

**FRUITLAND PARK CITY COMMISSION  
REGULAR MEETING AGENDA**

**March 12, 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 Daryl Allen, Community United Methodist Church

Pledge of Allegiance – Police Chief Erik Luce

**2. ROLL CALL**

**3. SPECIAL PRESENTATION - Community Service Awards** (city manager/police chief)  
Officers W. Howard and J Ortiz-González

**4. CONSENT AGENDA**

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

**Approval of Minutes** (city clerk)  
February 27, 2020 regular meeting

**5. REGULAR AGENDA**

**(a) Resolution 2020-011 Superion Solutions (formerly CRW) Maintenance Agreement Renewal** (city attorney/city manager/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING SUPERION SOLUTIONS MAINTENANCE AGREEMENT IN THE AMOUNT OF \$4,931.85 THRU FEBRUARY 28, 2021 FOR TRAKIT AND \$7,500 THRU OCTOBER 29, 2020 FOR CITIZEN ENGAGEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE MAINTENANCE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**(b) Resolution 2020-015 - Second Insurance Claim Proceeds Revenue – Community Center Recreation Improvement** (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 INSURANCE CLAIM PROCEEDS REVENUE BUDGET AND THE RECREATION IMPROVEMENT EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

**(c) Resolution 2020-016 - National Urban League – USJP – Host Training Agency and Maintenance of Effort Agreement** (city attorney/city manager/human resources director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE URBAN SENIORS JOBS PROGRAM HOST TRAINING AGENCY TRAINING AND MAINTENANCE OF EFFORT AGREEMENT BETWEEN PINELLAS COUNTY URBAN LEAGUE AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

**(d) Police Department Vehicle Quotes** (city manager/police chief)  
Consider the following police department vehicle quotes:

- Police Department Administration/Evidence Vehicle:
  - Prestige Ford Mount Dora, Florida , \$23,192.00
  - Garber Ford Inc. Green Cove Springs, Florida, \$22,997.00, and
  - Bartow Ford Bartow, Florida, \$26,831.66

With the following Installations of similar emergency lighting:

- HG2 Emergency Lighting Orlando, Florida, \$3,523.00,
  - Dana Safety Supply Inc., Orlando, Florida, \$3,027.80, and
  - Rough Country Lockable Hard Bed Cover Installed, \$1,000.00
- Police K-9 Patrol Vehicle includes free delivery.
    - 2020 Dodge Durango Pursuit K-9 AWD, \$28,461.00,
    - 2020 Chevrolet Tahoe Pursuit 4WD, \$38,722.00, and
    - 2020 Ford Utility Police Interceptor SUV AWD, \$35,514.00

Lighting and equipment Packages:

- Hg2 Emergency Lighting, \$13,559.95,
- Dana Safety Supply - \$15,543.62, and
- Provision in-car video w/ mic system, \$3,255.00

**(e) Community Center Kitchen and Restroom Quotes** (city manager/parks and recreation)

Consider the following community center quotes:

- Timbertop, \$31,363.41;
- Home Art Corporation, \$26,373.00, and
- Florida Designer Cabinets, not available

**(f) Northwest Lake Community Park (Cales Memorial Complex) Multipurpose Soccer Field – Concrete Quotes** (city manager/parks and recreation director)

Consider the following community center quotes:

- Bay to Bay Construction, \$23,200;
- Paquette Company, \$51,252 and
- Rock Solid (not available)
  
- Parking Bumpers, Leesburg Concrete Company Inc., \$6,864 and
- Sidewalks/Miscellaneous, Paquette Company, \$61,752.50

**(g) City Hall Floor Quotes** (city manager)

- Chris Lynch Flooring, \$36,599,
- Everyday Flooring Proposal, \$51,714.10, and
- Great Lakes Carpet & Tile LLC, \$28,870

**(h) Alcohol Regulations Discussion** (city manager)

**6. OFFICERS' REPORTS**

**(a) City Manager**

**i. Economic Development Status Update**

**ii. City Hall Paint Quotes**

- Champion Painting LLC, 8,500;
- Popes Precisions Projects, \$7,000 and
- Quality Paining Inc., \$8,000

**iii. Smoking Vaping Policy Status Update**

**iv. Fire Protection and Rescue Service**

**v. 2020 Summer Program – Gardenia Park Swimming Pool Discussion**

**(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**
- iv. **Michael and Laurie Fewless v. City of Fruitland Park**
- v. **Professional Design Services RFQ - Public Works Department and Public Safety Buildings Construction Status Update**

**7. PUBLIC COMMENTS**

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

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

**9. COMMISSIONERS' COMMENTS**

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

**10. MAYOR'S COMMENTS**

**11. ADJOURNMENT**

**DATES TO REMEMBER**

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

March 13, 2020, Lake County League of Cities *St John's River Water Management District Water Conservation and Proposed By-Law Revisions*, Mount Dora Golf Club, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;

March 12, 2020 Regular Agenda

- March 13, 2020, *Movie on the Lawn, Pokémon Detective Pikachu*, City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 7:30 p.m.;
- March 13, 2020, *The Kilted Man*, Fruitland Park Library, 604 W Berckman Street, Fruitland Park, Florida 34731 at 5:00 p.m.;
- March 14, 2020, *Kids' Fishing Clinic*, Lake Griffin State Park Picnic Area and Boat Dock, 3089 US Highway 441-US 27, Fruitland Park, Florida 34731 at 9:00 a.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 18, 2020 *Frozen II Watch Party*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 2:00 p.m.;
- March 20, 2020, *A Market Outlook for 2020*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731
- 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.
- March 28, 2020, *Fruitland Park Day*, City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.;
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- April 6, 2020, *International Fiction Book Club*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 1:00 p.m.;
- April 6, 2020, *Beekeepers of Lake County*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 12:00 p.m.;
- April 6, 2020, *Lake County Tourist Development Council (First Capital Projects Review)*, Lake County Board of County Commissioners Administration Building, 315 West Main Street, Tavares, Florida 32778 at 3:00 p.m.;
- April 8, 2020 *19<sup>th</sup> Annual Story Time Easter Egg Hunt* Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 10:30 a.m.
- April 9, 2020, City Commission Regular at 6:00 p.m.;
- April 6, 2020, *Lake County Tourist Development Council (TDC), Regular and First Capital Projects Review Meetings*, Lake County Commission Chambers, Tavares, Florida at
- April 10, 2020 TBD, LCLC Mount Dora Golf Club, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- April 15, 2020, *Award-Winning Author Jo Ann Brown*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 2:00 p.m.
- April 17, 2020, *Poetry on the Porch* 604 Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731
- April 21, 2020, *2020 Lake County Legislative Wrap-Up Breakfast 60 Days of the 2020 Florida Legislature Impacts Lake County*, Bella Collina Country Club, 15920 County Road 455, Mountverde, Florida 34756 at 8:00 a.m.;

April 22, 2020, Lake~Sumter Metropolitan Planning Organization (LS~MPO) Governing Board meeting, 225 W. Guava Street, Lady Lake, Florida 32159 at 2:00 p.m.;

April 23, 2020, Lake County Solid Waste's Mobile Unit Outreach Program's Household Hazardous Waste, Fruitland Park City Hall Parking Lot at 9:00 a.m.;

April 27, 2020 FLHSMV *FLOW*, Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.;

April 23, 2020, City Commission Regular at 6:00 p.m.;

May 6, 2020, Chamber Alliance of Lake County 2020 Lake County Community Service Awards, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 6:00 p.m.;

May 11, 2020 Lake County Parks and Trails Advisory Board, Office of Parks and Trails Conference Room located at 2401 Woodlea Rd, Tavares Florida 32778 at 3:30 p.m.;

May 14, 2020, City Commission Regular at 6:00 p.m.;

May 28, 2020, City Commission Regular at 6:00 p.m.;

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

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

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

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

<b>ITEM TITLE:</b>	<b>Special Presentation</b>
<b>For the Meeting of:</b>	March 12, 2020
<b>Submitted by:</b>	City Manager/Police Chief
<b>Date Submitted:</b>	March 3, 2020
<b>Funds Required:</b>	No
<b>Attachments:</b>	Yes, Letter of Recommendation
<b>Item Description:</b>	<b>Community Service Awards</b>

**Community Service Award Presentation** to Senior Officer Walter Eugene Howard and Senior Officer Jose Ortiz-González by Chief Erik D. Luce.

**Action to be Taken:**            **City Commission discretion**

**Staff's Recommendation:** None

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes



# FRUITLAND PARK POLICE DEPARTMENT

Chief Erik D. Luce

Good afternoon Chief,

I am writing to bring recognition to two of our officers for their commitment to an organization and cause that I feel is deserving of our agency's award for community service.

During the holiday season, The Villages' Colonel Philips C. Delong Chapter of the Marine Corps League has the "Toys for Tots" drive designed to raise funds and toys for gifts to be given to children for Christmas. The "Toys for Tots" program was started in 1947 when Major Bill Hendricks of the United States Marine Corps Reserve in Los Angeles, California collected and distributed 5,000 toys for children who otherwise may not have had gifts for Christmas. Since its conception the United States Marine Corps "Toys for Tots" program has distributed more than 313 million toys to 151 million children. In addition the program has also supplemented the collection of local campaigns for over a 13 year span. In that 13 year span the program has provided 47.4 million toys valued at \$243 million dollars.

In the past three years the Colonel Phillip C. Delong chapter for "Toys for Tots" program has selected the city of Fruitland Park, Florida as their base of operations. This base of operations served for the pivot point for Lake and Sumter Counties consisting of 356 drop off and pick up locations, numerous community hosted events, the purchasing, collecting, sorting, bagging, and tagging of toys for 2,500 families.

The Fruitland Park Police Department's Sr. Officers Walter Eugene Howard and Jose Manuel Ortiz-Gonzales are among the individuals helping this program to keep toys flowing in the holiday season. These men have donated many hours of their personal time to help the program over the course of several months. Sr. Officer Ortiz-Gonzales has donated over 63 hours and driven over 600 miles to collect and distribute over 2,300 toys for children. Sr. Officer Howard has donated over 12 hours of his personal time along with working with other volunteers to single handedly prepare all the toys for distribution. Sr. Officer Howard also assisted in securing over \$40,000.00 in donations for the program.

These officers have contributed a great deal of their time and money to aid a very productive organization which serves our communities. They have upheld an age old tradition within law enforcement that is rarely seen and only heard from in the past years of police work. I am recommending these officers for the "Community Service" award within The Fruitland Park Police Department in recognition of their dedication to the "Toys For Tots" program, and continued commitment to serving our citizens.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be "Erik D. Luce", with a small number "32" written above the first few letters.



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

<b>ITEM TITLE:</b>	Draft Regular Meeting Minutes
<b>For the Meeting of:</b>	March 12, 2020
<b>Submitted by:</b>	City Clerk
<b>Date Submitted:</b>	<b>March 4, 2020</b>
<b>Funds Required:</b>	No
<b>Account Number:</b>	N/A
<b>Amount Required:</b>	N/A
<b>Balance Remaining:</b>	N/A
<b>Attachments:</b>	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

Approve the regular meeting minutes of February 27, 2020 as submitted if there are no corrections.

**Action to be Taken:** **Approve as submitted.**

**Staff's Recommendation:** Approval

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

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

**February 27, 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 23, 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 Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce; Lieutenant Henry Rains, and Sergeant Courtney Stewart Police Department; Public Works Director Robb Dicus; Parks and Recreation Director Michelle Yoder; Interim Fire Chief Donald Gilpin, Deputy Fire Chief Tim Yoder, Firefighters Stephen Odgen, Brandon Clutter, and Michael Howard, Fire Department; 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 Don Miller, Eagles Nest Baptist Church, gave the invocation and Scout Troop 143 led in the Pledge of Allegiance to the flag.

**2. ROLL CALL**

**ACTION:** 6:01:41 PM After Mayor Cheshire requested that Ms. Coulson call the roll, where a quorum was declared present, he outlined the decorum for this evening's meeting and announced that no action will be taken on Item 6.(a) iii., Fire Protection and Rescue Services.as there is no contract.

**3. SPECIAL PRESENTATIONS**

**(a) 2020 Love Week**

Pastor Sidney Brock, Heritage Community Church, highlighted the February 8 to 16, 2020 Love Week event hosted over the previous years where community organizations united to make a difference in the community; gave a video presentation on same, and mentioned the plans to host another event during the week of February 6 to 14, 2021.

**ACTION:** 6:02:53 PM No action was taken.

**(b) 5K Love Run**

After Ms. Yoder gave a report on the outcome and funds raised from the February 8, 2020 5k Love Run, on behalf of the city commission, Mayor Cheshire presented a check for \$989.11 to Beyond the Walls Ministries, the local food bank.

ACTION: 6:08:30 PM. Ms. Colleen Brooks, Beyond the Walls Food Pantry (Heritage Community Church), accepted the check with much gratitude.

**4. CONSENT AGENDA**

**Approval of Minutes – February 13, 2020 Special Meeting**

ACTION: 6:10:38 PM **On motion of Commissioner Bell, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the consent agenda as previously cited.**

**5. REGULAR AGENDA**

**(a) Resolution 2020-014 Special Accommodation ADA – American Sign Language Services Inc. Contract**

Ms. Geraci-Carver read into the record proposed Resolution 2020-014, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING ON-SITE INTERPRETING AND VIDEO REMOTE INTERPRETING AGREEMENT PREPARED FOR THE CITY OF FRUITLAND PARK BY AMERICAN SIGN LANGUAGE SERVICES, INC.; PROVIDING FOR RATES FOR SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:48:17 PM After discussion, **a motion was made by Commissioner DeGrave and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2020-014 as previously cited.**

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

**(b) Resolution 2020-013 Police Department Radios (Contingency) FY 2019-20 Budget Amendment**

Ms. Geraci-Carver read into the record proposed Resolution 2020-013, 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 TRANSFER FUNDS FROM CONTINGENCY TO POLICE EQUIPMENT PURCHASE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

**ACTION:** 6:12:34 PM After discussion, a motion was made by Vice Mayor Gunter and seconded by Commissioner Bell that the city commission adopt Resolution 2020-013 as previously cited.

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

### **PUBLIC HEARING**

**By unanimous consent, Mayor Cheshire opened the public hearings.**

- (c) **Resolution 2020-012 - Public Hearing - Clean Water Act Wastewater Facility Plan Urick Street Wastewater Force Main Facility Improvements - SRF Loan**  
It being the time advertised to hold a public hearing, Ms. Geraci-Carver read into the record the following proposed Resolution 2020-012, and Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF URICK STREET WASTEWATER FORCE MAIN IMPROVEMENTS, EFFECTIVE THIS DATE.

After discussion Messrs. Duane K. Booth and Mike Scullion, Booth Ern Straughan & Hiott Inc (BESH) Engineers, Surveyors, Land Planners retained by the city, outlined procedures involved after the initial small community wastewater construction grants program (Urick Street Force Main Extension Wastewater permit) application process and confirmed the city meeting the state's qualification requirements for principal forgiveness on same.

After discussion and following Commissioner DeGrave's reference to the amendment to BESH's proposed Engineering Proposal/Agreement, Ms. Geraci-Carver referred to page 9, subsection III.B. where the Limitation Liability language ought to be stricken from the terms and conditions.

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

**ACTION:** 6:14:12 PM After much discussion, a motion was made by Commissioner DeGrave and seconded by Commissioner Moblian that the city commission approve striking the language under paragraph III.B., Limitation of Liability on page nine of the Engineering Proposal/Agreement with Booth, Ern, Straughan & Hoitt Inc. for Urick Street Force Main Extension and adopt Resolution 2020-012 as previously cited.

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

**END OF PUBLIC HEARING**

**6. OFFICERS' REPORTS**

**(a) City Manager**

**i. Economic Development Status Update**

Mr. La Venia explained that the city commission will be informed of the progress of the Community Redevelopment Agency Matching Grant Façade Improvement Program application.

ACTION: 6:22:58 PM No action was taken.

**ii. Northwest Lake Community Park (Cales Memorial Complex) Multipurpose Soccer Field**

Mr. La Venia reported that the Lake County Commission at its February 25, 2020 regular meeting approved the third amendment to the interlocal agreement to provide funding for concrete walkways, bleacher pads, accessible parking and other ancillary concrete work for the Northwest Lake Community Park Multipurpose Soccer Field Complex. He indicated that Ms. Yoder is currently acquiring bids for said work and recognized the available funds earmarked for said proposed project.

ACTION: 6:23:14 PM and 6:24:25 PM No action was taken; however, at Vice Mayor Gunter's request, the city commission recognized the \$50,000 reimbursable amount from the county.

**iii. Fire Protection and Rescue Services**

Mr. La Venia indicated that the fire protection and rescue services contract is not available and that he will share same with the city commission once it is received.

ACTION: 6:23:34 PM and 6:32:09 PM No action was taken.

**iv. New Public Works Director**

Mr. La Venia introduced Mr. Dicus, the new public works director who has been with the city for more than six years.

ACTION: 6:23:43 The city commission extended congratulations to Mr. Dicus.

**(b) City Attorney**

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

Ms. Geraci-Carver announced that there are no updates on the James Hartson Notice of Claim.

ACTION: 6:24:45 PM No action was taken.

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

Ms. Geraci-Carver announced that there are no updates on T.D. Burke case.

ACTION: 6:24:45 PM No action was taken.

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

Ms. Geraci-Carver announced that there are no updates on the State of Florida Department of Management Services claim.

ACTION: 6:24:45 PM No action was taken.

**iv. Michael and Laurie Fewless v. City of Fruitland Park**

Ms. Geraci-Carver announced that there are no updates on the Michael and Laurie Fewless case.

ACTION: 6:24:45 PM No action was taken.

**7. PUBLIC COMMENTS**

**• 2020 Kids' Fishing Clinic**

Mr. Mark Knapp, Lake Griffin State Park, distributed the flyer on the March 14, 2020 Kids' Fishing Clinic for children ages 5 to 16 years old to be held at the Lake Griffin State Park's picnic area and boat dock; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 6:24:53 PM No action was taken.

**• Fire Protection and Rescue Service**

Mr. David Keim, City of Fruitland Park resident, gave his perspective of another fire department's annual budget and fire rescue operations; expressed concerns on the city commission's previous action to transfer the current fire rescue services to the county, and identified the number of fire rescue service calls in the county that were not operational.

ACTION: 6:26:05 PM. No action was taken.

- **GBBC 50<sup>th</sup> Anniversary**

The Reverend Dr. George A. Mulford III, Grace Bible Baptist Church, announced that the church was annexed into the city in 2004; explained that it was founded on March 8, 1970 in the City of Leesburg, and indicated that there will be a celebration on its 50<sup>th</sup> anniversary. He indicated that the church's founding pastor Dr. William "Bill" Vansant is expected to be present on March 8, 2020 at 10:00 a.m. and extended an invitation for the city commission to attend.

ACTION: 6:30:00 PM. No action was taken.

- **Fire Protection and Rescue Service**

Ms. Michelle Taylor, City of Fruitland Park resident, voiced support of the city's fire department and cited reasons why its existing fire protection and rescue services ought to remain in the city.

ACTION: 6:31:06 PM No action was taken.

**8. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian**

**i. LS~MPO LOPPs**

Commissioner Mobilian referred to the February 26, 2020 Lake~Sumter Metropolitan Planning Organization (LS~MPO) Governing Board's discussion on the status of the 2020 List of Priority Projects where the CR 466A Roadway Improvement Project has been placed high on said list; relayed the process involved on the funding acquisition to complete said project earmarked for Spring 2021, and indicated that the projects submitted are anticipated for final approval at its April 2020 meeting.

ACTION: 6:32:48 PM No action was taken.

**ii. Homelessness**

Commissioner Mobilian mentioned his awareness of the homeless camp on Lake County School District's property adjacent to the Moyer Recreation Center in The Villages of Fruitland Park reported at the January 23, 2020 regular meeting and noted their return despite law enforcement's repeated intervention.

In response, Chief Luce and Lieutenant Rains reported on the police department's involvement, monitoring and enforcement of homeless activities together with the county's law enforcement to date.

Chief Luce agreed, in the affirmative that he will relay Commissioner Mobilian's request to the district to remove some of the underbrush for visibility along the CR 466A corridor.

ACTION: 6:34:22 PM No action was taken.

**(b) Commissioner DeGrave**

Commissioner DeGrave announced that he will be absent from the March 26, 2020 regular meeting as he will be out of the country.

ACTION: 6:38:59 PM **By unanimous consent, the city commission accepted Commissioner DeGrave's request.**

**(c) Commissioner Bell**

Commissioner Bell had no comments at this time.

ACTION: 6:38:19 PM No action was necessary.

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

Vice Mayor Gunter had no comments at this time.

ACTION: 6:38:23 PM No action was necessary.

**9. MAYOR'S COMMENTS**

**Dates to Remember**

Mayor Cheshire made the following announcements:

- March 7, 2020, City of Fruitland Park Cornhole Tournament, Fruitland Park City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 9:00 a.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 26, 2020, City Commission Regular at 6:00 p.m., and
- March 28, 2020, Fruitland Park Day, City Hall, 506 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.

ACTION: 6:38:27 PM No action was necessary.

**10. ADJOURNMENT**

The meeting adjourned at 6:39 p.m.

The minutes were approved at the March 12, 2020 regular meeting.

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

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



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

**ITEM TITLE:** Resolution 2020-011 Superior Maintenance Agreement

**For the Meeting of:** March 12, 2020

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

**Date Submitted:** February 26, 2020

**Funds Required:** Yes.

**Account Number:** 01524 30340, Central Square/Citizen Portal

**Amount Required:** \$4,931.85 and \$7,500.00 respectively (FY 2019-20 budget)

**Balance Remaining:** \$2,568.15

**01524 30340 \$15,000. Central Square Citizens Report**

**Attachments:** Yes. Proposed Resolution 2020-011, Maintenance Agreement and addendum.

**Item Description:** Proposed Resolution 2020-011 approving the maintenance agreement between the City of Fruitland Park, Florida and Superior, LLC in the amount of \$4,931.85 and the Citizen Engagement in the amount of \$7,500.00.

The city has an existing agreement with Central Square Technologies, now Superior Solutions, for its building department software which expired in February 2020 and there is an additional component (that allows contractors to upload plans for city review, schedule inspections, and better serve the contractor community) which will expire in October 2020.

**Action to be Taken:** Adopt Resolution 2020-011

**Staff's Recommendation:** Approval

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

**RESOLUTION 2020-011**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING SUPERION SOLUTIONS MAINTENANCE AGREEMENT IN THE AMOUNT OF \$4,931.85 THRU FEBRUARY 28, 2021 FOR TRAKIT AND \$7,500 THRU OCTOBER 29, 2020 FOR CITIZEN ENGAGEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE MAINTENANCE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park has an existing agreement with Central Square Technologies now Superior Solutions for its building department software that expires February 2020 and an additional component that allows contractors to upload plans for City review, schedule inspections, and otherwise better serve the contractor community that will expire in October 2020; and

**WHEREAS**, Superior Solutions will provide cloud hosting, as well as ongoing maintenance; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Superior Solutions Maintenance Agreement in the total amount of \$12,431.85, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Maintenance 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 12<sup>th</sup> day of March 2020, by the City Commission of the City of Fruitland Park, Florida.

**SEAL**

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

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CHRIS CHESHIRE, MAYOR

ATTEST:

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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:

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Anita Geraci-Carver, City Attorney



## Superion Solutions Maintenance Agreement

This Superion Solutions Maintenance Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superion, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**Superion**") and the City of Fruitland Park, FL ("**Customer**"), together with Superion, the "**Parties**", and each, a "**Party**".

**WHEREAS**, Superion offers ongoing maintenance and support services to software applications it has licensed or granted cloud/remote access to; and

**WHEREAS**, Customer desires to renew these services and/or access rights for an annual term and Superion desires to grant and provide these services and/or access rights, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

SUPERION, LLC.	City of Fruitland Park
1000 Business Center Dr. Lake Mary, FL 32746	506 W. Berckman Street Fruitland Park, FL 34731
By:	By:
Print Name: Todd Dooley	Print Name:
Print Title: CFO	Print Title:
Date Signed: January 30, 2020	Date Signed:

**1. Superion Solution: Public Administration**

**2. Term.**

2.1. The Term of this Agreement commences as of the Effective Date and will continue in effect for one (1) year. from such date unless terminated earlier pursuant to any of the Agreement’s express provisions (the "**Initial Term**").

2.2. Renewal Term. At the Customer’s election, this Agreement may automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement’s provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

2.3. Non-Renewal. Customer may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, three (3) months prior to the expiration of the current contract term.

**3. Fees.** In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Cost Summary**").

**4. Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superion Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superion Solutions has been purchased.

- 4.4. **"Baseline"** means the version of a Superior Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Superior Solutions Customer has currently licensed, subscribed to, or been granted cloud access to, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Superior Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Superior Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superior Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superior Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Superior Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Superior Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Superior Systems and any and all information, data, documents, materials, works, devices, methods, processes, hardware, software, technologies, inventions, deliverables, technical or functional descriptions, requirements, plans, and reports, provided or used by Superior or any Subcontractor in connection with Support Services rendered under this Agreement.
- 4.22. **"Superior Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Superior Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superior Solutions that are not proprietary to Superior.

## 5. Support Services, Access & Delivery.

- 5.1. Maintenance & Support: Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, during the Term Superior will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 2, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 2.
- 5.2. Access, Scope of Use & Delivery. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. Delivery. For additional purchases of software and/or hardware from Superior (or Third-Party Offerings through Superior) during the Maintenance Term via Add-On Quote or similar supplemental procurement agreement, Superior shall deliver to Customer the initial copies of the Superior Solution(s) purchased by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point, and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Superior Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**

## 6. System Control, Limitations & Exceptions.

- 6.1. System Control. Except as otherwise expressly provided in this Agreement: (i) Superior has and will retain sole control over the operation, provision, maintenance, and management of the Superior Solutions; and (ii) Customer has and will retain sole control over the operation, maintenance, management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Superior Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superior Solutions, and conclusions, decisions, or actions based on such use.
- 6.2. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including, if required by Superior, remote access to the Customer Systems. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

- 6.3. **Exceptions.** Superior has no obligation to provide Support Services relating to any Defect with the Superior Solutions that, in whole or in part, arise out of or result from any of the following:
- 6.3.1. software, or media on which provided, that is modified or damaged by Customer or third party;
  - 6.3.2. any operation or use of, or other activity relating to, the Superior Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Superior Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
  - 6.3.3. any negligence, abuse, misapplication, or misuse of the Superior Solution other than by Superior personnel, including any Customer use of the Superior Solution other than as specified in the Documentation or expressly authorized in writing by Superior;
  - 6.3.4. if applicable for various premise based Superior Solutions, any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
  - 6.3.5. the operation of, or access to, Customer's or a third party's system, materials or network;
  - 6.3.6. any relocation of the Superior Solution other than by Superior personnel;
  - 6.3.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
  - 6.3.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
7. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Superior Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superior Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
8. **Changes.** Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Superior Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superior Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
9. **Subcontractors.** Superior may from time to time in its discretion engage third parties to perform Support Services (each, a "**Subcontractor**").
10. **Security Measures.** The Superior Solution may contain technological measures designed to prevent unauthorized or illegal use of the Superior Solution. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Superior Solution; (b) Superior may deny any individual access to and/or use of the Superior Solution if Superior, in its reasonable discretion, believes that person's use of the Superior Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superior Solutions.
11. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superior Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 11.1. copy, modify, or create derivative works or improvements of the Superior Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superior Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
  - 11.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superior Solutions, in whole or in part;

- 11.3. bypass or breach any security device or protection used by Superior Solutions or access or use the Superior Solutions other than by an Authorized User through the use of his or her own then valid access;
- 11.4. input, upload, transmit, or otherwise provide to or through the Superior Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 11.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superior Systems, or Superior's provision of services to any third party, in whole or in part;
- 11.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superior Solutions, including any copy thereof;
- 11.7. access or use the Superior Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 11.8. access or use the Superior Solutions for purposes of competitive analysis of the Superior Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Superior Solutions beyond the scope of the authorization granted under this Section.

## 12. Customer Obligations.

- 12.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superior Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standard; and (c) provide cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 12.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 12.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superior Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

## 13. Confidentiality.

- 13.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Superior Solutions, all software provided with the Superior Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superior Solutions and any software provided with the Superior Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 13.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 13.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
  - 13.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;



- 13.3.2. not disclose or permit access to Confidential Information other than to its Representatives who:
  - (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
- 13.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 13.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 13.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 13.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

#### 14. Security.

- 14.1. Superior will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.
- 14.2. Customer shall maintain, in connection with the operation or use of the Superior Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 14.3. To the extent that Authorized Users are permitted to have access to the Superior Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superior in the Superior Solutions and Documentation, and disclaim any liability or responsibility of Superior with respect to such Authorized Users.

#### 15. Personal Data. If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then:

- 15.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superior shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 15.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Superior Solutions and perform its other obligations under this Agreement; and
- 15.3. Superior shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

15.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

## 16. Representations and Warranties.

16.1. Support Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

16.2. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERION SOLUTIONS, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A SUPERION SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERION SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

17. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superion**  
**1000 Business Center Dr.**  
**Lake Mary, FL.**  
**Phone: 407-304-3235      email: [info@superion.com](mailto:info@superion.com)**  
**Attention: Senior Counsel / Contracts Department**

If to Customer: **City of Fruitland Park**  
**506 W. Berckman Street**  
**Fruitland Park, FL 34731**  
**Phone: \_\_\_\_\_ email: \_\_\_\_\_**  
**Attention: \_\_\_\_\_**

## 18. Force Majeure.

18.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault

of the Party failing or delaying in performance.

- 18.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

## 19. Mutual Indemnification.

- 19.1. Superior Indemnification. Superior shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Superior Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

19.1.1. Third-Party Materials or Customer Data;

19.1.2. access to or use of the Superior Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Superior or specified for Customer's use in the Documentation;

19.1.3. modification of the Superior Solutions other than: by or on behalf of Superior or with Superior's written approval in accordance with Superior's written specification;

19.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superior; or

19.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.

- 19.2. Customer Indemnification. Subject to and without waiving the notice and limits of liability of and all other provisions of Sec. 768.28, Florida Statutes, Customer shall indemnify and hold harmless Superior, its officers, directors, employees, agents and representatives from and against any and all losses resulting from death or bodily injury or damage to property, only to the extent caused by the negligence of Customer, its officers, employees or other authorized agents in connection with this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Customer as set forth in Section 768.28, Florida Statutes. The foregoing indemnity provision is not intended as a waiver of Customer's common law right of sovereign immunity. The limited waiver of sovereign immunity set forth in Fla. Stat. 768.28 for tort actions brought against Customer shall be applicable to any action brought pursuant to this indemnity provision, even if the indemnity action sounds in contract rather than in tort.:

19.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

- 19.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERIOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERIOR SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## 20. Termination. This Agreement may be terminated:

20.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

20.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

## 21. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 21.1. all rights, access, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solutions, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer

directly or indirectly controls; and

- 21.2. all access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.
- 21.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 21.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 30 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 21.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superior Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.

**22. Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors.

**23. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

**24. Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

- 24.1. Arbitration Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.

**25. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Fifth Judicial Circuit, in and for Lake County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of

process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

**26. Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

**27. LIMITATIONS OF LIABILITY.**

**LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN THE PREVIOUS TWELVE MONTHS PRECEDING THE ACTIONS LEADING TO WHEN SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

**EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

**BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**28. Third-Party Materials.** Customer is hereby advised that Superion provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superion to do so. As a condition precedent to installing/accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

**29. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to Maintenance, Support, Access, Service Levels and its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about these services and this subject matter. Nothing contained herein is intended to supersede or nullify any terms and conditions, rights, grants or licensed products purchased previously between the parties in prior Agreements. No modification of this Agreement will be effective unless in writing, signed by each Party, and expressly states that it amends this Agreement. Notwithstanding anything to the contrary herein, official Add-On Quotes on Superion letterhead issued by authorized Superion representatives and signed by Customer shall constitute supplemental order form amendments to this Agreement by allowing additional products or services to be added when needed.

**30. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

**31. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**32. Cooperative Purchases.** This Contract may be used by other government agencies. Superion has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superion and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way

whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

**33. Incorporated Exhibits to this Agreement:**

33.1. Exhibit 1 – Project Cost Summary

33.2. Exhibit 2 - Maintenance & Support Standards

**EXHIBIT 1**
**Project Cost Summary**

<b>Application</b>	<b>Qty</b>	<b>Annual Term 3/1/20-2/28/21</b>
TRAKIT(5 USERS)	1	\$ 4,931.85
AEC TRAK	1	\$ -
LandTrak	1	\$ -
PermitTRAK	1	\$ -
<b>Total</b>		<b>\$ 4,931.85</b>

<b>Application</b>	<b>Qty</b>	<b>Annual Term 10/30/19- 10/29/20</b>
Citizen Engagement SaaS	1	\$ 7,500.00
<b>Total</b>		<b>\$ 7,500.00</b>

**Notes:** **A 5% increase will be applied to the annual maintenance for 2020.**

**PAYMENT TERMS:**

- a. Annual Support & Maintenance Fees are due prior to the term listed above and annually thereafter.
- b. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption; otherwise, Superior will invoice Customer and Customer will pay to Superior all such tax amounts.
- c. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until past due amounts have been paid.

## EXHIBIT 2

### PART I - Support Standards for Premise Based Solutions

**I. Support Hours: Hours During Which Superior’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

**II. Targeted Response Times.**

“Notification” means a communication to Superior’s help desk by means of: (i) Superior’s web helpline; or (ii) the placement of a telephone call.

**III. Support Terms.**

Beginning on the Execution Date and continuing for twelve (12) months thereafter (“**Initial Support Term**”), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“**Renewal Support Term**”). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement’s Initial Support Term.

With respect to Superior’s support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior “Telephone Support” hour occurring after Superior’s receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning Superior’s Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.  A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning Superior’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning Superior’s Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

*Response timing is measured from the moment a Case number is created. As used herein a “Case number” is created when a) Superior’s support representative has been directly contacted by Customer either by phone, in person, or through Superior’s online support portal, and b) when Superior’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.*



**ADDENDUM TO AGREEMENT**

**This addendum is to be added to the maintenance agreement between Superior, a Delaware Limited Liability Company with its principal place of business in Lake Mary, Florida ("Superior"), and the City of Fruitland Park, Florida ("Customer") for ongoing maintenance and support services to software applications.**

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

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

**City of Fruitland Park**

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

Signature \_\_\_\_\_  
Chris Cheshire

Title: Mayor

**Superior LLC**

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

Signature \_\_\_\_\_  
Todd Dooley

Title: CFO

CITY OF FRUITLAND PARK  
 ACCOUNTS PAYABLE  
 506 WEST BERCKMAN STREET  
 FRUITLAND PARK, FL  
 34731

Purchase  
 Order 02020111-00 FY 2020

The Above Purchase Order Number Must Appear  
 On All Correspondence - Packing Sheets And  
 Bills Of Lading

Mail Invoices In Duplicate To  
 Above Address

ORIGINAL

Page 1

Vendor  
 SUPERION LLC  
 1000 BUSINESS CENTER DR  
  
 LAKE MARY, FL  
 32746  
 Tel 1-800-727-8088

Ship To  
 CITY OF FRUITLAND PARK  
 ATTENTION: B&Z DIRECTOR  
 506 WEST BERCKMAN STREET  
 FRUITLAND PARK, FL  
 34731

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/20	007532	02/25/20			BUILDING & ZONING

LN	Description / Account	Unit	Qty	Unit Price	Net Price
001	TRAKIT ANNUAL MAINTENANCE FEE	EACH	1.00	4931.85000	4931.85
002	INTERNET INSTALLATION PROJECT MANAGEMENT	EACH	1.00	3380.00000	3380.00
003	CITIZEN ENGAGEMENT	EACH	1.00	7500.00000	7500.00

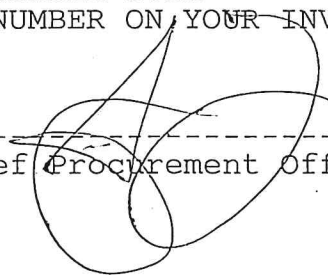
PO Expiration Date 09/30/2020 PO Total 15811.85

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
 Account 01524-30340 Amount 15811.85

\*\*ALL PURCHASE ORDERS EXPIRE  
 SEPTEMBER 30TH\*\* \*\* INCLUDE THIS  
 PO NUMBER ON YOUR INVOICE \*\*

<u>266406</u>	<u>2/1/20</u>	<u>4931.85</u>
		10,880.00
<u>257581</u>	<u>11/7/19</u>	<u>3380.00</u>
		7500.00

Chief Procurement Officer



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

**ITEM TITLE:** Resolution 2020-015 and Budget Amendment BT2020-015 Community Center 2<sup>nd</sup> Insurance Payment

**For the Meeting of:** March 12, 2020  
**Submitted by:** City Treasurer  
**Date Submitted:** February 25, 2020  
**Funds Required:** Yes – Insurance Claim Payment (see below)  
**Attachments:** Proposed resolution and budget amendment

**Item Description:** Budget Amendment BT2020-015 adds \$6,937 to insurance claims proceeds revenue (01001-36442) and to improvements community center (01574-60630). This insurance claim is the second payment for mold remediation at the Community Center. This budget amendment will increase the Community Center renovation budget by \$6,937.

**Action to be Taken:** Adopt Resolution 2020-015.

**Staff's Recommendation:** Approve Resolution 2020-015 and BT2020-015 2<sup>nd</sup> Insurance Payment Community Center renovations

**Additional Comments:** None

**City Manager Review:** None

**Mayor Authorization:** Yes

**RESOLUTION 2020-015**

**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 INSURANCE CLAIM PROCEEDS REVENUE BUDGET AND THE RECREATION IMPROVEMENT 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 renovation, and;

**WHEREAS**, the mold remediation was paid from the renovation budget in FY 2019-2020; and;

**WHEREAS**, the insurance proceeds payment received for the mold remediation should be remitted to the renovation budget; and:

**WHEREAS**, the City Commission desires to amend the 2019-2020 Fiscal Year budget to increase the Recreation Improvement Expense Budget by \$6,937.

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

Section 1. The FY 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 12<sup>th</sup> day of March 2020 by the City Commission of the City of Fruitland Park, Florida.

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City of Fruitland Park  
Chris Cheshire, Mayor

Attest:

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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:

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Anita Geraci-Carver  
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2020-15

To: CITY MANAGER

Date: 25-Feb-2020

Prepared by: Michelle Yoder
Department Head

Approved: City Manager

REVENUES:

Table with 3 columns: Object name & #, Amount, Inc/Dec. Row 1: 01001-36442 Insurance Claim Proceeds, 6,937, Inc/Dec.

EXPENDITURES:

Table with 3 columns: Object name & #, Amount, Inc/Dec. Row 1: 01574-60630 Improvements Comm Ctr, 6,937, Inc/Dec.

Explanation: Second proceeds from insurance compnay for mold remediation. Putting payment back in the Community Center renovation budget.

Approved by Commission: 3/12/2020 Date City Clerk
City Finance Director Mayor

**PGIT COMBINED CLAIMS ACCOUNT**

Regions Bank

63-466  
631

ADMINISTERED BY PREFERRED GOVERNMENTAL CLAIM SOLUTIONS

PO BOX 958456

LAKE MARY, FL 32795 -8456

Claim Number: 363644

VOID AFTER 120 DAYS

DATE	CHECK NO.
2/10/2020	372995
AMOUNT	
**\$6,937.00**	

**PAY** Six Thousand Nine Hundred Thirty-Seven and 00/100 Dollars\*\*\*\*\*

TO THE ORDER OF  
Fruitland Park, City Of  
506 West Berckman Street  
Fruitland Park, FL 34731

*[Signature]*  
Gail Stearns

⑈0000372995⑈ ⑆063104668⑆ 0039462714⑈

Please cash or deposit the above check as soon as possible and retain this portion for your records

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Property Damage				\$0.00	\$6,937.00

Claim Number: 363644 Claimant: Fruitland Park, City Of Payee: Fruitland Park, City Of  
Check Number: 372995 Total Check Amt: \$6,937.00 Event Date: 7/29/2019 Department: Fruitland Park Fruitland Park, City Of  
Adjuster Name: Fred Tucker Adjuster Phone #: (321) 832-1400 Ext:4000 Event Number: EV2019347366 Control Number: 7123167  
Memo: FULL AND FINAL SETTLEMENT

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

**ITEM TITLE:** Resolution 2020-016 Urban League Seniors' Jobs Program

**For the Meeting of:** March 12, 2020  
**Submitted by:** City Attorney/City Manager/Human Resources Director

**Date Submitted:** March 5, 2020

**Funds Required:** No

**Attachments:** Proposed resolution, maintenance effort agreement and flyer

**Item Description:** Pinellas County Urban League senior jobs program placing senior employees over 55 an opportunity to work, learn, train or improve their skills at the city, at no cost or obligation and at the expense of Urban League.

**Action to be Taken:** Adopt Resolution 2020-016.

**Staff's Recommendation:** Approval

**Additional Comments:** The City of Mount Dora, amongst other not for profit agencies, is one of Urban League's host agencies

**City Manager Review:** Yes

**Mayor Authorization:** Yes



**RESOLUTION 2020-016**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE URBAN SENIORS JOBS PROGRAM HOST TRAINING AGENCY TRAINING AND MAINTENANCE OF EFFORT AGREEMENT BETWEEN PINELLAS COUNTY URBAN LEAGUE AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Pinellas County Urban League offers a senior jobs program that provides senior employees to work at the City of Fruitland at the expense of the Urban League; and

**WHEREAS**, the City of Fruitland Park desires to participate in the senior jobs programs; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to enter into the Urban Seniors Jobs Program Host Training Agency Training and Maintenance of Effort Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Urban Seniors Jobs Program Host Training Agency Training and Maintenance of Effort Agreement between Pinellas County Urban League and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Urban Seniors Jobs Program Host Training Agency Training and Maintenance of Effort 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 12<sup>th</sup> day of March 2020, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

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CHRIS CHESHIRE, MAYOR

SEAL

ATTEST:

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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



## Urban Seniors Jobs Program Host Training Agency Training and Maintenance of Effort Agreement Period Covered: July 1, 2019 – June 30, 2021

To comply with the requirements of the **Urban Seniors Jobs Program (USJP)** operated under Title V of the Older Americans Act; this Agreement is voluntarily entered into by:

---

hereinafter referred to as the Host Training Agency (HTA), and

### **Pinellas County Urban League**

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(Pinellas County Urban League, USJP, hereinafter referred to as the (“**PCUL**”).

#### **The HTA agrees to:**

1. Provide onsite supervision and a safe training environment for each participant;
2. Provide an effective orientation and training necessary to perform assigned duties in accordance with a written training description;
3. Provide additional training as opportunities occur that *support participant’s employment goal and self-sufficiency*;
4. Treat each participant as a member of the agency staff;
5. Consider each participant for regular employment, either full-time or part-time, when vacancies occur or when new positions are created. The agency will also recommend suitable training for unsubsidized placement of the participant;
6. Abide by the hours and work schedules mutually agreed to for each participant;
7. Provide properly prepared time sheets, and other required documents;
8. Complete a Host Agency Training Form that will identify the specific location and training hours of the participants, the participants’ training assignments and duties, skills the participant will receive during training, as well as any other training that the participant may need to perform the duties at the host agency (classroom and outside training);
9. Assist in the development of the participant’s Individual Employment Plan (IEP), which is used to align the skills to be attained at the HTA and the timeline for the participant to achieve them;
10. Complete a Participant Evaluation at least twice a year as required by the PCUL;
11. Attend or **send a representative** to quarterly Host Agency Supervisors Meetings. Host Agency Supervisors Meetings will acquaint all concerned with PCUL goals and objectives;
12. Participate in the Department of Labor’s Customer Satisfaction Survey if solicited;
13. Provide monthly documentation of in-kind contributions. It is understood by the HTA and PCUL that any contribution, whether cash or in-kind, by the HTA is purely voluntary and is not a condition for the assignment of any participant.

#### **The HTA agrees that the training assignments will:**

1. Result in an increase in employment opportunities that would not otherwise be available;
2. Not result in the displacement of currently employed workers;
3. Not result in a reduction in non-overtime hours of work, wages, or benefits Not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed;
4. Not be a substitution for any existing federally assisted job; and



5. Not be a position, which is the same as or substantially the same as that occupied by any other person who is laid off, or absent due to labor disputes.
6. Not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

### The HTA agrees and understands:

1. That each participant will periodically be required to attend PCUL workshops or quarterly PCUL participant meetings during regular working hours, which will require the participant to be absent from their host site for a specific day or days.
2. That they will not supplement the participants' PCUL wages or require that he/she volunteer additional time on-site.
3. That **PCUL** may reassign any participant at any time to increase the participant's opportunities for training or unsubsidized employment, or that will otherwise serve the best interests of the participant or HTA.

Large **HTAs** (over 100 employees) agree that other national Title V project grantees will be provided a training assignment in departments separate from **PCUL** participants while this **Host Training Assignment** is in effect.

The HTA certifies that it is a governmental agency or a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the HTA will provide its Federal Employer Identification Number (FEIN). Further, if the host agency is certified as a Section 501(c)(3) agency, the certification is attached or on file with PCUL and is still in effect. The HTA agrees to inform the affiliate immediately if the Section 501(c)(3) certification is revoked.

**PCUL** will recruit, enroll, and assign the participant(s) to the HTA for the purpose of engaging in productive community service and job training.

### In Addition, the HTA Agrees to:

1. ***Adhere to the Department of Labor policies requirement to ensure that the Older Americans Act (OAA) Amendments of 2006, PL 109-365, title V, Section 502 (b)(1)(G) pertaining to Maintenance of Effort violations do not occur.***
2. Share their staffing patterns for the previous two years.
3. Not assign community service training similar to the duties of workers who were employed and laid off within the last two years.
4. Not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals not participating in the program.
5. Not displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits).
6. Not impair existing contracts or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.
7. Not assign or continue to assign any eligible individual to perform the same work or substantially the same work as that performed by any other individual who is on layoff.



This Agreement cannot be amended except upon written agreement between the parties, and is in effect from:

**July 1, 2019 – June 30, 2021**

\_\_\_\_\_  
Authorized Host Training Agency Representative Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Rev. Watson L. Haynes, II**  
\_\_\_\_\_  
PCUL Program Director Name (Print)

**PCUL President & CEO**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Definition of host agency status**

**To be completed by PCUL Representative (Check one):**

- This host agency is a government agency. FEIN \_\_\_\_\_ (Required by USDOL)
- This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. FEIN \_\_\_\_\_ (Required by USDOL)
  - 501(c)(3) documentation is attached.
  - 501(c)(3) documentation is already on file with PCUL.



## Urban Seniors Jobs Program Host Training Agency Authorized Signatory Form

Host Training Agency: \_\_\_\_\_  
Full Legal Name of Host Training Agency

Doing Business As (DBA): \_\_\_\_\_  
*If Applicable* Complete Doing Business as Name

### Administrative Office/Primary Location:

\_\_\_\_\_ FL \_\_\_\_\_  
Street Address City State Zip Code

### Satellite/Affiliate/Additional Location(s) or Department(s):

Site Name: \_\_\_\_\_  
*If Applicable* Complete Name of Satellite/Affiliate/Additional Location or Department

\_\_\_\_\_ FL \_\_\_\_\_  
Street Address City State Zip Code

Site Name: \_\_\_\_\_  
*If Applicable* Complete Name of Satellite/Affiliate/Additional Location or Department

\_\_\_\_\_ FL \_\_\_\_\_  
Street Address City State Zip Code

### Primary Signatory:

*Person authorized to sign Host Training Agency Agreement for all Host Training Agency Sites listed above*

\_\_\_\_\_ Signature  
Full Name / Title

\_\_\_\_\_ Email Address  
Phone Number / Extension

### Host Training Agency Site Supervisor(s)/Approved Signatory(ies): *If other than the Primary Signatory*

*Effective* \_\_\_\_\_ *only the below listed individuals will be accepted as **approved** signatories on USJP Participant Timesheets*  
*Date*

\_\_\_\_\_ Signature  
Full Name / Title

\_\_\_\_\_ Email Address  
Phone Number / Extension

\_\_\_\_\_ Signature  
Full Name / Title

\_\_\_\_\_ Email Address  
Phone Number / Extension

\_\_\_\_\_ Signature  
Full Name / Title

\_\_\_\_\_ Email Address  
Phone Number / Extension

*Use another Host Training Agency Authorized Signatory Form if additional space is needed*



## Urban Seniors Jobs Program Host Training Agency Training Opportunities

Host Training Agency: \_\_\_\_\_

Host Training Agency Site: \_\_\_\_\_  
Street Address City State Zip Code

**Indicate the amount of available opportunities in the corresponding box**

**Office and Administrative Support Trainee:**

Schedule appointments, give information to callers, read and route incoming mail. Prepare notes, correspondence, and reports, using computer. Make copies of correspondence or other printed matter, using copying machine. Locate and attach appropriate file to correspondence to be answered.

**Maintenance and Custodial Trainee:**

Cleans buildings, washes windows, and empties trash cans, using brooms, cleaning supplies, and floor buffer. Maintains and repairs community buildings' plumbing and electrical systems, including replacing worn or defective parts, such as switches and fuses. Cuts grass and trims weeds on town property and parks, using lawn mower and weed trimmer.

**Retail, Sales and Related Trainee:**

Answers customer's questions concerning location, price, and use of merchandise. Stamps, marks, or tags price on merchandise. Stocks shelves, counters, or tables with merchandise.

**Food Pantry Assistant Trainee:**

Answers customer's questions concerning location, price, and use of merchandise. Stamps, marks, or tags price on merchandise. Stocks shelves, counters, or tables with merchandise.

**Nutritionist Assistant Trainee:**

Apportions and places food servings on plates and trays according to diet list on menu card. Collects and stacks dirty dishes on cart and returns cart to kitchen. Washes dishes and cleans work area, tables, cabinets, and ovens. Collects and places garbage and trash in designated containers.

**Teacher's Aide Trainee:**

Performs any combination of following instructional tasks in classroom to assist teaching staff. Assists students, individually or in groups, with lesson assignments to present or reinforce learning concepts. Discusses assigned teaching area with classroom teacher to coordinate instructional efforts.

**Concierge Trainee/Lobby Assistant Trainee:**

Check identification when necessary in accordance with federal and state laws. Exercise personable communication with each customer while directing them where they can be best served inside the restaurant. Maintain a pleasant atmosphere for co-workers as well as effective communication so they can deliver the best customer service.



**Program Assistant Trainee:**

Meets the client, gives them paper work to fill out, informing them of agency rules and guidelines. Instruct clients on required verification of eligibility requirements such as: Photo ID, proof of income, proof of housing, and related verifiable information. Explaining the intake process and help the client understand the program expectations.

**Computer Trainee:**

Compares data entered with source documents, or re-enters data in verification format on screen to detect errors. Deletes incorrectly entered data, and re-enters correct data. May compile, sort, and verify accuracy of data to be entered.

**Warehouse Trainee:**

Prepares orders by processing requests and supply orders; pulling materials; packing boxes; placing orders in delivery area. Sort and place materials or items on racks, shelves or in bins according to organizational standards. Maintains inventory controls by collecting stock location orders, printing request, recording amounts of materials or items received or distributed through a computer. May also assist in counting of physical inventory.

**Other (Please indicate Type below):**

:

Completed By

Title

Date





## Urban Seniors Jobs Program Host Training Agency Orientation

I acknowledge that the following topics have been discussed to my satisfaction upon my enrollment as a Host Training Agency with the Urban Seniors Jobs Program:

<input checked="" type="checkbox"/>	<b>Pinellas County Urban League</b> History & Mission
<input checked="" type="checkbox"/>	USJP History & Eligibility Guidelines
<input checked="" type="checkbox"/>	USJP Host Training Agency Agreement
<input checked="" type="checkbox"/>	USJP Host Agency Training Assignment Form
<input checked="" type="checkbox"/>	USJP Participant Bi-Weekly Timesheet (Sample)
<input checked="" type="checkbox"/>	USJP Payroll & Holiday Schedule
<input checked="" type="checkbox"/>	USJP Participant Performance Evaluation
<input checked="" type="checkbox"/>	USJP Participant Application for Leave
<input checked="" type="checkbox"/>	USJP Participant Incident Report
<input checked="" type="checkbox"/>	USJP Host Training Agency In-Kind Contributions (w/Sample)
<input checked="" type="checkbox"/>	USJP New HTA Safety Check & Facility Tour (Conducted)
<input checked="" type="checkbox"/>	<b>Participant's 48-month Durational Limit</b>
<input checked="" type="checkbox"/>	<b>NUL Termination Policy</b>
<input checked="" type="checkbox"/>	<b>NUL Durational Limit Waiver Policy</b>
<input checked="" type="checkbox"/>	<b>NUL Grievance Procedure and Policy</b>
<input checked="" type="checkbox"/>	<b><i>Also provided for your information (optional information):</i></b>
<input checked="" type="checkbox"/>	USJP Participant Handbook
<input checked="" type="checkbox"/>	USJP Host Agency Handbook

I have been fully oriented to all **Pinellas County Urban League** policies and procedures governing its Urban Seniors Jobs Program (USJP). We are pleased to participate as a USJP Host Training Agency.

**Host Training Agency Name:** \_\_\_\_\_

\_\_\_\_\_  
Host Training Agency Site Supervisor (Print)

\_\_\_\_\_  
Host Training Agency Site Supervisor (Signature)

\_\_\_\_\_  
Orientation Conducted By (Print)

\_\_\_\_\_  
Date

AFFILIATES AND COUNTIES SERVED

**Louisville Urban League**  
*(Bullitt, Jefferson, Nelson and Oldham)*  
1535 West Broadway  
Louisville, KY 40203  
(502) 585-4622  
www.lul.org

**Pinellas County Urban League**  
*(Hernando, Lake, Marion, Pasco, Seminole and Sumter)*  
333 31st Street, North  
Saint Petersburg  
Florida 33713  
(727) 327-2081  
www.pcul.org

New Port Richey, Florida  
(727) 484-3400 Ext. 3

Leesburg, Florida  
(727) 601-2120

Ocala, Florida  
(352) 732-1700 Ext. 1151

**Urban League of Greater Pittsburgh**  
*(Allegheny and Beaver)*  
610 Wood Street, 3rd Floor  
Pittsburgh, PA 15222-2222  
(412) 227-4802  
www.ulpgh.org

Aliquippa, PA  
(724) 378-2882

**Urban League of Detroit and Southeastern Michigan**  
*(Oakland and Wayne)*  
15770 James Cousins Freeway  
Detroit, Michigan 48238  
(313) 832-4600  
www.detroiturbanleague.org

**Urban League of Essex County**  
*(Essex, Morris and Passaic)*  
508 Central Avenue  
Newark, NJ 07107-1430  
(973) 624-9535  
www.ulec.org

**Urban League of Palm Beach County**  
*(Broward and Miami-Dade)*  
1700 N. Australian Avenue  
West Palm Beach  
Florida 33407  
(561) 833-1461  
www.ulpbc.org

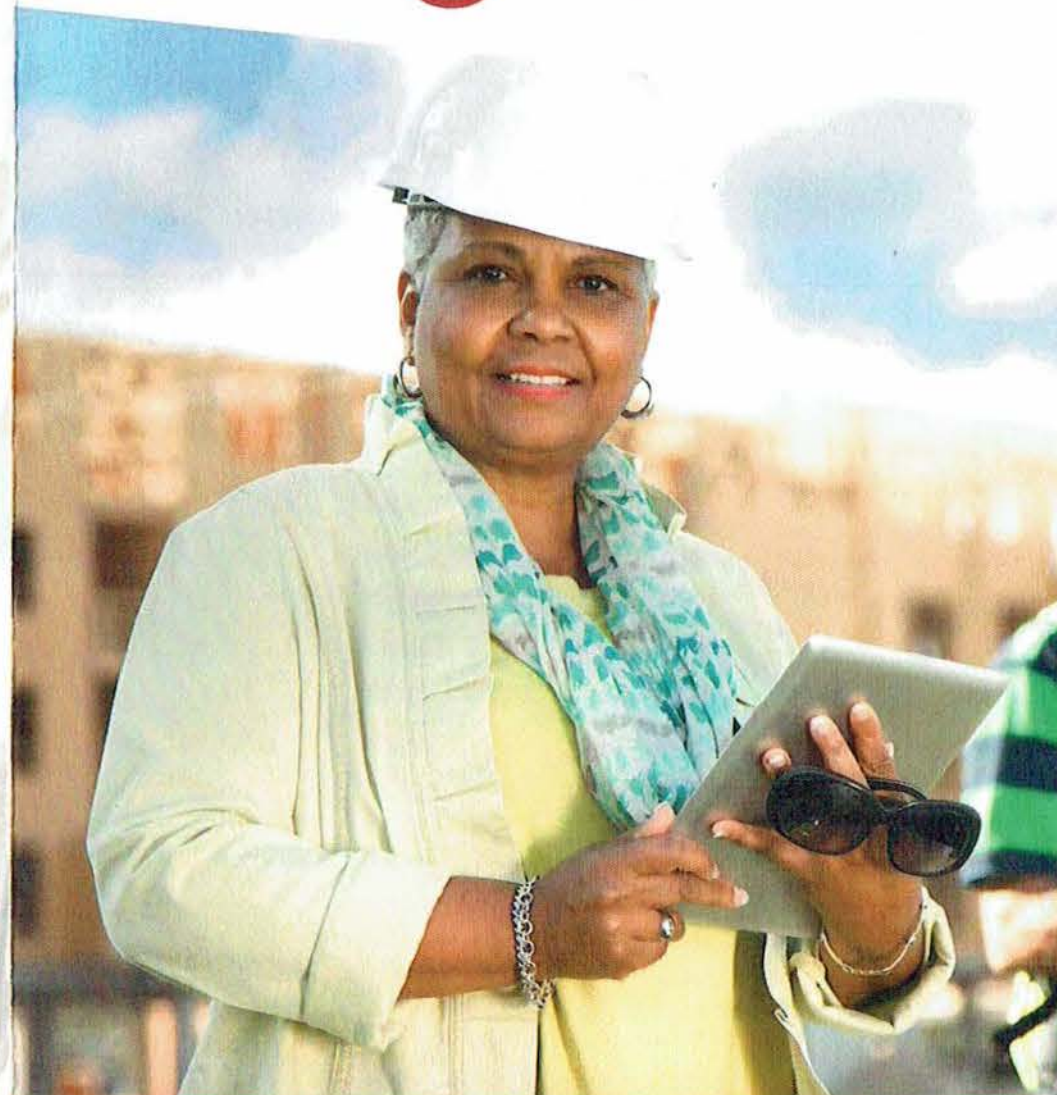
Fort Lauderdale, Florida  
(954) 858-5884

Miami, Florida  
(305) 871-2820

**Urban League of Westchester**  
*(Nassau, Queens and Suffolk)*  
600 N. Albany Avenue  
Suite 6A  
Amityville, New York 11701  
(914) 428-6300  
www.ulwc.org



National  
Urban League



## Urban Seniors Jobs Program

*Providing valuable employment opportunities for businesses today.*

*"I worked in the medical field, but wanted to do something new; I wanted to work in an office. I was placed where I had a chance to learn so much, and was eventually hired to work in the company's resource room. I love my job!"*

- Lauren  
Urban Seniors Jobs Program Participant

*"When I started in the Urban Seniors Jobs Program, I wanted to take everything and attend everything so I didn't miss anything. This allowed me to find out what I really wanted to do, which was to be in social work. If it wasn't for this program, I don't know where I would be."*

- Gwendolyn  
Urban Seniors Jobs Program Participant

*"The Urban League of Essex County (ULEC) has helped me to better myself, improve my confidence and my skills. The training that I have received is really preparing me for the future. When I started here in the USJP I took a typing test using the Beacon Typing System at ULEC and set a goal to improve my rate of 15 words per minute. I improved my typing rate to 45 words per minute."*

- Carmen  
Urban Seniors Jobs Program Participant

We are empowering people to realize or relearn how to be self-reliant in a challenging society. It's more than giving everyone a fair chance. It's helping individuals and families elevate their standard of living. When this is achieved, our entire country reaps limitless social and economic benefits.

### **I Am Empowered**

The National Urban League turned 100 in 2010. Led by CEO, Marc H. Morial, the League is celebrating by rallying America around who we are now and in the future with a vision for the 21st Century: Empowering Communities - Changing Lives.

It meaningfully sets four important goals and encourages all Americans to make a pledge to help us achieve each one by 2025:

Every American has access to jobs with a living wage and good benefits.

Every American child is ready for college, work and life.

Every American lives in safe, decent, affordable and energy efficient housing on fair terms.

Every American has access to quality and affordable health care solutions.

I am Empowered has become a powerful contemporary voice for the National Urban League. In less than one year, iamempowered.com grew to become the number one social networking website of its kind. The I Am Empowered campaign continues to be embraced across the nation. Join the community [www.iamempowered.com](http://www.iamempowered.com).

Since 1910, the National Urban League has remained committed to elevating the standard of living in historically underserved communities. Encouraging economic and personal self-reliance is at the heart of what we do for individuals and families.

Our Workforce Development Program is one of several National Urban League programs that improve the lives of the more than 2 million people we serve annually. The National Urban League's Urban Seniors Jobs Program is devoted to helping those over 55 achieve self-reliance through career counseling, job placement, retention and advancement.

The Urban Seniors Jobs Program is offered through local Urban League Affiliates. Each Affiliate manages the program and maintains a pool of qualified workers where employers can find reliable, experienced applicants.

#### Opportunity Goes Both Ways

The Urban Seniors Jobs Program uniquely benefits both the employer and employee. Not only does it allow employers to hire and train with confidence. At no cost to the business, it can also change someone's life.

#### Taking The Work And Cost Out Of Hiring

- Train Your Way. On-the-job experience is set, controlled and conducted by the employer.
- No Cost Human Resource Support. Provided for each employee for the first year of hiring.
- Qualified applicants. They are pre-screened, pre-trained, skilled and job-ready.
- Targeted Applicants. Each applicant is matched to specific job requirements.

The economy in recent years has expanded the job market, and today's workforce is the most diverse and dynamic in the nation's history. While there are more choices, selecting the right employee can be more time-consuming and expensive. The Urban Seniors Jobs Program simplifies the hiring and training process with no cost to your business. What's more, the participants we bring you are prepared and job ready.

#### The Advantages:

- A pool of qualified participants to train your way
- Participants are pre-screened
- We match each applicant to your specifications and job description
- On-The-Job training is planned and conducted by you at your workplace
- You can try out potential employees with no cost to your business

#### Financial and Operational Benefits for your Business

- We pay 100% of salary during the on-the-job training
- Participants are covered by third party workers compensation during training.
- We act as Human Resource Support for the first year of employment
- Participation may qualify your company for workforce Investment tax credits
- Paperwork is limited and simplified

The Urban Seniors Jobs Program offered and managed through your local National Urban League Affiliate. It is open to any size business operating year-round. The only obligation is that you consider hiring the trainees you select if they satisfactorily complete their on-the-job experience.

Equal Opportunity Employer/Program "Auxiliary aids and services are available upon request to Individuals with disabilities."

The National Urban League has served communities across the country for 107 years. Led by CEO, Marc H. Morial, since 2003, the League is celebrating by rallying America around who we are now and in the future with a vision for the 21st Century:

Empowering Communities - Changing Lives.

## The National urban League

Our Urban Seniors Jobs Program reveals and illuminates the ability and dedication that an experienced, seasoned worker can bring to any business enterprise. Increasingly, businesses that participate in this program are discovering the advantages that maturity can bring to the workplace.

These are individuals with a proven desire to be self-reliant who have been pre-screened and pre-trained on today's technologies and processes. They come to you with recent job experience, eager and enthusiastic to earn a job. Urban Seniors Jobs Program participants aren't just working for a paycheck, they genuinely want to make a difference.

Since 1910, The National Urban League has remained committed to elevating the standard of living in historically underserved communities. We promote the necessities of economical and personal self-reliance. Our participants uniquely embody the values hard work and accountability to achieve this goal. They are up-to speed and prepared for the workforce.

Unique among job training programs, we fully cover each applicant's salary during the on-the-job training period. We also provide one year of HR support and other valuable benefits to your company.

As a CEO, I know the challenges that come with hiring and managing employees. I am very pleased we can offer this program that is changing people's lives and making a positive impact on the employers that hire them. Help us make the difference.

- Marc H. Morial  
President & CEO

## AN ADVANTAGE FOR YOUR BUSINESS

The Urban Seniors Jobs Program is a way to give back to your community and make a sound investment in your business, while providing an opportunity for someone who has richly earned it.

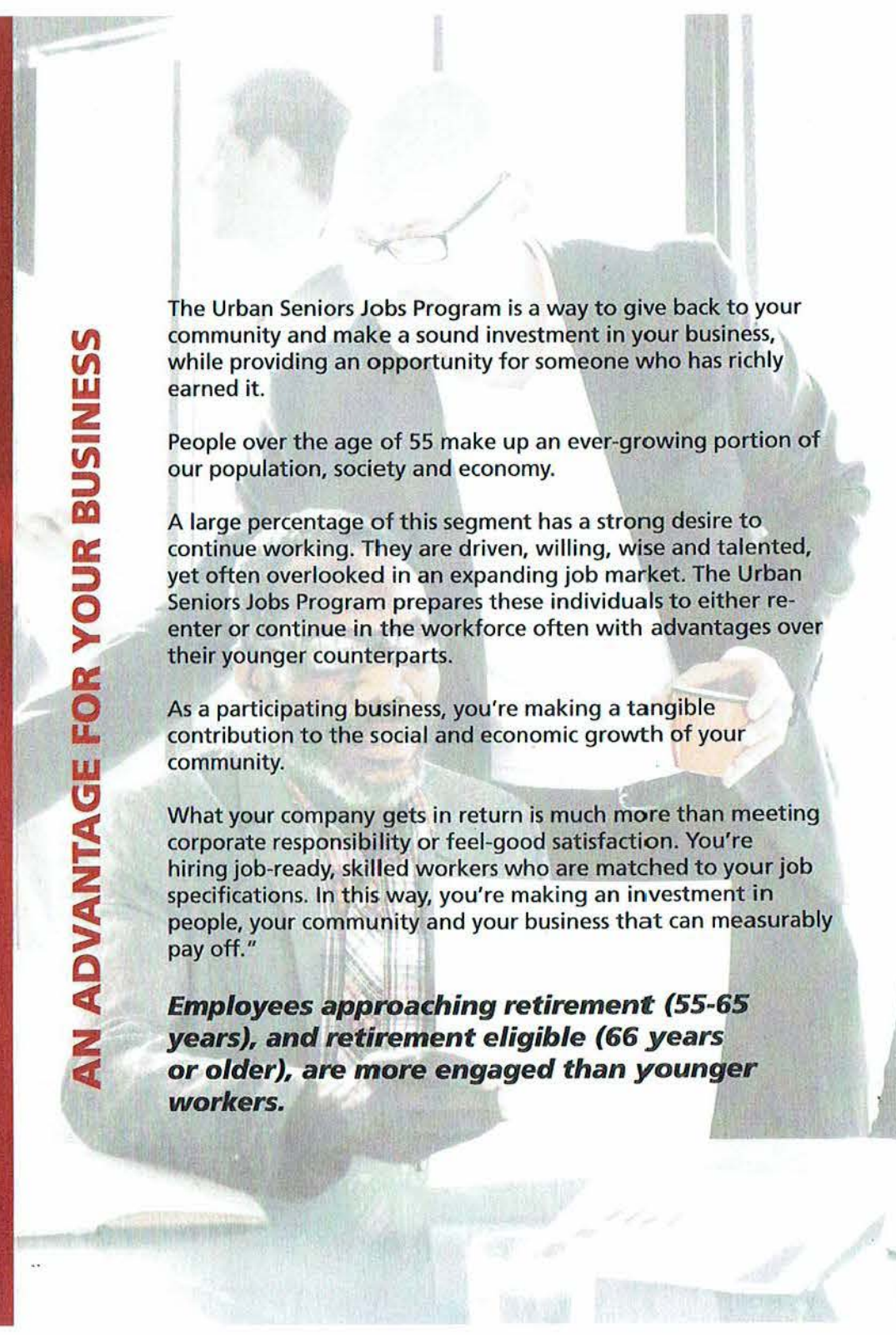
People over the age of 55 make up an ever-growing portion of our population, society and economy.

A large percentage of this segment has a strong desire to continue working. They are driven, willing, wise and talented, yet often overlooked in an expanding job market. The Urban Seniors Jobs Program prepares these individuals to either re-enter or continue in the workforce often with advantages over their younger counterparts.

As a participating business, you're making a tangible contribution to the social and economic growth of your community.

What your company gets in return is much more than meeting corporate responsibility or feel-good satisfaction. You're hiring job-ready, skilled workers who are matched to your job specifications. In this way, you're making an investment in people, your community and your business that can measurably pay off."

**Employees approaching retirement (55-65 years), and retirement eligible (66 years or older), are more engaged than younger workers.**



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

**ITEM TITLE:** Police Department Vehicle Quotes  
**For the Meeting of:** March 12, 2020  
**Submitted by:** City Manager/Police Department Chief  
**Date Submitted:** March 3, 2020  
**Funds Required:** Yes  
**Account number:** 60649  
**Amount Budgeted:** \$75,000.00 transfer from public safety impact fees approved for two new police vehicles in the FY 2019-20 budget.

**Amount Required:** \$72,300.75  
**Balance Remaining:** \$2,699.25  
**Attachments:** Yes, police department vehicle memoranda with vehicle quotes.

**Item Description:** Police Department Vehicle Quotes:

- i. **Police Department Admin/Evidence Vehicle**
- Prestige Ford Mount Dora, Florida, \$23,192.00
  - Garber Ford Inc. Green Cove Springs, Florida, \$22,997.00 (recommended), and
  - Bartow Ford Bartow, Florida, \$26,831.66

With the following Installations of similar emergency lighting:

- HG2 Emergency Lighting Orlando, Florida, \$3,523.00 and
- Dana Safety Supply Inc., Orlando, Florida, \$3,027.80 (recommended)

Rough Country Lockable Hard Bed Cover Installed, \$1,000.00

Total package for Administration/Evidence Vehicle, \$27,024.80

Total Budgeted for Administration/Evidence Vehicle, \$27,500.00

- ii. **Police K-9 Patrol Vehicle** (state bid from Garber Auto Group in Green Cove Springs, Florida) includes free delivery.
- 2020 Dodge Durango Pursuit K-9 AWD, \$28,461.00 (recommended)
  - 2020 Chevrolet Tahoe Pursuit 4WD, \$38,722.00
  - 2020 Ford Utility Police Interceptor SUV AWD, \$35,514.00

Lighting and equipment Packages:

- Hg2 Emergency Lighting , \$13,559.95 (recommended) and
- Dana Safety Supply, \$15,543.62

Provision in-car video w/mic system, \$3,255.00

Total Package for K9 Vehicle, \$45,275.95

Total Budgeted for K9 Vehicle, \$47,500.00

<b>Action to be Taken:</b>	City Commission discretion
<b>Staff's Recommendation:</b>	Approval as shown underlined above.
<b>Additional Comments:</b>	None
<b>City Manager Review:</b>	Yes
<b>Mayor Authorization:</b>	Yes

## 2020 Police SUV K9 Vehicle Quotes

The Police Department budgeted \$47,500 to be used in the purchase of a K9 Patrol Unit this fiscal year. The current K9 vehicle has served in such capacity for 7 years which has exceeded the average effective age of a police SUV which is 6 years. The current K9 vehicle also poses a concern with only one access to the K9 compartment which is the back hatch. The hatch must be opened in order for our kennel door to open. The concern is that we are currently unable to get the K9 out of the patrol car if the rear hatch is damaged in a crash or as a result of a mechanical failure. Breaking a window would allow access to the rear area but still would not allow the kennel to open. The safe practice transport method for Police K9 is to utilize the rear seat (mid seat) passenger compartment as your K9 transport area. This allows two access points to the K9 at all times.

All Prices are state bid and from Garber Auto Group in Green Cove Springs Fl

Prices include delivery.

2020 Dodge Durango Pursuit K9 Vehicle AWD (WDEE75) = \$27,476.00 + Spot Light \$596 = **\$28,461.00 (RECOMMENDED)**

2020 Chevrolet Tahoe Police Pursuit 4WD K9 Vehicle (CK15706,9C1) = \$38,176.00 + Spot Light \$546 = **\$38,722.00**

2020 Ford Utility Police Interceptor AWD K9 Vehicle (K8A, 500A) = \$34,968.00 + Spot Light \$546 = **\$35,514.00**

The vehicle prices above do not include lights and equipment packages. The below quotes have been received from the reputable emergency lighting companies in Central Florida. Both quotes are comparable in equipment and lighting. Quotes include installation.

K-9 Package Pricing:



Hg2 Emergency Lighting: \$13,559.95 (RECOMMENDED)

Dana Safety Supply: \$15,543.62

Provision in-car video system w/mic: \$3255.00

Complete patrol ready price: \$45,275.95

Total Budgeted for K9 vehicle purchase: \$47,500.00

Balance Remaining: \$2224.05

My recommendation at this time is to take the bid on the 2020 Dodge Durango. This vehicle will serve the purpose of a police pursuit equipped K9 vehicle. The interior space is actually larger than that of the Ford Interceptor SUV. The only complaint noted with the Durango is the carpet flooring in the rear passenger (prisoner transport) area. This is not a factor with a K9 vehicle due to the K9 enclosure having its own elevated sealed floor system.









Admin Vehicle



**Fruitland Park Police Department**

UNSPSC C Code	25101507
Line #	8
Unit Description	R4E

Prepared for: \_\_\_\_\_ Prepared by: \_\_\_\_\_

**2/14/2020**  
 Fruitland Park Police Department  
 Attn: Chief Erik Luce  
[eluce@fruitlandpark.org](mailto:eluce@fruitlandpark.org)  
 (352) 360-6655

**Garber Ford, Inc.**  
 Ryan Davis  
 (904) 264-2442 ext.2350 FAX: (904) 284-0054  
 3380 Hwy 17 Green Cove Springs, FL 32043  
[rdavis@garberautomall.com](mailto:rdavis@garberautomall.com)



DEPARTMENT OF MANAGEMENT  
**SERVICES**

Prices are published by the State of Florida Department of Management Services  
[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements)  
 Purchasing contract number is 25100000-19-1, expiring November 16, 2020 for Motor Vehicles. If you have any questions regarding this quote please call!

		Base Price		
R4E	<b>2020 Ford Ranger XL 2WD SuperCrew 5' Box</b>			<b>\$22,997.00</b>
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
100A	Equipment Group 100A Base	Included		\$0.00
99H	Engine: 2.3L EcoBoost -inc: auto start-stop technology	Included		\$0.00
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included		\$0.00
YZ	Oxford White (Or Standard Paint Color)	Included		\$0.00
QH	Ebony, Front Cloth Bucket Seats	Included		\$0.00
153	Front License Plate Bracket	N/C		\$0.00
STD	Full Vinyl/Rubber Floor Covering	Included		\$0.00
STD	HVAC -inc: Underseat Ducts	Included		\$0.00
T&D	Temporary Tag and Delivery	Included		\$0.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>				<b>\$ 22,997.00</b>

Adrian Vehreck

February 19, 2020



**Fruitland Park Police Department  
Chief of Police Erik Luce**

DESCRIPTION		
R1E	2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL	
99H	2.3L EcoBoost Engine	
44U	Electronic 10- Speed Automatic	
101A	Equipment Package Includes: Includes auto start-stop technology, 3.73 Axle Ratio, Tires: P255/70R16 A/S BSW, 16" Silver Steel Wheels, Front Cloth Bucket Seats Includes manual 4-way adjustable driver/passenger with manual lumbar, flow-through console and floor shifter, AM/FM Stereo Includes Bluetooth pass thru and 1 USB port, Cruise Control, Day/Night Rearview Mirror, Perimeter Anti-Theft Alarm, Power Glass Sideview Mirrors, Remote Key Fob w/Tailgate Lock, 6 Speakers, SYNC Includes enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink and 1 smart charging USB port.	
53R	Trailer Tow Package	
	Factory Invoice	\$26,404.00
	Government Price Concession Discount	\$1,100.00
	4.06% Contract Discount	\$1,027.34
	Classic Series 1000 lb. capacity Bed Slide	\$1,175.00
	Spray In Bedliner	\$485.00
	Revolver X2 hard roll up Tonneau cover	\$895.00
<b>TOTAL PURCHASE AMOUNT PER UNIT</b>		<b>\$26,831.66</b>

Pricing in accordance with the Charlotte County contract # 2018000509

**If you have any questions or need any additional information please feel free contact me anytime.**

Sincerely Yours,  
Richard Weissinger  
Commercial Fleet Sales  
Direct Line (813) 477-0052  
Fax (863) 533-8485



HG2 Emergency Lighting  
 477 N Semoran Blvd  
 Orlando, FL 32807

407-426-7700  
 sales@hg2lighting.com

407-426-7700  
 www.hg2lighting.com

# Estimate

Date	Estimate No.
03/02/20	2818

Name/Address
Fruitland Park Police Dept 506 W Berckman St Fruitland Park, FL 34731

Ship To
Fruitland Park Police Dept Chief Eric Luce 506 W Berckman St Fruitland Park, FL 34731

Project	P.O. No.	Terms	Due Date	REP
		Due on receipt	03/02/20	AB

Item	Description	Quantity	Cost	Total
WHL-LEG-BRW A	Whelen Legacy Lightbar Red/Blue with Full Flood Takedown and Rear Amber Traffic Advisor	1	1,750.00	1,750.00T
HG22PC62BR	Blue/Red 60" 2 Piece Side Runner Kit	1	599.00	599.00T
Grill Lights	Grill Lights 4 Pack Blue/Red	1	499.00	499.00T
Rear Visor	Rear Visor	1	699.00	699.00T
HG2STB	4 Corner Strobe Lights Blue & Red	1	400.00	400.00T
HG2QTRINTSU V-BR	Blue/Red Side Cargo Window Lights Dodge Durango	1	499.00	499.00T
Misc	Rear Tailight Flasher	1	405.00	405.00
SA315P	Whelen 100 Watt Speaker	1	179.00	179.00T
SAK1	Whelen Universal Speaker Bracket	1	0.00	0.00T
HHS3200	Whelen HHS3206 Controller	1	399.00	399.00T
HG2DS1-BR	Blue/Red DS-1 Light Head	2	98.00	196.00T
Misc	Havis C-VS-1800-DUR-1 Console For Dodge Durango Pursuit	1	599.00	599.00
Misc	Pedestal Mount Laptop Stand	1	499.00	499.00
Misc	Laptop Cradle Universal	1	209.00	209.00
TH750	Thor 750 Watt Inverter	1	85.00	85.00
Misc	American Aluminum K9 EZ Insert	1	2,499.00	2,499.00
Misc	AceK9 Heat Alarm Pro	1	799.00	799.00
Misc	No K9 Left Behind	1	69.00	69.00
Misc	Engine Stall Sensor	1	129.00	129.00
Misc	10" Fan Kit	1	239.00	239.00
Misc	Heavy Duty Fan Guard	1	85.00	85.00
Misc	Smoke Detector	1	104.95	104.95
Misc	Carbon Monoxide Detector	1	165.00	165.00
Misc	Push Bumper	1	499.00	499.00
			<b>Total</b>	





HG2 Emergency Lighting  
 477 N Semoran Blvd  
 Orlando, FL 32807

407-426-7700  
 sales@hg2lighting.com

407-426-7700  
 www.hg2lighting.com

# Estimate

Date	Estimate No.
03/02/20	2818

Name/Address
Fruitland Park Police Dept 506 W Berckman St Fruitland Park, FL 34731

Ship To
Fruitland Park Police Dept Chief Eric Luce 506 W Berckman St Fruitland Park, FL 34731

Project	P.O. No.	Terms	Due Date	REP
		Due on receipt	03/02/20	AB

Item	Description	Quantity	Cost	Total
Labor	Labor/Installation	1	2,250.00	2,250.00T
	Sales Tax		0.00%	0.00
			<b>Total</b>	<b>\$13,855.95</b>

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

<b>Sales Quote No.</b>	328186-B
<b>Customer No.</b>	FRUIT

Bill To
CITY OF FRUITLAND PARK ATTN: A/P 506 WEST BERCKMAN STREET FRUITLAND PARK, FLORIDA 34731 USA

Ship To
DSS ORLANDO 4832 N. OBT ORLANDO, FLORIDA 32810 USA

**Contact: CHIEF ERIK D. LUCE**  
**Telephone:**  
**E-mail:**

**Contact: INSTALL SHOP**  
**Telephone:**  
**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
02/28/20	GROUND	FOB DESTINATION	DURANGO K9	cash	
Entered By		Salesperson	Ordered By	Resale Number	
JEFF BOEBINGER		JEFF BOEBINGER-Orlando	CHEIF ERIK LUCE		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	BK0534DUR11 SMC PB400 ALUMINUM PUSH BUMPER 2011-19 DURANGO Warehouse: ORLAN Vin #: 2011-2019 DODGE DURANGO ***** MOUNTED ON FRONT BUMPER TO HOLD 1206 EXT BAR AND OUT BOARD MOUNTED SPEAKERS WIDE SPREAD.	269.9800	269.98
1	1	Y	ENFTCDXS1206 SOI NFORCE 6 MOD EXT TRAFFIC CONTROLLER - DUAL COLOR Warehouse: ORLAN Vin #: ** SEE ATTACHED CONFIGURATION FORM** 6 MODULE EXTERIOR TRAFFIC CONTROLLER 12 LEDS PER DUAL COLOR HEAD COLORS: AMBER, BLUE, RED, WHITE MOUNTING BRACKETS INCLUDED. ***** MOUNTED ON FRONT PUSH BAR BELOW UPPER BAR, RED AND BLUE WITH WHITE TAKE DOWN OVER RIDE.	568.0000	568.00
2	2	Y	ETSS100N SOI SERIES 100N SPEAKER INCLUDES BAIL BRKT Warehouse: ORLAN Vin #: MOUNTED ON FRONT BUMPER BELOW CENTER SUPPORT BAR, WIDE SPREAD MOUNTED.	149.0000	298.00

<b>Print Date</b>	03/02/20
<b>Print Time</b>	08:47:25 PM
<b>Page No.</b>	1

Printed By: JEFF BOEBINGER

Continued on Next Page

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Contact: CHIEF ERIK D. LUCE  
 Telephone:  
 E-mail:

Contact: INSTALL SHOP  
 Telephone:  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/20	GROUND	FOB DESTINATION	DURANGO K9	cash
Entered By		Salesperson	Ordered By	Resale Number
JEFF BOEBINGER		JEFF BOEBINGER-Orlando	CHEIF ERIK LUCE	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ETSA482RSP SOI nERGY 400 SERIES DUAL TONE SIREN Warehouse: ORLAN Vin #: FULL FEATURE 200 WATT DUAL TONE REMOTE SIREN	489.6000	489.60
8	8	Y	EMPS2QMS4J SOI MPOWER FASCIA 4"12-LED QUICK MNT RED/BLUE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE \$196.00 2 MOUNTED ON FRONT LOWER BAR OF PUSH BAR 1 MOUNTED ON EACH SIDE OF PUSH BAR -2 1 MOUNTED ON LOWER FOG LIGHT AREA OF BUMPER - 2 2 MOUNTE INSIDE REAR DECK SWITCH WHEN UP.	98.0000	784.00
2	2	Y	ENT2B3J SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT RED/BL Warehouse: ORLAN Vin #: UNIVERSAL 180 DEGREE EXTERNAL UNDER-MIRROR OR SURFACE MOUNT ***** ***** MOUNTED UNDER EACH MIRROR ON EACH SIDE, CRUISE FEATURE ENABLED.	138.0000	276.00

Print Date	03/02/20
Print Time	08:47:25 PM
Page No.	2

Printed By: JEFF BOEBINGER

Continued on Next Page

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 4809 KOGER BLVD  
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Customer No.	FRUIT

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CITY OF FRUITLAND PARK  
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 506 WEST BERCKMAN STREET  
 FRUITLAND PARK, FLORIDA 34731  
 USA

DSS ORLANDO  
 4832 N. OBT  
 ORLANDO, FLORIDA 32810  
 USA

Contact: CHIEF ERIK D. LUCE  
 Telephone:  
 E-mail:

Contact: INSTALL SHOP  
 Telephone:  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/20	GROUND	FOB DESTINATION	DURANGO K9	cash
Entered By		Salesperson	Ordered By	Resale Number
JEFF BOEBINGER		JEFF BOEBINGER-Orlando	CHEIF ERIK LUCE	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENL160J SOI 60" NLINE RUNNING LIGHT RED/BLUE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE \$650.00 EACH	305.0000	610.00
1	1	Y	MOUNTED ON LOWER CAB ON EAC SIDE. 7160-1047 GJ, DURANGO CONSOLE Warehouse: ORLAN Vin #:	366.8000	366.80
1	1	Y	7160-0846 GJ DUAL INTERNAL CUPHOLDER FOR CONSOLE BOX Warehouse: ORLAN Vin #:	32.0000	32.00
1	1	Y	OP-5302-USB BROOKINGS 3 12 VOLT POWER POINT Warehouse: ORLAN Vin #:	39.0000	39.00
1	1	Y	SEN-CSW412 SENSATA 400 WATT PURE SINE OUTLET USB Warehouse: ORLAN Vin #: MOUNTED ON SIDE OF CONSOLE LOWER PASSENGER SIDE, POWERED IGNITION.	162.0000	162.00
1	1	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: ORLAN Vin #:	28.0000	28.00

Print Date	03/02/20
Print Time	08:47:25 PM
Page No.	3

Printed By: JEFF BOEBINGER

Continued on Next Page

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DSS ORLANDO  
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Contact: CHIEF ERIK D. LUCE  
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 E-mail:

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/20	GROUND	FOB DESTINATION	DURANGO K9	cash
Entered By		Salesperson	Ordered By	Resale Number
JEFF BOEBINGER		JEFF BOEBINGER-Orlando	CHEIF ERIK LUCE	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	DS-138 GJ LOWER TUBE MOUNT FOR FLAT VERTICAL SURFACES Warehouse: ORLAN Vin #:	37.9300	37.93
1	1	Y	7160-0178 GJ 7 INCH CENTER UPPER POLE ASSEMBLY Warehouse: ORLAN Vin #:	48.2000	48.20
1	1	Y	7160-0220 GJ MONGOOSE 9 LOCKING SLIDE ARM W/TILT SWIVEL Warehouse: ORLAN Vin #: MOUNTS TO POST OR TO FLAT SURFACE(DASH, DOGHOUSE, OR CONSOLE) ***** ***	182.0000	182.00
1	1	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: ORLAN Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** REPLACES NP-NOTEPAD4-XL *****	189.0000	189.00

Print Date	03/02/20
Print Time	08:47:25 PM
Page No.	4

Printed By: JEFF BOEBINGER

Continued on Next Page

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Contact: CHIEF ERIK D. LUCE  
 Telephone:  
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 Telephone:  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
02/28/20	GROUND	FOB DESTINATION	DURANGO K9	cash	
Entered By		Salesperson	Ordered By	Resale Number	
JEFF BOEBINGER		JEFF BOEBINGER-Orlando	CHEIF ERIK LUCE		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	7110-1012 GJ PASSENGER SIDE ARM REST FOR TAHOE CONSOLE Warehouse: ORLAN Vin #:	69.8000	69.80
1	1	Y	K9-D25 HAV K9 transport system For 2011-2019 Dodge Durango Warehouse: ORLAN Vin #: ***** * K9 transport system For 2011-2019 Dodge Durango vehicle Unique white powder coat finish Easy to install Fabricated from Heavy-duty aluminum for long-lasting durability Designed to maximize driver seat travel SUV kit housing with one front sliding door, aluminum fold-down interior window guards and door panels package includes: Includes heavy duty rubber mat and interior LED dome light 10" fan K9-A-301 can be mounted to window guards (sold separately) Rear bulkhead include mounting location for K9-A-301 fan (sold separately) ***** *	2,103.4000	2,103.40
1	1	Y	K9-A-301 HAV 10 INCH, 650 CFM FAN FOR K-9 TRANSPORT INSERT Warehouse: ORLAN Vin #:	321.3100	321.31

Print Date	03/02/20
Print Time	08:47:25 PM
Page No.	5

Printed By: JEFF BOEBINGER

Continued on Next Page

# Sales Quote

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 4809 KOGER BLVD  
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	328186-B
Customer No.	FRUIT

Bill To
CITY OF FRUITLAND PARK ATTN: A/P 506 WEST BERCKMAN STREET FRUITLAND PARK, FLORIDA 34731 USA

Ship To
DSS ORLANDO 4832 N. OBT ORLANDO, FLORIDA 32810 USA

Contact: CHIEF ERIK D. LUCE  
 Telephone:  
 E-mail:

Contact: INSTALL SHOP  
 Telephone:  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
02/28/20	GROUND	FOB DESTINATION	DURANGO K9	cash	
Entered By		Salesperson	Ordered By	Resale Number	
JEFF BOEBINGER		JEFF BOEBINGER-Orlando	CHEIF ERIK LUCE		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	HD-RBM-27-400 ACEK9 REMOTE PAGER MODULE Warehouse: ORLAN Vin #:	308.7500	308.75
1	1	Y	HB5020B ACE K9 HOT N POP Warehouse: ORLAN Vin #:	1,234.0500	1,234.05
1	1	Y	GK0068E SMC SINGLE T-RAIL MT W/ELECTRIC BLAC-RAC LOCKING HEAD Warehouse: ORLAN Vin #:	539.0000	539.00
2	2	Y	ENFDGS3JJ SOI DUAL NFORCE DECK/GRILL 12 LED LT R/B-R/B Warehouse: ORLAN Vin #: 1 MOUNTED IN EACH REAR CARGO WINDOW ON EACH SIDE LOWER.	194.0000	388.00
1	1	Y	EMPLB SOI MPOWER 48" LIGHTBAR CUSTOM FULL DUO SEE ATTACHED Warehouse: ORLAN Vin #:	1,498.0000	1,498.00
1	1	Y	TK0248DUR11 SMC CARGO BOX DSC/BSC Warehouse: ORLAN Vin #:	898.0000	898.00

Print Date	03/02/20
Print Time	08:47:25 PM
Page No.	6

Printed By: JEFF BOEBINGER

Continued on Next Page

# Sales Quote

DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	328186-B
Customer No.	FRUIT

**Bill To**

CITY OF FRUITLAND PARK  
 ATTN: A/P  
 506 WEST BERCKMAN STREET  
 FRUITLAND PARK, FLORIDA 34731  
 USA

**Ship To**

DSS ORLANDO  
 4832 N. OBT  
 ORLANDO, FLORIDA 32810  
 USA

Contact: CHIEF ERIK D. LUCE  
 Telephone:  
 E-mail:

Contact: INSTALL SHOP  
 Telephone:  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/28/20	GROUND	FOB DESTINATION	DURANGO K9	cash
Entered By		Salesperson	Ordered By	Resale Number
JEFF BOEBINGER		JEFF BOEBINGER-Orlando	CHEIF ERIK LUCE	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	EML6E20RB SOI ML6 LED FLUSH MNT LIGHT, RED/BLUE Warehouse: ORLAN Vin #: MOUNTED ON REAR BUMPER 2 ON REAR AND 2 ON SIDES ALTERNATING	59.4000	237.60
2	2	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: ORLAN Vin #: MOUNTED ON REAR DECK ON EACH SIDE OF LICENSE PLATE ALTERNATING, TRIO LIGHT HEAD, RED TIED INTO BRAKE LIGHTS, WHITE TIED INTO REVERSE LIGHTS. RED/ BLUE FLASH.	102.0000	204.00
1	1	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: ORLAN Vin #: WIRED TO REAR TAIL LIGHTS TO ALTERNATE FROM OUTER TO INNER.	46.2000	46.20
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN Vin #: TINT 20% AROUND ALL BACK WINDOWS OVER FACTORY TINT, 20% FRONT TWO, WITH WINDHIELD STRIP	330.0000	330.00

Print Date	03/02/20
Print Time	08:47:25 PM
Page No.	7

Printed By: JEFF BOEBINGER

Continued on Next Page



# Sales Quote

DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

Telephone: 800-845-0405

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Customer No.	FRUIT

**Bill To**

CITY OF FRUITLAND PARK  
 ATTN: A/P  
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 FRUITLAND PARK, FLORIDA 34731  
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**Ship To**

DSS ORLANDO  
 4832 N. OBT  
 ORLANDO, FLORIDA 32810  
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Contact: CHIEF ERIK D. LUCE  
 Telephone:  
 E-mail:

Contact: INSTALL SHOP  
 Telephone:  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
02/28/20	GROUND	FOB DESTINATION	DURANGO K9	cash	
Entered By	Salesperson	Ordered By	Resale Number		
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	CHEIF ERIK LUCE			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	235.0000	235.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN Vin #: INSTALLATION OF LIGHTING PACKAGE LISTED ABOVE AND K9 HAVIS SYSTEM WITH ACE K9 5020B SYSTEM.  50 HOURS INSTALLATION	2,750.0000	2,750.00

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

Approve All Items & Quantities

**Quote Good for 30 Days**

Print Date	03/02/20
Print Time	08:47:25 PM
Page No.	8

Subtotal	15,543.62
Freight	0.00
<b>Order Total</b>	<b>15,543.62</b>

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**MOTOR VEHICLES (2510000-19-1)**

**Exhibit D.1: Price Sheet - Police Vehicles**

Commodity Code: 25101702 (POLICE VEHICLES)

Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>3</sup>	Organization Name <sup>5</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP Price (\$#,###)	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>									
										Adjustable Rear Air Shock Absorbers, Price (\$#,###)	Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Unity Spotlight LED, Price (\$#,###)	Push Bumper, Sixteen Inches High, Price (\$#,###)	Anti-Theft Security System, Automatic Activation, Price (\$#,###)	Alternating Lamp Flashers, Price (\$#,###)	Auxiliary Dome Light, Price (\$#,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$#,###)	Undercoating, Sprayed, Price (\$#,###)
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Chevrolet	15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)	N/A	Alan Jay Chevrolet-Cadillac, Inc.	\$ 38,376.00	15%	\$ 450.00	120	N/A	\$ 135.00	\$ 135.00	\$ 505.00	\$ 795.00	\$ 295.00	\$ 225.00	\$ 165.00	\$ 225.00	\$ 650.00
		16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)	N/A	Garber Chevrolet Buick GMC, Inc.	\$ 38,176.00	2%	\$ 650.00	90-120		\$ 149.00	\$ 149.00	\$ 546.00	\$ 546.00	\$ 246.00	\$ 149.00	\$ 126.00	\$ 69.00	\$ 698.00
	Dodge	17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)		Garber Chevrolet Buick GMC, Inc.	\$ 37,556.00	2%	\$ 250.00	90-120		\$ 149.00	\$ 149.00	\$ 546.00	\$ 546.00	\$ 246.00	\$ 149.00	\$ 126.00	\$ 69.00	\$ 698.00
					Garber Chrysler-Dodge Truck, Inc.	\$ 27,476.00	3%	\$ 600.00	90-120		\$ 149.00	\$ 149.00	\$ 596.00	\$ 546.00	\$ 246.00	\$ 256.00	\$ 126.00	\$ 66.00	
	Ford	18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)		Asbury Automotive Brandon, L.P. d/b/a Courtesy Chrysler-Jeep-Dodge	\$ 27,550.00	3%	\$ 595.00	90-120		\$ 175.00	\$ 175.00	\$ 395.00	\$ 795.00	\$ 295.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 695.00
					Garber Ford, Inc.	\$ 37,051.00	2%	\$ -	90-120		\$ 149.00	\$ 149.00	\$ 546.00	\$ 546.00	\$ 246.00	\$ 149.00	\$ 126.00	\$ 69.00	
					Duval Ford, LLC	\$ 37,538.00	5%	\$ 635.00	126		\$ 165.00	\$ 165.00	\$ 695.00	\$ 665.00	\$ 196.00	\$ 150.00	\$ 150.00	\$ 125.00	\$ 1,195.00
					Garber Ford, Inc.	\$ 39,620.00	2%	\$ -	90-120		\$ 149.00	\$ 149.00	\$ 546.00	\$ 546.00	\$ 246.00	\$ 149.00	\$ 126.00	\$ 69.00	
					Duval Ford, LLC	\$ 40,005.00	5%	\$ 725.00	126		\$ 165.00	\$ 165.00	\$ 695.00	\$ 665.00	\$ 196.00	\$ 150.00	\$ 150.00	\$ 125.00	\$ 1,195.00
					ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 34,590.00	3%	\$ 695.00	90-120		\$ 195.00	\$ 195.00	\$ 395.00	\$ 795.00	\$ 225.00	\$ 125.00	\$ 75.00	\$ 95.00	\$ 695.00
	19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)		Garber Ford, Inc.	\$ 34,968.00	2%	\$ 550.00	90-120	\$ 195.00	\$ 195.00	\$ 546.00	\$ 546.00	\$ 246.00	\$ 149.00	\$ 126.00	\$ 69.00			
				Alan Jay Ford Lincoln Mercury, Inc.	\$ 35,541.00	2%	\$ -	120	\$ 135.00	\$ 135.00	\$ 750.00	\$ 1,550.00	\$ 295.00	\$ 225.00	\$ 165.00	\$ 225.00	\$ 650.00		
		20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)	N/A	Garber Ford, Inc.	\$ 34,968.00	2%	\$ 550.00	90-120	\$ 195.00	\$ 195.00	\$ 546.00	\$ 546.00	\$ 246.00	\$ 149.00	\$ 126.00	\$ 69.00		
				O	Alan Jay Ford Lincoln Mercury, Inc.	\$ 35,541.00	2%	\$ -	120	\$ 135.00	\$ 135.00	\$ 750.00	\$ 1,550.00	\$ 295.00	\$ 225.00	\$ 165.00	\$ 225.00	\$ 650.00	

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

**ITEM TITLE:** Community Center Quotes  
**For the Meeting of:** March 12, 2020  
**Submitted by:** City Manager/Parks and Recreation Director  
**Date Submitted:** March 6, 2020  
**Funds Required:** Yes (See item description below.)  
**Account Number:** N/A  
**Amount Required:** N/A  
**Balance Remaining:** N/A  
**Attachments:** kitchen and bathroom quotes and spreadsheet

**Item Description:** Community Center Kitchen Cabinet and Bathroom installation following quotes:

- Timbertop:
  - Front serving and back sink areas, \$25,740.47; square edge tops \$1,085.94, and bathrooms, \$4,537.00, totaling \$31,363.41
  
- Home Art Corporation
  - Kitchen, buffet, and restrooms' vanities, \$26,373
  
- Florida Designer Cabinets
  - Not available. ("Too busy to bid.")

The amount of \$50,000 transferred from the municipal complex to the community center in the Community Redevelopment Agency's (CRA's) FY 2019-20 budget was approved by the CRA on January 23, 2020.

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

**Staff's Recommendation:** Recommend the selection and approval of Home Art Corporation

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

This quote is from Timbertop

Homecrest Montella, Maple, French Vanilla with Smoak Glaze in the front serving area and the bathrooms and Homecrest, Lautner, Maple, French Vanilla or Alpine with no glaze in all other areas, (front serving area, prep station, pantry, double oven wall section and back sink area), your cost for ordering the new cabinetry and installation would be \$25740.47. No countertops, faucets, plumbing, electrical is included in this quote.

Hi Def Mica / Square Edge Tops \$1085.94

Your granite cost for the bathrooms (no sink or faucets) and the front buffet area installed in a level 2 granite is: \$4537.00



Date:12-27-19

:Fruitland Park Community Building :

1. Furnish and install custom cabinetry in the kitchen prep area, main serving buffet, and the men and women’s restrooms.
2. All cabinets to be ¾ white melamine interiors.
3. Kitchen tops to be plywood substrate with laminate covering. The laminate color to be WA #5004-38 Dusk Cascade.
4. Kitchen cabinet and bathroom exteriors to be #949 white Atlantis raised panel foil door with matching veneers. We will reface existing uppers and bases and install new doors and hardware. We will fill in base area under countertop next to dishwasher.
5. Buffet cabinets to be a shaker door style painted Metro Gray.
6. The Buffet and bathroom tops are figured in a level 2 granite. Color to be determined. The bathroom vanity tops include an under mount sink. Faucet by owner.
7. Hardware for all areas to be #36558PNGM.
8. Drawings will be furnished for approval when proposal is accepted.
9. Price includes cabinetry, tops, delivery, installation & all applicable taxes.
10. A deposit of 50% down is required with balance upon completion.

**Cost breakdown per areas:**

\$ 13,974.00	Kitchen prep area
\$ 7,622.00	Buffet area
\$ 4,777.00	Men & Women’s restroom vanities
<b>\$ 26,373.00</b>	<b>Total</b>

Thank you;  
Greg Kimes

Sales Person Signature: \_\_ Greg Kimes \_\_\_\_\_

Date:12-27-19 \_\_\_\_\_

Customers Signature: \_\_\_\_\_

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

Home Art Corporation  
P.O. Box 637  
Fruitland Park, FL. 34731

Phone: (352) 326-3337  
FAX: (352) 326-8141  
[www.homeartcabinets.com](http://www.homeartcabinets.com)

## Recreation Bids

Quotes			
<i>Concrete @ Cales Complex</i>	Bay to Bay construction	\$ 23,200.00	<i>The cost of ti</i>
	Paquette	\$ 51,252.60	
	Rock Solid	No return call back	
<i>Community Building Cabinets</i>	Home Art	\$ 26,373.00	<i>Home Art is Building, mc</i>
	Timberwood	\$ 31,363.41	
	Florida Designer Cabinets	To busy to bid	
<i>City Hall Flooring</i>	Great Lakes Carpet & Tile	\$ 28,870.00	<i>Low bid is G project is a</i>
	Chris Lynch Flooring	\$ 36,599.00	
	Everyday Flooring	\$ 51,714.10	
<i>City Hall Painting</i>	Popes Precision Projects	\$ 7,000.00	<i>Low bid is project is a</i>
	Quality Painting	\$ 8,000.00	
	Champion Painting LLC	\$ 8,500.00	

Highlighted yellow areas are the preferred bids

*this project will be paid through funds from our Lake County Grant monies*

*the low bid for cabinets in the Community survey is already set aside in the CRA budget for this project*

*Great Lakes Carpet and Tile Money for this already budgeted in this fiscal year budget*

*Popes Precision Projects. Money for this already budgeted in this fiscal year budget*

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

**ITEM TITLE:** Northwest Lake Community Park (Cales Memorial Complex) Multipurpose Soccer Field – Concrete Quotes

**For the Meeting of:** March 12, 2020

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

**Date Submitted:** March 3, 2020

**Funds Required:** Yes (See item description below)

**Account Number:** N/A

**Amount Required:** N/A

**Balance Remaining:** N/A

**Attachments:** NW Lake Community Park concrete quotes and spreadsheet

**Item Description:** Northwest Lake Community Park (Cales Memorial Complex) Multipurpose Soccer Field concrete for the following quotes:

- Bay to Bay Construction, \$23,200;
- Paquette Company, \$51,252.00) and
- Rock Solid (not available “no return call back”).
  
- Parking Bumpers, Leesburg Concrete Company Inc., \$6,864 and
- Sidewalks/Miscellaneous, Paquette Company, \$61,752.50

The cost of the project will be paid through reimbursement of \$50,000 from Lake County.

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

**Staff’s Recommendation:** Recommend the selection and approval of Bay to Bay Construction.

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes





# PAQUETTE COMPANY

101 WEBER AVENUE  
LEESBURG, FL 34748  
PH. #(352) 365-0006 / FX. #(352) 315-0500

## CITY OF FRUITLAND PARK - CALES PARK SIDEWALKS AND MISC CONCRETE WORK

TO: **MRS MICHELLE YODER**  
[CITY OF F.P.](#)

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	6" CONCRETE FOR BLEACHERS W/ FIBER MESH	1,625	SF	\$8.50	\$13,812.50
2	6" CONCRETE PAVING 4,000 PSI W/ FIBER MESH (DOES NOT INCLUDE HANDICAPED)	2,920	SF	\$7.00	\$20,440.00
3	4" CONCRETE SIDEWALKS W/ FIBER MESH	4,000	SF	\$4.25	\$17,000.00
				<b>PROPOSAL TOTAL:</b>	<b>\$51,252.50</b>

### TERMS:

Net cash upon receipt of invoice, no retainage to be held. Subject to credit approval. All monies not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collection said monies, including Attorney fees and court cost will be due under this contract.

**ESTIMATE EXPIRATION:** THIS PROPOSAL IS VALID FOR 45 DAYS

### NOTES:

- \* EXISTING CRACKS MAY REFLECT THROUGH NEW ASPHALT
- \* VARIATIONS IN TEXTURE TO BE EXPECTED DUE TO MACHINE, TYPE OF MATERIAL AND HAND WORK
- \* DENISTY AND THICKNESS CAN VARY DUE TO THE LEVEL AND CONDITION OF THE EXISTING CONDITIONS
  
- \* **SCUFFING AND SCARING OF ASPHALT IS COMMON DURING THE CURING PROCESS WHICH IS TYPICALLY 1 YEAR MOST PREVELANT IN THE HOTTER MONTHS OF THE YEAR**
  
- \* NOT RESPONSIBLE FOR EXISTING SUB BASE AND BASE CONDITIONS
- \* ASPHALT OVERLAY CANNOT GUARANTEE TO CORRECT EXISTING DRAINAGE ISSUES
- \* PAVING FABRICS ARE AVAILABLE AND MAY HELP AREAS THAT HAVE EXISTING CRACKS BUT MAY STILL REFLECT THROUHG NEW ASPHALT
- \* TACK COAT WILL BE APPLIED AT THE DISCRESSION OF PAQCO, INC.
- \* A MIX DESIGN WILL BE PROVIDED PRIOR TO WORK BEING CONSTRUCTED
- \* ALL WORK PROVIDED BY PAQCO, INC. WILL BE WARANTEED FOR 1 YEAR FROM DATE OF ACCEPTANCE

PROPOSED BY:  
**PAQCO, INC.**

ACCEPTED BY:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

PROJECT MEETS EXPECTATIONS AND IS APPROVED

\_\_\_\_\_  
DATE



**Proposal - Precast Concrete**

DATE: 3/4/2020

PROPOSAL NO: BV-2020-069

Proposed Agreement Submitted To:

Michelle Yoder  
 City of Fruitland Park  
 506 W. Berckman Street  
 Fruitland Park, FL 34731  
 352-360-6734  
 352-516-9149 (M)  
[myoder@fruitlandpark.org](mailto:myoder@fruitlandpark.org)

Work to be performed at:

NORTHWEST LAKE PARK

QTY	DESCRIPTION		AMOUNT
143	6' LONG PARKING BUMPERS DELIVERED & INSTALLED	48.00/EA	\$6,864.00
	PROVIDE TAX EXEMPT CERTIFICATE OR ADD SALES TAX		\$461.84

**LEESBURG CONCRETE COMPANY, INCORPORATED IS A PCI CERTIFIED PLANT.**

Terms: Net 15 days upon approved credit

Payment is to be delivered to Leesburg Concrete, Inc. at 1335 Thomas Avenue, Leesburg, FL 34748

All material is as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance on above work. Workmen Compensation and Public Liability Insurance on above work to be taken out by Leesburg Concrete Company.

In the event this Proposal is accepted and the amount agreed to be paid is not timely received by Leesburg Concrete Company, Inc., then Leesburg Concrete Company, Inc. shall be entitled to reasonable attorney's fees, costs, and expenses to collect the amount owed. Unpaid balance shall accrue at the rate of 1.5% per month.

This proposal may be withdrawn if not accepted within 30 days

Respectfully Submitted

Signed   
 Ben Vizzi

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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

## Recreation Bids

Quotes			
<i>Concrete @ Cales Complex</i>	Bay to Bay construction	\$ 23,200.00	<i>The cost of t</i>
	Paquette	\$ 51,252.60	
	Rock Solid	No return call back	
<i>Community Building Cabinets</i>	Home Art	\$ 26,373.00	<i>Home Art is Building, mc</i>
	Timberwood	\$ 31,363.41	
	Florida Designer Cabinets	To busy to bid	
<i>City Hall Flooring</i>	Great Lakes Carpet & Tile	\$ 28,870.00	<i>Low bid is G project is a</i>
	Chris Lynch Flooring	\$ 36,599.00	
	Everyday Flooring	\$ 51,714.10	
<i>City Hall Painting</i>	Popes Precision Projects	\$ 7,000.00	<i>Low bid is project is a</i>
	Quality Painting	\$ 8,000.00	
	Champion Painting LLC	\$ 8,500.00	

Highlighted yellow areas are the preferred bids

*this project will be paid through funds from our Lake County Grant monies*

*the low bid for cabinets in the Community survey is already set aside in the CRA budget for this project*

*Great Lakes Carpet and Tile Money for this already budgeted in this fiscal year budget*

*Popes Precision Projects. Money for this already budgeted in this fiscal year budget*

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

**ITEM TITLE:** City Hall Quotes  
**For the Meeting of:** March 12, 2020  
**Submitted by:** City Manager/Parks and Recreation Director  
**Date Submitted:** March 3, 2020  
**Funds Required:** Yes (See item description below)  
**Account Number:** 30313  
**Amount Required:** N/A  
**Balance Remaining:** N/A  
**Attachments:** City hall quotes and spreadsheet

**Item Description:** City hall following quotes:

- Great Lakes Carpet & Tile, \$28,870;
- Chris Lynch Flooring, \$36,599, and
- Everyday Flooring, \$51,714.10

Funding of \$50,000 for a new floor and painting in the commission chambers approved in FY 2019-20 budget.

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

**Staff's Recommendation:** Recommend the selection and approval of Great Lakes Carpet & Tile

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes



GREAT LAKES CARPET & TILE, LLC  
 850 S. MAIN STREET  
 WILDWOOD, FL 34785  
 352-330-4800 / FAX: 352-330-4837

PROPOSAL JE001077-001

PROPOSAL Date 02/21/20

<b>CLIENT</b>	<b>PROJECT</b>
FRUITLAND PARK CITY HALL 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731	FRUITLAND PARK CITY HALL 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731

<b>TELE #1</b>	<b>PROPOSAL Number</b>	<b>Job Name</b>	<b>Salesperson 1</b>
352-360-6734	JE001077-001		DARREN HEARNS

Area	Style/Item	Color/Desc
DEMO	TAKEUP- GLUEDOWN	

**DEMO existing gluedown carpet** in areas including Vestibule 123, Lobby 124, Commission Room 125, Conference 127, Breakroom 126, Managers Office 128, Reception 131, Cashier 136, Foyer 147, Commissioners Office 132, Clerks Office 133, Finance Clerks 139, File Room 140, Treasurers Office 141, Hall 144, Utility Room and Platform/Stairs as specified per Plan provided by Michelle Yoder, Recreation Director for the City of Fruitland Park, on 2/21/2020.

**DEMO Sub Total: 2,198.10**

LVT	FULL SAIL SPAR 7X48 3MM 20MIL LVT	TO BE DETERMINED
LVT	JOHNSONITE VINYL STAIR NOSING TO 1/8"	TO BE DETERMINED
LVT	ARDEX SKM	120 SF / 10 # BAG
LVT	ECO 373 ADHESIVE 4-GAL	740 TO 980 SF/4GAL
LVT	LUXURY VINYL INSTALL	

Furnish & Install **Full Sail Spar 7"x48" Wood 20mil 3mm (Color TBD) Luxury Vinyl Plank** Gluedown in areas including Vestibule 123, Lobby 124, Commission Room 125, Conference 127, Breakroom 126, Managers Office 128, Reception 131, Cashier 136, Foyer 147, Commissioners Office 132, Clerks Office 133, Finance Clerks 139, File Room 140, Treasurers Office 141, Hall 144, Utility Room and Platform/Stairs areas **only** as specified per Plan provided by Michelle Yoder, Recreation Director for the City of Fruitland Park, on 2/21/2020.

**LVT Sub Total: 24,462.10**



GREAT LAKES CARPET & TILE, LLC  
 850 S. MAIN STREET  
 WILDWOOD, FL 34785  
 352-330-4800 / FAX: 352-330-4837

PROPOSAL JE001077-001

PROPOSAL Date 02/21/20

<b>CLIENT</b>	<b>PROJECT</b>
FRUITLAND PARK CITY HALL 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731	FRUITLAND PARK CITY HALL 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731

<b>TELE #1</b>	<b>PROPOSAL Number</b>	<b>Job Name</b>	<b>Salesperson 1</b>
352-360-6734	JE001077-001		DARREN HEARNS

Area	Style/Item	Color/Desc
MOISTURE TESTING	MOISTURE TESTING	

Furnish & Perform **(8) each Wagner RH Moisture Tests** for areas to receive Luxury Vinyl Plank Flooring. ASTM F2170 requires (3) each test holes for the first 1000 SF and one additional test per additional 1000 SF thereafter. If tests are to be performed by others, please **deduct** this line.

**MOISTURE TESTING Sub Total: 975.56**

WALL BASE	JOHNSONITE VINYL COVE 1/8" 4"	TBA
WALL BASE	ECO 575 COVE ADHESIVE	ECO575 ADHESIVE
WALL BASE	VINYL BASE INSTALL	

Furnish & Install **4" Johnsonite 1/8" Gauge (Color TBD) Vinyl Cove Base** in areas including Vestibule 123, Lobby 124, Commission Room 125, Conference 127, Breakroom 126, Managers Office 128, Reception 131, Cashier 136, Foyer 147, Commissioners Office 132, Clerks Office 133, Finance Clerks 139, File Room 140, Treasurers Office 141, Hall 144, Utility Room and Platform/Stairs area **only** as specified per Plan provided by Michelle Yoder, Recreation Director for the City of Fruitland Park, on 2/21/2020.

**WALL BASE Sub Total: 1,234.24**

We PROPOSE to perform the work in accordance with the specifications as described above.  
 Salesperson: Darren A. Hearns      Date: 2-25-2020

The above proposal prices, specification and conditions are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as indicated above.

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



GREAT LAKES CARPET & TILE, LLC  
 850 S. MAIN STREET  
 WILDWOOD, FL 34785  
 352-330-4800 / FAX: 352-330-4837

PROPOSAL JE001077-001

PROPOSAL Date 02/21/20

<b>CLIENT</b>	<b>PROJECT</b>
FRUITLAND PARK CITY HALL 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731	FRUITLAND PARK CITY HALL 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731

<b>TELE #1</b>	<b>PROPOSAL Number</b>	<b>Job Name</b>	<b>Salesperson 1</b>
352-360-6734	JE001077-001		DARREN HEARNS

Area	Style/Item	Color/Desc
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**EXCLUSIONS:**

1. Furniture Moving - to be completed by others
2. Excessive Floor Prep; should excessive floor prep be required after demo of existing carpet, an additional charge will be assessed and additional charges may apply.

**NOTES:**

1. Upgrade to 4.5" Flexco Charisma Sculptures 1/4" thick Millwork Vinyl Wall Base - Add \$1,790.00 to Wall Base Total.

We PROPOSE to perform the work in accordance with the specifications as described above.  
 Salesperson: Darren A. Hearns      Date: 2-25-2020

The above proposal prices, specifications and conditions are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as indicated above.

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





GREAT LAKES CARPET & TILE, LLC  
 850 S. MAIN STREET  
 WILDWOOD, FL 34785  
 352-330-4800 / FAX: 352-330-4837

PROPOSAL JE001077-001

PROPOSAL Date 02/21/20

<b>CLIENT</b>	<b>PROJECT</b>
FRUITLAND PARK CITY HALL 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731	FRUITLAND PARK CITY HALL 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731

<b>TELE #1</b>	<b>PROPOSAL Number</b>	<b>Job Name</b>	<b>Salesperson 1</b>
352-360-6734	JE001077-001		DARREN HEARNS

Area	Style/Item	Color/Desc
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**CONDITIONS OF PROPOSAL**

- 1) This proposal may be withdrawn if not accepted within **30 days** of its issuance. Reasonable requests to engage in negotiations for revision to this proposal will be considered, including signing a subcontract that incorporates the terms of the proposal. A proposal not accepted within 30 days is subject to price escalation.
- 2) All work shall be performed in workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 3) Prior to commencement of Great Lakes Carpet & Tile (GLCT) work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per ASTM F-1869 and provide written results to GLCT, including a list of any sealers applied to concrete sub floor; (b) If customer does not provide such reports at least 10 days prior to commencement of GLCT work, then customer shall provide GLCT with access to all concrete sub floor for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floor not meeting manufacturers requirements for installation will require correction or the execution of a separate waiver agreement.
- 4) All Work is contingent upon strikes, accidents or delays beyond GLCT's control. Customer shall carry Insurance for all hazards, including fire. GLCT's workers fully covered by Worker's Compensation and Liability Insurance.
- 5) A performance bond or other bond, if desired by the Customer, can be provided at an additional prepaid expense.
- 6) GLCT is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Request for GLCT to participate in such programs may result in additional cost.
- 7) Payment terms are net 30 days. Past due invoices are subject to service charges of **1.5%** per month. In the case of any default, venue shall be proper in Sumter County, Florida, the Customer shall pay GLCT reasonable attorney fees and cost, including those on any appeal, even if no suit or action is filed.
- 8) The undersigned individual(s) and/or entity(ies) guarantee performance of the above agreements and payments of all sums due hereunder in the event of default and agree that if legal action is instituted by GLCT, LLC to enforce the terms of this guarantee, venue shall be proper in Sumter County, Florida and further agrees to be responsible to pay the reasonable attorney's fees and court cost incurred by GLCT, LLC.
- 9) Price includes **normal floor preparation**; excessive floor preparation will be an additional charge and is based on time and material required.

We PROPOSE to perform the work in accordance with the specifications as described above.  
 Salesperson: Darren A. Hearns      Date: 2-25-2020

The above proposal prices, specification and conditions are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as indicated above.

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



## PROPOSAL

Attention: Michelle Yoder  
 Fruitland Park City Hall

(352) 408-7697

[ChrisLynchFlooring@gmail.com](mailto:ChrisLynchFlooring@gmail.com)

Project Address: 202 W Berckman St. Fruitlandpark, FL 34731

Project Title: Floor Renovation of City Hall

27545 Lisa Drive  
 Tavares, FL  
 32778

Fed #: 20-0499411

Description	Quantity	UM	Unit Price	Cost
Floor Demo	800	SY	\$ 2.75	\$ 2,200.00
Scarify Old Adhesive (Glue Removal)	7,200	SF	\$ 0.25	\$ 1,800.00
Floor Prep	7,200	SF	\$ 0.30	\$ 2,160.00
Installation of Vinyl Plank	7,200	SF	\$ 1.35	\$ 9,720.00
Installation of Contour Base	554	LF	\$ 1.75	\$ 969.50
Supply of Ardex Feather Finish Patch	1	EA	\$ 1,200.00	\$ 1,200.00
Supply Contour Base	12	EA	\$ 250.00	\$ 3,000.00
Supply 20 mil/10 yr warranty Mirra Plank	7,200	SF	\$ 2.03	\$14,616.00
Supply PS-30 Floor Adhesive	10	EA	\$ 93.35	\$ 933.50
			<b>Total</b>	<b>\$36,599.00</b>



## PROPOSAL

Attention: Michelle Yoder

Fruitland Park City Hall

(352) 408-7697

[ChrisLynchFlooring@gmail.com](mailto:ChrisLynchFlooring@gmail.com)

Project Address: 202 W Berckman St. Fruitlandpark, FL 34731

Project Title: Floor Renovation of City Hall

27545 Lisa Drive

Tavares, FL

32778

Fed #: 20-0499411

Description	Quantity	UM	Unit Price	Cost
Floor Demo	800	SY	\$ 2.75	\$ 2,200.00
Scarify Old Adhesive (Glue Removal)	7,200	SF	\$ 0.25	\$ 1,800.00
Floor Prep	7,200	SF	\$ 0.30	\$ 2,160.00
Installation of Vinyl Plank	7,200	SF	\$ 1.35	\$ 9,720.00
Installation of Contour Base	650	LF	\$ 1.75	\$ 1,137.50
Supply of Ardex Feather Finish Patch	1	EA	\$ 1,200.00	\$ 1,200.00
Supply Contour Base	15	EA	\$ 250.00	\$ 3,750.00
Supply 20 mil/10 yr warranty Mirra Plank	7,200	SF	\$ 2.03	\$14,616.00
Supply PS-30 Floor Adhesive	10	EA	\$ 93.35	\$ 933.50
			<b>Total</b>	<b>\$37,517.00</b>

# EVERYDAY FLOORING

## PROPOSAL

(352) 408-2114

[HyancithusC@aol.com](mailto:HyancithusC@aol.com)

302 S Palm Ave

Howey in the Hills, FL

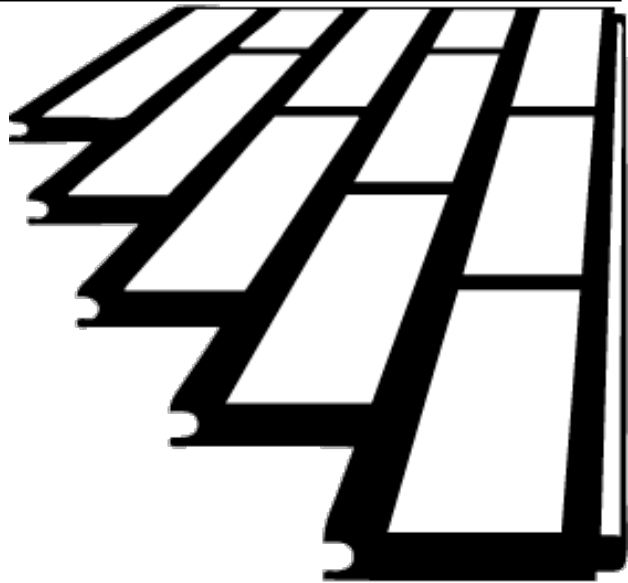
34737

Fed #: 20-0499411

Addressed: Michelle Yoder

Project Title: Flooring of City Hall

Project Address: 202 W Berckman St. Fruitlandpark, FL 34731



Description	Quantity	UM	Unit Price	Cost
Demolition	800	SY	\$ 5.00	\$ 4,000.00
Glue Removal	7,200	SF	\$ 0.50	\$ 3,600.00
Install Plank	7,200	SF	\$ 3.00	\$ 21,600.00
Install Base	554	LF	\$ 1.65	\$ 914.10
Supply Contour Base	12	EA	\$ 300.00	\$ 3,600.00
Supply Vinyl Plank	7,200	SF	\$ 2.50	\$ 18,000.00
			Total	\$51,714.10

## Recreation Bids

Quotes			
<i>Concrete @ Cales Complex</i>	Bay to Bay construction	\$ 23,200.00	<i>The cost of t</i>
	Paquette	\$ 51,252.60	
	Rock Solid	No return call back	
<i>Community Building Cabinets</i>	Home Art	\$ 26,373.00	<i>Home Art is Building, mc</i>
	Timberwood	\$ 31,363.41	
	Florida Designer Cabinets	To busy to bid	
<i>City Hall Flooring</i>	Great Lakes Carpet & Tile	\$ 28,870.00	<i>Low bid is G project is a</i>
	Chris Lynch Flooring	\$ 36,599.00	
	Everyday Flooring	\$ 51,714.10	
<i>City Hall Painting</i>	Popes Precision Projects	\$ 7,000.00	<i>Low bid is project is a</i>
	Quality Painting	\$ 8,000.00	
	Champion Painting LLC	\$ 8,500.00	

Highlighted yellow areas are the preferred bids

*this project will be paid through funds from our Lake County Grant monies*

*the low bid for cabinets in the Community survey is already set aside in the CRA budget for this project*

*Great Lakes Carpet and Tile Money for this already budgeted in this fiscal year budget*

*Popes Precision Projects. Money for this already budgeted in this fiscal year budget*

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

<b>ITEM TITLE:</b>	<b>Alcohol Regulation</b>
<b>For the Meeting of:</b>	March 12, 2020
<b>Submitted by:</b>	City Manager
<b>Date Submitted:</b>	March 3, 2020
<b>Funds Required:</b>	<b>No</b>
<b>Account Number:</b>	N/A
<b>Amount Required:</b>	N/A
<b>Balance Remaining:</b>	N/A
<b>Attachments:</b>	City Code Alcoholic Beverages

**Item Description:**                      **Discussion on alcoholic beverages regulations**  
providing alternatives on city-owned properties.

**Action to be Taken:**

**Staff's Recommendation:**

**Additional Comments:**                      Alternatives were provided by the city attorney.

**City Manager Review:**                      Yes

**Mayor Authorization:**                      Yes

## CURRENT CODE

### **CITY OF FRUITLAND PARK - located in Ch. 110 Business Regulations**

#### **ALCOHOLIC BEVERAGES**

Sec. 110.02. - ~~Hours~~ of sale.

- (A) An establishment within the corporate limits of the city dealing in alcoholic beverages may sell, give, serve, or permit to be served alcoholic beverages at any time, except between the hours of 2:00 a.m. and 7:00 a.m. each day Monday through Saturday and ~~between the hours of 2:00 a.m. and 12:00 noon on Sunday, within the corporate limits of the city.~~
- (B) It shall be unlawful for an establishment within the corporate limits of the city dealing in alcoholic beverages to sell, give, serve, or permit to be served alcoholic beverages between the hours of 2:00 a.m. and 7:00 a.m. each day Monday through Saturday and ~~between the hours of 2:00 a.m. and 12:00 noon on Sunday, within the corporate limits of the city.~~

(1969 Code, § 3-9; Ord. 112, passed 2-13-64; Am. Ord. 175, passed 5-10-73; Am. Ord. 86-004, passed 3-13-86; Am. Ord. 2002-001, passed 2-14-02)

**Cross reference**— Penalty, see § 10.99

**State law reference**— Authority to regulate hours of sale, see F.S. § 562.45.

~~Sec. 110.03. - Sunday sales.~~

~~The sale of alcoholic beverages on Sunday is prohibited within the city limits except as set forth in § 110.02.~~

(Ord. 301, passed 8-25-83; Am. Ord. 2002-001, passed 2-14-02)

**Cross reference**— Penalty, see § 10.99

**State law reference**— Authority to regulate hours of sale, see F.S. § 562.45.

~~Sec. 110.04. - Possession, consumption or display of alcoholic beverages on public property.~~

~~It shall be unlawful for any person to drink, display or have in their possession any unsealed alcoholic beverage in or on public places within the corporate limits of the city, except within authorized places of business licensed to sell and dispense such beverages.~~

(Ord. 2004-018, passed 9-9-04)

~~Sec. 110.05. - Violation; penalty.~~

~~The violation of any provision of § 110.04 shall be a second degree misdemeanor, as set forth and provided by Florida Statutes.~~

(Ord. 2004-018, passed 9-9-04)



## **PROPOSED ALTERNATIVES**

### **CHAPTER 104. - ALCOHOLIC BEVERAGES: CITY OWNED FACILITIES**

#### **ALTERNATIVE 1:**

Sec. 104-01. - Possession, sale and consumption of alcoholic beverages in or on City owned facilities.

(a) For purposes of this section, City Owned Facilities shall include all property and buildings owned and/or operated by the City of Fruitland Park Commissioners. It does not include road rights of way.

a. The possession, sale and/or consumption of alcoholic beverages are prohibited in or on City Owned Facilities except in the following instances:

i. Such possession, sale or consumption occurs at a City Commission sponsored function and has been authorized by the City Commission.

ii. Such possession, sale or consumption occurs at City Owned Facilities which is subject to a use agreement and where such use agreement specifically allows for the possession, sale or consumption of alcoholic beverages. The following conditions must be met:

1. The alcoholic beverages must be dispensed by a person or entity holding a beverage license from the State of Florida who has and provides proof of having a liquor liability insurance policy.

2. The applicant shall provide one (1) sworn law enforcement officer as security for each two hundred and fifty (250) persons attending the event. If less than 250 persons attending, then no such an officer is not required, unless otherwise determined necessary by the City Manager and City Police Chief.

3. The applicant must provide liquor host liability insurance naming the City of Fruitland Park as an additional insured and provide certificates of such insurance in the amount and form acceptable to the City Manager or designee.

**OR**

#### **ALTERNATIVE 2:**

Sec. 104.01. - Public places. No person shall sell, consume any alcoholic beverage, or be in actual possession of any open container of any kind which contains any alcoholic beverage, while on or within any public place, except as otherwise provided in this chapter. Public place for purposes of this chapter includes all parks, walks, alleys, streets, boulevards, avenues, lanes, roads, highways, or other ways or thoroughfares dedicated to public use or owned or maintained by the city; and all grounds and buildings owned, leased by, operated, or maintained by the city.

Sec. 104.02. - Special Events. The city manager, by permit, may approve the sale, possession and consumption of alcoholic beverages in public places for special events.

a. The permit shall, at a minimum, set forth the terms and conditions of the permit including the date, time and location for which the permit is being issued, and shall be conditioned upon the permittee obtaining and providing all necessary state licenses for the sale of alcoholic beverages for the special event.

b. Application for a permit must be submitted. The application shall state the following, at a minimum,

- (1) The name, address and age of the applicant
- (2) The name and address of the person or association sponsoring the event, if any;
- (3) The day and hours for which the permit is desired;
- (4) Any other information reasonably necessary to a determination as to whether a permit should be issued.

c. The application fee shall be set by resolution adopted by City Commission.

Sec. 104.03. - Rental of City buildings. Possession and consumption of alcoholic beverages inside City Owned Facilities is allowed upon issuance of a permit by the city manager. City Owned Facilities shall include all property and buildings owned and/or operated by the City of Fruitland Park. It does not include road rights of way.

a. The permit shall, at a minimum, set forth the terms and conditions of the permit including the date, time and location for which the permit is being issued, and shall be conditioned upon the permittee obtaining and providing all necessary state licenses for the distribution of alcoholic beverages.

b. Application for a permit must be submitted. The application shall state the following, at a minimum.

- (1) The name, address and age of the applicant
- (2) The name and address of the person or association sponsoring the activity, if any;
- (3) The day and hours for which the permit is desired;
- (4) Any other information reasonably necessary to a determination as to whether a permit should be issued.

c. The application fee shall be set by resolution adopted by City Commission.

Sec. 104-04. – Conditions of approval.

In addition to the requirements set forth in Sec. 104-02 and Sec. 104.03, in order to obtain approval under either section, the following conditions must be met:

1. The alcoholic beverages must be dispensed by a person or entity holding a beverage license from the State of Florida who has and provides proof of having a liquor liability insurance policy.
2. The applicant shall provide one (1) sworn law enforcement officer as security for each two hundred and fifty (250) persons attending the event. If less than 250 persons attending, then no such an officer is not required, unless otherwise determined necessary by the City Manager and City Police Chief.
3. The applicant must provide liquor host liability insurance naming the City of Fruitland Park as an additional insured and provide certificates of such insurance in the amount and form acceptable to the City Manager or designee.

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

**ITEM TITLE:** City Manager’s Report  
**For the Meeting of:** March 12, 2020  
**Submitted by:** City Manager  
**Date Submitted:** March 3, 2020  
**Funds Required:** Yes, see ii. under Item Description below.  
**Account Number:** 30313  
**Amount Required:** N/A  
**Balance Remaining:** N/A  
**Attachments:** City Hall Paint Quotes and Smoking/Vaping Policies, Proposed Bill 630, and 386 FS

**Item Description:** City manager’s report

- i. Economic Development Status Update**
  
- ii. City Hall Paint Quotes**  
Funding of \$50,000 for a new floor and painting in the commission chambers approved in FY 2019-20 budget.
  
- iii. Smoking Vaping Policy Status Update**
  
- iv. Fire Protection and Fire Rescue Service**
  
- v. 2020 Summer Program – Gardenia Park Swimming Pool Discussion**

**Action to be Taken:** None  
**Staff’s Recommendation:** Approval  
**Additional Comments:** None  
**City Manager Review:** Yes  
**Mayor Authorization:** Yes

## Painting Estimate

### Fruitland Park City Hall

- Fix any damaged drywall before painting.
- Paint all interior walls, trim, doors at Fruitland Park City Hall.
- Sherwin Williams Flat Wall Paint will be used.
- 1 Year Warranty on all paint.
- **Areas to be done:**
  - Lobby
  - Vestibule
  - Foyer
  - Cashier
  - Reception
  - Restrooms in Foyer
  - Conference Room
  - Public Restrooms
  - Commissioner Room
  - Finance Clerk Room
  - File Room
  - Treasurer Room
  - Clerk Room
  - Commission Room
  - Commission Break Room
  - Commission Closets

**Total Cost \$8,500**

CHAMPION PAINTING LLC  
Leesburg, FL

02/13/2020

**Pope's Precision Projects**  
**11014 South Em En El Grove Rd. Leesburg, FL 34788**  
**Telephone # [\(352\)-348-5953](tel:352-348-5953)**

**Fruitland Park City Hall - Interior Paint Estimate**

**Prepping of Interior**

- Remove all wall plates in the building.
- Remove all nails or wall hanging devices (This is specified by customer only nails asked to be removed will be removed.)
- Once all walls have been prepped for repair all holes or damaged areas will be floated out with spackle or drywall mud depending on damage to area.
- Some areas will need one or more coats added before they are sanded down to be level with the existing wall.
- Move all belongings to the middle of the room and cover with plastic to ensure all belongings are protected from paint and dust.

**Priming and Painting**

- Prime areas where drywall repairs have been done with flat drywall primer.
- All walls will be painted the color specified by the owner.
- Walls will all be rolled to prevent any overspray in the building.
- Areas that need multiple coats will be given 2 coats to provide proper coverage.
- Doors and trim will then be painted with a semi-gloss latex based paint.

**Clean up and walkthrough**

- After each workday job site will be cleaned and inspected.
- A walkthrough will be performed at end of job by the customer and head foreman to ensure satisfaction is obtained.

**Areas of work to be done:**

**Lobby, Vestibule Area, Foyer, Cashier Area, Commission Room, Commission Break Room, Commission Storage Closets, Finance Clerks Office, File Room, Treasurer Office, Clerks Office, Manager's Office, Commissioner's Office, Reception Area, Conference Room, Men and Women's Restroom in Foyer, Men and Women's Public Restroom, and Hallway by Public Restrooms.**

\*Only Sherwin Williams Products will be used.

\*All materials are supplied by contractor.

\*No money down, payment is due upon completion of job.

\*3 year crack, chip, and peel warranty.

**Cost for Interior Painting \$7,000**

**Quality Painting Inc  
Tavares, FL**

Fruitland Park City Hall

Painting Proposal

Date  
2/13/20

<b>Areas to be Painted</b>	<b>Price</b>
Commission Room, Break Room, Closets	\$3,000
Lobby, Vestibule, Foyer, Cashier, Reception, Restrooms	\$3,000
Conference Room	\$500
Commissioner Room, Finance Clerk Room, File Room, Treasurer Room, Clerk Room	\$1,500
<b>Total Cost</b>	<b>\$8,000</b>

Hand washing is the most important part of infection control. Members will wash their hands after removing personal protective equipment, each patient contact and cleaning and disinfecting equipment.

Eating, drinking, smoking, handling contact lens or applying lip balm in the ambulance or at the scene is prohibited.

Drivers of vehicles will remove contaminated equipment before operating a vehicle. This equipment will be placed in appropriate containers. Driving a vehicle while wearing latex gloves post patient contact is forbidden.

After completion of the call, contaminated equipment that is disposable will be put in contaminated waste receptacles on the transport unit. If equipment cannot be left or is not disposable, it will be placed in a leak proof container and taken back to the station for cleaning.

Upon return to quarters, contaminated equipment will be removed and either replaced or cleaned according to department disinfecting procedures. Personal protective equipment will be replaced.

Disposable equipment and other biohazard waste will be stored in leak proof containers that are red and marked with a biohazard sticker or label.

Gloves will be worn for all contact with contaminated items. Gloves and other protective equipment will be worn during cleaning and disinfecting according to the potential for spills or splashes.

Disinfection will be performed with a department-approved disinfectant or with a 1:10 solution of bleach in water.

Any damaged equipment being sent out for repair, will be properly cleaned and disinfected first.

Backboards and splints will be washed with hot soapy water, rinsed with clean water and disinfected with approved disinfectant or 1:10 bleach solution. Equipment will then be left to air dry.

Radios and cardiac monitors will be wiped off with hot soapy water, then with clean water and disinfected with approved solution. Equipment will be left to air dry.

Contaminated structural firefighting gear will be cleaned according to manufacturer's recommendations. Turn out gear will not be washed in the bleach solution, as this may impair the gear's flame retardant material.



## **ADMINISTRATION OF THE PERSONNEL PROGRAM**

### 1.6 Smoking

The purpose of this policy is to protect the public health, comfort and environment for citizens and employees by creating areas in public places and at public meetings that are reasonably free from tobacco smoke, to comply with Florida Statute, the Florida Clean Air Act and problems created by the use of other tobacco products in the workplace.

No person may smoke or use any tobacco product in any city building, facility or non-assigned vehicle. This includes but is not limited to: private offices, hallways, restrooms, conference rooms and break rooms, even with only one occupant.

Smoking is permitted outdoors except for the following conditions:

- a. Whenever a safety hazard exists;
- b. In any area where smoking is specifically prohibited by federal, state, county or city ordinance, and
- c. in any area posted "no smoking".

The City Manager shall be responsible for ensuring city-wide implementation of this policy. Department heads and managers shall be responsible for uniform implementation of this policy in their respective work areas, facilities and buildings.

Violation of this policy shall subject the employee to disciplinary action up to and including termination.

Select Year:  

## The 2019 Florida Statutes

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[Title XXIX](#)  
PUBLIC HEALTH

[Chapter 386](#)  
PARTICULAR CONDITIONS AFFECTING PUBLIC HEALTH

[View Entire Chapter](#)

### CHAPTER 386 PARTICULAR CONDITIONS AFFECTING PUBLIC HEALTH

PART I  
SANITARY NUISANCES  
(ss. 386.01-386.051)

PART II  
**INDOOR AIR: SMOKING AND VAPING**  
(ss. 386.201-386.2125)

PART I  
SANITARY NUISANCES

- 386.01 Sanitary nuisance.  
386.02 Duty of Department of Health.  
386.03 Notice to remove nuisances; authority of Department of Health and local health authorities.  
386.041 Nuisances injurious to health.  
386.051 Nuisances injurious to health, penalty.

**386.01 Sanitary nuisance.**—A sanitary nuisance is the commission of any act, by an individual, municipality, organization, or corporation, or the keeping, maintaining, propagation, existence, or permission of anything, by an individual, municipality, organization, or corporation, by which the health or life of an individual, or the health or lives of individuals, may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused.

*History.*—s. 1, ch. 4346, 1895; GS 1153; RGS 2157; CGL 3386.

**386.02 Duty of Department of Health.**—The Department of Health, upon request of the proper authorities, or of any three responsible resident citizens, or whenever it may seem necessary to the department, shall investigate the sanitary condition of any city, town, or place in the state; and if, upon examination, the department shall ascertain the existence of any sanitary nuisance as herein defined, it shall serve notice upon the proper party or parties to remove or abate the said nuisance or, if necessary, proceed to remove or abate the said nuisance in the manner provided in s. 823.01.

*History.*—s. 11, ch. 4346, 1895; GS 1154; RGS 2158; CGL 3387; ss. 19, 35, ch. 69-106; s. 148, ch. 77-147; s. 75, ch. 97-101.

**386.03 Notice to remove nuisances; authority of Department of Health and local health authorities.**—

(1) The Department of Health, upon determining the existence of anything or things herein declared to be nuisances by law, shall notify the person or persons committing, creating, keeping, or maintaining the same, to remove or cause to be removed, the same within 24 hours, or such other reasonable time as may be determined by the department, after such notice be duly given.

(2) If the sanitary nuisance condition is not removed by such person or persons within the time prescribed in said notice, the department, its agents or deputies or local health authorities, may within the county where the nuisance exists, remove, cause to remove, or prevent the continuing sanitary nuisance condition in the following manner:

(a) Undertake required correctional procedures, including the removal of same if necessary; the cost or expense of such removal or correctional procedures shall be paid by the person or persons committing, creating, keeping, or maintaining such nuisances; and if the said cost and expense thus accruing shall not be paid within 10 days after such removal, the same shall be collected from the person or persons committing, creating, keeping, or maintaining such nuisances, by suit at law; but this paragraph shall not authorize the department to alter, change, demolish, or remove any machinery, equipment, or facility designed or used for the processing or disposing of liquid or smoke effluent of a manufacturing plant.

(b) Institute criminal proceedings in the county court in the jurisdiction of which the condition exists against all persons failing to comply with notices to correct sanitary nuisance conditions as provided in this chapter.

(c) Institute legal proceedings authorized by the department as set forth in s. 381.0012.

(d) Institute administrative proceedings authorized by the department as set forth in s. 381.0061.

**History.**—s. 12, ch. 4346, 1895; GS 1155; RGS 2159; CGL 3388; s. 1, ch. 63-64; ss. 19, 35, ch. 69-106; s. 1, ch. 77-119; s. 149, ch. 77-147; s. 5, ch. 80-351; s. 53, ch. 91-297; s. 76, ch. 97-101.

#### **386.041 Nuisances injurious to health.—**

(1) The following conditions existing, permitted, maintained, kept, or caused by any individual, municipal organization, or corporation, governmental or private, shall constitute prima facie evidence of maintaining a nuisance injurious to health:

(a) Untreated or improperly treated human waste, garbage, offal, dead animals, or dangerous waste materials from manufacturing processes harmful to human or animal life and air pollutants, gases, and noisome odors which are harmful to human or animal life.

(b) Improperly built or maintained septic tanks, water closets, or privies.

(c) The keeping of diseased animals dangerous to human health.

(d) Unclean or filthy places where animals are slaughtered.

(e) The creation, maintenance, or causing of any condition capable of breeding flies, mosquitoes, or other arthropods capable of transmitting diseases, directly or indirectly to humans.

(f) Any other condition determined to be a sanitary nuisance as defined in s. 386.01.

(2) The Department of Health, its agents and deputies, or local health authorities are authorized to investigate any condition or alleged nuisance in any city, town, or place within the state, and if such condition is determined to constitute a sanitary nuisance, they may take such action to abate the said nuisance condition in accordance with the provisions of this chapter.

**History.**—s. 2, ch. 63-64; ss. 19, 35, ch. 69-106; s. 150, ch. 77-147; s. 77, ch. 97-101.

**386.051 Nuisances injurious to health, penalty.—**Any person found guilty of creating, keeping, or maintaining a nuisance injurious to health shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

**History.**—s. 2, ch. 63-64; s. 337, ch. 71-136.

## **PART II**

### **INDOOR AIR: SMOKING AND VAPING**

386.201 Popular name.

386.202 Legislative intent.

386.203 Definitions.

386.204 Prohibition.

386.2045 Enclosed indoor workplaces; specific exceptions.

386.205 Customs smoking rooms.

386.206 Posting of signs; requiring policies.

- 386.207 Administration; enforcement; civil penalties.
- 386.208 Penalties.
- 386.209 Regulation of smoking preempted to state.
- 386.211 Public announcements in mass transportation terminals.
- 386.212 Smoking and vaping prohibited near school property; penalty.
- 386.2125 Rulemaking.

**386.201 Popular name.**—This part may be cited by the popular name the “Florida Clean Indoor Air Act.”  
**History.**—s. 1, ch. 85-257; s. 1, ch. 92-185; s. 1, ch. 2003-398.

**386.202 Legislative intent.**—The purpose of this part is to protect people from the health hazards of secondhand tobacco smoke and vapor and to implement the Florida health initiative in s. 20, Art. X of the State Constitution. It is the intent of the Legislature to not inhibit, or otherwise obstruct, medical or scientific research, or smoking or vaping cessation programs approved by the Department of Health.

**History.**—s. 2, ch. 85-257; s. 2, ch. 92-185; s. 2, ch. 2003-398; s. 2, ch. 2019-14.

**386.203 Definitions.**—As used in this part:

(1) “Commercial” use of a private residence means any time during which the owner, lessee, or other person occupying or controlling the use of the private residence is furnishing in the private residence, or causing or allowing to be furnished in the private residence, child care, adult care, or health care, or any combination thereof, and receiving or expecting to receive compensation therefor.

(2) “Common area” means a hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room in a customs area of an airport terminal under the authority and control of the Bureau of Customs and Border Protection of the United States Department of Homeland Security.

(3) “Department” means the Department of Health.

(4) “Designated guest rooms at public lodging establishments” means the sleeping rooms and directly associated private areas, such as bathrooms, living rooms, and kitchen areas, if any, rented to guests for their exclusive transient occupancy in public lodging establishments, including hotels, motels, vacation rentals, transient apartments, transient lodging establishments, roominghouses, boardinghouses, bed and breakfast inns, and the like; and designated by the person or persons having management authority over such public lodging establishment as rooms in which smoking or vaping may be authorized.

(5) “Enclosed indoor workplace” means any place where one or more persons engages in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or include, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, жалousies, doors, or the like. A place is “predominantly” bounded by physical barriers during any time when both of the following conditions exist:

(a) It is more than 50 percent covered from above by a physical barrier that excludes rain, and

(b) More than 50 percent of the combined surface area of its sides is covered by closed physical barriers. In calculating the percentage of side surface area covered by closed physical barriers, all solid surfaces that block air flow, except railings, must be considered as closed physical barriers. This section applies to all such enclosed indoor workplaces and enclosed parts thereof without regard to whether work is occurring at any given time.

The term does not include any facility owned or leased by and used exclusively for noncommercial activities performed by the members and guests of a membership association, including social gatherings, meetings, dining, and dances, if no person or persons are engaged in work as defined in this section.

(6) “Essential services” means those services that are essential to the maintenance of any enclosed indoor room, including, but not limited to, janitorial services, repairs, or renovations.

(7) “Membership association” means a charitable, nonprofit, or veterans’ organization that holds a current exemption under s. 501(c)(3), (4), (7), (8), (10), or (19) or s. 501(d) of the Internal Revenue Code.

(8) “Physical barrier” includes an uncovered opening; a screened or otherwise partially covered opening; or an open or closed window, jalousie, or door.

(9) “Retail tobacco shop” means any enclosed indoor workplace dedicated to or predominantly for the retail sale of tobacco, tobacco products, and accessories for such products, in which the sale of other products or services is merely incidental. Any enclosed indoor workplace of a business that manufactures, imports, or distributes tobacco products or of a tobacco leaf dealer is a business dedicated to or predominantly for the retail sale of tobacco and tobacco products when, as a necessary and integral part of the process of making, manufacturing, importing, or distributing a tobacco product for the eventual retail sale of such tobacco or tobacco product, tobacco is heated, burned, or smoked or a lighted tobacco product is tested.

(10) “Secondhand smoke,” also known as environmental tobacco smoke (ETS), means smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling; smoke emitted at the mouthpiece during puff drawing; and smoke exhaled by the smoker.

(11) “Smoking” means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.

(12) “Stand-alone bar” means any licensed premises devoted during any time of operation predominantly or totally to serving alcoholic beverages, intoxicating beverages, or intoxicating liquors, or any combination thereof, for consumption on the licensed premises; in which the serving of food, if any, is merely incidental to the consumption of any such beverage; and the licensed premises is not located within, and does not share any common entryway or common indoor area with, any other enclosed indoor workplace, including any business for which the sale of food or any other product or service is more than an incidental source of gross revenue. A place of business constitutes a stand-alone bar in which the service of food is merely incidental in accordance with this subsection if the licensed premises derives no more than 10 percent of its gross revenue from the sale of food consumed on the licensed premises.

(13) “Vape” or “vaping” means to inhale (or exhale) vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(14) “Vapor” means aerosolized or vaporized nicotine or other aerosolized or vaporized substance produced by a vapor-generating electronic device or exhaled by the person using such a device.

(15) “Vapor-generating electronic device” means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product.

(16) “Vapor-generating electronic device retailer” or “retail vape shop” means any enclosed indoor workplace dedicated to or predominantly for the retail sale of vapor-generating electronic devices and components, parts, and accessories for such products, in which the sale of other products or services is merely incidental.

(17) “Work” means any person’s providing any employment or employment-type service for or at the request of another individual or individuals or any public or private entity, whether for compensation or not, whether full or part time, whether legally or not. “Work” includes, without limitation, any such service performed by an employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant, volunteer, and the like. The term does not include noncommercial activities performed by members of a membership association.

**History.**—s. 3, ch. 85-257; s. 1, ch. 88-266; s. 3, ch. 92-185; s. 42, ch. 94-218; s. 78, ch. 97-101; s. 2, ch. 2000-185; s. 3, ch. 2003-398; s. 10, ch. 2011-119; s. 3, ch. 2019-14.

**386.204 Prohibition.**—A person may not smoke or vape in an enclosed indoor workplace, except as otherwise provided in s. 386.2045.

**History.**—s. 4, ch. 85-257; s. 4, ch. 92-185; s. 4, ch. 2003-398; s. 4, ch. 2019-14.

**386.2045 Enclosed indoor workplaces; specific exceptions.**—Notwithstanding s. 386.204, tobacco smoking or vaping, or both, may be authorized in each of the following places:

- (1) A private residence whenever it is not being used commercially to provide child care, adult care, or health care, or any combination thereof as defined in s. 386.203(1).
- (2) A retail tobacco shop.
- (3) A retail vape shop.
- (4) A designated guest room at a public lodging establishment.
- (5) A stand-alone bar that complies with all applicable provisions of the Beverage Law and this part.
- (6) An enclosed indoor workplace, to the extent that tobacco smoking or vaping is an integral part of a smoking or vaping cessation program approved by the department, or medical or scientific research conducted therein. Each room in which tobacco smoking or vaping, or both, are authorized must comply with the signage requirements in s. 386.206.
- (7) A customs smoking room in an airport in-transit lounge under the authority and control of the Bureau of Customs and Border Protection of the United States Department of Homeland Security subject to the restrictions contained in s. 386.205.

**History.**—s. 5, ch. 2003-398; s. 5, ch. 2019-14.

**386.205 Customs smoking rooms.**—A customs smoking room may be designated by the person in charge of an airport in-transit lounge under the authority and control of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. A customs smoking room may be designated only in an airport in-transit lounge under the authority and control of the Bureau of Customs and Border Protection of the United States Department of Homeland Security. A customs smoking room may not be designated in an elevator, restroom, or any common area as defined by s. 386.203. Each customs smoking room must conform to the following requirements:

- (1) Work, other than essential services, may not be performed in the room at any time.
- (2) Tobacco smoking and vaping are prohibited while essential services are being performed in the room.
- (3) Each customs smoking room must be enclosed by physical barriers that are impenetrable by secondhand tobacco smoke and vapor and must prevent the escape of the smoke and vapor into the enclosed indoor workplace.
- (4) Each customs smoking room must exhaust tobacco smoke and vapor directly to the outside and away from air intake ducts, and be maintained under negative pressure, with respect to surrounding spaces, sufficient to contain the smoke and vapor within the room.
- (5) Each customs smoking room must comply with the signage requirements in s. 386.206.

**History.**—s. 5, ch. 85-257; s. 5, ch. 92-185; s. 79, ch. 97-101; s. 1, ch. 2000-185; s. 1, ch. 2000-370; s. 6, ch. 2003-398; s. 6, ch. 2019-14.

**386.206 Posting of signs; requiring policies.**—

- (1) The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding the smoking and vaping prohibitions established in this part. The policy may include, but is not limited to, procedures to be taken when the proprietor or other person in charge witnesses or is made aware of a violation of s. 386.204 in the enclosed indoor workplace and must include a policy which prohibits an employee from smoking or vaping, or both, in the enclosed indoor workplace. In order to increase public awareness, the person in charge of an enclosed indoor workplace may, at his or her discretion, post signs to indicate that smoking or vaping, or both, are prohibited.
- (2) The person in charge of an airport terminal that includes a designated customs smoking room must conspicuously post, or cause to be posted, signs stating that smoking and vaping are prohibited except in the designated customs smoking room located in the customs area of the airport. Each sign posted pursuant to this subsection must have letters of reasonable size which can be easily read. The color, design, and precise locations at which such signs are posted shall be left to the discretion of the person in charge of the premises.

(3) The proprietor or other person in charge of an enclosed indoor workplace where a smoking or vaping cessation program, medical research, or scientific research is conducted or performed must conspicuously post, or cause to be posted, signs stating that smoking or vaping, or both, as applicable, are authorized for such purposes in designated areas in the enclosed indoor workplace. Each sign posted pursuant to this subsection must have letters of reasonable size which can be easily read. The color, design, and precise locations at which such signs are posted shall be left to the discretion of the person in charge of the premises.

**History.**—s. 6, ch. 85-257; s. 6, ch. 92-185; s. 687, ch. 95-148; s. 7, ch. 2003-398; s. 10, ch. 2006-2; s. 7, ch. 2019-14.

### **386.207 Administration; enforcement; civil penalties.—**

(1) The department or the Division of Hotels and Restaurants or the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation shall enforce this part based upon each department's specific areas of regulatory authority and to implement such enforcement shall adopt, in consultation with the State Fire Marshal, rules specifying procedures to be followed by enforcement personnel in investigating complaints and notifying alleged violators and rules specifying procedures by which appeals may be taken by aggrieved parties.

(2) Public agencies responsible for the management and maintenance of government buildings shall report observed violations to the department. The State Fire Marshal shall report to the department observed violations of this part found during its periodic inspections conducted under its regulatory authority.

(3) The department or the Division of Hotels and Restaurants or the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation, upon notification of observed violations of this part, shall issue to the proprietor or other person in charge of such enclosed indoor workplace a notice to comply with this part. If the person fails to comply within 30 days after receipt of the notice, the department or the Division of Hotels and Restaurants or the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation shall assess against the person a civil penalty of not less than \$250 and not more than \$750 for the first violation and not less than \$500 and not more than \$2,000 for each subsequent violation. The imposition of the fine must be in accordance with chapter 120. If a person refuses to comply with this part, after having been assessed such penalty, the department or the Division of Hotels and Restaurants or the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation may file a complaint in the circuit court of the county in which the enclosed indoor workplace is located to require compliance.

(4) All fine moneys collected pursuant to this section shall be used by the department for children's medical services programs pursuant to part I of chapter 391.

**History.**—s. 7, ch. 85-257; s. 2, ch. 88-266; s. 1, ch. 89-109; s. 688, ch. 95-148; s. 8, ch. 2003-398; s. 8, ch. 2019-14.

**386.208 Penalties.—**Any person who violates s. 386.204 commits a noncriminal violation as defined in s. 775.08(3), punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court.

**History.**—s. 8, ch. 85-257; s. 7, ch. 92-185; s. 9, ch. 2003-398; s. 9, ch. 2019-14.

**386.209 Regulation of smoking preempted to state.—**This part expressly preempts regulation of smoking to the state and supersedes any municipal or county ordinance on the subject; however, school districts may further restrict smoking by persons on school district property. This section does not preclude the adoption of municipal or county ordinances that impose more restrictive regulation on the use of vapor-generating devices than is provided in this part.

**History.**—s. 9, ch. 85-257; s. 8, ch. 92-185; s. 10, ch. 2003-398; s. 1, ch. 2011-108; s. 10, ch. 2019-14.

**386.211 Public announcements in mass transportation terminals.—**Announcements about the Florida Clean Indoor Air Act shall be made regularly over public address systems in terminals of public transportation carriers located in metropolitan statistical areas with populations over 230,000 according to the latest census. These announcements shall be made at least every 30 minutes and shall be made in appropriate languages. Each announcement must include a statement to the effect that Florida is a clean indoor air state and that smoking and vaping are prohibited except as provided in this part.

**History.**—s. 9, ch. 92-185; s. 11, ch. 2003-398; s. 11, ch. 2019-14.

**386.212 Smoking and vaping prohibited near school property; penalty.—**

(1) It is unlawful for any person under 18 years of age to smoke tobacco or vape in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school between the hours of 6 a.m. and midnight. This section does not apply to any person occupying a moving vehicle or within a private residence.

(2) A law enforcement officer may issue a citation in such form as prescribed by a county or municipality to any person violating this section. Any such citation must contain:

- (a) The date and time of issuance.
- (b) The name and address of the person cited.
- (c) The date and time the civil infraction was committed.
- (d) The statute violated.
- (e) The facts constituting the violation.
- (f) The name and authority of the law enforcement officer.
- (g) The procedure for the person to follow to pay the civil penalty, to contest the citation, or to appear in court.
- (h) The applicable civil penalty if the person elects not to contest the citation.
- (i) The applicable civil penalty if the person elects to contest the citation.

(3) Any person issued a citation pursuant to this section shall be deemed to be charged with a civil infraction punishable by a maximum civil penalty not to exceed \$25, or 50 hours of community service or, where available, successful completion of a school-approved anti-tobacco or anti-vaping “alternative to suspension” program.

(4) Any person who fails to comply with the directions on the citation shall be deemed to waive his or her right to contest the citation and an order to show cause may be issued by the court.

**History.**—s. 1, ch. 96-217; s. 12, ch. 2003-398; s. 12, ch. 2019-14.

**386.2125 Rulemaking.**—The department and the Department of Business and Professional Regulation may, in consultation with the State Fire Marshal, adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this part within each agency’s specific areas of regulatory authority. Whenever assessing a smoking or vaping cessation program for approval, the department shall consider whether the smoking or vaping cessation program limits, to the extent possible, any potential for exposure to secondhand tobacco smoke or vapor for nonparticipants in the enclosed indoor workplace.

**History.**—s. 13, ch. 2003-398; s. 13, ch. 2019-14.



180.18      **Use of Tabaco** - To inform all personnel of the Policy and Procedure provisions set forth by the Chief of Police pertaining to the Use of Tobacco.

**I. PROCEDURE:**


- A. It is the policy of the Fruitland Park Police Department that the use of tobacco products will not be allowed in the on the premises of City Hall or in the vehicles used by the agency, or when in contact with the public.

180.19      **Limited English Proficiency**

**Purpose:** It is the policy of the Police Department to provide assistance to victims, witnesses or suspects who speak with limited or no English language.

**Policy:** Members of the Fruitland Park Police Department that encounter an individual with limited or no English speaking abilities should immediately contact the Lake County Sheriff's Office Dispatcher and asked to be connected to the Language Line. The Language Line is a service provided to Law Enforcement Personnel at no cost to the department and the members of the organization are vetted and considered a trusted communications source.

180.20      **Media Release** – Only the Chief of Police, or his/her designee, shall release information to the media regarding police activity involving our agency.

Approved by   
Michael A. Fewless  
Chief of Police

By Senator Mayfield

17-00742A-20

2020630\_\_

1                                   A bill to be entitled  
2           An act relating to regulation of smoking; amending s.  
3           386.209, F.S.; authorizing municipalities and counties  
4           to further restrict smoking within the boundaries of  
5           certain public parks; providing an effective date.  
6

7 Be It Enacted by the Legislature of the State of Florida:  
8

9           Section 1. Section 386.209, Florida Statutes, is amended to  
10          read:

11           386.209 Regulation of smoking preempted to state.—This part  
12          expressly preempts regulation of smoking to the state and  
13          supersedes any municipal or county ordinance on the subject;  
14          however, municipalities and counties may further restrict  
15          smoking within the boundaries of any public parks they own, and  
16          school districts may further restrict smoking ~~by persons~~ on  
17          school district property. This section does not preclude the  
18          adoption of municipal or county ordinances that impose more  
19          restrictive regulation on the use of vapor-generating devices  
20          than is provided in this part.

21           Section 2. This act shall take effect July 1, 2020.

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

**ITEM TITLE:** CITY ATTORNEY REPORT  
**For the Meeting of:** March 12, 2020  
**Submitted by:** City Attorney  
**Date Submitted:** March 5, 2020  
**Funds Required:** None  
**Attachments:** Public Safety Building/Public Works Building Procurement  
**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:** Discovery is commencing.

**City of Fruitland Park v. State of Florida – Department of Management Services:** On December 26, 2019, as previously reported, Mr. Thomas filed the Petition on behalf of the City. Additional information will be provided as available. If you have any questions, please call my office.

**Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104:** Plaintiffs filed a two-count complaint against the City alleging negligence and breach of fiduciary duty. Plaintiffs seek in excess of \$600,000.00. The lawsuit arises from the FRS retirement program. The City’s insurance carrier has assigned attorney Thomas to defend the City in this action. On February 26, 2020, Mr. Thomas, on behalf of the City filed a Motion to Dismiss to complaint. A hearing on the Motion has not yet been scheduled.

**Public Safety Building/Public Works Building Procurement:** See attached.

**Action to be Taken:** N/A  
**Staff’s Recommendation:** N/A  
**Additional Comments:** None  
**City Manager Review:** Yes  
**Mayor Authorization:** Yes

## **DESIGN BUILD OF A PUBLIC BUILDING**

The City will need to employ or retain a design criteria professional to prepare and seal a design criteria package. The design criteria professional is an architect, landscape architect or engineer. This person/firm must be selected as provided in s.287.055, Florida Statutes. The design criteria professional must prepare concise, performance-oriented drawings or specifications of the construction project. The package must include: legal description of the site, survey of the site, interior space requirements such as square footage, number of rooms, etc., material quality standards, schematic layouts and conceptual design criteria, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements. The design criteria professional cannot seek to be awarded the design-build contract.

The City have two options for awarding a design-build contract. (1) use of a competitive proposal selection process or (2) use of a qualifications-based selection process.

Competitive Proposal Selection Process must include at a minimum the following (but may include more):

- a. Preparation of a design criteria package.
- b. Qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners/members of the firms.
- c. The criteria, procedures, and standards for the evaluation of design-building contract proposals or bids, based on price, technical, and design aspects of the project, weighted for the project.
- d. Solicit competitive proposals and evaluate the proposals based on the evaluation criteria and procedures established in advance of soliciting proposals.
- e. In consultation with the design criteria professional, supervision or approval by the City of the detailed working drawings of the project and in evaluating, compliance with the design criteria package.

Qualifications-based selection process – three steps:

1. Public announcement and qualification.
  - a. Publicly notice a general description of the project and how interested consultants may apply for consideration.
  - b. City must provide good faith estimate of construction cost.
  - c. City evaluates the proposals to determine if qualified to render the services, including capabilities, adequacy of personnel, past record and experience of the firm or individual. If certified by the City as qualified, then evaluate: professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the FL Small and Minority Business Assistance Act, and other factors the City determines.

## 2. Competitive Solicitation.

- a. City evaluates any current statements of qualifications and performance data on file with the City along with those that may be submitted by other firms regarding the project. City conducts discussions with and may require public presentations by, no fewer than three firms, concerning their qualifications, approach to the project, and ability to furnish the required services.
- b. City selects in order of preference no fewer than three firms deemed to be the most highly qualified. Must consider: ability of professional personnel, whether certified minority business, past performance, willingness to meet time and budget requirements, location, recent, current and projected workloads of the firms, volume of work previously awarded to the firm by the City. Compensation cannot be a factor at this stage.

## 3. Competitive Negotiation.

- a. The City begins negotiations of a contract with the most qualified firm at compensation the City determines is fair, competitive and reasonable. To determine, the City must conduct a detailed analysis of the cost of the professional services required in addition to scope and complexity of the project. If cannot reach a satisfactory contract with the first ranked firm, then move to the second ranked firm and so on until a contract is reached. Once move to the second ranked, cannot go back to the first ranked, etc.
- b. If a lump-sum or cost-plus-a-fixed-fee contract over \$, the City must require the firm to execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.
- c. The selected firm, after competitive negotiations, establish a guaranteed maximum price and guaranteed completion date.
- d. If using this method of selection, then the City must retain a licensed design professional appropriate to the project to serve as the City's representative.

## **CONSTRUCTION MANAGER AT RISK**

The City will need to solicit statements of qualifications for architectural and engineering design services to develop conceptual drawings and cost estimates, prepare construction documents, provide support during the construction bidding phase and provide construction support.

Then the City will need to solicit statements of qualifications for construction management at risk services. The CMAR is the City's representative and works with the City's design professional under contract. The CMAR provides pre-construction services including budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, timeline, materials and systems, and development of a guaranteed maximum price based on 100% construction documents. The cost of the work includes all costs relating to completing the work, which includes a percentage fee for overhead and profit. The CMAR seeks competitive bids for all subcontracts and materials. Once the guaranteed maximum price is negotiated, then the CMAR becomes the general contractor.

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

<b>ITEM TITLE:</b>	<b>Public Comments</b>
<b>For the Meeting of:</b>	March 12, 2020
<b>Submitted by:</b>	City Clerk
<b>Date Submitted:</b>	<b>March 3, 2020</b>
<b>Funds Required:</b>	None
<b>Account Number:</b>	N/A
<b>Amount Required:</b>	N/A
<b>Balance Remaining:</b>	N/A
<b>Attachments:</b>	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