

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

January 23, 2020

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 Dennis Langford, Covenant Life Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATIONS (city clerk)

(a) Children’s Week Proclamation - January 26 to 31, 2020

(b) Fruitland Park Elementary School Recognition

- S. Jutkofsky, *Teacher Assistant*

- K L. Westfall, *2019-20 Teacher of the Year*

4. COMMUNITY REDEVLEOPMENT AGENCY

As soon as practical at 6:15 p.m., recess to the Community Redevelopment Agency meeting.

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.

Approval of Minutes (city clerk)

(a) January 16 workshop meeting and January 9, 2020 regular meeting minutes.

(b) CRA FY 2018-19 Annual Report

6. REGULAR AGENDA

(a) Solicitation Policy – City-Owned Properties Discussion (city manager/library director/parks and recreation director)

Discussion and staff’s recommendations on a solicitation policy for city-owned properties.

- (b) **Smoking Policy – City-Owned Properties Discussion** (city manager/library director/parks and recreation director)
Discussion and staff's recommendations on a smoking/vaping policy prohibited on and within all city properties.
- (c) **Alcohol Beverage Policy Discussion** (city manager/library director/parks and recreation director)
Discussion and staff's recommendation on an alcoholic beverage policy on city properties.
- (d) **Resolution 2020-003 - Library (Gardenia) Café Agreement** (city attorney/city manager/library director)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE LEASE AGREEMENT BETWEEN JOHN M. GIBSON, FOUNTAIN LAKE PROPERTIES, LLC AND THE CITY OF FRUITLAND PARK FOR OPERATING A CAFÉ WITHIN THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.
- (e) **Resolution 2020-006 - \$10,000 Transfer - Waste Management Inc's. Donation - FY 2019-20 Budget Amendment** (city treasurer)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019-2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE TRANSFER IN FROM DONATIONS REVENUE BUDGET AND THE IMPROVEMENTS COMMUNITY CENTER EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.
- (f) **Resolution 2020-007 – Municipal Improvements Transfer to Community Center Expense Budget - FY 2019-20 Budget Amendment** (city treasurer)
A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019-2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM IMPROVEMENTS MUNICIPAL COMPLEX BUDGET TO IMPROVEMENTS COMMUNITY CENTER EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

(g) Resolution 2020-008 – Sale Surplus – Water – FY 2019-20 Budget Amendment (city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE WATER SALE SURPLUS REVENUE BUDGET AND THE WATER SUPPLIES EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

(h) First Reading and Public Hearing – Ordinance 2020-001 – Rezoning – 1217 Miller Boulevard - Developer’s Agreement First Amendment: Petitioner G. A., S. T. and V. L. Summers (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN THE DEVELOPER’S AGREEMENT BETWEEN CITY OF FRUITLAND PARK, AND GREGORY A. SUMMERS, SANDY T. SUMMERS AND VERNON L. SUMMERS, JR., RELATING TO THE LIMITATION OF C-1 USES IN THE C-1 ZONING DISTRICT AND ADDITIONAL BUFFERING; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING DIRECTIONS; PROVIDING FOR SCRIVENER’S ERRORS, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on February 13, 2020.)

END OF PUBLIC HEARING

7. OFFICERS’ REPORTS

(a) City Manager

Economic Development Status Update

(b) City Attorney

i. Notice of Claim – James Hartson

ii. City of Fruitland Park v. T. D. Burke

iii. City of Fruitland Park v. State of Florida Department of Management Services

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 events shown below:

January 25, 2020, *Coffee with the Mayor*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 8:00 a.m.;

February 1, 2020, *Winterfest 2020*, Community United Methodist Church, 1309 College Ave, Fruitland Park, Florida 34731 at 10:00 a.m.;

February 3, 2020, *Tax Season is Here*, Gerstemeier & Company, PA, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 12:00 p.m.;

February 7, 2020, Fruitland Park Elementary School Dance, Fruitland Park Community Center, 205 W. Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;

February 8 to 16 2020, *Love Week* Activities to include *Bless Days*, *First Responders and Public Service Personnel*, and the following:

- February 8 - *5K Love (Fun) Run 2020* at city hall at 8:00 a.m.,
- February 8 - *Partnership with Code Enforcement*,
- February 10-14 – *Bank and Bite*,
- February 12 – *Preschool Day at the Library* at 10:30 a.m.,
- February 12 – *Senior Adult Luncheon* at the Community Center at 11:30 a.m.,
- February 14 – *Parents’ Night Out* at The Village Park Campus Church, 1000 Village Park Drive, Fruitland Park, Florida 34731 at 5:00 p.m. and
- February 14 - *Movie on the Lawn, Lady and the Tramp* at City Hall at 6:30 p.m.;

February 10, 2020, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails Conference Room, 2401 Woodlea Rd., Tavares, Florida 32778 at 3:30 p.m.;

February 13, 2020 City Commission and Planning and Zoning Board Joint Workshop at 6:00 p.m.;

February 13, 2020 City Commission Special at 7:30 p.m.;

February 14, 2020, LCLC TBD, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;

February 19, 2020, *Author Meet and Greet with Mariel Gordon*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 2:00 p.m.;

February 21, 2020, *Social Security and You*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 1:00 p.m.;

February 27, 2020, City Commission Regular at 6:00 p.m.;

March 12, 2020, City Commission Regular at 6:00 p.m.;

March 13, 2020, *Movie on the Lawn*, TBD, City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 6:30 p.m.;

March 17, 2020, *Author Meet and Greet with Martha Geaney*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 2:00 p.m.;

March 26, 2020, City Commission Regular at 6:00 p.m.;

March 27, 2020, *Wills, Trusts, and Why Estate Planning Matters*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m., and

March 28, 2020, *Fruitland Park Day*, City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk’s Office at City

Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3 a - b

ITEM TITLE:	Special Presentations
For the Meeting of:	January 23, 2020
Submitted by:	City Clerk
Date Submitted:	January 13, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, proclamation and certificates

Item Description: **Special Presentations**

(a) *Children’s Week Proclamation*

(b) **Fruitland Park Elementary School Recognition**
Teacher of the Year – Mrs. Kristy Westfall
Teacher Assistant – Mrs. Sherry Jutkofsky

Action to be Taken: **None**

Staff’s Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

Proclamation

WHEREAS, *Children's Week* is the only annual event held in the state of Florida that celebrates and honors its commitment to children and advocates which began more than 20 years ago during the tenure of Governor Lawton Chiles; and

WHEREAS, the 25th Annual *Children's Week*, once known as *Children's Day*, will be celebrating from January 26 to 31, 2020 as "One Voice for Children"; and

WHEREAS, *Children's Week*, celebrating parents and children, will provide parents, children, advocates, teachers, policymakers, professionals, and community leaders with the opportunity to share knowledge and information about children's issues in communities across the state and highlight the critical issues children faces; and

WHEREAS, *Children's Week* recognizes the contributions of families who support the healthy growth and development of children; and

WHEREAS, thousands of child advocates across Florida will be capturing the true spirit and commitment Florida has made to our children and youth; and

WHEREAS, the city supports our community leaders who provide the opportunity to share knowledge and information about children's issues in communities across the state; and

WHEREAS, in recognizing the school's commitment to teach all students in ways that promote wise decision-making, good citizenship, and a love for life-long learning, the city commission supports its mission to create an atmosphere of positive expectations in a safe and resource-filled learning environment; and

WHEREAS, the city would like to recognize the staff at Fruitland Park Elementary who have diligently continued to work together to improve the lives of our children and families and shared the commitment to improve our community with outreach efforts to promote the health, safety and wellbeing of our children;

NOW THEREFORE be it proclaimed that I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, do hereby recognize the week of January 26 to 30, 2020 as *Children's Week*; encourage all citizens of Fruitland Park to remember that, "Our Children are Our Future", and extend appreciation to advocates who recognize that every child in Florida should be healthy, ready to learn, and be able to achieve their full potential.

Dated this 23^h day of January 2020.

Chris Cheshire, Mayor
Attest:

Esther Coulson, City Clerk



CERTIFICATE OF APPRECIATION

PRESENTED TO

Sherry Jutkofsky

In recognition of your valuable contributions and service to the Fruitland Park community.

Awarded this 23rd day of January 2020

Mayor Chris Cheshire



CERTIFICATE OF APPRECIATION

PRESENTED TO

Kristy Westfall

In recognition of your valuable contributions as “2019-20 Teacher of the Year”

Awarded this 23rd day of January 2020

Mayor Chris Cheshire

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

ITEM TITLE: **Community Redevelopment Agency (CRA) Meeting**

For the Meeting of: January 23, 2020

Submitted by: City Clerk

Date Submitted: January 14, 2020

Funds Required: No

Attachments: Yes, CRA Establishment

Item Description: CRA Establishment Ordinance 95-001, Resolution 2019-050, and §163.386 and §163.387 Florida Statutes

Action to be Taken: **As soon as practical, recess to the Community Redevelopment Agency meeting.**

Staff's Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE NO. 95-001

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR THE DESIGNATION OF THE COMMUNITY REDEVELOPMENT TRUST FUND AS THE RECIPIENT OF FUNDS PURSUANT TO SECTION 163.387, FLORIDA STATUTES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park has, by resolution, established a finding of blight; and,

WHEREAS, the City Commission desires to provide for the removal of such blighted areas and redevelop such areas, pursuant to the Community Redevelopment Act of 1969, hereafter referred to as the "CRA", as contained in Florida Statutes, Chapter 163, Part III; and,

WHEREAS, the City Commission has, by resolution, approved a Community Redevelopment Plan for the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, as follows:

SECTION 1. There is hereby established and created, in accordance with the provisions of Section 163.387, Florida Statutes, a Community Redevelopment Trust Fund, hereafter referred to as "the Fund".

SECTION 2. The monies allocated to and deposited into the Fund are hereby appropriated to the City of Fruitland Park Community Redevelopment Agency, hereafter referred to as "the Agency", to finance projects within the Community Redevelopment Project Area, hereafter referred to as "the Project". The Agency shall utilize the monies and the revenue paid into and earned by the Fund for all and every community development purpose delegated to it by the established Community Redevelopment Plan, hereafter referred to as "the Plan", and as further provided by law. The Fund is to exist for the duration of the Project programs or until legally terminated by ordinance. The monies shall be held by the City for and on behalf of the Agency and distributed to the Agency in accordance with a subsequent agreement to be established between the City and the Agency.

SECTION 3. There shall be paid into the Fund each year by all taxing authorities within the Project Area, except those authorities excluded by state law, the incremental increase in ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied by the referenced taxing authorities in the base year, as established in Section 5 below.

SECTION 4. The tax roll used in connection with the taxation of such property for the base year shall be the Tax Roll of 1994 in Lake County. All deposits into the Fund shall begin with the incremental increases in ad valorem tax revenues received subsequent to November 1, 1995.

SECTION 5. The tax increment shall be determined and appropriated annually in an amount equal to the difference between:

a. the amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

b. the amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any amount from any debt service millage, upon the total of the assessed value of the taxable real property in the Community Redevelopment Area, as shown upon the 1994 assessment roll used in connection with the taxation of such property by each taxing authority. If any conflict occurs between the provisions of this Ordinance and the provisions of Chapter 163, Part III, Florida Statutes, concerning tax increment financing, the statutory provisions shall control and apply to this Ordinance.

SECTION 6. Each taxing authority will annually appropriate to the Fund the aforestated sum at the beginning of their fiscal year. Payment of the sum shall be in accordance with state law.

SECTION 7. The Agency, with the approval of the City Commission, is directed to establish the Fund and to develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the Agency may, expeditiously and without undue delay, utilize the monies received for their allocated statutory purpose.

SECTION 8. The Agency shall accept full responsibility for the receipt, custody, disbursement, accountability, management and proper application of all monies paid into the fund subject to the provisions of Section 2 of this Ordinance.

SECTION 9. Any and all ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

SECTION 10. If any part of this Ordinance is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remainder, which shall remain in full force and effect.

SECTION 11. This ordinance shall take effect immediately upon its final adoption.

PASSED AND ORDAINED this 16th day of March, 1995, by the City Commission of the City of Fruitland Park, Florida.

William R. White
William R. White, Mayor
City of Fruitland Park

Attest:

Linda S. Rodrick
Linda S. Rodrick, City Clerk
City of Fruitland Park

First Reading: March 2, 1995

Second Reading: March 16, 1995

Approved as to form:

Gary J. Cooney
Gary J. Cooney
City Attorney

a:\ords\ord.058

Select Year:

The 2018 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.340 Definitions.—The following terms, wherever used or referred to in this part, have the following meanings:

(1) “Agency” or “community redevelopment agency” means a public agency created by, or designated pursuant to, s. [163.356](#) or s. [163.357](#).

(2) “Public body” means the state or any county, municipality, authority, special district as defined in s. [165.031\(7\)](#), or other public body of the state, except a school district.

(3) “Governing body” means the council, commission, or other legislative body charged with governing the county or municipality.

(4) “Mayor” means the mayor of a municipality or, for a county, the chair of the board of county commissioners or such other officer as may be constituted by law to act as the executive head of such municipality or county.

(5) “Clerk” means the clerk or other official of the county or municipality who is the custodian of the official records of such county or municipality.

(6) “Federal Government” includes the United States or any agency or instrumentality, corporate or otherwise, of the United States.

(7) “Slum area” means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;

(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or

(c) The existence of conditions that endanger life or property by fire or other causes.

(8) “Blighted area” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

(d) Unsanitary or unsafe conditions.

- (e) Deterioration of site or other improvements.
- (f) Inadequate and outdated building density patterns.
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- (h) Tax or special assessment delinquency exceeding the fair value of the land.
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term “blighted area” also means any area in which at least one of the factors identified in paragraphs (a) through (o) is present and all taxing authorities subject to s. 163.387(2)(a) agree, either by interlocal agreement with the agency or by resolution, that the area is blighted. Such agreement or resolution must be limited to a determination that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, “blighted area” means an area as defined in this subsection.

(9) “Community redevelopment” or “redevelopment” means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.

(10) “Community redevelopment area” means a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment. For community redevelopment agencies created after July 1, 2006, a community redevelopment area may not consist of more than 80 percent of a municipality.

(11) “Community redevelopment plan” means a plan, as it exists from time to time, for a community redevelopment area.

(12) “Related activities” means:

- (a) Planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a communitywide plan or program pursuant to s. 163.365.

- (b) The functions related to the acquisition and disposal of real property pursuant to s. [163.370\(4\)](#).
 - (c) The development of affordable housing for residents of the area.
 - (d) The development of community policing innovations.
- (13) “Real property” means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto or used in connection therewith and every estate, interest, right, and use, legal or equitable, therein, including but not limited to terms for years and liens by way of judgment, mortgage, or otherwise.
- (14) “Bonds” means any bonds (including refunding bonds), notes, interim certificates, certificates of indebtedness, debentures, or other obligations.
- (15) “Obligee” means and includes any bondholder, agents or trustees for any bondholders, or lessor demising to the county or municipality property used in connection with community redevelopment, or any assignee or assignees of such lessor’s interest or any part thereof, and the Federal Government when it is a party to any contract with the county or municipality.
- (16) “Person” means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, assignee, or other person acting in a similar representative capacity.
- (17) “Area of operation” means, for a county, the area within the boundaries of the county, and for a municipality, the area within the corporate limits of the municipality.
- (18) “Housing authority” means a housing authority created by and established pursuant to chapter 421.
- (19) “Board” or “commission” means a board, commission, department, division, office, body or other unit of the county or municipality.
- (20) “Public officer” means any officer who is in charge of any department or branch of the government of the county or municipality relating to health, fire, building regulations, or other activities concerning dwellings in the county or municipality.
- (21) “Debt service millage” means any millage levied pursuant to s. 12, Art. VII of the State Constitution.
- (22) “Increment revenue” means the amount calculated pursuant to s. [163.387\(1\)](#).
- (23) “Community policing innovation” means a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.
- (24) “Taxing authority” means a public body that levies or is authorized to levy an ad valorem tax on real property located in a community redevelopment area.

History.—s. 3, ch. 69-305; s. 1, ch. 77-391; s. 1, ch. 81-44; s. 3, ch. 83-231; ss. 2, 22, ch. 84-356; s. 83, ch. 85-180; s. 72, ch. 87-243; s. 33, ch. 91-45; s. 1, ch. 93-286; s. 1, ch. 94-236; s. 1447, ch. 95-147; s. 2, ch. 98-201; s. 1, ch. 98-314; s. 2, ch. 2002-294; s. 7, ch. 2006-11; s. 1, ch. 2006-307; s. 20, ch. 2013-15; s. 7, ch. 2015-30.

Select Year:

The 2017 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND INTERGOVERNMENTAL
RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.356 **Creation of community redevelopment agency.—**

(1) Upon a finding of necessity as set forth in s. [163.355](#), and upon a further finding that there is a need for a community redevelopment agency to function in the county or municipality to carry out the community redevelopment purposes of this part, any county or municipality may create a public body corporate and politic to be known as a “community redevelopment agency.” A charter county having a population less than or equal to 1.6 million may create, by a vote of at least a majority plus one of the entire governing body of the charter county, more than one community redevelopment agency. Each such agency shall be constituted as a public instrumentality, and the exercise by a community redevelopment agency of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Community redevelopment agencies of a county have the power to function within the corporate limits of a municipality only as, if, and when the governing body of the municipality has by resolution concurred in the community redevelopment plan or plans proposed by the governing body of the county.

(2) When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency, which shall consist of not fewer than five or more than nine commissioners. The terms of office of the commissioners shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority’s governing body, whose membership on the board of commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

(3)(a) A commissioner shall receive no compensation for services, but is entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties. Each commissioner shall hold office until his or her successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the county or municipality, and such certificate is conclusive evidence of the due and proper appointment of such commissioner.

(b) The powers of a community redevelopment agency shall be exercised by the commissioners thereof. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and

employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff. An agency authorized to transact business and exercise powers under this part shall file with the governing body, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

(d) At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and implementation of community policing innovations.

(4) The governing body may remove a commissioner for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she has been given a copy of the charges at least 10 days prior to such hearing and has had an opportunity to be heard in person or by counsel.

History.—s. 2, ch. 77-391; s. 1, ch. 83-231; s. 6, ch. 84-356; s. 903, ch. 95-147; s. 4, ch. 98-314; s. 41, ch. 2001-266; s. 4, ch. 2002-294; s. 2, ch. 2006-307.

RESOLUTION 2019-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY AND TRUST FUND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency was established and the initial CRA plan was adopted by the City Commission of the City of Fruitland Park on March 16, 1995; and

WHEREAS, consistent with s. 163.362, Florida Statutes, the initial CRA plan provides a 30 year term to complete all redevelopment financed by increment revenues; therefore, completion of all redevelopment must occur by the end of the fiscal year 2025, unless the continued existence is approved by a majority vote of the members of the governing body; and

WHEREAS, because the CRA was created before July 1, 2002, the City Commission may extend the CRA for an additional 30 years, for a total of 60 years; and

WHEREAS, the City Commission, at a duly noticed public hearing, in accordance with Sec. 163.361, Florida Statutes, has considered the purpose of the Community Redevelopment Agency, its accomplishments and finds that it is in the best interests of the City of Fruitland Park and its residents and businesses to provide for its continued existence for an additional 30 year period.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Community Redevelopment Agency and Trust Fund established March 16, 1995, shall continue in existence for a total of 60 years, thereby having a termination date of September 30, 2055.

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

PASSED AND RESOLVED this 19th day of September 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

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



CHRIS CHESHIRE, MAYOR

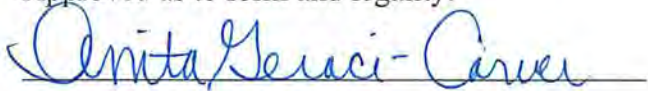
ATTEST:



ESTHER COULSON, CITY CLERK

Mayor Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Vice Mayor Gunter	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Bell	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner DeGrave	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Mobilian	<input type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input checked="" type="checkbox"/>	(Absent)

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Draft Regular and Workshop Meeting Minutes and
CRA FY 2018-19 Annual and Activity Report

For the Meeting of: January 23, 2020

Submitted by: City Clerk

Date Submitted: January 13, 2020

Funds Required: N/A

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Yes, draft minutes

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) January 9, regular minutes and January 16, 2020 workshop minutes and
- (b) CRA FY 2018-19 Annual and Activity Report

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

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

**FRUITLAND PARK CITY COMMISSION
DRAFT WORKSHOP MEETING MINUTES
January 16, 2020**

The city commission workshop meeting was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, January 16, 2020 at 6:30 p.m.

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

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce; Interim Fire Chief Donald Gilpin, Assistant Fire Chief Tim Yoder, Lieutenant Madison Leary; Firefighters Michael Howard, Michael Edwards, Fire Department and City Clerk Esther B. Coulson.

1. CALL TO ORDER

After Mayor Cheshire called the meeting to order at 6:30 p.m., Chief Luce led in the Pledge of Allegiance to the flag.

2. ROLL CALL

At Mayor Cheshire's request, Ms. Coulson called the roll.

By unanimous consent and upon Mayor Cheshire's suggestion, the city commission fixed this evening's workshop at 8:00 p.m. as the time to which to adjourn.

3. FIRE RESCUE SERVICES

The city commission voiced concerns on recent staffing issues at the fire department resulting in the lack of providing fire rescue services; considered the most efficient and economical method of current and future service delivery due to the substantial increase in population, structures and costs, and addressed the need to immediately remedy the situation.

Interim Fire Chief Gilpin gave a power-point presentation on the provision of fire services; noted the present morale of the department and suggested retaining a full-time fire chief and ultimately a full-time firefighter for the fire department.

Mayor Cheshire referred to the calculations provided by Ms. Racine showing the 2020 final tax roll cost comparisons for The City of Fruitland Park versus The Villages of Fruitland Park to be the same; a copy of which is filed with the supplemental papers to the minutes of this meeting.

After extensive discussions and following the preferences of Mayor Cheshire to remain with the current fire rescue services with a full time fire chief and Commissioner Bell for a unanimous decision for the county to provide fire rescue services, **the majority of the city commission agreed to authorize the city manager to work with the Lake County**

Manager to negotiate a contract to provide fire rescue services in conjunction with the city's.

4. OTHER BUSINESS

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

5. ADJOURNMENT

The meeting adjourned at 8:01 p.m.

The minutes were approved at the January 23, 2020 meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES**

January 9, 2020

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

6:00 p.m.

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, January 9, 2020 at 6:00 p.m.

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

Also Present: City Manager Gary La Venia; City Attorney Valerie C. Fuchs; City Treasurer Jeannine Racine; Police Chief Erik Luce, Public Works Director Dale Bogle; Community Development Director Tracy Kelley; Library Director Jo Ann Glendinning; Human Resources Director Diana Kolcun; Deputy City Clerk Stevie Taub and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

ACTION: 6:00:23 PM Mayor Cheshire called the meeting to order, Pastor Chuck Padgett, Trinity Assembly of God, gave the invocation and Chief Luce led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:01:40 PM After Mayor Cheshire requested that Ms. Coulson called the roll where a quorum was declared present.

Upon Mayor Cheshire' suggestion and **by unanimous consent, the city commission accepted the changes to the following items on this evening's agenda:**

Consent Agenda Item 4.(c)	Addendum: Resolution 2020-001
Regular Agenda Item 6.(a) iv	Solicitation Policy Discussion
Regular Agenda Item 6.(a) v.	Smoking Policy Discussion, and
Supplemental Agenda Item 6.(f)	Resolution 2019-066

Mayor Cheshire acknowledged the presence of Ms. Fuchs, representing City Attorney Anita Geraci-Carver, who is absent.

3. PROCLAMATION – February 8 to 16, 2020 *Love Week*

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming February 8 to 16, 2020 as *Love Week* and offered support in joining the community to perform acts of kindness by making a difference in creating an atmosphere of partnership and generosity within the city.

ACTION: 6:02:35 PM.: Pastors Padgett and Sidney Brock, Heritage Community Church, accepted the proclamation with gratitude.

4. CONSENT AGENDA

(a) Approval of Minutes

- November 14, 2019
- December 12, 2019

(b) Resolution 2020-002 – Unity of Title – 600 and 602 Urick Street

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DECLARATION OF UNITY OF TITLE UNIFYING AS AN INDIVISIBLE BUILDING SITE, TWO PROPERTIES LOCATED AT 600 AND 602 URICK STREET, FRUITLAND PARK, FLORIDA, OWNED BY FREDERICK AND ANALIZA FAIRFAX AND IDENTIFIED BY THE LAKE COUNTY PROPERTY APPRAISER AS ALTERNATE KEY NUMBER 3841409 AND ALTERNATE KEY NUMBER 3841410; PROVIDING FOR A DECLARATION OF UNITY OF TITLE TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2020-001 – Library Advisory Board Reappointments

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A BOARD MEMBER AND AN ALTRNATE BOARD MEMBER TO THE LAKE COUNTY LIBRARY ADVISORY BOARD TO SERVE A FOUR-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE. (Addendum: Resolution 2020-001)

ACTION: 6:05:43 PM **On motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the previously cited consent agenda** (with addendum to Item 4.(c)).

5. REGULAR AGENDA

(a) Resolution 2020-004 - NW Lake Community Park – Third Amendment ILA

Ms. Fuchs read into the record proposed Resolution 2020-004, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK REGARDING JOINT DEVELOPMENT OF A SOCCER FIELD AT NORTHWEST LAKE COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:05:55 PM After discussion, a motion was made by **Commissioner Bell and seconded by Commissioner DeGrave that the city commission adopt Resolution 2020-004 as previously cited.**

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

(b) Golf Carts Discussion

Mr. La Venia identified the finalization of CR 466A Phase IIIA roadway improvements and the city's existing uncontrolled golf cart crossing on College Avenue. He requested petitioning Lake County in writing to consider lowering the posted speed limit from 35 mph to 30 mph on the section of Rose Avenue between Berckman Street and CR 466A to allow for low speed vehicles and addressed the plan for the city, if approved, to amend the existing golf cart map to include said roadway.

Chief Luce addressed the ability to allow controlled golf cart crossing at the intersection of CR 466A and Dixie Avenue and recognized the installation of such signs according to Florida Statutes.

ACTION: 6:08:18 PM. After discussion and **by unanimous consent, the city commission approved the city manager's request authorizing him to write a letter to Lake County requesting consideration to lower the speed limit to allow for golf cart crossings as previously cited.**

(c) CRA Redevelopment Taxes – FY 2019-20

The city commission considered its action to approve from the general fund to the redevelopment fund for the redevelopment taxes for FY 2019-20 totaling \$183,533.

ACTION: 6:11:27 PM After discussion and **on motion of Commissioner Mobilian, seconded by Commissioner DeGrave and unanimously carried, the city commission approved from the general fund to the redevelopment fund the CRA Redevelopment taxes for FY 2019-20 totalling \$183,533.**

(d) Resolution 2020-005 – Library – Children's Garden – FY 2019-20 Budget Amendment

Ms. Fuchs read into the record proposed Resolution 2020-005, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE TRANSFER IN FROM DONATIONS REVENUE BUDGET AND THE LIBRARY CHILDREN'S GARDEN EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:12:25 PM A motion was made by Vice Mayor Gunter and seconded by Commissioner Mobilian that the city commission adopt Resolution 2020-005 as previously cited.

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

By unanimous consent, Mayor Cheshire opened the public hearings on this evening's agenda.

PUBLIC HEARING

(e) Second Reading and Public Hearing – Ordinance 2019-015 – Purchasing and Bidding Policy

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2019-015, Ms. Fuchs read into the record the following title and Mayor Cheshire called for interested parties to be heard.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN CHAPTER 33 OF THE CODE OF ORDINANCES INCREASING THE PURCHASING THRESHOLD AMOUNTS SET FORTH IN THE CITY'S PURCHASING AND BIDDING POLICY; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on December 12, 2019.)

Ms. Racine referred to the purchasing policy provisions, requested at the December 12, 2019 regular meeting, where language was included for the commission to be informed of purchases exceeding \$5,000.

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

ACTION: 6:13:36 PM A motion was made by Commissioner DeGrave and seconded by Commissioner Bell that the city commission enact Ordinance 2019-015 as previously cited to become effective immediately as provided by law.

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

END OF PUBLIC HEARING

SUPPLEMENTAL AGENDA

(f) Resolution 2019-066 – Bailey Minor Subdivision – Petitioner: Michael S. Bailey

Due to a conflict of interest, Vice Mayor Gunter disclosed reasons why he would not be participating in discussions and that he intends to abstain from voting on the subject item; referred to the notice received by certified mail on November 6, 2019 from the community development department regarding the subject minor subdivision application requesting the subdivision of an existing parcel into four separate parcels and addressed his plan to complete Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

Ms. Fuchs read into the record proposed Resolution 2019-066, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MINOR SUBDIVISION APPROVAL OF PROPERTY LOCATED AT 500 WEST MIRROR LAKE DRIVE, IN THE CITY OF FRUITLAND PARK, OWNED BY MICHAEL S. BAILEY; PROVIDING FOR A NOTICE TO BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the December 12, 2019 regular meeting.)

ACTON: 6:15:01 PM After discussion, a motion was made by Commissioner Bell and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-066 as previously cited.

Mayor Cheshire called for a roll call vote on the motion with the following members voting as follows:

Commissioner Bell	Yes
Commissioner Mobilian	Yes
Commissioner DeGrave	Yes
Vice Mayor Gunter	Abstained
Mayor Cheshire	Yes

The motion was declared carried on a 4-1 vote with one abstention.

6. OFFICERS' REPORTS

(a) City Manager

i. Economic Development Status Update

Mr. La Venia gave an update on the following:

- Benchmark Development I LLC - the progress made on the 27-acre school board property purchased on CR 466A with the anticipated construction to take place around the end of 2020 early 2021.

- Sun Recreational Vehicle (RV) Resort - his letter dated September 24, 2019 to Lake County Board of County Commissioners regarding Sun RV Resort's Development Application for a proposed RV project on CR 466A and Micro Racetrack Road where the proposal was not considered by the county commission.
- Florida Medical Industries Inc. - his conversations on January 8, 2020 with Mr. Michael "Mike" Whiting, Florida Medical Industries Inc., (the glass thermometer manufacturing company located on 3131 US Highway 441/US 27) regarding a current case and the building's ownership filed in the Lake County 5th Judicial Circuit and noted the imminent resolution of said matter where he plans to communicate with Ms. Kelley in that regard.

ACTION: 6:17:03 PM, 6:34:43 PM, and 6:35:01 PM No action was necessary.

ii. Upgraded Power Switch Installation Discussion

Discussion on upgraded power switch installation (Resolution 2019-052 Summit Broadband Service Order was adopted on November 14, 2019.)

Mr. La Venia described the upgraded power switch installation at the community center, public works building and city hall and the transitional process from Comcast Corporation to Summit anticipated to be complete within 45 days.

ACTION: 6:18:05 PM No action was necessary.

iii. Alcohol Beverage Policy Discussion

Mr. La Venia referred to the adopted alcoholic beverage policies on public property from various governmental entities and anticipated his plan to transfer CRA funds from improvements in the municipal complex' budget to finalize the community center's renovations. He pointed out inquiries received from the public to utilize the city's properties for events and requested the need for an existing policy for the city commission to review before authorizing Ms. Geraci-Carver to draft an ordinance in that regard as well as a fee schedule to accommodate the city's needs.

ACTION: 6:10:09 PM After much discussion and **by unanimous consent, the city commission directed staff to provide a recommendation on the alcohol beverage policy for consideration at a future meeting.**

iv. Solicitation Policy Discussion

Mr. La Venia reported on staff devising a solicitation policy for city properties and addressed his plan to present a draft to the city commission for consideration on a future agenda.

ACTION: 6:31:48 PM For informational purposes.

v. **Smoking Policy Discussion**

Mr. La Venia addressed his intent to present to the city commission at a future meeting a smoking policy prohibited on and within all city properties which will include vaping.

ACTION: 6:32:20 PM **By unanimous consent, the city commission accepted the city manager's request.**

(b) **City Attorney**

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

ii. **City of Fruitland Park v. T. D. Burke**

iii. **City of Fruitland Park v. State of Florida – Department of Management Services**

Ms. Fuchs indicated that she has no updated reports to present.

ACTION: 6:36:50 PM No action was taken.

7. **PUBLIC COMMENTS**

Mr. Mark Knapke, Park Manager Lake Griffin State Park, addressed his preference to solicit anyone from the city who is interested to serve on the Friends of the Lake Griffin State Park and agreed in the affirmative to Mayor Cheshire's request that he will provide more details to Ms. Coulson.

Mr. Knapke referred to his August 8, 2019 firefighter volunteer part time employment application form submitted to Interim Fire Chief Donald Gilpin in September 2019 and relayed his comments that he was waiting for the city commission's decision on the city's fire rescue services to be transferred to the county or for the services to remain with the city. Mr. Knapke recognized the city commission's forthcoming January 16, 2019 workshop and addressed his desire to be involved.

After Mr. Knapke's referred to the Florida Medical Industries Inc.'s property (bounded on the north by Lake Griffin State Park) where the remnants are blowing into the park, Mr. La Venia indicated that would inform the property owners of same.

ACTION: 6:37:15 PM. No action was taken.

8. **COMMISSIONERS' COMMENTS**

(a) **Commissioner Mobilian**

Commissioner Mobilian stated that he has nothing to report at this time.

ACTION: 6:40:30 PM. No action was taken.

(b) Commissioner DeGrave

Commissioner DeGrave stated that he has nothing to report at this time.

ACTION: 6:40:37 PM. No action was taken.

(c) Commissioner Bell

Commissioner Bell stated that he has nothing to report at this time.

ACTION: 6:40:39 PM. No action was taken.

(d) Vice Mayor Gunter, Jr.

Vice Mayor Gunter commended Ms. Yoder on the events that took place at the December 20 Christmas Party; pointed out the December 14th Annual Wreaths Across America event with the speech given by Mayor Cheshire recognizing 127 veterans at Shiloh Cemetery and acknowledged the December 21, 2019 Virgil Bell Children's Garden Opening Ceremony at Fruitland Park where he requested that a *thank you* letter be sent to Eagle Scouts Barak Reynolds V, Fruitland Park Eagle Scouts 143, for a job well done on the garden's benches.

ACTION: 6:40:41 PM. No action was necessary.

9. MAYOR'S COMMENTS

(a) Police Department

Mayor Cheshire referred to a commendation letter dated December 24, 2019 from a citizen that was distributed to the city commission and expressed appreciation to Sergeant Keith Flanary and Officer Jeremiah Ricketts for a job well done.

ACTION: 6:42:44 PM No action was taken.

(b) City Commission Workshops:

Mayor Cheshire announced that the January 16, 2020 workshop would be held at 6:30 p.m. and not 6:00 p.m. due to the Planning and Zoning Board's scheduled meeting at 6:00 p.m. He requested that any questions relating to the workshop be forwarded in advance to Mr. La Venia and indicated that as the city commission will be holding discussions, no public comments will be entertained at that time.

ACTION: 6:43:03 PM No action was taken.

(c) Dates to Remember

Mayor Cheshire recognized the following events:

January 10, 2020, LCLC 2020 Legislative Update, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;

January 10, 2020, Movie on the Lawn, *ET*, outside city hall (weather permitting at 205 West Berckman Street, Fruitland Park, Florida 34731 at dusk;

January 16, 2020, *Understanding Medicare* Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.;

January 16, 2020, City Commission Workshop at 6:30 p.m.;

- January 20, 2020, Dr. Martin Luther King Jr. Day Holiday – City Hall Closed;
- January 23, 2020, *AARP Smart Driver Technology*, Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.;
- January 23, 2020, City Commission Regular at 6:00 p.m.;
- January 25, 2020, *Coffee with the Mayor* Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 8:00 a.m. to which Commissioner Mobilian indicated that he will communicate with Mr. La Venia with regards to his periodical newsletter;
- January 27, 2020, *Florida Licensing on Wheels (FLOW)* Event, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m. where, at Vice Mayor Gunter’s request, Ms. Glendinning described the event;
- February 8-16, 2020 *Love Week* Activities, various locations around city hall and within the city limits which was addressed earlier in the meeting under regular agenda item 3.

After Vice Mayor Gunter referred to the January 6, 2020 *Learn about Acupuncture and its Use to Relief Pain* presentation that was given by Dr. (Mayor) Cheshire, he recognized the patrons’ ample attendance at various activities and events at the library.

ACTION: 6:43:55 PM No action was taken.

10. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 6:47 p.m.

The minutes were approved at the January 23, 2020 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Gunter John LANDIER</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>CITY COMMISSION FRUITLAND PARK</i>
MAILING ADDRESS <i>487 WEST MIDLER LAKE DR.</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY <i>FRUITLAND PARK LAKE</i>	NAME OF POLITICAL SUBDIVISION: <i>CITY OF FRUITLAND PARK</i>
DATE ON WHICH VOTE OCCURRED <i>1-9-2028</i>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, John L. Gunter, hereby disclose that on Jan 9, 20 20:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1-9-2020
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Community Redevelopment Agency
City of Fruitland Park

Annual Report FY 2018-2019

The Florida Community Redevelopment Act of 1969 (Florida Statutes: Title XI, Chapter 163, Part III) provides a vehicle for local communities to form a Community Redevelopment Agency (CRA) and create a Redevelopment Trust Fund through Tax Increment Financing (TIF) for financing improvements within a target area.

The City of Fruitland Park established its CRA in March 1995. The Community Redevelopment Plan was updated and approved in September 2016.

The CRA Base Year Tax Value for OOF1 dated 3/16/1995 is \$17,896,110 and for 00F2 dated 6/28/2005 is \$67,646,734. FY2019 Current Year Tax Value for 00F1 is \$56,226,726 and for 00F2 is \$78,682,996. The increase in tax value from the base value of 00F1 is \$38,330,616 and for 00F2 is \$11,036,262 for a total increase of \$49,366,878.

Pursuant to Chapter 163.356(3)(c) of the Florida Statutes, a progress report of the year's redevelopment activities, including a complete financial statement of assets, liabilities, income and expenses, is due March 31 of each year. This annual report briefly summarizes the redevelopment activities conducted by the CRA in FY 18-19 and includes the year's financial statements.

In FY18-19, eight streets were repaved (Ridge Drive, Judith Ave, Le Conte St, Plumosa Ave, Fountain St, Dennis Ave, Smith St, Nuzum St, and the entrance to soccer field at Dixie & Shiloh were paved. Rose Plantation was the recipient of a grant match for a new awning. Improvements to the Municipal Complex were completed. These improvements included the windmill and all outside landscaping including plants, sod and irrigation. There was Booth Ern Straughan & Hiott (BESH) engineering support for moving utilities in the expansion of 466a and supplies purchased.

Prepared for
City of Fruitland Park Board of Commissioners
November 2019

**CITY OF FRUITLAND PARK
CRA FINANCIAL STATEMENT FOR FY2018**

CRA ACTIVITY REPORT FY2019

FY2018 Fund Balance \$ 24,928.60

Income - Revenue FY2019

City of Fruitland Park	\$ 134,239.00
Lake County Commission	\$ 167,637.00
Lake County Water Authority	\$ 16,808.20
Lake County Ambulance District	\$ 15,163.00
Interest	\$ 4,412.35
Rent & Late Fees	
TOTAL REVENUES	\$ 338,259.55

Operating Expenses FY2019

Misc. Expense	
Misc. Expense	\$ (620.00)
Memberships	
Special District Fees	\$ (175.00)
GrantProgram	\$ (1,767.96)
Improvements	
466a (BESH, Core & Main LP)	\$ (13,596.98)
Municipal Complex	\$ (42,143.71)
Basketball rims, poles, backboards, posts, goals, and nets	
Light poles Vets Park	
Gate at entrance of Vets Park	
	\$ (55,740.69)

Streets

Repared 8 streets, entrance to soccer field	
<i>Paved (Ridge Drive, Judith Ave, Le Conte St, Plumosa Ave, Fountain St, Dennis Ave, Smith St, Nuzum St, Entrance to soccer field Dixie & Shiloh)</i>	
	\$ (115,536.00)
Streets	\$ (115,536.00)

Transfer to Other Funds Fund

Tx 10% UT for 466a Relocate	\$ (9,247.30)
Tx 20% CM, 10 CT	\$ (29,547.02)

Transfer to General Fund \$ (38,794.32)

TOTAL EXPENSES \$ (212,633.97)

FY2019 Fund Balance \$ 150,554.18

GOVERNMENTAL BALANCE SHEET	
Assets	
SBOA Investments	\$ 166,843.76
CD Citizens Bank	\$ 100,000.00
	\$ 266,843.76
Liabilities	
Accts Payable	\$ (115,536.00)
Rent Deposit- R Holiday	\$ (753.58)
	\$ 150,554.18

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

ITEM TITLE:	Solicitation Policy Discussion
For the Meeting of:	January 23, 2020
Submitted by:	City Manager/Library Director/Parks and Recreation Director
Date Submitted:	January 14, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	None
Item Description:	Solicitation policy discussion for city-owned properties.
Action to be Taken:	City commission's discretion subject to staff's recommendation.
Staff's Recommendation:	To be provided at the meeting.
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

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

ITEM TITLE:	Smoking Policy Discussion
For the Meeting of:	January 23, 2020
Submitted by:	City Manager/Library Director/Parks and Recreation Director
Date Submitted:	January 14, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	None
Item Description:	Smoking policy discussion for city-owned properties.
Action to be Taken:	City commission's discretion subject to staff's recommendation.
Staff's Recommendation:	To be provided at the meeting.
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

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

ITEM TITLE: Alcohol Beverage Policy Discussion

For the Meeting of: January 23, 2020

Submitted by: City Manager/Library Director/Parks and Recreation Director

Date Submitted: January 14, 2020

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: None

Item Description: Alcohol policy discussion for city-owned properties.

Action to be Taken: City commission's discretion subject to staff's recommendation.

Staff's Recommendation: To be provided at the meeting.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

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

ITEM TITLE: Resolution 2020-003 Library (Gardenia)
Café Agreement

For the Meeting of: January 23, 2020
Submitted by: City Attorney/City Manager/Library Director
Date Submitted: January 20, 2020
Funds Required: No
Attachments: Proposed resolution and agreement

Item Description: Resolution 2020-003 agreement with Fountain Lake Properties LLC aka “The Rose Plantation” operating a café within the library.

Action to be Taken: Adopt Resolution 2020-003

Staff’s Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE LEASE AGREEMENT BETWEEN JOHN M. GIBSON, FOUNTAIN LAKE PROPERTIES, LLC AND THE CITY OF FRUITLAND PARK FOR OPERATING A CAFÉ WITHIN THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the “CITY”) desires to enter into an agreement with John M. Gibson and Fountain Lake Properties, LLC to lease the café portion of the library under certain conditions thereby providing a service to City residents and staff and library patrons; and

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

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Lease Agreement between the City and John M. Gibson and Fountain Lake Properties, LLC.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Lease Agreement between John M. Gibson and Fountain Lake Properties, LLC, and the City of Fruitland Park (the “Agreement”), a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this 23rd day of January 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

LEASE AGREEMENT

Between

City of Fruitland Park

And

John M. Gibson and Fountain Lake Properties, LLC

THIS LEASE AGREEMENT (the "Agreement") is entered into by and between the **City of Fruitland Park**, a Florida municipal corporation, ("City"), 506 W. Berckman Street, Fruitland Park, FL 34731, and **John M. Gibson and Fountain Lake Properties, LLC** (collectively "Tenant"), having an address of 3257 Triton Ct., The Villages, FL 32163.

RECITALS

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

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

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

1. Term and Rent

- 1.1 **Term of Lease.** The premises are leased for a term to commence January 24, 2020 and end on January 31, 2021, or on such earlier date as the Agreement may terminate as hereinafter provided (the "Lease Term"). Tenant shall give written notice to City of its desire to extend the term of the Agreement, in one year increments, no later than 120 days prior to the end of the term. The term of this Agreement may be extended with consent of the City Commission on terms mutually agreeable to the parties in the form of a written amendment.
- 1.2 **Rent Commencement Date.** Payment of rent shall be as follows:
- 1.3 **Rent.**
 - 1.3.1 No later than the 5th of the month following the preceding month, Tenant shall provide the Library Director the monthly sales report and pay, as additional rent, ten (10%) percent of net sales or \$200.00, whichever is greater, to the Friends of the Fruitland Park Library monthly. The monthly sales report shall include the gross receipts. The first payment shall be due on or before March 5, 2020 and the last payment shall be due on or before the 5th day of February, 2021. If sales tax is applicable, Tenant shall remit to City.
 - 1.3.2 The City shall have the right to review Tenant's records to audit and verify any amounts claimed by the City to be due under this

paragraph 1.3.1. The City shall have the right of audit, and Tenant shall have the obligations, insofar as they pertain to amounts claimed to be due hereunder.

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

2. Permitted Use and Responsibilities

- 2.1 Tenant shall occupy and use the Café as a cafe and for the purpose of providing food and non-alcoholic beverages Monday through Friday. Opening and closing times will be determined by the City in consultation with Tenant. The café space utilized contains approximately 515 square feet. This cafe operation is intended for the City of Fruitland Park Library, located at 604 W. Berckman Street, Fruitland Park, Florida. The space is designed to attract customers who want a place to relax and enjoy coffee, tea, soft drinks or a snack. The name of the café will be the Gardenia Café.
- 2.2 Tenant will be permitted to use the portion of the City of Fruitland Park Library (the "Library") **described/depicted in Appendix A.** Only Tenant, employees,

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

3. Marketing and Promotion.

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

4. Maintenance.

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

5. Changes.

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

6. Janitorial Duties.

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

7. Health and Safety Inspection Reports.

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

8. Emergency Closings.

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

9. Monthly Sales Reports Record Retention and Audit:

Audit: All records, reports and documents relating to this Contract shall be maintained by Tenant for a period of ten (10) years following Final Payment (the "Audit Period"). Such

records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

10. Independent Contractor.

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

11. Common Areas

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

12. Building Security.

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

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

passes shall be worn at chest level on the outermost garment of the employee and must be displayed at all times when within the Library and after normal business hours.

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

13. Liability.

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

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

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

a) Commercial General Liability Coverage:

Limits of Insurance:

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

b) Automobile Insurance Policy: Limits of \$300,000.00 for any vehicle owned by Tenant for operation relating to the Cafe.

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

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

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

16. Indemnification. Tenant shall indemnify City against all liabilities, expenses and losses incurred by the City arising out of or related to the café' or Tenant's use or occupancy thereof, to include but not being limited to (a) failure by Tenant, or its agents, to perform any provision, term, covenant or agreement required to be performed by the Tenant under this Agreement; (b) any occurrence, injury or personal or property damage which shall happen in or about the café

and library resulting from the condition, maintenance, construction on or of the operation of the café; (c) failure to comply with any requirements of any governmental authority or insurance company insuring the café or its contents; (d) any security agreement, conditional bill of sale or chattel mortgage or mechanic's lien connected with Tenant. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals.

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

18. City's Remedies Upon Default.

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

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

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

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

(iv) TENANT makes an assignment of TENANT'S property for the benefit of creditors.

(v) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT'S

property and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to TENANT.

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

(vii) TENANT abandons the café.

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

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

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

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

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

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

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

20. Notice.

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

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

21. Dispute Resolution.

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

22. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

24. Public Records.

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the City shall be the property of the City and will be turned over to the City upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, FL 34731.

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

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

Signature Page to follow

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

City of Fruitland Park

WITNESSES:

Mayor Chris Cheshire

Signature of Witness #1

Date: _____

Print Name of Witness #1

Attest to:

Signature of Witness #2

Esther Coulson, City Clerk

Print Name of Witness #2

TENANT

WITNESSES AS TO ALL BELOW:

John M. Gibson

Signature of Witness #1

Date _____

Print Name of Witness #1

Signature of Witness #2

Print Name of Witness #2

TENANT
FOUNTAIN LAKE PROPERTIES, LLC,
By: JG & JG Enterprises, Inc. as Manager

WITNESSES AS TO ALL BELOW:

By: _____
John M. Gibson as President

Signature of Witness #1

Date _____

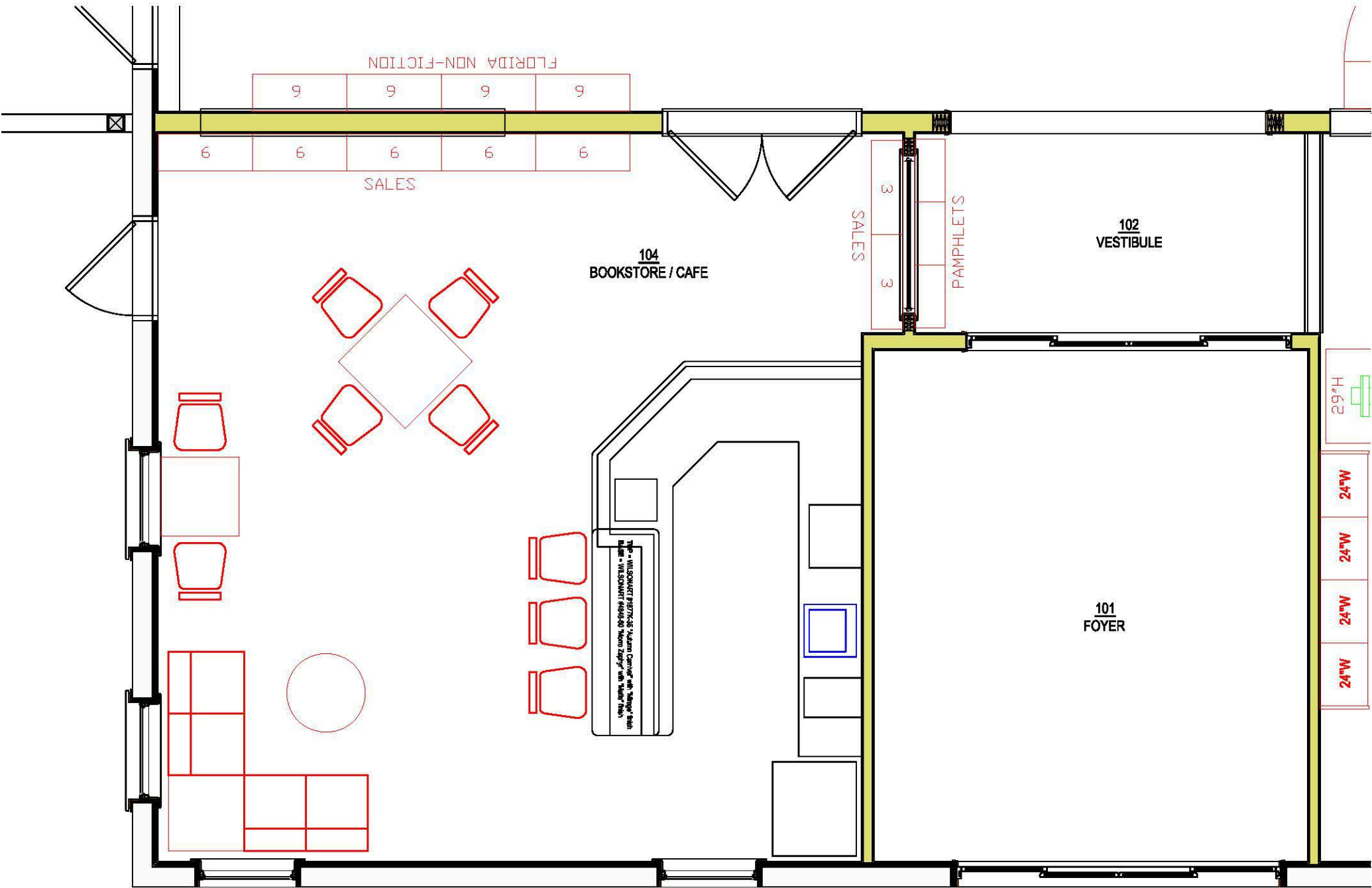
Print Name of Witness #1

Signature of Witness #2

Print Name of Witness #2

EXHIBIT A

Monday, May 25, 2020 – Memorial Day
Friday, July 3, 2020 Independence Day Observed
Monday, September 7, 2020 – Labor Day
Wednesday, November 11, 2020-Veterans Day
Thursday & Friday, November 26 & 27, 2020 Thanksgiving Day & day after
Thursday, December 24, 2020 – Christmas Eve
Friday, December 25, 2020 - Christmas Day
Friday, January 1, 2021 – New Year’s Day
Monday, January 18, 2021 – Martin Luther King



FLORIDA NON-FICTION

6 6 6 6 6

6 6 6 6 6

SALES

104
BOOKSTORE / CAFE

SALES

3 3

PAMPHLETS

102
VESTIBULE

101
FOYER

6'2" H

24" W

24" W

24" W

24" W

Type - WILSONART FIBRE-GLASS
Material - Nylon Composite with Marine Resin
Color - WILSONART Fibre-Glass Marine Zephyr with Shale finish

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

ITEM TITLE: Resolution 2020-006 and Budget Amendment BT2020-007 Waste Management Donation to Community Center

For the Meeting of: January 23, 2020
Submitted by: City Treasurer
Date Submitted: January 15, 2020
Funds Required: Yes – Donation for Community Center
Attachments: Budget Amendment

Item Description: Budget Amendment BY2020-007 adds \$10,000 from Transfer in Donations revenue (01001-38003) and to Community Center Improvements expense (01574-60630). This donation was received in FY2018 and is being spent in FY2020. This budget amendment will increase the Community Center Improvements budget by \$10,000.

Action to be Taken: Adopt Resolution 2020-006

Staff's Recommendation: Approval with Budget Amendment BT2020-007 Waste Management Donation to the community center.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-006

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019-2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE TRANSFER IN FROM DONATIONS REVENUE BUDGET AND THE IMPROVEMENTS COMMUNITY CENTER EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, funds are required for the community center renovations; and;

WHEREAS, the Waste Management Inc.'s donations for the community center was in FY 2018-19; and;

WHEREAS, the donations should be remitted to the community center budget; and:

WHEREAS, the City Commission desires to amend the 2019-2020 Fiscal Year budget to increase the community center renovation expense budget by \$10,000.

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

Section 1. The 2019-2020 budget adopted on September 19, 2019 is amended as set forth in Exhibit "A" attached hereto.

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

PASSED AND RESOLVED this 23rd day of January 2020, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson
City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2020-007

To: CITY MANAGER

Date: 14-Jan-2019

Prepared by: FINANCE DIRECTOR
Department Head

Approved: City Manager

REVENUES:

Object name & # 01001-38003 Transfer in Donations Amount: 10,000 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

EXPENDITURES:

Object name & # 01574-60630-Improvements Community Center Amount: 10,000 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Explanation: MOVE DONATIONS FROM WASTE MANAGEMENT 8/8/2018 INTO COMMUNITY CENTER BUDGET

Approved by Commission: 1/9/2020
Date

City Clerk

City Finance Director

Mayor

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

ITEM TITLE: Resolution 2020-007 and Budget Amendment BT2020-008

For the Meeting of: January 23, 2020

Submitted by: City Treasurer

Date Submitted: January 15, 2020

Funds Required: Yes – \$50,000 Community Center

Attachments: Proposed Resolution 2020-007 and budget amendment

Item Description: Budget Amendment BY2020-008 – transfers \$50,000 from the Community Redevelopment Agency (CRA) municipal complex (20511-60624) to CRA Community Center (20511-60636) expense. This budget amendment will decrease the municipal complex budget and will increase the community center budget by \$50,000.

Action to be Taken: Adopt Resolution 2020-007

Staff's Recommendation: Approve Resolution 2020-007 and BT2020-008 Municipal Complex to Community Center

Additional Comments: Yes

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-007

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM IMPROVEMENTS MUNICIPAL COMPLEX BUDGET TO IMPROVEMENTS COMMUNITY CENTER EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the community center needs improvement renovations to be fully functional to the community to fulfill the community needs; and;

WHEREAS, the City Commission desires to amend the CRA 2019-2020 Fiscal Year budget to transfer \$50,000 from Redevelopment Municipal Complex to Community Center Improvements.

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

Section 1. The 2019/2020 budget adopted on September 19, 2019 is amended as set forth in Exhibit "A" attached hereto.

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

PASSED AND RESOLVED this 23rd day of January 2020, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson
City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2020-008

To: CITY MANAGER

Date: 14-Jan-2019

Prepared by: FINANCE DIRECTOR
Department Head

Approved: _____
City Manager

REVENUES:

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

EXPENDITURES:

Object name & # 20511-60624 Municipal Complex Amount: 50,000 Inc/Dec

Object name & # 20511-60636 Community Center Amount: 50,000 Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Explanation: Move money from Municipal Complex into Community Center budget.

This leaves \$100,000 in Municipal Complex.

Approved by Commission: 1/23/2020
Date

City Clerk

City Finance Director

Mayor

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

ITEM TITLE: Resolution 2020-008 and Budget Amendment BT2020-009 Sale of Surplus Utilities

For the Meeting of: January 23, 2020

Submitted by: City Treasurer

Date Submitted: January 15, 2020

Funds Required: Yes \$1,551 Sale of Surplus

Attachments: Proposed Resolution 2020-008, budget amendment and supporting documents

Item Description: **Budget Amendment BY2020-009** - adds \$1,551 from sales of surplus revenue (40001-36441) to water supplies expense (40533-30520). The payment and itemized lists showing scrap metal are attached. This budget amendment will increase the water supplies budget by \$1,551.

Action to be Taken: **Adopt Resolution 2020-008.**

Staff's Recommendation: Approve Resolution 2020-008 and BT2020--009 Sale of Surplus.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE WATER SALE SURPLUS REVENUE BUDGET AND THE WATER SUPPLIES EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, property declared to be surplus was sold by the City and resulted in the receipt of \$1,551 which has created excess revenues of those estimated in the budget from sale of surplus; and;

WHEREAS, it is desired for supplemental appropriations to be approved in that the funds be utilized in water supplies thereby increasing the water department budget; and;

WHEREAS, the City Commission desires to amend the 2019-2020 Fiscal Year budget to transfer \$1,551 to increase the Water budget.

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

Section 1. The 2019/2020 budget adopted on September 19, 2019 is amended as set forth in Exhibit "A" attached hereto.

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

PASSED AND RESOLVED this 23rd day of January 2020, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson
City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2020-009

To: CITY MANAGER

Date: 14-Jan-2019

Prepared by: FINANCE DIRECTOR
Department Head

Approved: City Manager

REVENUES:

Object name & # 40001-36441 Water Sale of Surplus Amount: 1,551 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

EXPENDITURES:

Object name & # 40533-30520-Water Supplies Amount: 1,551 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Explanation: Increase Water Supplies by the amount received for Sale of Surplus.

Approved by Commission: 1/23/2020
Date

City Clerk

City Finance Director

Mayor

22464

INTER-COUNTY RECYCLING, INC.

LEESBURG DIVISION
PO BOX 125
LECANTO, FL 34460-0125
(352) 746-5272 (352) 326-2267

**DRUMMOND
COMMUNITY BANK**

CEDAR KEY, FLORIDA 32625
63-1387/631



12/31/2019

PAY TO THE
ORDER OF CITY OF FRUITLAND PARK

\$ 1,079.94

One Thousand, Seventy-Nine & 94/100

DOLLARS

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

VOID AFTER 180 DAYS

Andrew Smith
AUTHORIZED SIGNATURE



MEMO

⑈022464⑈ ⑆063113879⑆ 001038397⑈

INTER-COUNTY RECYCLING, INC. LEESBURG DIVISION

22464

Ticket	Date	Amount Paid
296240	12/31/2019	1079.94

(47) 40001-36441 UT Sale Surplus

Total \$ 1,079.94

	1,079.94 +
	470.90 +
002	1,550.84 *

Water Supply

PAYMENT RECEIPT
Inter-County Recycling
 2308 Montclair Rd.
 Leesburg, FL 34748
 352-326-2267

Customer: **31666**
 CITY OF FRUITLAND PARK
 TERRY RIBBLE

Receipt #: **0295625**
 Run Date: **12/31/2019**
 Run Time: **11:25**
 Page Num: **1**

Ticket: **296240**

Date In: **12/31/2019**
 Time In: **08:05**

Date Out: **12/31/2019**
 Time Out: **08:06**

All weights are in pounds, unless otherwise indicated. 'M' indicates manual weight.

COMMODITY	GROSS	TARE	DED WT	NET	PRICE	DED \$	TOTAL \$
FE Tin	17760	13400	0	4360	4.250 CW	0.00	185.30
FE Tin	16760	13380	0	3380	4.250 CW	0.00	143.65
FE Tin	14820	13380 M	0	1440	4.250 CW	0.00	61.20
FE Tin	15800 M	13340 M	0	2460	4.250 CW	0.00	104.55
Copper Elec Motors	178 M	0	0	178	0.110 LB	0.00	19.58
Brass Mixed / FE	2 M	0	0	2	0.400 LB	0.00	0.80
Brass Yellow	463 M	0	0	463	1.220 LB	0.00	564.86

Ticket Total: **\$1079.94**

Paid by CHECK

Check # 22464

Total Payment Amount: **\$1079.94**



22460

INTER-COUNTY RECYCLING, INC.

LEESBURG DIVISION
PO BOX 125
LECANTO, FL 34460-0125
(352) 746-5272 (352) 326-2267

**DRUMMOND
COMMUNITY BANK**

CEDAR KEY, FLORIDA 32625
63-1387/631



12/30/2019

PAY TO THE
ORDER OF CITY OF FRUITLAND PARK

\$ 470.90

Four Hundred, Seventy & 90/100

DOLLARS

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

VOID AFTER 180 DAYS

AUTHORIZED SIGNATURE

MEMO

⑈022460⑈ ⑆063113879⑆ 001038397⑈

INTER-COUNTY RECYCLING, INC. LEESBURG DIVISION

22460

Ticket	Date	Amount Paid
296172	12/30/2019	470.90

Total \$ 470.90

PAYMENT RECEIPT

Inter-County Recycling

2308 Montclair Rd.

Leesburg, FL 34748

352-326-2267

Customer: **31666**

CITY OF FRUITLAND PARK

TERRY RIBBLE

Receipt #: **0295597**

Run Date: **12/30/2019**

Run Time: **15:35**

Page Num: **1**

Ticket: **296172**

Date In: **12/30/2019**

Time In: **09:08**

Date Out: **12/30/2019**

Time Out: **09:10**

All weights are in pounds, unless otherwise indicated. 'M' indicates manual weight.

COMMODITY	GROSS	TARE	DED WT	NET	PRICE	DED \$	TOTAL \$
FE Tin	17460	13400	0	4060	4.250 CW	0.00	172.55
FE Tin	16020	13380	0	2640	4.250 CW	0.00	112.20
FE Tin	15580	13080	0	2500	4.250 CW	0.00	106.25
FE Tin	15280	13400	0	1880	4.250 CW	0.00	79.90

Ticket Total: **\$470.90**

Paid by CHECK

Check # 22460

Total Payment Amount: **\$470.90**



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

ITEM TITLE: First Reading and Public Hearing - Ordinance 2020-001 Lily Mae Properties Developers Agreement Amendment

For the Meeting of: January 23, 2020

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

Date Submitted: January 15, 2020

Funds Required: No.

Attachments: Yes. Proposed Ordinance 2020-001 to include First Amendment to Developer's Agreement, Ordinance 2004-021 and Proof of Advertisement.

Item Description: Ordinance 2020-001 authorizing an amendment to the existing development agreement for a parcel of land located at 1217 Miller Boulevard. A section of the subject property has been acquired by Lake County as a result of the widening of CR 466A therefore the property owner requests a one (1) foot reduction in the landscape buffer.

Action to be Taken: Approve Ordinance 2020-001

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2020-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN THE DEVELOPER'S AGREEMENT BETWEEN CITY OF FRUITLAND PARK, AND GREGORY A. SUMMERS, SANDY T. SUMMERS AND VERNON L. SUMMERS, JR., RELATING TO THE LIMITATION OF C-1 USES IN THE C-1 ZONING DISTRICT AND ADDITIONAL BUFFERING; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING DIRECTIONS; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 28, 2004 the City Commission adopted Ordinance 2004-021 rezoning real property located within the city limits of the city of Fruitland Park and generally located south of 466-A and east and west of Valley Road from PUD to C-1, and also approved a developer's agreement; and

WHEREAS, C.R. 466-A is being improved and the planned improvements have impacted a portion of the property which is the subject of Ordinance 2004-021; and

WHEREAS, the property owner has requested an amendment to the developer agreement affixed to ordinance 2004-021 to address impacts to the property as a result of C.R. 466-A improvements; 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. Approval. The First Amendment to Developer's Agreement between City of Fruitland Park, Florida and Lily Mae Property Group, LLC **a copy of which is attached hereto**, is approved.

Section 3. Authority. The Commission authorizes the Mayor to execute the First Amendment to Developer's Agreement.

Section 4. Directions. The City Manager or designee is directed to record the First Amendment to Developer's Agreement between City of Fruitland Park, Florida and Lily Mae Property Group, LLC in the public records of Lake County, Florida.

Section 5. Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6. 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 7. Conflicts. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. Effective Date. This ordinance shall become effective upon final adoption.

PASSED and ORDAINED this _____ day of _____, 2020, 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

This instrument prepared by
and Return to:

Kurt H. Garber, Esquire
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789

**FIRST AMENDMENT TO DEVELOPER'S AGREEMENT
BETWEEN
CITY OF FRUITLAND PARK,
AND
LILY MAE PROPERTY GROUP, LLC**

This is a **First Amendment to Developer's Agreement** ("First Amendment") by and between the City of Fruitland Park, a Florida municipal corporation (the "City")

and

Lily Mae Property Group, a Florida limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer, is the owner of that certain real property located within the city limits of the City as more particularly described on the attached Exhibit "A"; and

WHEREAS, Developer is the successor in interest to Gregory A. Summers, Sandy T. Summers and Vernon L. Summers, Jr., who are parties to the Developer's Agreement with the City dated _____ and recorded in Official Records Book ____, Page ____, of the Public Records of Lake County, Florida (the "Agreement"); and

WHEREAS, Lake County, Florida (the "County"), is in the process of widening CR 466A (Miller Street) within the city limits of the City (the "Project"); and

WHEREAS, as a result of the Project, a portion of Developer's property is being acquired

by the County through condemnation; and

WHEREAS, in connection with the County's acquisition of a portion of Developer's property, the fifteen foot (15') landscape buffer requirement along the Developer's northern property boundary will be reduced by approximately one foot (1') to an average depth of fourteen feet (14'); and

WHEREAS, the City and Developer desire to enter into this First Amendment amending Paragraph 2.C.2 of the Agreement regarding the fifteen feet (15') landscape buffer requirement, and allow the approximate one foot (1') reduction to an average depth of fourteen feet (14'); and

WHEREAS, this Amendment is necessary because of the County's acquisition and not the result of a hardship created by Developer; and

WHEREAS, the City and Developer wish to keep all other provisions and requirements of the Agreement in place except as expressly set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties acknowledge and agree as follows:

1. Recitals Incorporated. The above recitals are true and correct as material provisions to this First Amendment and are incorporated herein.

2. Landscape Buffer. Paragraph 2.c.2 of the Agreement is hereby deleted and replaced as follows:

On the northerly boundary of Developer's property, there shall be an average fourteen feet (14') landscape buffer, including four (4) canopy trees, two (2) understory trees, and fifteen (15) shrubs, all to be planted and maintained.

3. Notices. When either party desires to give notice unto the other, it must be given

by written notice, sent by U.S. First Class Mail or by overnight delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph as follows:

City:

City of Fruitland Park
Attention: City Manager
506 Berckman Street
Fruitland Park, Florida 34734

Developer:

Lily Mae Property Group, LLC
Attention: George W. Smith III
5646 East Harbor Drive
Fruitland Park, FL 34731

4. Ratification. Except as expressly modified by this First Amendment, the Agreement remains in full force and effect, and no other modifications shall be allowed without the written approval of the City and Developer. In the event of any conflict or ambiguity between the Agreement and this First Amendment, this First Amendment shall control.

5. Recordation. This First Amendment shall be recorded in the Public Records of Lake County, Florida, at Developer's cost, within fifteen (15) days of approval by the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature.

CITY:

Chris Cheshire, Mayor

Date: _____

ATTEST:

Esther B. Coulson, City Clerk

DEVELOPER:

Lily Mae Property Group, LLC, a
Florida limited liability company

By: _____

Its: _____

Date: _____

STATE OF FLORIDA;
COUNTY OF LAKE:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of LILY MAE PROPERTY GROUP, LLC, a Florida limited liability company, on behalf of the company.

Notary Public, State of Florida

Print Name

My Commission expires:

EXHIBIT “A”

U:\KHG\CLIENTS\LILY MAE PROPERTY GROUP\LAKE COUNTY, ADV L363-24384\FRUITLAND PARK APPROVAL DOCS\FIRST AMENDMENT TO DEVELOPER AGREEMENT 11-12-19.DOCX

PROPERTY DESCRIPTION:

Lots 14 and 15, Block C, VALLEY OF THE SPRINGS, according to the plat thereof, as recorded in Plat Book 25, page 5, Public Records of Lake County, Florida.

LESS AND EXCEPT:

A PARCEL OF LAND LYING WITHIN LOTS 14 AND 15, BLOCK C, VALLEY OF THE SPRINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING WITHIN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N00°34'30"E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, 1279.76 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466A, ACCORDING TO ROAD MAP BOOK 2, PAGE 118, OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE N89°04'41"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 918.63 FEET, TO THE NORTHEAST CORNER OF SAID LOT 15, BLOCK C, VALLEY OF THE SPRINGS AND THE POINT OF BEGINNING; THENCE S00°55'19"W, ALONG THE EAST LINE OF SAID LOT 15, BLOCK C, 41.07 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE BEING A POINT OF CUSP, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE, 62.92 FEET, THROUGH A CENTRAL ANGLE OF 90°07'10" AND A CHORD BEARING AND DISTANCE OF N44°08'16"W, 56.63 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE N89°11'51"W, 300.64 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 29.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, 45.79 FEET, THROUGH A CENTRAL ANGLE OF 90°28'06" AND A CHORD BEARING AND DISTANCE OF S45°34'06"W, 41.18 FEET, TO THE WEST LINE OF THE AFOREMENTIONED LOT 14, BLOCK C, VALLEY OF THE SPRINGS; THENCE N00°20'03"E, ALONG SAID WEST LINE, 30.99 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE S89°04'41"E, ALONG THE NORTH LINE OF SAID LOTS 14 AND 15, BLOCK C, VALLEY OF THE SPRINGS, 369.98 FEET, TO THE POINT OF BEGINNING.

TAX MAP



ORDINANCE 2004-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 2.0± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF 466-A (MILLER BOULEVARD) AND EAST AND WEST OF VALLEY ROAD (OWNED BY GREGORY A. SUMMERS, SANDY T. SUMMERS AND VERNON L. SUMMERS, JR.) FROM "PUD" (PLANNED UNIT DEVELOPMENT) TO "C-1" (NEIGHBORHOOD COMMERCIAL) WITHIN THE CITY LIMITS OF FRUITLAND PARK; CONDITIONING SUCH REZONING AND LIMITING THE USES OF SUCH PROPERTY PURSUANT TO THE TERMS OF A DEVELOPER'S AGREEMENT; PROVIDING FOR CONTINGENCIES AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gregory A. Summers, Sandy T. Summers, and Vernon L. Summers, Jr., as owners of the subject property, have petitioned that their property located within the city limits of the City of Fruitland Park and generally located south of 466-A (Miller Boulevard) and east and west of Valley Road currently zoned "PUD" be rezoned to "C-1"; and

WHEREAS, the owners proposed to enter into a Developer's Agreement with the City of Fruitland Park as a condition of such rezoning which, among other things, limits the uses of the property and provides buffering requirements; and

WHEREAS, the Planning and Zoning Commission has reviewed the application and determined the proposed rezoning as limited by the Developer's Agreement is consistent with the City of Fruitland Parks' Comprehensive Plan.

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

Section 1. The following described property consisting of 2.0± acres generally located south of 466-A (Miller Boulevard); and east and west of Valley Road and more particularly described as follows:

See Exhibit "A"

shall be rezoned from "PUD" (Planned Unit Development) to "C-1" (Neighborhood Commercial) conditioned upon the adoption by the City of a Small Scale Comprehensive Plan Amendment and confirmation of such Amendment by the Florida Department of Community Affairs. The parcels shall thereafter be subject to all requirements and restrictions of the "C-1" zoning classification but shall further be limited by and subject to the

conditions set forth in the Development Agreement between the City of Fruitland Park and the owners attached hereto and incorporated by reference herein.

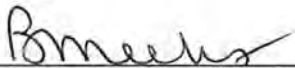
Section 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 3. This Ordinance shall become effective immediately upon passage.

PASSED AND ORDAINED this 28th day of October, 2004, by the City Commission of the City of Fruitland Park, Florida.


WILLIAM R. WHITE, MAYOR

ATTEST:

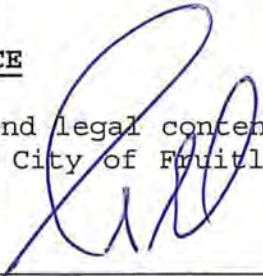

BEA MEEKS, CMC, CITY CLERK

Passed First Reading 10-14-04

Passed Second Reading 10-28-04

CITY ATTORNEY'S OFFICE

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



Scott A. Gerken, City Attorney

Date

10/28/04

EXHIBIT "A"

Alt. Key # 3559657

FRUITLAND PARK, VALLEY OF THE SPRINGS SUB TRACTS A & B--LESS THAT PART OF TRACT A DESCRIBED AS FOLLOWS: BEG AT NE COR OF LOT 6, BLK D, RUN E 42.42 FT, S 391.18 FT, W 200 FT TO SE COR OF LOT 4, BLK D, N 40DEG 10MIN 00SEC E 94.33 FT, N 22DEG 28MIN 07SEC E 183.02 FT, N 10DEG 05MIN 00SEC E 152.17 FT TO POB & LESS FROM NE COR OF SEC 8-19-24 RUN N 89DEG 40MIN 06SEC W 628.75 FT FOR POB, RUN S 55DEG 10MIN 00SEC W 151.93 FT, N 89DEG 52MIN 10SEC W 14.34 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE NE'LY HAVING A RADIUS OF 25 FT, THENCE NW'LY ALONG THE ARC OF SAID CURVE HAVING AN ARC DIST OF 39.55 FT, SAID ARC HAVING A CENTRAL ANGLE OF 90DEG 38MIN 24SEC, A CHORD BEARING OF N 44DEG 32MIN 58SEC W & A CHORD DIST OF 35.55 FT TO THE POINT OF TANGENCY, THENCE N 55DEG 07MIN 22SEC E 125.39 FT, S 79DEG 58MIN 11SEC E 61.96 FT TO POB & LESS FROM SE COR OF SEC 5-19-24 RUN N 89DEG 40SEC 06SEC W 424.31 FT FOR POB, CONT N 89DEG 40MIN 06SEC W 204.45 FT, N 79DEG 58MIN 11SEC W 61.96 FT, S 55DEG 07MIN 22SEC W 125.39 FT TO A POINT LYING ON E'LY R/W LINE OF VALLEY RD, RUN N 00DEG 46MIN 14SEC E 14.30 FT ALONG SAID E'LY R/W LINE TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE SW, HAVING A RADIUS OF 175 FT, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE AN ARC DIST OF 156.28 FT, SAID ARC HAVING A CENTRAL ANGLE OF 51DEG 10MIN 02SEC, A CHORD DIST OF 151.14 FT, A CHORD BEARING OF N 24DEG 46MIN 08SEC W TO S'LY COR OF LOT 1 BLK D, N 08DEG 40MIN 00SEC E 276.37 FT, N 40DEG 10MIN 00SEC E 175.67 FT TO NE'LY COR OF LOT 3 BLK D, N 90DEG 00MIN 00SEC E 360 FT, S 00DEG 00MIN 00SEC E 499.14 FT TO POB-- PB 25 PG

5

ORB 2023 PGS 321 & 325, ORB 2307 PG 1163

Alt. Key # 3559614

FRUITLAND PARK, VALLEY OF THE SPRINGS LOT 9, BLK D PB 25 PG

5

ORB 2023 PG 0321, ORB 2023 PG 0325

Alt. Key # 3559517

FRUITLAND PARK, VALLEY OF THE SPRINGS SUB LOT 14, BLK C PB 25 PG 5

ORB 2023 PG 0321, ORB 2023 PG 0325

Alt. Key # 3559525

FRUITLAND PARK, VALLEY OF THE SPRINGS SUB LOT 15, BLK C PB 25 PG 5

ORB 2023 PG 0321, ORB 2023 PG 0325

Prepared by & Return to:
Steven J. Richey, Esquire
Steven J. Richey, P.A.
Post Office Box 492460
Leesburg, FL 34749-2460

**DEVELOPER'S AGREEMENT
BETWEEN
CITY OF FRUITLAND PARK,
AND
GREGORY A. SUMMERS, SANDY T. SUMMERS AND
VERNON L. SUMMERS, JR.
RELATING TO THE
LIMITATION OF C-1 USES IN THE C-1 ZONING DISTRICT
AND ADDITIONAL BUFFERING**

This is an Agreement by and between the City of Fruitland Park, a political subdivision of the State of Florida, hereinafter referred to as "City", through its City Council;

and

Gregory A. Summers, Sandy T. Summers and Vernon L. Summers, Jr., hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, DEVELOPER, is the owner of a certain parcel of land situated within the City limits of the City of Fruitland Park, more fully described in the attached Exhibit "A";

WHEREAS, the DEVELOPER has filed an application for rezoning the property from PUD to Commercial (C-1) of the subject property;

WHEREAS, the DEVELOPER is desirous of obtaining rezoning approval from the City so the hereinafter DEVELOPER may develop the subject property.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

2. Development Conditions and Improvements. The Developer agrees as follows:

a. The Developer agrees to abide by and comply in all respects to the requirements of the City's land development rules, codes and ordinances, including, without limitation, those pertaining to the subject property and development thereof.

b. The Developer agrees to limit the C-1 uses to those listed herein:

1. Offices for professional services
2. Personal Services
3. Financial Services
4. Office Supply
5. Retail sales, accessory to Retail Services, not to exceed 7,500 square feet
6. Business Services
7. Office Complex

8. Medical Office/ Clinic

All other uses are strictly prohibited.

- c. The Developer agrees to additional buffering on the subject property as follows:

1. On the Easterly, Southerly and Westerly boundaries, ten feet (10') of landscape buffering, to include two (2) canopy trees and eight (8) shrubs shall be planted and maintained.
2. On the Northerly boundary, fifteen feet (15') of landscape buffering, to include four (4) canopy trees, two (2) understory trees and fifteen (15) shrubs, shall be planted and maintained.

3. Recordation. This Agreement shall be recorded in the Public Records of Lake County, Florida.

4. Amendments. It is further agreed no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document with the same formality and of equal dignity herewith.

5. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree there are no commitments, agreements, or understandings concerning the subject matter of this Agreement which are not contained in this document. Accordingly, it is agreed no

deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

6. Notices. When either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice to-wit:

City of Fruitland Park

City Manager

City of Fruitland Park
506 West Berckman Street
Fruitland Park, FL 34731

Developer

Gregory A. Summers, Sandy T. Summers and Vernon L. Summers, Jr.
c/o Steven J. Richey, Esquire
Steven J. Richey, P.A.
Post Office Box 492460
Leesburg, FL 34749-2460

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:

CITY OF FRUITLAND PARK

BEA L. MEEKS, City Clerk

WILLIAM R. WHITE, Mayor

Approved as to form and legality by City Attorney:

This _____ day of August, 2004.

WITNESSES:

DEVELOPER

Print Name: _____

GREGORY A. SUMMERS

This _____ day of August, 2004.

Print Name:

Print Name:

SANDY T. SUMMERS

This ____ day of August, 2004.

Print Name:

Print Name:

VERNON L. SUMMERS, JR.

This ____ day of August, 2004.

Print Name:

developer's agreement SUMMERS

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: 01/07/2020
Ad #: 00924087
Salesperson: 055 Ad Taker: 055

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
NOTICE OF PUBLIC	01/08/2020	01/29/2020	2	103.88	0.00	207.76

Ad Text:

NOTICE OF PUBLIC HEARINGS
ORDINANCE 2020-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN THE DEVELOPER'S AGREEMENT BETWEEN CITY OF FRUITLAND PARK, AND GREGORY A. SUMMERS, SANDY T. SUMMERS AND VERNON L. SUMMERS, JR., RELATING TO THE LIMITATION OF C-1 USES IN THE C-1 ZONING DISTRICT AND ADDITIONAL BUFFERING; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING DIRECTIONS; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS, AND

Payment Reference:

Total: 207.76
Tax: 0.00
Net: 207.76
Prepaid: 0.00

Total Due 207.76

**NOTICE OF PUBLIC HEARINGS
ORDINANCE 2020-001**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN THE DEVELOPER'S AGREEMENT BETWEEN CITY OF FRUITLAND PARK, AND GREGORY A. SUMMERS, SANDY T. SUMMERS AND VERNON L. SUMMERS, JR., RELATING TO THE LIMITATION OF C-1 USES IN THE C-1 ZONING DISTRICT AND ADDITIONAL BUFFERING; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING DIRECTIONS; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

- Fruitland Park Planning & Zoning Board Meeting on January 16, 2020 at 6:00 p.m.
- Fruitland Park City Commission Meeting on January 23, 2020 at 6:00 p.m.
- Fruitland Park City Commission Meeting on February 13, 2020 at 7:30 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. The proposed ordinance and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#924087

January 8, 2020

January 29, 2020

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7a**

ITEM TITLE: City Manager's Report

For the Meeting of: January 23, 2020

Submitted by: City Manager

Date Submitted: January 15, 2020

Funds Required: No

Attachments: None

Item Description:

Action to be Taken: None

Staff's Recommendation: N/A

Additional Comments: Yes

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: January 23, 2020
Submitted by: City Attorney
Date Submitted: January 17, 2020
Funds Required: None
Attachments: None
Item Description: City Attorney Report

Notice of Claim: James Hartson: No developments to report. The civil allegation complained of allegedly would have occurred April 16, 2016.

City of Fruitland Park v. T.D. Burke: Mr. Burke had until January 9, 2020 to file a responsive pleading. Opposing counsel requested a short extension. I agree to an extension. On January 16, 2020, opposing counsel filed Defendant's Answer and Affirmative Defenses to Plaintiff's Verified First Amended Complaint and Demand for Attorneys' Fees and Costs. The discovery process which may include depositions, request for documents and request for admissions will begin.

City of Fruitland Park v. State of Florida – Department of Management Services: On December 26, as previously reported, Mr. Thomas filed the Petition on behalf of the City. Additional information will be provided as available. In the interim if you have any questions, please call my office so we may discuss.

Action to be Taken: N/A

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: 8**

ITEM TITLE:	Public Comments
For the Meeting of:	January 9, 2020
Submitted by:	City Attorney
Date Submitted:	January 15, 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: N/A

City Manager Review: Yes

Mayor Authorization: Yes

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

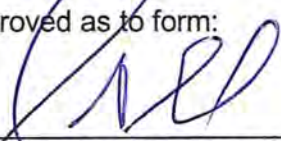
ATTEST:


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