees – \$3,000	August 2020

DELIVERABLES SCHEDULE

Deliverable	Schedule
Notice to Proceed	December 2019
Ongoing Retainer Services	As Needed
Determine Net Revenue Requirements	May
Develop Preliminary Assessment Roll	May-June
Review/Confirm Assessment Rates	May - June
Preliminary Rate Resolution	June - July
Mail First Class Notices/TRIM	July -- August
Publishes Notice	July -- August
Annual Rate Resolution	August -- September
Certify Assessment Roll	by September 15 th

ACCEPTED AND AGREED TO FOR FISCAL YEAR 2020-21:

BY _____
City of Fruitland Park

Date

Appendix B

ADDENDUM TO PROPOSAL

ADDENDUM TO PROPOSAL

This Addendum to be added to the Fire Services Assessment Program Annual Maintenance Services for Fiscal Year 2020-21 between Government Services Group Inc. and the City of Fruitland Park,

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

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

City of Fruitland Park

Date: _____

Signature _____

Title: City Manager

GSG

Date: October 21, 2019

Signature  _____

Title: Managing Director

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6h**

ITEM TITLE: Resolution 2019-053 Alpha International I, LLC, Contract Proposal

For the Meeting of: November 14, 2019

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

Date Submitted: November 6, 2019

Funds Required: Yes.

Attachments: Yes. proposed Resolution 2019-053 with agreement.

Item Description: Resolution 2019-053 to approve agreement between the City of Fruitland Park and Alpha International I, LLC for inspection and plan review services related to building permits.

Action to be Taken: Adopt Resolution 2019-053

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2019-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT FOR MUNICIPAL INSPECTIONS SERVICES BETWEEN ALPHA INTERNATIONAL I LLC AND THE CITY OF FRUITLAND PARK; RELATING TO PROVISION OF LIBRARY SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park requires a highly qualified, professional inspection service, to provide a Building Official and to inspect building and mechanical installations for new construction in compliance with the Florida Building Code, and Florida Statute 468 Part XII; and

WHEREAS, Alpha International I LLC proposes to continue to provide inspection services for the City of Fruitland Park; and

WHEREAS, the current agreement between the parties expires December, 2019; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds entering into an agreement with Alpha International I LLC is beneficial to the City of Fruitland Park and its residents and businesses; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Agreement for Municipal Inspections Services between Alpha International I LLC and the City of Fruitland Park, Florida.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement for Municipal Inspections Services between Alpha International I LLC and the City of Fruitland Park, Florida a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this _____ day of November, 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

**ALPHA INTERNATIONAL I, LLC,
614 E. Hwy 50 Suite 130
Clermont, FL 34711**

**Contract for Municipal
Inspection Services
("Agreement")**

THIS AGREEMENT is made as of the ___ day of _____, ~~2014~~ 2019, ("Effective Date") between Alpha International I, LLC., a Florida corporation, whose address is 614 E. Hwy 50 Suite 130, Clermont, Florida 34711 ("Agency"), and the City of Fruitland Park, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida, whose address is _____~~506 West Berckman Street~~, Fruitland Park, Florida _____~~34731~~ ("Municipality").

WHEREAS, the Municipality requires a highly qualified, professional inspection service, to provide a Building Official and to inspect building and mechanical installations for new construction in compliance with the Florida Building Code, and Florida Statute 468 Part XII,

WHEREAS, Agency proposes to provide inspection services for the Municipality including inspectors and meeting the Municipality's needs for such inspections,

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties, agree as follows:

1. The Agency will provide for the Municipality, inspectors whose duties shall be the inspection of new construction, including plan review and field inspections and other such installations as required by the Municipality.
2. All inspectors shall be BCAI certified in construction, HVAC, Electrical and Plumbing or as otherwise required by the State of Florida, for the disciplines in which they practice.
3. If and to the extent allowed by law and without the Municipality waiving the Municipality's rights of sovereign immunity pursuant to s. 768.28, Florida Statutes, each party hereby agrees to indemnify and hold the other party harmless for property damage or bodily injury caused by the negligent acts of the respective party, its officers and ; from and against any and all claims, liens, causes of action, damages, liabilities or obligations which arise employees arising out of ~~or are in any way related to the acts or omissions of the indemnifying party or its public officials, officers, directors, employees, agents, guests and invitees in connection with~~ this Agreement, including but not limited to costs, expenses and reasonable attorney's fees incurred in connection with defending against any such matters. The Agency agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of not less than **ONE MILLION**

~~DOLLARS (\$1,000,000.00) FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00).~~ A certificate of insurance indicating that such policies are in full force and effect will be supplied to the Municipality. The Municipality agrees to provide to the Agency proof of the existence of comprehensive general liability insurance upon request.

4. All permit fees for the services performed by the Agency for the Municipality shall be collected by the Municipality. The amount of the permit fees to be collected by the Municipality are set forth in Exhibit 1 of this Agreement, and represent the minimum fees that may be collected by the Municipality. The Municipality shall compensate the Agency at a rate of ~~seventy~~ sixty percent (~~70%~~60%) of the permit fees collected. The Agency shall invoice the Municipality for the services provided on a monthly basis. The Municipality shall pay the invoiced amounts to the Agency within thirty (30) days from the date that the invoice is delivered to the Municipality. In the event that payment is not made by the date due, then past due amounts shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is less. In addition, if the Municipality fails to make payment when due, and such failure continues for five business days after written notice from Agency, then Municipality shall be in default of its obligations under this Agreement. In the event that the Municipality disputes the amounts set forth in an invoice, the Municipality shall pay to the Agency any and all undisputed amounts by the date due and submit written notice of the disputed amount, with details of the nature of the dispute and the services disputed. Disputes must be submitted in writing within thirty (30) days of the date of delivery of the invoice. If the dispute is resolved against the Municipality, then the Municipality shall pay such amounts plus interest (1.5% per month) accruing since the date originally due. Any payments shall be applied first to any penalties owed, then to any interest owed and then to oldest to newest principal owed.

5. OK to negotiate per Jeff 11/5/2019; City Manager to review for language

~~5.~~ From time to time, at the direction of the Municipality, the Agency shall perform inspections for which no permit fee is required to be collected by the Municipality such as complaints and property maintenance inspections, and inspections from permits issued prior to the effective date of this contract. The Agency shall perform such inspections and forward the resulting reports and findings to the appropriate person(s). The Municipality shall compensate the Agency for any such activities, inspections, reports and meetings relating to such duties where a fee is not generated at a rate of \$65.00 per hour, during normal business hours and \$150.00 per hour during holidays and weekends.

6. The Agency will recognize the Municipality's Holiday schedule in the Agency's time off policy. The Municipality shall provide the Agency with an annual Holiday schedule. During official holidays, no inspections or office hours will be performed unless previously approved by the City Manager.

7. OK to strike from contract per Jeff 11/5/2019; City Manager to review

~~7.~~ During the term of this Agreement, and for a period of six (6) months after termination of this Agreement, the Municipality shall not negotiate, solicit, employ, contract or hire, any inspector or employee of the Agency, or any former inspector or

employee of the Agency who had been employed with the Agency within the previous six (6) months. In the event that the Municipality breaches this Paragraph 7 of this Agreement, the Municipality agrees that on request by the Agency the Municipality will discharge that employee, or pay to the agency a fee of fifty thousand dollars. Such prohibition of employment or contracting with the former employee of the Agency shall include the employment or contracting by the Municipality of any individual, corporation, partnership, limited liability company, or other entity, in which the former employee of the Agency is employed or contracted. The remedies set forth herein are in addition to any other remedies provided by law. The rights and obligations of this Paragraph 7 shall survive the term and expiration or termination of this Agreement.

8. If a court of competent jurisdiction finds or holds any part of this Agreement to be invalid or unenforceable for any reason, then only the invalid or unenforceable provision or section shall be affected and the remaining portions of this agreement shall remain and continue in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provisions.

9. The term of this Agreement shall be ~~two (2)~~ five (5) years, commencing on the Effective Date of this Agreement (“Term”). Either party may terminate this Agreement “for cause” upon written notice to the other party. “For cause” shall be defined as a breach or failure to adhere with the obligations, terms or conditions of this Agreement. Termination “for cause”, relating to breaches or failures to adhere other than payment (as set forth in Paragraph 4) shall only be permitted in the event that the breach or failure to adhere with the obligations, terms or conditions of this Agreement continue for ~~sixty~~ thirty (360) days after delivery of written notice to the breaching party. If the breach or failure is related to payment for services invoiced, then the time provisions in Paragraph 4 shall control. If the “for cause” is of the type that should not be permitted to be cured, then the non-breaching party shall give the breaching party ~~twenty~~ thirty (3120) days’ notice, in writing, after which the Term of the Agreement shall be terminated. If the Agreement is terminated “for cause” the Municipality shall compensate the Agency on or before the effective date of the termination, for all services provided prior, through and including the effective date of termination. In addition, the Agreement may be terminated by either party, without “cause” for any reason or no reason, with ~~sixty~~ one hundred twenty (12060) days written notice. The Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided prior, through and including the effective date of the termination.

~~9. The term of this Agreement shall be two (2) years, commencing on the Effective Date of this Agreement (“Term”). Either party may terminate this Agreement “for cause”. “For cause” shall be defined as a breach or failure to adhere with the obligations, terms or conditions of this Agreement. Termination “for cause”, relating to breaches or failures to adhere other than payment (as set forth in Paragraph 4) shall only be permitted in the event that the breach or failure to adhere with the obligations, terms or conditions of this Agreement continue for sixty (60) days after delivery of written notice to the breaching party. If the breach or failure is related to payment for services invoiced, then the time provisions in Paragraph 4 shall control. In the event that the “for cause” is of the type that should not be permitted to be cured, then the non-breaching party shall give the~~

~~breaching party one hundred twenty (120) days notice, in writing, after which the Term of the Agreement shall be terminated. In the event that the Agreement is terminated “for cause” the Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided prior, through and including the effective date of termination. In addition, the Agreement may be terminated by either party, without “cause”, with one hundred twenty (120) days written notice. However, this Agreement shall not be terminated by the Municipality, within the four (4) months immediately following the seating and swearing in of one or more new council members. If the Municipality terminates the Agreement without “cause” before the end of the Term, then the Municipality shall pay a lump sum “termination fee” to the Agency. The “termination fee” shall be 50% of the average monthly gross permit fees billed by the Agency over the past year immediately prior to the date of the notice of termination, multiplied by twelve (12). In addition, the Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided prior, through and including the effective date of the termination.~~

10. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.
11. This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.
12. Any failure of a party to enforce the party’s rights under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any of the provisions contained herein.
13. The Municipality shall provide for the Agency a permit clerk, office space, applicable forms, desks, desk chairs, file cabinets, local phone service and use of a computer, photocopier and fax machine for the Agency during the Term of this Agreement. The location and size of the Agency’s office area shall be determined as mutually agreeable with the Municipality.
14. The Agency agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.
15. The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys’ fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.
16. Any individuals signing on behalf of legal entities represent, by their signature, that they have the authority to bind that legal entity.

17. The Agency shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Agency shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the Municipality in order to perform the service;
 - b. Provide the public with access to public records on the same terms and conditions that the Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
 - d. Meet all requirements for retaining public records and transfer, at no costs, to the Municipality all public records in possession of the Agency upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Municipality in a format that is compatible with the information technology systems of the Municipality.
 - e. Agency shall be compensated for public records to the maximum extent allowed by law.

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.

18. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of such an event.
19. Any notices provided by one party to the other party pursuant to this Agreement shall be in writing and deemed given on (i) the date delivered, if delivered personally, by facsimile or e-mail (or the next business day if delivered on a weekend, legal holiday or after 5:00 pm on a business day); or (ii) the business day after dispatch if sent by overnight courier; or (iii) the third business day after dispatch if sent by US Mail. All notices shall be addressed as follows:

IF TO AGENCY:
ALPHA INTERNATIONAL I, LLC.
Attn: Jeff Gerling, President
614 E. Hwy 50 Suite 130
Clermont, Florida 34711

IF TO MUNICIPALITY:
CITY OF FRUITLAND PARK
Attn: City Manager

506 West Berckman Street
Fruitland Park FL 34731

JEFF GERLING, PRESIDENT
ALPHA INTERNATIONAL INC (AGENCY)

~~DATE~~ — ~~DATE~~

CITY OF FRUITLAND PARK (MUNICIPALITY)

DATE

EXHIBIT 1

FEE SCHEDULE

Valuation of all projects shall be generated using the latest valuation tables as published by the International Code Council using construction type and occupancy classifications, including regional modifiers. The final value of any project shall be determined by the Building Official.

(ATTACH) EXHIBIT A
(COFP) BUILDING AND ZONING FEE SCHEDULE

<i>Residential</i>		
<i>Building Permit</i>	<i>\$40.00 Plus \$4.10 per thousand total valuation</i>	

<i>Plan Review</i>	<i>Half of the total building permits</i>	
<i>Electrical Permit</i>	<i>\$40.00 plus .7 per thousand total valuation</i>	
<i>Plumbing Permit</i>	<i>\$40.00 plus .7 per thousand total valuation</i>	
<i>HVAC</i>	<i>\$40.00 plus .7 per thousand total valuation</i>	
<i>Plan Re-review</i>	<i>\$40.00 plus .4 per thousand total valuation</i>	
<i>Remodel/Accessory Structure Addition Building Permit</i>	<i>\$40.00 Plus \$6.00 per thousand total valuation</i>	
<i>Reroof*</i>	<i>\$40.00 Plus \$6.00 per thousand total valuation</i>	
<i>Mobile Home/Park Model</i>	<i>\$50.00 Plus \$4.10 per thousand total valuation. HVAC, Electric and Plumbing Permits are separate.</i>	
<i>Commercial</i>		
<i>Building Permit</i>	<i>\$50.00 plus \$5.75 per thousand total valuation.</i>	
<i>Plan Review</i>	<i>Half of the building permit</i>	
<i>Electrical Permit</i>	<i>\$40.00 plus .7 per thousand total valuation</i>	
<i>Plumbing Permit</i>	<i>\$40.00 plus .7 per thousand total valuation</i>	
<i>HVAC Permit</i>	<i>\$40.00 plus .7 per thousand total valuation</i>	
<i>Plan Re-Review</i>	<i>\$100.00 Plus \$1.25 per thousand total valuation</i>	
<i>Additions Remodels Accessory Structures Building Permit</i>	<i>\$50.00 plus \$7.00 per thousand total valuation.</i>	
<i>Change of use/occupancy</i>	<i>\$50.00</i>	
<i>Other**</i>	<i>\$50.00</i>	
<i>Additional Fees</i>		
<i>Work Started without a permit</i>	<i>Double Fee</i>	
<i>Re-inspection fee</i>	<i>\$75.00</i>	
<i>Failure to call for an inspection</i>	<i>\$40.00</i>	

** requires a plan review*

***At the discretion of the Building Official*

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6i**

ITEM TITLE: Resolution 2019-065 Adopting a Fee Schedule for Building and Zoning Fees

For the Meeting of: November 14, 2019

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

Date Submitted: November 6, 2019

Funds Required: No.

Attachments: Yes. Proposed Resolution 2019-065

Item Description: Resolution 2019-065 adopting a fee schedule for building and zoning fees and repealing all fees in conflict.

Action to be Taken: Approve Resolution 2019-065

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2019-065

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

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

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

WHEREAS, the City desires to include an administrative fee for building permits utilizing a private provider for plan review and inspections, a Floodplain Development Permit application review, and a Floodplain Determination letter; and

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

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

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Commission hereby adopts the Fee Schedule attached hereto as **Exhibit A**.
3. Resolution 2018-023 is hereby repealed.
4. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this 14th day of November 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

EXHIBIT A

BUILDING AND ZONING FEE SCHEDULE

The permits for which the city shall charge a fee and the amount of the fee for each permit are as follows:

BUILDING PERMITS

COMMERCIAL FEES

Commercial Building New	\$50 plus \$5.75 per \$1,000 value
Commercial Building Add/Remodel	\$50 plus \$7 per \$1,000 value
Commercial Demolition	\$300
Commercial Plan Review	Half of the Building Permit Fees, Minimum \$100
Commercial Plan Re-review	\$100 plus \$1.25 per \$1000 value
Commercial Electric	\$75 plus .70 per \$1,000 value
Commercial HVAC	\$75 plus .70 per \$1,000 value
Commercial Plumbing	\$75 plus .70 per \$1,000 value
Commercial Gas	\$75 plus .70 per \$1,000 value
Irrigation to be charged as plumbing permit	

RESIDENTIAL FEES

Residential Building New	\$40 plus \$4.10 per \$1,000 value
Residential Building Add/Remodel	\$40 plus \$6 per \$1,000 value
Residential Demolition	\$150
Residential Plan Review	half of the building permit, minimum \$40
Residential Plan Re-review	\$40 plus .40* \$1,000 job value
Residential Electric	\$40 plus .70 per \$1,000 value
Residential Plumbing	\$40 plus .70 per \$1,000 value
Residential HVAC	\$40 plus .70 per \$1,000 value
Residential Gas	\$40 plus .70 per \$1,000 value
Irrigation to be charged as plumbing permit	

OTHER FEES

To Be Charged at the Discretion of the Building Official	
Residential Pool	\$300

Residential Pool Gas	\$360
Residential Pool Gas/Solar	\$375
Residential Pool Solar	\$360
Building Accessory	\$40
Building Accessory Plan Review	\$40
Reinspection Fee	\$50
Extra Inspection Fee*	\$40

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

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

ADMINISTRATIVE

Administrative Fee	15% of permit fees, minimum \$7.50
<u>Administrative Fee – Private Provider</u>	\$1,646.30 per new SFR permit
Application Fee Commercial	\$50
Application Fee Residential	\$25
Driveway Commercial	\$50
Driveway Residential	\$25
Fence Permit Commercial	\$100
Fence Permit Residential	\$50
State Surcharge DBPR	Per Florida Statute
State Surcharge DCA	Per Florida Statute
Special Events Fee	\$100
Zoning Clearance Commercial	\$50
Zoning Clearance Residential	\$25

FLOODPLAIN DEVELOPMENT

<u>Permit Application Review*</u>	<u>\$80.00</u>
<u>Determination Letter*</u>	<u>\$30.00</u>

* For any review requiring more than one review, or engineering or consulting review will be billed at actual cost and shall be in addition to the fees stated above.

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

PLANNING AND ZONING

Comprehensive plan amendment procedure

- (a) Application fee, per application300.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Annexations

- (a) Application fee, per application200.00
Fee may be waived by city commission if annexation is requested by city.
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Zoning/rezoning procedure

- (a) Application fee, per application115.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Special exception and conditional uses

- (a) Application fee, per application200.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

PUD/public facilities district review procedure

- (a) Application fee, per application300.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Subdivision procedure fees

- (a) Application/preliminary plat approval, plus \$5.00 per lot per application150.00
- (b) Advertising and mailingActual Cost
- (c) Final plat approval, plus \$1.00 per lot per plat100.00
- (d) Subdivision on-site inspection fee, plus \$1.00 per lot per application100.00
- (e) Consultant chargesActual Cost

Variance procedure fees

- (a) Application fee, per application100.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Vacation procedure

- (a) Application fee, per application100.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Clearing permit

- Application fee, per application25.00

Tree removal permit

- Application fee, per application25.00

Sign permits

- (a) Individual commercial, office or industrial uses, per sign10.00
- (b) Shopping centers/Multitenant complexes, per sign10.00
- (c) Houses of worship, per site10.00
- (d) Multifamily development, per sign10.00
- (e) Off site advertising, per sign50.00
- (f) Subdivisions, per sign10.00
- (g) Temporary freestand and portable signs, per sign10.00
- (h) Temporary banners/exterior wall signs, per sign10.00
- (i) Temporary real estate signsNo Charge
- (j) Temporary construction real estate signs, per sign10.00
- (k) Political campaign signsNo Charge
- (l) Miscellaneous temporaryNo Charge
- (m) Miscellaneous signs, per sign10.00

Sign permit fees (annual renewal)

- (a) Off site advertising up to 32 square feet, per sign25.00
- (b) Off site advertising more than 32 square feet50.00

Site plans

- (a) Major (plus \$4.00 per each 100 square feet of covered floor area in excess of 5,000 square feet)250.00
- (b) Minor100.00
- (c) Consultant chargesActual Cost

Construction plans

Consultant chargesActual Cost

Concurrency review

Consultant chargesActual Cost

Inspections

Consultant chargesActual Cost

Depending upon the nature of the development order requested, more than one fee may apply and be charged (e.g., an annexation fee plus a comprehensive plan amendment fee). In addition, fees other than those listed above may be charged to cover the cost of engineering and planning review necessitated by the application (e.g., DRI review fees, site inspection fees). Those additional fees shall be established between the city and the engineer and planner from time to time and charged to the applicant, based upon the fee schedule established. The actual cost of the consultant charges listed above shall be established from time to time by agreement between the city and the city's consultants. A list of the fees established shall be maintained by the city's building department.

EXHIBIT A

BUILDING AND ZONING FEE SCHEDULE

The permits for which the city shall charge a fee and the amount of the fee for each permit are as follows:

BUILDING PERMITS

COMMERCIAL FEES

Commercial Building New	\$50 plus \$5.75 per \$1,000 value
Commercial Building Add/Remodel	\$50 plus \$7 per \$1,000 value
Commercial Demolition	\$300
Commercial Plan Review	Half of the Building Permit Fees, Minimum \$100
Commercial Plan Re-review	\$100 plus \$1.25 per \$1000 value
Commercial Electric	\$75 plus .70 per \$1,000 value
Commercial HVAC	\$75 plus .70 per \$1,000 value
Commercial Plumbing	\$75 plus .70 per \$1,000 value
Commercial Gas	\$75 plus .70 per \$1,000 value
Irrigation to be charged as plumbing permit	

RESIDENTIAL FEES

Residential Building New	\$40 plus \$4.10 per \$1,000 value
Residential Building Add/Remodel	\$40 plus \$6 per \$1,000 value
Residential Demolition	\$150
Residential Plan Review	half of the building permit, minimum \$40
Residential Plan Re-review	\$40 plus .40* \$1,000 job value
Residential Electric	\$40 plus .70 per \$1,000 value
Residential Plumbing	\$40 plus .70 per \$1,000 value
Residential HVAC	\$40 plus .70 per \$1,000 value
Residential Gas	\$40 plus .70 per \$1,000 value
Irrigation to be charged as plumbing permit	

OTHER FEES

To Be Charged at the Discretion of the Building Official	
Residential Pool	\$300

Residential Pool Gas	\$360
Residential Pool Gas/Solar	\$375
Residential Pool Solar	\$360
Building Accessory	\$40
Building Accessory Plan Review	\$40
Reinspection Fee	\$50
Extra Inspection Fee*	\$40

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

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

ADMINISTRATIVE

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

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

PLANNING AND ZONING

Comprehensive plan amendment procedure

- (a) Application fee, per application300.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Annexations

- (a) Application fee, per application200.00
Fee may be waived by city commission if annexation is requested by city.
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Zoning/rezoning procedure

- (a) Application fee, per application115.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Special exception and conditional uses

- (a) Application fee, per application200.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

PUD/public facilities district review procedure

- (a) Application fee, per application300.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Subdivision procedure fees

- (a) Application/preliminary plat approval, plus \$5.00 per lot per application150.00
- (b) Advertising and mailingActual Cost
- (c) Final plat approval, plus \$1.00 per lot per plat100.00
- (d) Subdivision on site inspection fee, plus \$1.00 per lot per application100.00
- (e) Consultant chargesActual Cost

Variance procedure fees

- (a) Application fee, per application100.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Vacation procedure

- (a) Application fee, per application100.00
- (b) Advertising and mailingActual Cost
- (c) Consultant chargesActual Cost

Clearing permit

- Application fee, per application25.00

Tree removal permit

- Application fee, per application25.00

Sign permits

- (a) Individual commercial, office or industrial uses, per sign10.00
- (b) Shopping centers/Multitenant complexes, per sign10.00
- (c) Houses of worship, per site10.00
- (d) Multifamily development, per sign10.00
- (e) Off site advertising, per sign50.00
- (f) Subdivisions, per sign10.00
- (g) Temporary freestand and portable signs, per sign10.00
- (h) Temporary banners/exterior wall signs, per sign10.00
- (i) Temporary real estate signsNo Charge
- (j) Temporary construction real estate signs, per sign10.00
- (k) Political campaign signsNo Charge
- (l) Miscellaneous temporaryNo Charge
- (m) Miscellaneous signs, per sign10.00

Sign permit fees (annual renewal)

- (a) Off site advertising up to 32 square feet, per sign25.00
- (b) Off site advertising more than 32 square feet50.00

Site plans

- (a) Major (plus \$4.00 per each 100 square feet of covered floor area in excess of 5,000 square feet)250.00
- (b) Minor100.00
- (c) Consultant chargesActual Cost

Construction plans

- Consultant chargesActual Cost

Concurrency review

Consultant chargesActual Cost

Inspections

Consultant chargesActual Cost

Depending upon the nature of the development order requested, more than one fee may apply and be charged (e.g., an annexation fee plus a comprehensive plan amendment fee). In addition, fees other than those listed above may be charged to cover the cost of engineering and planning review necessitated by the application (e.g., DRI review fees, site inspection fees). Those additional fees shall be established between the city and the engineer and planner from time to time and charged to the applicant, based upon the fee schedule established. The actual cost of the consultant charges listed above shall be established from time to time by agreement between the city and the city's consultants. A list of the fees established shall be maintained by the city's building department.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6j**

ITEM TITLE: Resolution 2019-064 McDirmit Davis CPA Auditing Services Engagement Letter FY 2020-21

For the Meeting of: November 14, 2019

Submitted by: City Treasurer

Date Submitted: October 24, 2019

Funds Required: Yes - \$29,800 budgeted in Finance and Utilities

Attachments: McDirmit Davis CPA Engagement Letter

Item Description: Resolution 2019-064 approving the agreement with McDirmit Davis. This is budgeted in Finance and Water and Sewer under audit fee 01513-30320 (\$14,900), 40533-30320 (\$7,450), and 40535-30320 (\$7,450).

Action to be Taken: Adopt Resolution 2019-064

Staff's Recommendation: Approval.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2019-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN McDIRMIT DAVIS AND THE CITY OF FRUITLAND PARK, FLORIDA TO PROVIDE AUDITING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland in accordance with the procedures set forth in §218.391(3)(a), F.S. desires to contract with the firm of McDirmit Davis for auditing services; and

WHEREAS, the parties desire to set forth the terms and conditions of its agreement; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into an agreement with McDirmit Davis.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The agreement under letter dated September 17, 2019 between McDirmit Davis and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

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

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

PASSED AND RESOLVED this 14th day of November 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

MCDIRMIT DAVIS

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

September 17, 2019

City of Fruitland Park
506 W. Berckman St.
Fruitland Park, Florida 34731

The following represents our understanding of the services we will provide the *City of Fruitland Park*.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the *City of Fruitland Park* as of September 30, 2019 and for the years then ended and the related notes to the financial statements, which collectively comprise the *City of Fruitland Park's* basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal and state award programs, if required. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal or state awards programs.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- a. Management's Discussion and Analysis
- b. Supplementary Pension Schedules
- c. Supplementary OPEB Schedules

Supplementary information other than RSI will accompany *City of Fruitland Park's* basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of expenditures of federal and state awards
2. Individual fund statements

MCDIRMIT DAVIS & COMPANY, LLC

934 N. MAGNOLIA AVENUE, SUITE 100 ORLANDO, FLORIDA 32803

TELEPHONE: 407-843-5406 FAX: 407-649-9339 EMAIL: INFO@MCDIRMITDAVIS.COM

MEMBERS: PRIVATE COMPANIES PRACTICE SECTION AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

Schedule of Expenditures of Federal and State Awards

We will subject the schedule of expenditures of federal and state awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal and state awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance:

1. Introductory section of the CAFR
2. Statistical section of the CAFR

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and other related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Fruitland Park's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Fruitland Park's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal or state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- 1 For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2 For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- 3 For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
- 4 For maintaining records that adequately identify the source and application of funds for federally funded activities;
- 5 For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- 6 For the design, implementation, and maintenance of internal control over federal awards;
- 7 For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- 8 For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- 9 For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- 10 For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- 11 For taking prompt action when instances of noncompliance are identified;
- 12 For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- 13 For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 14 For submitting the reporting package and data collection form to the appropriate parties;
- 15 For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- 16 To provide us with:
 - a. Access to all information of which [management] is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- 17 For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- 18 For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- 19 For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

- 20 For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- 21 For the accuracy and completeness of all information provided;
- 22 For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 23 For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With respect to any nonattest services we perform, we agree to propose adjusting or correcting journal entries to be reviewed and approved by management, and to prepare the financial statements.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Fees and Timing

Tammy Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDermitt Davis & Company, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$24,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

If a federal or state single audit is required, the additional fee will be \$5,300.

If the City of Fruitland Park exercises the option to renew for the years ending on 2020 and 2021, the fees will not exceed the following:

<u>Fiscal Year</u>	<u>Financial Audit</u>	<u>Single Audit (If Required)</u>
2020	24,500	5,300
2021	25,000	5,300

The timing of our audit for all years will follow the schedule outline in the RFP (detailed below), including presentation of the audit to the City Commission by the 2nd meeting in March.

RFP Schedule:

<u>Audit Phase</u>	<u>Completion Dates</u>
Planning and interim audit work	September 15
Year-end fieldwork	February 15
Report preparation and CAFR review	March 15

Other Matters

The audit documentation for this engagement is the property of McDirmit Davis & Company, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis & Company, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

ADDENDUM TO PROPOSAL

This Addendum to be added to the McDirmit Davis CPA Engagement Letter for Fiscal 2020 and 2021 between McDirmit Davis and the City of Fruitland Park

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

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

McDirmit Davis & Company, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Fruitland Park.

By

Title

Date



Report on the Firm's System of Quality Control

October 13, 2017

To the Owners of McDirmit Davis & Company, LLC
And the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis & Company, LLC (the firm) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act and an audit of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis & Company, LLC in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDirmit Davis & Company, LLC has received a peer review rating of *pass*.

Gregory, Sharer & Stuart, P.A.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6k**

ITEM TITLE: Library - Gardenia Café Agreement Discussion

For the Meeting of: November 14, 2019

Submitted by: City Manager

Date Submitted: November 6, 2019

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: None

Item Description: Library – Gardenia Café agreement discussion.

Action to be Taken:

Staff's Recommendation:

Additional Comments: Adopted by Resolution 2019-030 on July11, 2019.

City Manager Review: Yes

Mayor Authorization: Yes

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6I**

ITEM TITLE: 2019 City Commission Meeting Schedule

For the Meeting of: November 14, 2019

Submitted by: City Clerk

Date Submitted: November 1, 2019

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: 2019 Meeting Schedule

Item Description: 2019 Meeting Schedule, discuss tentative dates and times of the city commission future meetings.

Action to be Taken: Approve the 2019 city commission meeting schedule.

Staff's Recommendation: Approval

Additional Comments: To comply with subsection 33.70 4)G, Invocation Ordinance 2015-023.

City Manager Review: Yes

Mayor Authorization: Yes

CITY OF FRUITLAND PARK 2020 MEETING SCHEDULE

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

January 9 regular
January 23 regular

February 13 regular
February 27 regular

March 12 regular
March 26 regular

April 9 regular
April 23 regular

May 14 regular
May 28 regular

June 11 regular
June 25 regular

July 9 regular
July 23 regular

August 13 regular
August 27 regular

September 10 regular
September 24 regular

October 8 regular
October 22 regular

November 12 regular
November 26 regular – CANCELLED – Thanksgiving

December 10 regular
December 24 regular – CANCELLED - Holidays

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6m

ITEM TITLE: Second Reading and Public Hearing - Ordinance 2019-014
LPA and P&Z Board Lake County School District
Representative – Non-Voting Member

For the Meeting of: November 14, 2019

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

Date Submitted: November 6, 2019

Funds Required: Yes, fiscal impact \$73.14 adverting costs.

Attachments: Yes. proposed Ordinance 2019-014, proof of advertisement
and affidavit.

Item Description: Ordinance 2019-014 to include, as a non-voting member to
the Local Planning Agency (LPA) and Planning and Zoning (P&Z) Board, a school district
representative from Lake County to attend such meetings when considering a comprehensive
plan amendment or rezoning that would increase the residential density if approved. (The first
reading was held on October 24, 2019.)

Action to be Taken: Enact Ordinance 2019-014 to become effective
immediatly as provided by law.

Staff's Recommendation: Approval.

Additional Comments: Direction to staff requesting that the school board
designate a school board district representative for the city to serve on the LPA and P&Z Board
as a non-voting board member addressed at the September 26, 2019 city commission and the
P&Z Board joint workshop meeting.

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,~~
 - (2) Preside at all meetings,
 - (3) 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

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: 10/29/2019
Ad #: 00911683
Salesperson: RB Ad Taker: RB

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
NOTICE OF PUBLIC	11/01/2019	11/01/2019	1	73.14	0.00	73.14

Ad Text:

NOTICE OF PUBLIC HEARINGS
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.

Payment Reference:

Total: 73.14
Tax: 0.00
Net: 73.14
Prepaid: 0.00

Total Due 73.14

**NOTICE OF PUBLIC
HEARINGS
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.

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

Fruitland Park City Commission Meeting on November 14, 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 full proposed ordinance may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance. A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.

00911683 November 1, 2019

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 # 00911683** in the matter of **NOTICE OF PUBLIC HEARINGS ORDINANCE 2019-014**, was published in said newspaper in the issues of

NOVEMBER 1, 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.

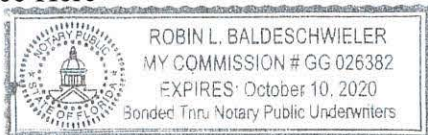

(Signature Of Affiant)

Sworn to and subscribed before me this 1
day November 2019.


Robin L. Baldeschwieler, Notary

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

Attach Notice Here



**NOTICE OF PUBLIC
HEARINGS
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.

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00911683 November 1, 2019

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7a i-iii**

ITEM TITLE:	City Manager's Report
For the Meeting of:	November 14, 2019
Submitted by:	City Manager
Date Submitted:	November 1, 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. **Shiloh Cemetery Road Discussion**
- iii. **Alcohol Discussion**

Action to be Taken:

Staff's Recommendation:

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7b**

ITEM TITLE: CITY ATTORNEY REPORT

For the Meeting of: November 14, 2019

Submitted by: City Attorney

Date Submitted: November 12, 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: Continue to research and analyze issues raised in Motion to Dismiss.

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: 8**

ITEM TITLE: Public Comments
For the Meeting of: November 14, 2019
Submitted by: City Attorney
Date Submitted: **November 1, 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

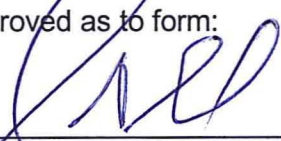
ATTEST:


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