

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

July 9, 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

The Reverend Dr. George A. Mulford III, Grace Bible Baptist Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATION

Phillip “Phil” D. Purlee – P&Z Board Member (city clerk)

4. CONSENT AGENDA

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

(a) Approval of Minutes (city clerk)

June 11, 2020 regular

(b) Resolution 2020-030 Community Center Split System Air Conditioning System - FY 2019-20 Budget Amendment (city attorney/city manager/ city treasurer/parks and recreation director)

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 RECREATION FACILITY MAINTENANCE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

(a) Resolution 2020-031 – P&Z Board Appointment (city attorney/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A

MEMBER TO THE CITY OF FRUITLAND PARK PLANNING AND ZONING BOARD; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2020-027 FY 2019-20 (Estimated) Preliminary Fire Services Assessment (city treasurer/city attorney)

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES THROUGHOUT THE CITY OF FRUITLAND PARK; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(c) Resolution 2020-029 – SRO - School Board, Law Enforcement Agencies and Lake County Sheriff’s Office ILA (city attorney/city manager/police chief)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND LAW ENFORCEMENT AGENCIES INCLUDING THE CITY OF FRUITLAND PARK, FLORIDA RELATING TO THE REPORTING OF ACTS THAT POSE A THREAT TO SCHOOL SAFETY; PROVIDING FOR AN EFFECTIVE DATE.

(d) Water Tank Maintenance Discussion (city manager/public works director)

Discussion regarding the cleaning and maintenance of the elevated and ground storage water tanks.

(e) Records Management - Redact - Veritone Inc Agreement Discussion (city attorney/city manager/city clerk)

6. OFFICERS’ REPORTS

(a) City Manager

i. Economic Development Status Update

ii. COVID-19 Status Update

iii. Public Works Building Location Discussion

iv. City Logo – Flags Discussion

(b) City Attorney

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

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

iii. Michael and Laurie Fewless v. City of Fruitland Park

iv. Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026

7. PUBLIC COMMENTS

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

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

8. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

July 13, 2020 Lake County Arts and Cultural Council, 20763 US Highway 27,
Groveland, Florida 34736 at 3:00 p.m.;

July 23, 2020 City Commission Meeting regular at 6:00 p.m.;

August 3, 2020 City Commission Workshop at 6:00 p.m.;

August 4, 2020 City Commission Workshop 6:00 p.m.;

August 13, 2020 City Commission Meeting regular at 6:00 p.m.;

August 26, 2020, Lake-Sumter Metropolitan Planning Organization Governing
Virtual Board Meeting at 2:00 p.m.;

August 27, 2020 City Commission Meeting regular at 6:00 p.m.;

September 7, 2020 City Hall Closed, Labor Day;

September 10, 2020 City Commission Meeting regular at 6:00 p.m.;

September 17, 2020 City Commission/P&Z Board Joint Workshop Meeting at
6:00 p.m.

September 24, 2020 City Commission Meeting regular at 6:00 p.m.

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

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE

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

ITEM TITLE: **Special Presentation - Plaque**

For the Meeting of: June 29, 2020

Submitted by: City Clerk

Date Submitted: July 9, 2020

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: None

Item Description: **Special Presentations – Planning and Zoning
Board Member Phillip “Phil” D. Purlee**

Action to be Taken: **None**

Staff’s Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

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

ITEM TITLE: Draft Regular Meeting Minutes and Resolution 2020-030
For the Meeting of: July 9, 2020
Submitted by: City Clerk/City Attorney/City Treasurer/City Manager/Parks and Recreation Director
Date Submitted: June 30, 2019
Funds Required: See (b) below
Account Number: See (b) below
Amount Required: See (b) below
Balance Remaining: See (b) below
Attachments: Yes, draft minutes and Resolution 2020-030
Item Description: Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote.

a. Approve the following regular June 25, 2020 regular meeting minutes as submitted if there are no corrections:

b. Resolution 2020-030 – Community Center Split System Air Conditioning System – FY 2019-20 Budget Amendment

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 RECREATION FACILITY MAINTENANCE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

Budget Amendment BT2020-024 adds \$10,813 to recreation facility maintenance (01574-30464) and decreases contingency \$10,813 (01513-90990). This will leave a balance in contingency of \$33,187. The 20-year-old air conditioner in the community center is no longer working, the funding is to purchase a new air conditioner, and such purchase was approved at the June 25, 2020 regular meeting.

Action to be Taken: Approve the consent agenda.
Staff's Recommendation: Approval
Additional Comments: None
City Manager Review: Yes
Mayor Authorization: Yes

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
June 25, 2020**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, June 25, 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, Parks and Recreation Director Michelle Yoder, Community Development Director Tracy Kelly, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

ACTION: 6:00 p.m. After Police Chief Luce gave the invocation, Vice Mayor Gunter led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:02:46 p.m. and 6:03:00 p.m. Mayor Cheshire requested that Ms. Coulson call the roll and a quorum was declared present.

Upon Mayor Cheshire's recommendation and **by unanimous consent, the city commission approved the following changes to this evening's agenda:**

4.(b) Holiday Air, air conditioning quote to read 7.5 ton and not 6.5 ton and accepted the city manager's June 25, 2020 memorandum reflecting the funding source and recommendation, and

4.(c) Accepted the addendum, Skateboarding, Chapter 316 FS, and

4.(d) Noted Resolution 2020-026 to replace the word *riot* with *protective equipment*.

3. CONSENT AGENDA

Approval of Minutes – June 11, 2020 regular

ACTION: 6:03:21 p.m. After discussion and **on motion of Vice Mayor Gunter, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the June 11, 2020 regular meeting minutes as corrected.**

4. REGULAR AGENDA

(a) 2020 Workshop Discussion

- City Commission/Planning and Zoning Board Joint Workshop - LDRs

Ms. Kelly referred to the status report listing the edits on the Land Development Regulations and recognized the following chapters that remain (a copy of the report is filed with the supplemental papers to the minutes of this meeting):

- Chapter 152, Administration,
- Chapter 163, Sign Regulations,
- Chapter 164, Landscape Requirements and Tree Protection, and
- Appendix 2, Water/Sewer Utilities Standard Specifications to be provided by Booth Ern Straughan & Hiott Inc. (engineers, surveyors, land planners consultants retained by the city).

ACTION: 6:04:09 p.m. After discussion and by unanimous consent, the city commission approved holding the City Commission/Planning and Zoning Board Joint Workshop on September 17, 2020 at 6:00 p.m.

- August 3 and 4, 2020 FY 2020-21 Budget Workshops

The city commission considered its action regarding the August 3 and 4, 2020 FY 2020-21 Budget Workshops and noted the calendar provided by Ms. Racine on March 26, 2020, a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 6:07:39 p.m. After discussion and by unanimous consent, the city commission agreed to hold workshops, as previously cited, on August 3 and 4, 2020 respectively.

- August 13, 2020 Regular Meeting

After discussion, Mayor Cheshire announced that the city commission will be holding its regular meeting on August 13, 2020.

ACTION: 6:04:09 p.m. No action was taken.

(b) Parks and Recreation Fruitland Park Community Center – Air Conditioning Quotes Discussion

After Mr. La Venia referred to his June 25, 2020 memorandum regarding his recommendations to replace the community center's heating, ventilation and air conditioning (HVAC) system -- a copy of which is filed with the supplemental papers to the minutes of this meeting -- he reviewed the following quotes:

- Airconditioning Unit (7.5 Ton), removal and installation, \$12,235, Tropic Air Solutions Inc.;
- HVAC System (7.5 Ton), Completion, \$11,350, Veteran Air Conditioning and Heating, and
- Split System Air Conditioning System (6 ton) Completion, \$10,813, Holiday Air

Mr. La Venia recommended that Holiday Air be awarded as the lowest, responsive and responsible bidder for a 7.5 ton and not 6-ton Split System Air Conditioning System for \$10,813. Based on the city commission's acceptance, he requested that

a resolution be drafted in that regard for consideration on the July 9, 2020 regular agenda to transfer funds from contingency (01513-90990) to Recreation Facility Repair and Maintenance (0157430464).

ACTION: 6:09:06 p.m. After discussion, and **on motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the city manager’s recommendation to award to the lowest, responsive and responsible bidder the 7.5 ton Split “Air Conditioning System to Holiday Air as previously cited and the request for a resolution to be drafted for consideration at the next meeting.**

(c) Gardenia Park Phase III Florida Recreation Development Assistance Program (FRDAP) Grant (Skate Park)

After Mr. La Venia recalled the city commission’s direction at its June 11, 2020 regular meeting regarding the skate park Phase III Florida Recreation Development Assistance Program (FRDAP) Grant, Ms. Yoder relayed her previous conversations with Mr. “Mike” Michael S. Bailey, Bay to Bay Construction Company of Lake County; regarding the recent proposal for \$44,000 for the half pipe skateboard feature (20’ by 24’ half pipe all concrete above ground) and various features for additional costs and described American Ramp Company’s examples revealing design choices on same for \$62,183 and concrete versions for up to \$85,000.

Ms. Yoder expressed preference for the steel-framed halfpipe, the concrete bowls with versions, and an additional phase in the future.

ACTION: 6:12:36 p.m. After further discussion and in addition to the Phase III Florida Recreation Development Assistance Program \$50,000 Grant Award, **the city commission, by unanimous consent, directed staff to report back on the available funds remaining in contingency to complete the Gardenia Park Skate Park renovations project.**

(d) Resolution 2020-026 Library – Police Department Public Safety Riot Gear – FY 2019-20 Budget Amendment

Ms. Geraci-Carver read into the record the title of proposed Resolution 2020-026, 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 LIBRARY BOOKS TO POLICE SUPPLIES BUDGET; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:31:38 p.m. After discussion, a motion was made by **Commission Mobilian and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2020-026 as previously cited.**

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

(e) May 2020 Financial Report

After Ms. Racine reviewed the May 2020 financial report, the city commission recalled its adoption of Fire Inspections-Abandoned Vacant Property Registrations Resolution 2019-008 and the obligation imposition of an annual registration fee at its February 14, 2019 regular meeting where monies would be dedicated to the abandoned residential property fund.

After Mr. La Venia concurred in the affirmative to report to the city commission whenever there is a need to enter into a contract and retain a company to perform property maintenance and acknowledged the current fines and code violations on uninhabitable properties at 401 Acorn and 32 Grizzard Streets, Ms. Racine addressed the need for annual registration and noted the existing funds of \$33,000 earmarked towards same.

ACTION: 6:23:32 p.m. **On motion of Commissioner Mobilian, seconded by Commissioner DeGrave and unanimously carried, the city commission accepted the May 2020 financial report as submitted.**

5. OFFICERS' REPORTS

(a) City Manager

i. Economic Development Status Update

Mr. La Venia gave a report on a preliminary application for the Lake County School Board property project; the ability for the developer to possibly meet with the city until the end of August 2020, and the inquiries from other individuals on properties located on the CR 466A corridor.

ACTION: 6:31:20 p.m. No action was taken.

ii. COVID-19 Status Update - Sports/Recreation

Mr. La Venia reported that city hall is currently operational, is observing the safety precautions in place, and is mirroring other governmental jurisdictions. He recognized the statistical reports since the advent of Coronavirus Disease 2019 (COVID-19) and described the following plan cautioning the public to take personal responsibility:

- the Gardenia Park Recreation Complex Municipal Swimming Pool will open on Saturday July 3, 2020 with limited activities and operating at approximately 50 percent capacity (namely; six participants in the pool);

- yard sales to commence;
- basketball courts will not be open,
- the softball ball program will be reinstated, and
- the soccer program will be restructured with participants signing a recreational sports waiver form;

Prior to Ms. Yoder's acceptance in the affirmative to the previously cited plan together with Commissioner Bell's concurrence and Commissioner Mobilian's agreement in that regard, he pointed out the April 23, 2020 website "Metro News" entitled *US Government Claims Coronavirus Survives Just Two Minutes on Sunny Surfaces*; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 6:32:34 p.m. No action was taken.

iii. 2020 Public Works Roads and Streets Program Discussion

Mr. La Venia referred to his memorandum dated June 22, 2020 with the accompanying list of streets proposed for 2020 Street Paving Program and the plan to utilize Community Redevelopment Agency (CRA) funds to be addressed at the next CRA meeting; a copy of the memorandum is filed with the supplemental papers to the minutes of this meeting.

In response to the city commission's concerns on the need to ensure that future roads are earmarked in the "sinking fund" (established by Resolution 2018-020 Road Paving and Maintenance Fund), Mr. La Venia addressed his intent to recommend including Moyer Loop and Drake Drive as roadway improvements in the FY 2020-21 budget and obtain quotes from various contractors to procure the restoration of the city's old monument street signs, previously addressed, for consideration at the next CRA meeting.

ACTION: 6:41:40 p.m. No action was taken.

(b) City Attorney

Ms. Geraci-Carver reported that there are no updates on the following pending matters:

- i. City of Fruitland Park v. T. D. Burke**
- ii. City of Fruitland Park v. State of Florida Department of Management Services**
- iii. Michael and Laurie Fewless v. City of Fruitland Park**

Ms. Geraci-Carver pointed out the Summons that was served on June 23, 2020 regarding a complaint filed by Norman C. Cummins against Stephen P. Angelillo and the City of Fruitland Park (named as a defendant) in a foreclosure action. She

explained that the lenders filed foreclosure against the property owner as they had not paid the loan against the property located on 3131 US Highway 441-27 and addressed her plan to provide more information at the next meeting.

ACTION: 6:46:46 p.m. No action was taken.

6. PUBLIC COMMENTS

There were no public comments at this time.

ACTION: 6:47:21 p.m. No action was necessary,

7. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian – CR 466A

Commissioner Mobilian relayed the Lake~Sumter Metropolitan Planning Organization (LSMPO) Governing Board's actions at its July 2, 2020 meeting on its list of priority projects supporting the City of Fruitland Park's (February 17, 2020 letter) requesting that the board make the completion of the final of the final construction phase of CR 466A as the top priority in Lake County.

Mr. La Venia pointed out his communication with the county's engineer regarding the budgeted funds for the respective project earmarked for FY 2021-22

ACTION: 6:47:52 p.m. No action was taken.

(b) Commissioner DeGrave

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

ACTION: 6:49:14 p.m. No action was taken.

(c) Commissioner Bell

Commissioner Bell reported that the Lake County Parks and Trails Advisory Board has not met and that the county's Tourist Development Council is continuing to address its funding.

ACTION: 6:49:17 p.m. No action was taken.

(d) Vice Mayor Gunter, Jr. – CR 466A

Vice Mayor Gunter relayed the report on the motion before the LSMPO regarding the CR 466A project.

ACTION: 6:49:51 p.m. After discussion and **on motion of Vice Mayor Gunter, seconded by Commissioner Bell and unanimously carried, the city commission accepted the city manager's recommendation and appointed Public Works Director Robb Dicus to serve as member of the Lake~Sumter Metropolitan Planning Organization Technical Advisory Committee.**

8. MAYOR'S COMMENTS

Dates to Remember

Mayor Cheshire announced the following dates:

- July 3, 2020 City Hall closed in observance of July 4, 2020 Independence Day;
- July 6, 2020, Lake County Tourist Development Council regular meeting (TBD),
- July 9, 2020 City Commission Meeting regular at 6:00 p.m.;
- July 13, 2020 Lake County Arts and Cultural Council, 20763 US Highway 27, Groveland, Florida 34736 at 3:00 p.m.;
- July 23, 2020 City Commission Meeting regular at 6:00 p.m.;

- August 3, 2020 City Commission Workshop at 6:00 p.m.;
- August 4, 2020 City Commission Workshop at 6:00 p.m.;
- August 13, 2020 City Commission Meeting regular at 6:00 p.m.;
- August 13 – 15, 2020 Florida League of Cities Annual Conference (TBD), and
- August 27, 2020 City Commission Meeting regular at 6:00 p.m.

ACTION: 6:51:20 p.m. No action was taken.

9. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 6:52 p.m.

The minutes were approved at the July 9, 2020 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

RESOLUTION 2020-030

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 RECREATION FACILITY MAINTENANCE 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 purchase of a new air conditioner for the Community Center; and;

WHEREAS, the old air conditioner is no longer working; and;

WHEREAS, the City Commission desires to amend the 2019-2020 Fiscal Year budget to increase the Recreation Facility Maintenance budget by \$10,813.

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

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

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

PASSED AND RESOLVED this 9th day of July 2020, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson
City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2020-024

To: CITY MANAGER

Date: 30-Jun-2020

Prepared by: Finance
Department Head

Approved: _____
City Manager

REVENUES:

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

EXPENDITURES:

Object name & #	<u>Rec Facility Repair 01574-30464</u>	Amount: <u>10,813</u>	<u>Inc/Dec</u>
Object name & #	<u>Contingency 01513-90990</u>	Amount: <u>10,813</u>	<u>Inc/Dec</u>
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec

Explanation: Installation of new energy efficient air conditioner in Community Center. The old A/C is 20 years old and no longer functioning. Contingency has \$44,000 in it. It will have \$33,187 left after this BA. Commission approved the purchase at the 6/25/2020 Commission meeting.

Approved by Commission: 7/9/2020
Date

City Clerk

City Finance Director

Mayor



To: Mayor
Commissioners

From: Gary LaVenia *AL*
City Manager

Re: Replacement of Community Center HVAC

Date: Thursday, June 25, 2020

The large HVAC unit in the Community Center has gone down, the estimated cost to repair the unit exceeds \$6,000.00. The unit is original to the building, which means the unit is over 20 years old. It has far exceeded its useful life.

Replacement cost, which would include the installation of a new energy efficient 7.5 ton unit is \$10,813.00 (low bid).

It is my recommendation the unit be replaced.

The funding for replacement is available in contingency which has a current balance of \$44,000.00

Should the Commission award the bid tonight a budget amendment will be placed on the July 9th agenda moving funds from

Contingency (01513-90990) 44K
to
Recreation Facility Repair & Maintenance (01574-30464)

Cc: E. Coulson, City Clerk
J. Racine, Treasurer

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

ITEM TITLE: Resolution 2020-031 – Planning and Zoning Board Appointment

For the Meeting of: July 9, 2020
Submitted by: City Attorney/City Clerk
Date Submitted: July 1, 2020
Funds Required: No
Attachments: Yes, proposed resolution

Item Description: The League of Cities’ Bylaws requires the City of Fruitland Park, as the member city, to designate one elected official to serve as the director and one alternate director who may be an elected official or city staff to serve a term of one year starting January 1, 2020.

Action to be Taken: Adopt Resolution 2020-031 with the appointment.

Staff’s Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-031

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

WHEREAS, Article VII, Section 7.01 of the Charter of the City of Fruitland Park provides for a Planning and Zoning Board consisting of members with three-year terms of office; and

WHEREAS, the position held by Philip D. Purlee, whose term was set to expire October 1, 2020, has submitted his resignation; and

WHEREAS, it is necessary to appoint a member to serve the unexpired term and a new three-year term; and

WHEREAS, it is the City's desire to appoint _____ to serve the unexpired term thru October 1, 2020 and the subsequent three-year term commencing October 2, 2020.

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

1. _____ is hereby appointed to the Planning and Zoning Board of the City of Fruitland Park to serve the unexpired term thru October 1, 2020 and a three-year term to commence October 2, 2020 and expire October 1, 2023.

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 ____ day of July, 2020, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:
Esther B. Coulson, City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Resolution 2020-027 Proposed Fire Assessment

For the Meeting of: July 9, 2020

Submitted by: City Treasurer

Date Submitted: June 23, 2020

Funds Required: No

Attachments: Proposed Resolution and supporting documents

Item Description: Resolution 2020-027 Propose Fire Assessment.

FP Residential Assessment	= \$ 273.00
Rate per Square Foot	= \$.103
Village Residential	= \$ 186.00
Gross revenue for FP	= \$633,809 and
Gross revenue for Villages	= \$379,068
Fire Department Budget FY2020	= \$929,057
Village Fire Cost	= <u>\$352,291</u>
Net Fire Department	= \$576,766

Action to be Taken: Adopt Resolution 2020-027

Staff's Recommendation: Approve Resolution 2020-027

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-027

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES THROUGHOUT THE CITY OF FRUITLAND PARK; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 3. PROVISION AND FUNDING OF FIRE SERVICES.

(A) Upon the imposition of Fire Service Assessment for fire services, facilities, or programs against Assessed Property located with the City of Fruitland Park, the City shall provide fire services to such Assessed Property. A portion of the cost to provide such fire services, facilities, or programs shall be funded from proceeds of the Fire Assessment collected within the City of Fruitland Park. The remaining cost, if any, required to provide fire services, facilities, and

programs shall be funded by legally available City of Fruitland Park revenues other than Fire Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City of Fruitland Park will be specially benefitted by the City of Fruitland Park's provision of fire services, facilities, and programs in an amount not less than the Fire Service Assessment imposed against such parcel, computed in the manner set forth in this Tentative Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE SERVICE ASSESSMENT. The Fire Service Assessment shall be imposed against all Tax Parcels within the City of Fruitland Park subject to the assessment as set forth in this Tentative Rate Resolution. The Fire Service Assessment shall be computed in the manner set forth in this Tentative Rate Resolution.

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

- (A) The legislative determinations of special benefit embodied in Ordinance 2016-007 is affirmed and incorporated herein by reference.
- (B) The City Commission has determined and declares that the fire services assessment being imposed by the City is being fairly and reasonably apportioned among the Parcels receiving the special benefit.
- (C) The City Commission relies on and adopts the study prepared by Government Services Group, Inc. on behalf of the City of Fruitland Park entitled City of Fruitland Park, Florida, Fire Assessment Memorandum dated June, 2016.

- (D) Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law provides facilities and uses to their ownership, occupants, and memberships as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon buildings located upon such parcels of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Services Assessments shall be imposed upon Institutional Buildings located upon a parcel of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law.
- (E) Government Property provides facilities and uses to the community, local constituents, and the public in general that serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon parcels of Government Property.
- (F) Government Property that is owed by federal government entities, such as the VA and HUD, due to foreclosures or government-backed grant programs funding housing rehabilitation are neither serving a governmental purpose nor providing a public benefit but are instead being held by these federal government entities in a proprietary capacity. Accordingly, these properties shall not be exempted from the Fire Service Assessment.

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

- (A) The City proposes to create the Fire Services Assessment Benefit Area, consisting of two sub Assessment Areas. The City benefit area and the Village of Fruitland Park benefit area. The Benefit areas are shown on the map attached hereto as Appendix D.
- (B) The Cost Apportionment and Parcel Apportionment methodologies for the City Benefit Area as set forth herein are adopted.
 - a. The City has identified the full cost of providing fire services through the development and determination of the assessable costs of providing such services.
 - b. The City analyzed the service delivery data and segregated to property use categories, and found the following.

Calendar Year 2015 Call Data Analysis

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

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

Parcel Apportionment

Category	Parcel Apportionment
Residential	Dwelling Unit

Non-Residential
Includes Commercial,
Industrial/Warehouse and Institutional

Square Footage (capped at 17,400 sq. ft.)

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

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

(A) The Fire Services Cost to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2020, is the amount determined in the Estimated Fire Service Assessment Rate Schedule, attached hereto as Appendix A. The approval of the Estimated Fire Service Assessment Rate Schedule by the adoption of this Tentative Rate Resolution determines the amount of the Fire Services Cost. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available City of Fruitland Park revenue other than Fire Service Assessment proceeds.

(B) The estimated Fire Service Assessments specified in the Estimated Fire Service Assessment Rate Schedule are hereby established to fund the specified Fire Services Cost determined to be assessed in the Fiscal Year commencing October 1, 2020. No portion of such

Fire Services Cost is attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Services Cost is attributable to emergency medical services costs.

(C) The estimated Fire Service Assessment established in this Tentative Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Fire Assessment Roll for the Fiscal Year commencing October 1, 2020 as provided in Section 8 of this Tentative Rate Resolution.

SECTION 8. ANNUAL FIRE ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Fire Assessment Roll for the Fiscal Year commencing October 1, 2020, in the manner provided in the Ordinance. The updated Fire Assessment Roll shall include all Tax Parcels subject to the Fire Services Assessment within the City of Fruitland Park. The City Manager shall apportion the estimated Fire Services Cost to be recovered through Fire Services Assessment in the manner set forth in this Tentative Rate Resolution.

(B) A copy of this Tentative Rate Resolution, Ordinance 2016-007, documentation related to the estimated amount of the Fire Services Cost to be recovered through the imposition of Fire Services Assessment, and the updated Fire Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Fire Assessment Roll proposed for the Fiscal Year beginning October 1, 2020 be in printed form if the amount of the Fire Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Services Assessment for fire services as set forth in this Tentative Rate Resolution is a fair and reasonable method of apportioning the Fire Services Cost among parcels of Assessed Property located within the City of Fruitland Park.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m., or as soon thereafter as the item can be heard, on September 10, 2020, in the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida, at which time the City Commission will receive and consider any comments on the Fire Services Assessments from the public and affected property owners and consider imposing Fire Services Assessment and collecting such assessments on the same bill as ad valorem taxes.

SECTION 10. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 9 hereof in the manner and time provided in the Uniform Assessment Collection Act. The notice shall be published no later than August 20, 2020, in substantially the form attached hereto as Appendix B.

SECTION 11. NOTICE BY MAIL. The City Commission shall provide first class mailed notice of the public hearing authorized by Section 9 hereof. Such mailed notice shall be in the form required by the Uniform Assessment Collection Act and Ordinance 2016-007 for the purpose of imposing Fire Service Assessment for the Fiscal Year Beginning October 1, 2020. The notice shall be in substantially the form attached hereto as Appendix C. All first class mailed notices must be mailed no later than August 20, 2020.

If the City determines that the truth-in-millage (“TRIM”) notice that is mailed by the Property Appraiser under section 200.069, Florida Statutes, also fulfills the requirements of this

section, then the separate mailing requirement described in this section will be deemed fulfilled by the TRIM notice.

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

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

DULY ADOPTED this 9th day of July, 2020.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:
Esther B. Coulson, City Clerk

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

First Reading _____

Second Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

APPENDIX A

Estimated Fire Service Assessment Rate Schedule

1. **Determination of Fire Services Costs.** The estimated Fire Services Cost to be assessed for the Fiscal Year commencing October 1, 2020, is \$1,012,877.
2. **Estimated Fire Services Assessment.** The estimated Fire Services Assessment to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Cost for the Fiscal Year commencing October 1, 2020, are hereby established as follows for the purpose of this Tentative Rate Resolution:

FY 2020-21 Preliminary Fire Assessment Rates – City of Fruitland Park Benefit Area

Category	Rate Per Dwelling Unit
Residential	\$273.00
	Rate Per Square Foot
Non-Residential	\$0.103
<hr/>	
Total Estimated Gross Revenue	\$633,809.00
<hr/>	
Total Estimated Government Buy-down	\$16,265.00
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Total Estimated Institutional Tax Exempt Buy Down	\$11,108.00
<hr/>	
Total Estimated Net Revenue	\$606,435.00

20

FY 2020-21 Preliminary Fire Assessment Rates – Villages of Fruitland Park Benefit Area

Residential	\$186.00 per Dwelling Unit
<hr/>	
Total Estimated Gross Revenue	\$379,068.00

- A. No Fire Services Assessment shall be imposed upon institutional buildings whose use is wholly tax exempt or upon a parcel of Government Property; except Government Property that is owned by federal entities, such as the VA and HUD, and held in a proprietary capacity shall not be exempted from the Fire Services Assessment.
- B. Any shortfall in the expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessment required by law or authorized by the Commission shall be supplemented by any legally available funds,

or combination of funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments. It is the legislative determination of the Commission that in the event of a court of competent jurisdiction determining any exemption or reduction by the Commission is improper or otherwise adversely affects the validity of the Fire Services Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Services Assessment upon each affected Tax Parcel in the amount of the Fire Services Assessment that would have been otherwise imposed save and except for such reduction or exemption afforded to such Tax Parcel by the Commission.

APPENDIX B

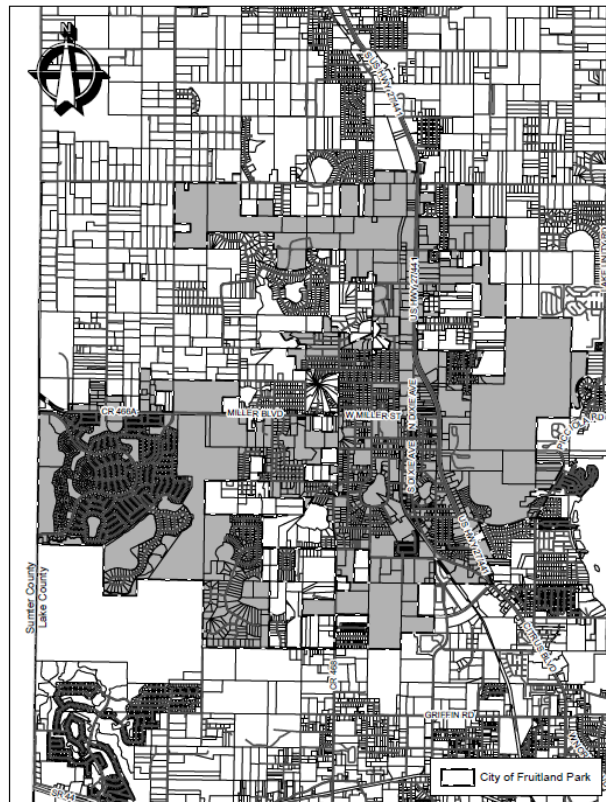
Notice of Public Hearing for Publication

To Be Published on or before August 20, 2020

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Fruitland Park will conduct a public hearing to consider imposing fire services special assessments for the provision of fire protection services within the City for the Fiscal Year beginning October 1, 2020.

On Thursday, September 10, 2020 at 6:00 p.m. or as soon thereafter as possible, the City Commission of the City of Fruitland Park will hold a public hearing at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida for the purpose of receiving public comment concerning Resolution 2020-027 setting the rate for the fire services assessment to be imposed on real property within the City of Fruitland Park and which provides for collection of fire services assessment by the Lake County Tax Collector. All affected property owners have the right to appear at the public hearing and the right to file written objections within 20 days of the publication of this Notice of Public Hearing.



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

CITY OF FRUITLAND PARK BENEFIT AREA

Category	Rate Per Dwelling Unit
Residential	\$273.00
	Rate Per Square Foot
Non-Residential	\$0.103

VILLAGES OF FRUITLAND PARK BENEFIT AREA

Residential \$186.00 per Dwelling Unit

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

Resolution 2015-014, the Fire Services Ordinance 2016-007, the Tentative Rate Resolution 2020-027, and the Fire Assessment Roll are available at the City Clerk's Office, at City Hall located at 506 W. Berckman Street, Fruitland Park, Florida, between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday.

The fire services assessment will be collected on the ad valorem tax bill to be mailed in November 2020, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

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

Esther Coulson, City Clerk
City of Fruitland Park

APPENDIX C

Form of Notice to be Mailed First class mail

******* NOTICE TO PROPERTY**

OWNER *****

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

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

CITY OF FRUITLAND PARK, FLORIDA

NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF FIRE
SERVICES NON-AD VALOREM
ASSESSMENTS

NOTICE DATE: August 20, 2020

Tax Parcel # []

As required by Section 197.3632, Florida Statutes, notice is given by the City of Fruitland Park that an annual assessment for fire services using the tax bill collection method may be levied on your property. The purpose of this assessment is to fund fire protection services benefitting property located within the City of Fruitland Park. The total annual Fire Services Assessment revenue to be collected within the City of Fruitland Park is estimated to be \$1,012,877 for fiscal year October 1, 2020 – September 30, 2021. The annual fire services assessment is based on the classification of each parcel of property and the number of billing units within the property categories.

The above parcel is classified as [].
The total number of billing units on the above parcel is [].
The type of billing units on the above parcel is [].
The annual Fire Services Assessment for the above parcel is \$[].
The maximum annual fire services assessment that can be charged without further notice for Fiscal Year 2020-21 and for future fiscal years for the above parcel is \$ _____.

A public hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be heard on September 10, 2020, at the Commission Chambers, 506 W. Berckman Street, Fruitland Park, Florida, for the purpose of receiving public comment on the proposed assessment. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City of Fruitland Park within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Persons with disabilities needing assistance to participate in this proceeding should contact the City Clerk at least 48 hours before the meetings at (352) 360-6727.

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

Resolution 2015-014, the Fire Services Ordinance 2016-007, the Tentative Rate Resolution 2020-027, and the Fire Assessment Role are available at the City Clerk's Office, at City Hall located at 506 W. Berckman Street, Fruitland Park, Florida, between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday.

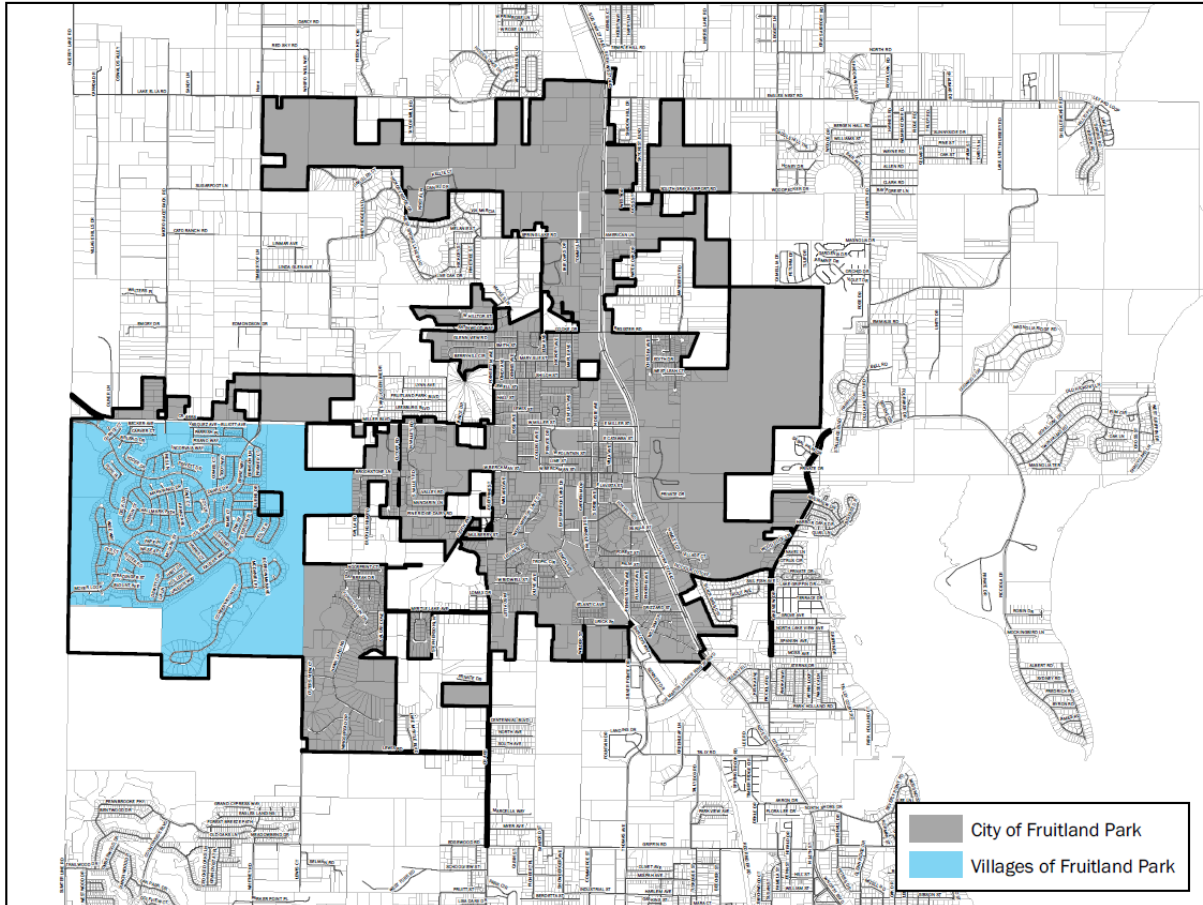
The fire services non-ad valorem assessment amount shown on this notice will be collected by the Lake County Tax Collector on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property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

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

*** THIS IS NOT A BILL ***

APPENDIX D

MAP SHOWING HISTORICAL FRUITLAND PARK BENEFIT AREA AND VILLAGE OF FRUITLAND PARK BENEFIT AREA



City of Fruitland Park Fire Assessment

PRELIMINARY FIRE ASSESSMENT RATES/REVENUES

FY 2020-21 Historical Fruitland Park Budget

Fire Dept. (General Fund)	\$929,057
Less Villages Contract	-\$352,291
Total Scenario 1	\$576,766

Collection Costs	
5% Statutory Discount	\$31,690
2% TC Costs	\$12,676
2% PA Costs	\$12,676
Total Collection Costs	\$57,043

Total Assessable Costs	\$633,809
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Historical Fruitland Park

- Gross Revenue – \$633,809¹
 - Exemption Buy-down – \$27,373
 - Net Revenue Certified to TC – \$606,435
 - Minus Collection Costs @ 9% – \$54,631
 - Estimated Realized Revenue from TC – \$551,804
 - Exemption Buy-down from general fund – \$27,373
 - Total Estimated Realized Revenue – \$579,177

FY 2020-21 Fire Assessment Rates

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$273.00
Non-Residential Property Use Categories	Rate Per Square Foot
Non-Residential	\$0.103

Villages of Fruitland Park Rates – \$186.00 per dwelling unit

- Gross Revenue – \$379,068
 - Estimated Collection Costs (@9%) – \$34,116
 - Estimated Net Realized Revenue from TC – \$344,952
 - Overage from FY 19-20 – \$9,085
 - Total Estimated Realized Revenue – \$354,037

Total Revenue for Historical Fruitland Park and Villages of Fruitland Park – \$1,012,877

¹ Revenues highlighted in yellow should be used for the preliminary rate resolution.

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

ITEM TITLE: Resolution 2020-029 SRO School Safety Reporting
ILA

For the Meeting of: July 9, 2020

Submitted by: City Attorney/City Clerk/City Manager/Police Chief

Date Submitted: June 30, 2020

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Yes (Proposed resolution and agreement)

Item Description: Resolution 2020-029 SRO School Safety Reporting
Guidelines interlocal agreement among the School Board of Lake County and law enforcement agencies to ensure the safety of the educational environment.

The city commission, at its May 14, 2020 regular meeting, adopted (Resolution 2020-021) a School Resource Officer Program for Fruitland Park Elementary School agreement with the Lake County School Board.

Action to be Taken: Adopt Resolution 2020-029

Staff's Recommendation: Approval.

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND LAW ENFORCEMENT AGENCIES INCLUDING THE CITY OF FRUITLAND PARK, FLORIDA RELATING TO THE REPORTING OF ACTS THAT POSE A THREAT TO SCHOOL SAFETY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Lake County, Florida and City of Fruitland Park has adopted and entered into the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for the School Resource Officer Program 2020/2021 wherein the City will provide a School Resource Officer for the Fruitland Park Elementary School for 2020/2021 school; and

WHEREAS, in accordance with §1006.13(4), Florida Statutes, the School Board and the City desire to specify guidelines for ensuring acts that pose a threat to school safety are reported to the City of Fruitland Park law enforcement agency; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds that it is prudent to specify in writing the parties obligations for reporting threats to ensure the safety of its residents, students and school personnel and further finds it is authorized by Section 163.01, Florida Statutes to enter into an agreement for this public purpose; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Interlocal Agreement between the School Board of Lake County, Florida and Law Enforcement Agencies.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Interlocal Agreement between the School Board of Lake County, Florida and Law Enforcement Agencies, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Interlocal Agreement between the School Board of Lake County, Florida and Law Enforcement Agencies.

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 9th day of July, 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

INTERLOCAL AGREEMENT BETWEEN SCHOOL BOARD OF LAKE COUNTY,
FLORIDA AND LAW ENFORCEMENT AGENCIES

This INTERLOCAL AGREEMENT (hereinafter "Agreement"), is between the Lake County Sheriff's Office, Astatula Police Department, Clermont Police Department, Fruitland Park Police Department, Groveland Police Department, Howey-in-the-Hills Police Department, Leesburg Police Department, Mount Dora Police Department, Tavares Police Department (hereinafter collectively "Law Enforcement Agencies") and the School Board of Lake County, Florida, a political subdivision of the State of Florida (hereinafter "School Board"), collectively the "Parties."

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Interlocal Agreement pursuant to the provisions of § 163.01, Florida Statutes; and

WHEREAS, the Parties are committed to ensuring the safety of the education environment; and

WHEREAS, the School Board and the Law Enforcement Agencies have executed individual agreements for the provision of one or more School Resource Officers (hereinafter "SRO"); and

WHEREAS, in accordance with § 1006.13(4), Florida Statutes, the Parties desire to specify guidelines for ensuring that acts that pose a threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and the benefits flowing from each to the other do hereby agree as follows:

1. Guidelines for Reporting. Pursuant to § 1006.13(4), Florida Statutes, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to

the School Principal, or his or her designee, who shall report the acts to the SRO and the School Board's School Safety Specialist.

2. Role of SROS. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SROs concerning appropriate delinquent acts and crimes.

3. Term of Agreement. This Agreement is effective upon execution by all parties and the term shall be consistent with the individual agreements for SROs with each Law Enforcement Agency.

4. Amendment to Agreement. This Agreement shall only be modified or amended by written agreement executed by all parties.

5. Execution of Agreement. This Agreement may be executed in multiple parts.

IN WITNESS WHEREOF, this Agreement has been executed individually by the parties below:

This space is intentionally left blank.

THE CITY OF FRUITLAND PARK

Attest: _____

Esther Coulson, City Clerk

By: _____

Chris Cheshire, Mayor

Date _____

Date: _____

Approved _____

Anita Geraci-Carver, City Attorney

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

ITEM TITLE:	Water Tank Maintenance Discussion
For the Meeting of:	July 9, 2020
Submitted by:	City Manager/Public Works Director
Date Submitted:	June 30, 2020
Funds Required:	Unknown
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	None

Item Description: **Water Tank Maintenance – discussion on the cleaning and maintenance of the elevated and ground storage water tanks.**

Action to be Taken:

Staff's Recommendation: .

Additional Comments: **N/A**

City Manager Review: **Yes**

Mayor Authorization: **Yes**

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

ITEM TITLE: Records Management - Veritone® Redact System Discussion

For the Meeting of: July 9, 2020

Submitted by: City Attorney/City Clerk/City Manager/Police Chief

Date Submitted: June 30, 2020

Funds Required: Yes

Account Number: 01512 30340

Amount Required: \$5,000

Balance Remaining: N/A

Attachments: Yes (license agreement, draft amendment, the city attorney's revisions, and Veritone Redact revised proposal FY 2020-21)

Item Description: Records Management - Veritone® Redact System

From January 5 to July 2, 2020, the city clerk has received 123 public records requests of which 23 were statutorily exempt from public disclosure or access and required redaction according to the public records law. During 2019, 151 records requests were received, 14 redacted. According to Chapter 119 of the Florida Statutes, records custodians must redact the exempt information and disclose the remainder of the public record.

Veritone Inc. provides a cost-effective file-sharing redacting system on video and audio records which are confidential or exempt (a useful tool for the designated records management liaison officers for the police department and the city clerk for the city) as well as public safety and judicial agencies .

As Veritone's license agreement was executed on December 17, 2019 and since the city attorney's report was given before the city commission at its March 12, 2020 regular meeting on the \$500,000 limitation liability proposed to Veritone, an impasse was reached as its legal team explained that they cannot be exposed to unlimited liability and the cap on liability (with the carve-out for Veritone's indemnification obligations) is standard for all agreements. A new quote is attached for \$5,000 per annum with a start date of October 1, 2020.

Action to be Taken: City commission action is needed on a liability cap.

Staff's Recommendation: Accept the agreement.

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between Veritone, Inc. (for itself and/or its subsidiaries), having a principal office located at 575 Anton Boulevard, Suite 100, Costa Mesa, CA 92626 ("Veritone") and the entity listed under Licensee Information below ("Licensee"), with respect to license(s) to Veritone's aiWARE Platform and related Services.

LICENSEE INFORMATION			
Agency Name:	Fruitland Park City Hall		Billing Contact Information
Agency Address:	506 W. Berckman St. Fruitland Park, FL 34731		Contact Name: Stevie Taub
Contact Name:	Stevie Taub		Contact Phone: 352-901-6019
Phone:	352-360-6727		Contact Email: staub@fruitlandpark.org
Email:	staub@fruitlandpark.org		Email for Invoices: Listed above
LICENSE AND SERVICES DETAILS			
Initial Term:	Start Date:	1/1/2020	End Date: 12/31/2020
No. of Users:	Three (3) Users		License Fee: \$5,000.00
Services:	<ul style="list-style-type: none"> - Veritone aiWARE™ Platform Access - Veritone Redact Application - Cognitive Processing (detailed below) - Standard webinar training and onboarding; technical support via phone, email and chat 		
Cognitive Processing:	License includes cognitive processing of up to fifty (50) hours of media uploaded by Licensee through the Redact Application during term. Additional processing over 50 hours will be charged at a rate of \$100.00 per hour of media uploaded to the Redact Application ("Additional Processing Fees").		
TERMS AND CONDITIONS			

- Master License Terms and Conditions.** This Agreement is governed by the Veritone Master License Terms and Conditions at <https://www.veritone.com/terms-conditions> (the "Terms and Conditions"), which are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions contained in the Terms and Conditions, the provisions of this Agreement shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms and Conditions.
- Redact Application and Cognitive Processing.** During the Term, Veritone will provide Licensee with access to the Redact Application and the cognitive processing specified above. Cognitive processing will be via an automated process within the Platform. Licensee will be responsible for uploading media in a format reasonably required by Veritone in order to ingest and process the media through the Redact Application. Licensee represents and warrants that it has the right to furnish to Veritone and to use such media in connection with Licensee's use of the Platform and Services.
- Limitations.** Licensee acknowledges that the Redact Application is intended to be used by Licensee only as a tool to support review and redaction of video footage, and the Redact Application and the results generated therefrom should not be considered or relied upon as a substitute for Licensee's customary review and redaction procedures. Licensee acknowledges that there are inherent limitations in artificial intelligence technologies, and Veritone makes no representations or warranties as to the accuracy, quality, sufficiency or usefulness of the results generated by the Redact Application. Licensee is solely responsible for verifying all results generated by the Redact Application as part of its customary review and redaction procedures.
- Payment Terms.** The License Fee will be invoiced upon execution of this Agreement and will be due and payable upon receipt of invoice. Thereafter, subject to credit approval, Veritone will submit an invoice for the Additional Processing Fees incurred during the previous month (if any), and such invoices will be due and payable by the first day of the month following the invoice date. Notwithstanding the foregoing, if the total Additional Processing Fees incurred during a calendar month are less than \$50.00, Veritone may, in its sole discretion, delay invoicing of such Additional Processing Fees until the total Additional Processing Fees incurred but not yet invoiced exceed \$50.00. All amounts are payable in U.S. dollars.
- Authority.** The person executing this Agreement on behalf of each party represents and warrants that he or she has full authority to execute the same on behalf of such party, and that no other actions or approvals are required for such party to enter into this Agreement and perform its obligations hereunder.

ACCEPTED AND AGREED BY:	
VERITONE, INC.	LICENSEE
Signature: 	Signature: 
Name: Mandy Aragon	Name: Stevie Taub
Title: Sr. Director, Corporate + Legal Affairs	Title: Sr. Director, Corporate + Legal Affairs
Date: 12/17/19	Date: 12/17/20

VERITONE, INC.

MASTER LICENSE TERMS AND CONDITIONS

These Master License Terms and Conditions (“Terms and Conditions”) apply to any License Agreement related to a license to access and use the Platform and associated Services (as such capitalized terms are defined hereinbelow).

- 1. License Agreement; Controlling Terms.** For purposes hereof, “License Agreement” shall mean the written license agreement, order form, subscription form, statement of work or other written document that evidences the purchase by a licensee (“Licensee”) of a license to access and use the Platform and Services from Veritone, Inc. or one of its subsidiaries (collectively, “Veritone”), either directly or through an authorized reseller of Veritone. The Platform means the Veritone aiWARE™ artificial intelligence operating system, which delivers near real-time media processing and analytics, enabling users to process, index, organize, manage, search, analyze and share audio, video and other data through a suite of applications and other services (collectively, the “Services”). The specific Services, fees and payment terms, amount of content processing, storage and/or data transfer (as applicable), number of authorized users (as applicable), and the term of the license shall be as set forth in the License Agreement. The License Agreement may also contain other license-specific terms and conditions. In the case of a License Agreement entered into directly between Veritone and Licensee, (a) the License Agreement and these Terms and Conditions are collectively referred to herein as this “Agreement”; (b) in the event of any conflict or inconsistency among the terms and conditions set forth in the License Agreement and in these Terms and Conditions, the rights and obligations of the parties shall be interpreted based on the following order of priority: (1) the License Agreement and (2) these Terms and Conditions; and (c) this Agreement constitutes the complete and exclusive agreement between Veritone and Licensee with respect to the Platform and Services, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter, and no additional or different provision contained in any purchase order form, order acknowledgment form, invoice or similar form of either party will be effective. In the case of a License Agreement entered into between Licensee and an authorized reseller of Veritone, these Terms and Conditions are referred to herein as this “Agreement” and represent the agreement between Veritone and Licensee governing the license(s) to the Platform and Services being purchased by Licensee from such reseller under that separate License Agreement, and Licensee acknowledges and agrees that Veritone is an intended third party beneficiary of such License Agreement with respect to this Agreement and, therefore, may enforce its rights hereunder directly against Licensee.
- 2. License, Reservation of Rights, Restrictions.**

 - 2.1. License.** Veritone hereby grants to Licensee, during the Term (as defined in Section 7 below), a non-transferable, non-sublicensable, non-exclusive, revocable license to access and use the Platform and Services, subject to the terms and conditions set forth in this Agreement (the “License”). Licensee agrees to use the Platform and Services only for its internal business purposes in accordance with the terms of this Agreement. For the avoidance of doubt, the Platform and Services and its content may not be displayed publicly; provided that, subject to the provisions of Section 2.4 (Restrictions) and Section 11 (Indemnification) of this Agreement, Licensee may post, publish or otherwise share its owned or licensed content via the Platform for which sharing capabilities are enabled during the Term in accordance with the terms of this Agreement.
 - 2.2. Reservation of Rights.** The Platform and Services are licensed by Veritone to Licensee, and not sold. Licensee acquires only the right to use the Platform and Services in accordance with this Agreement and does not acquire any rights of ownership. Nothing herein shall be construed to transfer any rights, title or ownership of any Veritone or Veritone-licensed software, technology, materials, information or Intellectual Property Rights to Licensee. All right, title and interest (including all Intellectual Property Rights) in and to the Platform and Services shall at all times remain the sole and exclusive property of Veritone and/or its respective licensors and all use thereof shall inure to the benefit of Veritone and/or its respective licensors. Except as expressly set forth in this Agreement, no right or license, express or implied, is granted to Licensee or any third party by estoppel, implication, exhaustion or other doctrine of law, equity or otherwise with respect to any product, service, software, technology, materials, information or Intellectual Property Rights of Veritone or its affiliates or licensors. “Intellectual Property Rights” means all forms of proprietary rights, titles, interests, and ownership including patents, patent rights, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, *droit moral* (moral rights), publicity rights and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefore and rights to apply for any of the foregoing.
 - 2.3. Third Party Licenses.** Certain software components of the Platform and Services are supplied pursuant to license agreements from third parties, and Licensee agrees that Licensee’s use of the Platform and Services shall be subject to the provisions of such third party license agreements.

2.4. Restrictions.

2.4.1. License Restrictions. Licensee agrees to use the Platform and Services only for lawful purposes and only as expressly authorized under this Agreement. Without limiting the generality of the foregoing, except as expressly authorized hereunder, Licensee agrees that it shall not, directly or indirectly: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display or otherwise make the Platform or Services, in whole or in part, including any content or data derived therefrom that is not directly owned by Licensee or for which Licensee has all necessary rights, available to any third party, or use the Platform or Services to provide services to any third party; (ii) reverse engineer, decompile, disassemble, modify, translate, reconstruct, omit, distort, obscure, copy or create derivative works of all or any portion of the Platform, Services, any underlying software, or any other Veritone Property (as defined below), or otherwise attempt to access the source code of the Platform or Services; (iii) incorporate any portion of the Platform or Services into Licensee's own programs or compile any portion of them in combination with Licensee's own programs; (iv) store or otherwise capture to physical media, or enable a third party to store or capture, the Platform or Services or any portion thereof; (v) permit any persons, other than Licensee's authorized users for which Licensee has procured User IDs pursuant to the License Agreement, to access and use the Platform or Services; or (vi) violate any laws, rules or regulations in connection with its use of the Platform or Services, including any data or content contained in, transmitted through or derived therefrom.

2.4.2. Prohibited Acts. Licensee acknowledges and agrees that Licensee is prohibited from doing any act that may have the effect of undermining the integrity of the Platform, Services, any related computer systems, infrastructure or environment, or the methods by which Veritone provides Services to users. Without limiting the generality of the foregoing, Licensee agrees that it shall not, directly or indirectly: (i) defeat, circumvent or modify any authentication technology or other security measures, controls, limitations, or content or functionality filters contained in or associated with the Platform or Services, or otherwise attempt to access any aspect of the Platform or Services that Licensee has not been granted authorization to access under the License Agreement; (ii) deploy or facilitate the use or deployment of any script, routine, robot, spider, scraper or any other automated means, method or device with respect to Licensee's access and use of the Platform and Services for any purpose, including to access, view, select, or copy in whole or in part, any content, program, functionality of the Platform or Services, or any other proprietary information or trade secret of Veritone that is made available through the Platform or Services; (iii) deploy or facilitate the use or deployment of any program, system, means, method or device, for any purpose that places an unreasonable, unnecessary or excessive demand or load on the Platform, Services, or related hardware and connections, or prohibits, denies or delays access to Services by other users or otherwise threatens the continuous services of Veritone's ISPs, suppliers and vendors; (iv) introduce into the Platform or Services any program, executable file or routine (such as a worm, Trojan horse, cancel-bot, time bomb or virus) irrespective of whether any such program or routine results in detrimental harm to the Platform, Services, or any underlying systems or programs; (v) remove any proprietary notices, labels or marks from the Platform or Services; (vi) establish any direct or deep link or other connection to any specific page or location within the Platform or Services, other than the Platform log-in page; (vii) use or attempt to use another user's account without authorization, or interfere with another user's access to the Platform or Services; or (viii) access or use the Platform or Services to design, develop, build, market or support a competitive product or service.

2.4.3. Content and Data Restrictions. Licensee agrees that it shall not: (i) upload or transmit through the Platform or Services any material, content, media or data (collectively, "Content") with respect to which Licensee does not either own all right, title and interest or have the appropriate license(s) for lawful use, or otherwise violate or infringe upon the intellectual property rights of any third party in Licensee's use of the Platform or Services, including the use or distribution of any data derived from the Platform or Services; or (ii) upload or transmit through the Platform or Services any Content which: (1) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (2) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or (3) creates or attempts to create any liability of Veritone.

3. Access and Use. Veritone will enable Licensee to access and use the Platform for the duration of the Term, subject to any early termination of this Agreement in accordance with the terms hereof. Access to the Platform will be through unique log-in credentials assigned to Licensee by Veritone (each, a "User ID"). Licensee shall be given that number of User IDs as specified in the License Agreement. Licensee will provide accurate and complete information in registering its authorized users for account access. Licensee acknowledges and agrees that the log-in credentials assigned hereunder are Confidential Information and may only be used by Licensee and its authorized users to access the Platform in accordance with the terms of this Agreement, and that Licensee will not publish, share, or otherwise enable any third party, directly or indirectly, to

access the Platform for any purpose. Licensee further agrees that Licensee is responsible for its and its authorized users' use of the Platform, including use via the User IDs, and for any consequences thereof. Licensee agrees to immediately notify Veritone of any unauthorized or improper use of any log-in credentials of Licensee. All of the rights, obligations, restrictions, representations and warranties related to Licensee's access and use of the Platform under this Agreement shall apply to Licensee and all of Licensee's employees, contractors, consultants, representatives and agents (collectively, "Representatives"). Licensee shall be responsible for all acts and omissions of its Representatives in the performance of this Agreement and for any breach of this Agreement by any of its Representatives.

4. Intellectual Property.

4.1. Veritone Property. As between Veritone and Licensee, Veritone and/or its respective licensors retain all right, title and interest (including Intellectual Property Rights) in and to the Platform and Services, including, but not limited to any elements, components, content, technology, software, code, documentation, derivative works, revisions, enhancements, modifications, condensations and/or compilations of or relating to the Platform and Services, and any trademarks, brand identifiers, materials and information, which are created, authored, developed, conceived and/or reduced to practice by Veritone and/or its respective licensors, including in connection with Veritone's provision of the Platform and Services to Licensee under this Agreement ("Veritone Property").

4.2. Licensee Property. As between Licensee and Veritone, Licensee retains all right, title and interest (including Intellectual Property Rights) in and to Licensee's Content, and any software, technology, trademarks, brand identifiers, materials and information which are independently created, authored, developed, conceived or reduced to practice by Licensee.

5. Licensee Content.

5.1. Content Ownership. Licensee represents and warrants that (i) Licensee and/or its licensors own all right, title and interest in and to all Content uploaded to or transmitted through the Platform or Services, or otherwise have all rights in such Content as necessary to use the same in connection with Licensee's use of the Platform and Services, (ii) such Content does not and will not misappropriate or infringe upon any third party's Intellectual Property Rights, or violate any other rights of any third party, and (iii) Licensee has all rights in such Content necessary to grant the rights contemplated by this Agreement.

5.2. License to Content. Unless otherwise specified in the License Agreement, Licensee hereby grants to Veritone a non-exclusive, royalty-free, worldwide license (i) to use and display all Content that Licensee provides to Veritone or that are otherwise uploaded to or captured by the Platform through Licensee's use of the Platform and Services to provide the Services and perform its obligations under this Agreement, directly or through its third party service providers, (ii) to share such Content with Veritone's third party service providers (and, where applicable, with Licensee's third party Representatives) in connection with Veritone's provision of the Platform and Services to Licensee, and (iii) to create aggregated or redacted forms of Content that do not identify Licensee or any of Licensee's users for Veritone's business purposes, including improvements and enhancements to the Platform and Services.

5.3. Third Party Data Sources. To the extent that any Content provided by Licensee includes data from third party sources, or Licensee is otherwise granted access to data from third party sources through the Services, Licensee represents that it holds a valid and current license from such third party data sources to access and use such data (each, a "Data License"). Licensee acknowledges and agrees that certain analytics functionality offered as part of the Services will not be available to Licensee without Licensee's licensed right to access and use any and all such third party data. Licensee agrees to notify Veritone promptly upon the expiration or termination of any such Data License.

6. Feedback. During the Term, Licensee may provide Veritone with such written evaluations, comments and/or suggestions (collectively, "Feedback") regarding the Platform or Services. Licensee acknowledges and agrees that any Feedback provided to Veritone by Licensee hereunder shall be deemed to be Veritone Property and Licensee hereby assigns all right, title and interest in and to such Feedback to Veritone and acknowledges that Veritone will be entitled to, without limitation, implement and exploit any such Feedback in any manner without any restriction or obligation. Notwithstanding the foregoing, Licensee acknowledges that Veritone is not obligated to act on any such Feedback.

7. Term and Termination.

7.1. Term. The term of this Agreement and the License shall be as set forth in the License Agreement (the "Term").

7.2. Termination. In addition to any termination rights expressly provided in the License Agreement, this Agreement may be terminated by either party if the other party (i) materially breaches any provision of this Agreement which remains uncured for a period of fourteen (14) days from the date of written notice of such breach; or (ii) makes an assignment

for the benefit of its creditors, is declared insolvent, or has a receiver or trustee in bankruptcy appointed to take charge of all or part of such party's property.

7.3. Effect of Termination. If at any time this Agreement is terminated, or upon expiration of the Term, (i) the License and all other rights granted to Licensee herein shall automatically terminate, (ii) Licensee shall immediately cease using the Platform and Services and shall comply with the Purge Obligation (defined below) with respect to the Platform, and (iii) Licensee shall no longer have access via the Platform to (x) any of the content uploaded to the Platform by Licensee or (y) any of the content, data or analytics derived from any Licensee uploaded content or Platform content that remains hosted on the Platform. As used herein, "Purge Obligation" means the complete deletion of all files on Licensee's computer systems, or other storage device or media under Licensee's ownership or control that contain copies of the Platform, or any portion thereof, including but not limited to, any data compiled by Licensee captured or otherwise obtained from or through the use of the Platform. Veritone shall have no liability to Licensee for any changes, limitations, suspensions, disablements, terminations or discontinuances of the Platform, or this Agreement.

7.4. Survival. The provisions of Sections 2.2 (Reservation of Rights), 4 (Intellectual Property), 6 (Feedback), 7.3 (Effect of Termination), 8.1 (Fees and Payments), 8.2 (Taxes), 10 (Confidentiality), 11 (Indemnification), 12.2 and 12.3 (Warranty and Disclaimers), 13 (Limitation of Liability), 14 (Miscellaneous) hereof and the payment terms of License Agreement, as applicable, shall survive the expiration or any early termination of this Agreement for any reason.

8. Fees, Charges and Payments.

8.1. Fees and Payments. In consideration for the License and Licensee's access and use of the Platform and Services, Licensee shall pay the license fees, and any applicable additional fees, as set forth in the License Agreement (collectively, the "Fees"). All Fees and other amounts due under this Agreement are payable in U.S. dollars.

8.2. Taxes. All Fees and any other amounts due hereunder are exclusive of taxes and similar assessments which may be imposed on the delivery of the Platform and Services and any other transactions contemplated hereby. Licensee shall be solely responsible for the payment of any and all sales, use, value added, excise, import, or other similar taxes or payments in lieu thereof, including interest and penalties thereon, imposed by any authority, government or governmental agency arising out of or in connection with amounts due hereunder (other than those levied on Veritone's income), and Licensee shall make such payments, and timely file any return or information required by treaty, law, rule or regulation. Upon request, Licensee shall provide Veritone with documentation evidencing such payments. If Veritone is required to pay any such taxes, duties or fees, Licensee shall reimburse Veritone immediately upon receipt of Veritone's invoice thereof.

8.3. Suspension of Platform Access. In addition to Veritone's termination rights set forth herein and without prejudice to any other rights of Veritone at law or in equity, Veritone may suspend its performance under this Agreement and any other agreement with Licensee and Licensee's access to the Platform if Licensee fails to comply with any part of its payment obligations set forth herein. Such suspension of service shall not suspend or otherwise affect Licensee's payment obligations set forth herein.

9. Changes to Platform, Service and Fees. Veritone may, from time to time, in its sole discretion, make changes to the Platform and Services, or a portion thereof including, without limitation, formats, content, reports, functionality, and/or techniques ("Service Change"). In the event of a Service Change, Veritone may, adjust the Fees for the Platform and Services ("Fee Change") in writing. Such Fee Change shall become effective on the date stated in Veritone's notice to Licensee unless, within fifteen (15) days after a Fee Change notice that would result in an increase in the Fees, Licensee notifies Veritone in writing of its refusal to accept the Fee Change, in which event the applicable License to Licensee shall terminate as of the effective date of the change; provided, however, that if the Fee Change is an increase in the Fees, Veritone may, in its sole discretion, elect to rescind the Fee Change, in which case the Platform and Services, as changed, shall continue as provided herein.

10. Confidentiality.

10.1. Confidential Information. Each party (a receiving party) acknowledges and agrees that during the Term and in the course of using the Platform and Services and performing its duties under this Agreement, it may obtain information relating to the other party (a disclosing party), its and/or its customers', vendors', or third party service providers' business or technologies, which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, software, algorithms, programs, schematics, data, technology roadmap, sales and marketing plans, and any other information which the receiving party knows or has reason to know is, or which by its nature would reasonably be considered to be, confidential, proprietary or trade secret information of the other party. Without limiting the foregoing, Confidential Information of Veritone shall include the Platform, Services and all associated software and documentation, as well as Feedback or any results of the evaluation or testing of the Platform or Services. The receiving party shall at all times,

both during the Term and for a period of three (3) years after its termination (or, in the case of the Platform, Services and any associated software or trade secrets, in perpetuity), keep in trust and confidence all Confidential Information of the disclosing party, and shall not (i) use such Confidential Information other than as expressly authorized under this Agreement or as required for the receiving party to perform its obligations under this Agreement, or (ii) disclose any Confidential Information of the disclosing party to third parties (other than to Veritone's third party service providers in connection with the performance of its obligations under this Agreement), without the disclosing party's prior written consent. The receiving party further agrees to immediately return to the disclosing party or destroy all Confidential Information (including all copies, extracts and summaries thereof) in the receiving party's possession, custody, or control upon the expiration or any termination of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving party's breach of this Agreement; (b) prior to disclosure hereunder, was already in the receiving party's possession and not subject to any confidentiality obligations, as demonstrated by written evidence; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party; or (d) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as demonstrated by written evidence.

10.2. Permitted Disclosures. The receiving party may make disclosures (i) as required by applicable law or the rules of a stock exchange on which such party's shares are then traded; or (ii) as compelled by court order issued by a court of competent jurisdiction provided that the receiving party subject to such court order (a) provides the disclosing party with prompt written notice of any such compelled disclosure, (b) uses diligent reasonable efforts to limit disclosure, (c) uses commercially reasonable efforts to obtain confidential treatment or a protective order in connection with the information subject to such compelled disclosure, and (d) allows the disclosing party to participate in any such proceeding.

11. Indemnification.

11.1. Licensee Indemnification of Veritone. Licensee will defend, indemnify and hold harmless Veritone and its subsidiaries, affiliates, successors, assigns, licensors, and their respective members, officers, directors, employees, licensors, agents, from and against any liability or expense, including, without limitation, any expenses, losses, damages, judgments, litigation costs and reasonable attorneys' fees, that Veritone may incur as a result of any claim, suit or proceeding brought against Veritone by any third party arising or resulting from (a) Licensee's breach of any representation, warranty, covenant or obligation contained in this Agreement; or (b) Licensee's use of the Platform or Services (including uploading, using, publishing, posting or otherwise sharing of Licensee's Content or any other data or content derived from the Platform or Services) in any manner that violates this Agreement, any laws, rules, regulations, or any third party terms and conditions, or that violates, misappropriates or infringes the rights (including Intellectual Property Rights) of any third party; *provided that* Veritone gives Licensee prompt notice of any such claims, cooperates with Licensee in responding to such claims, and permits Licensee to control the defense or settlement of such claims, subject to Veritone's right to (i) conduct the defense of such claims at Veritone's expense, or participate in the defense of such claims with its own counsel at its own expense, and (ii) approve any settlement that binds or purports to bind Veritone.

11.2. Veritone Indemnification of Licensee. Veritone will defend, indemnify and hold harmless Licensee and its subsidiaries, affiliates, successors, assigns, licensors, and their respective members, officers, directors, employees, licensors, agents, from and against any liability or expense, including without limitation, any expenses, losses, damages, judgments, litigation costs and reasonable attorneys' fees, that Licensee may incur as a result of any claim, suit or proceeding brought against Licensee by any third party arising or resulting from any allegation that the Platform or Services, or any part thereof, misappropriates or infringes upon any third party's Intellectual Property Rights, except to the extent such claims arise from Licensee's negligence, misconduct or violation of any terms of this Agreement; *provided that* Licensee gives Veritone prompt notice of any such claims, cooperates with Veritone in responding to such claims, and permits Veritone to control the defense or settlement of such claims, subject to Licensee's right to (i) conduct the defense of such claims at Licensee's expense, or participate in the defense of such claims with its own counsel at its own expense, and (ii) approve any settlement that binds or purports to bind Licensee. If the Platform, in whole in part, becomes or, in Veritone's opinion is likely to become, the subject of an infringement claim or action, Veritone may, at its option: (x) procure, at no cost to Licensee, the right for Licensee to continue using the Platform; (y) replace or modify the Platform to render the Platform non-infringing, provided there is no material loss of functionality; or (z) if, in Veritone's reasonable opinion, neither (x) nor (y) above is commercially feasible, terminate this Agreement and refund any prepaid amounts for unused Services during the terminated portion of the Term. The foregoing states Veritone's sole obligation and Licensee's exclusive remedy in the event any such infringement claim or action is commenced or is likely to be commenced.

12. Warranties and Disclaimers.

- 12.1. Mutual Warranties.** Each party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation, and has full power, rights and authority to enter into this Agreement and carry out its obligations hereunder; (ii) the person executing this Agreement is authorized to do so on its behalf; (iii) this Agreement is valid and legally binding upon it; and (iv) the execution, delivery and performance thereof by such party does not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound, nor would violate any applicable law or regulation.
- 12.2. Disclaimer.** THE PLATFORM, SERVICES AND ANY OTHER VERITONE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERITONE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OF PROCESSING RESULTS, ANY WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND WARRANTIES OF NON-INFRINGEMENT. VERITONE DOES NOT WARRANT THAT THE PLATFORM AND SERVICES ARE ERROR-FREE, WILL RUN UNINTERRUPTED, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM VERITONE SHALL CREATE ANY SUCH WARRANTY. LICENSEE HAS BEEN ADVISED AND AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VERITONE DOES NOT REPRESENT, WARRANT OR COVENANT THAT IT HAS SECURED ALL NECESSARY RIGHTS WITH RESPECT TO ANY PUBLIC MEDIA MONITORED AND/OR RECORDED BY THE PLATFORM AND IT IS LICENSEE'S SOLE RESPONSIBILITY TO IDENTIFY, SOLICIT AND OBTAIN ANY NECESSARY RIGHTS AND APPROVALS FOR ITS USE THEREOF.
- 12.3.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE INTERNET IS A PUBLIC NETWORK OVER WHICH VERITONE EXERTS NO CONTROL. VERITONE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY OR COMPLETENESS OF DATA TRANSMITTED OVER OR OBTAINED USING THE INTERNET, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH LICENSEE'S USE OF THE INTERNET. LICENSEE IS SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD AND OTHER SECURITY MEASURES TO PROTECT ITS SYSTEMS, DATA AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

13. Limitation of Liability.

- 13.1.** EXCEPT FOR (A) BREACHES OF EACH PARTY'S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY), AND (B) AMOUNTS FINALLY AWARDED OR SETTLED IN A THIRD PARTY CLAIM FOR WHICH A PARTY IS RESPONSIBLE UNDER SECTION 11 (INDEMNIFICATION), NEITHER PARTY, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2.** EXCEPT WITH RESPECT TO VERITONE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, VERITONE'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID BY LICENSEE TO VERITONE DURING THE TERM.

14. MISCELLANEOUS

- 14.1. No Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights and obligations under this Agreement without the consent of the other party to an affiliate directly or indirectly controlling, controlled by, or under direct or indirect common control with such party or in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction. This Agreement inures to the benefit of and shall be binding on the parties' permitted assignees, transferees and successors.
- 14.2. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and the other provisions of this Agreement remain in full force and effect.
- 14.3. No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

- 14.4. Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California (other than the conflict of law rules) and subject to the sole jurisdiction of the courts sitting in Orange County, California. Notwithstanding the foregoing, nothing in this Section 14.4 shall be deemed to limit the parties' rights to seek injunctive relief in any other court of law of competent jurisdiction.
- 14.5. Independent Contractors.** This Agreement does not create any relationship other than Veritone as an independent contractor performing services covered by this Agreement and Licensee as the party contracting with Veritone for those services. No party is a partner or a legal representative of the other for any purpose whatsoever, nor is any party authorized to make any contract, agreement or warranty on behalf of any other party. Under no circumstance shall one party's employees be construed to be employees of the other party.
- 14.6. Publicity.** Except as required or compelled by applicable law, the rules of any stock exchange, or a court order issued by a court of competent jurisdiction, neither party will make any public statement regarding, or disclose, advertise or publish the terms and conditions of this Agreement without the prior written consent of the other party; provided, however, that Veritone may reference Licensee on Veritone's website, other marketing and media relations materials, investor relations materials, and as a customer in Veritone's SEC filings.
- 14.7. Notices.** All notices to either party shall be in writing and delivered by hand or by certified mail or overnight delivery service to the address set forth by Licensee and/or Veritone in the License Agreement, or to such other address as either party shall give by notice to the other party. Alternatively, the parties may, at their election, utilize email as the method of delivery of any such notice to be provided hereunder. Any such notices sent by email shall be delivered to the email addresses set forth in the License Agreement, or such other email address as designed by a party during the Term. Notices shall be deemed effective when delivered to the applicable address, unless any such notice is sent by email, in which event, notice shall be deemed effective upon confirmation of delivery by a "read receipt" or other such notice generated by the applicable email system, but in any event, by reply of the recipient of such notice.
- 14.8. Electronic Communication.** In connection with its use of the Platform and Services, Licensee consents to receiving communications from Veritone electronically. Veritone will communicate with Licensee by e-mail or by posting notices on the Platform or through any Services. Licensee agrees that all notices, disclosures and other communications that Veritone provides to Licensee electronically satisfy any legal requirement that such communications be in writing.
- 14.9. Force Majeure.** Except for the obligation to make payments of any Fees or any other amounts due hereunder, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond such party's control including acts of war, terrorism, acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet, or any component comprising or operating the network infrastructure thereof (each, a "Force Majeure Event"), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Veritone is unable to provide Service(s) for a period of one hundred and twenty (120) consecutive days as a result of a continuing Force Majeure Event, either party may elect to terminate this Agreement.
- 14.10. Construction.** This Agreement shall be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party. Each party has had the opportunity to consult with counsel in the negotiation of this Agreement.
- 14.11. Counterparts.** This Agreement may be executed in one or more counterparts (including fax or email) each of which shall be deemed an original but all of which taken together shall be deemed one and the same instrument.
- 14.12. Headings.** Unless otherwise expressly stated in this Agreement, the words "herein," "hereof," "hereto," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection, or other subdivision. The words "include" and "including" shall not be construed or interpreted as terms of limitation. The words "day," "month," and "year" mean, respectively, calendar day, calendar month, and calendar year. Section headings are for reference purposes only, and should not be used in the interpretation hereof.
- 14.13. Amendment.** No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in a writing that references this Agreement and is signed by duly authorized representatives of Licensee and Veritone.
- 14.14. Attorney's Fees.** If any action arises under this Agreement, including, without limitation the interpretation or enforcement of any term of this Agreement, the prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and related costs.

ADDENDUM TO LICENSE AGREEMENT WITH VERITONE INC.

This Addendum is added to the Master License Terms and Conditions and the Agreement for Veritone aiWARE™ Platform Access, Cognitive Processing, and Standard webinar training and onboarding; technical support via phone, email and chat services between the City of Fruitland Park and Veritone Inc. executed on December 17, 2019

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

By signing, you agree that you have read, understand and will comply with all terms, conditions and statements listed.

This Agreement must be approved by a Veritone Inc. Authorized Officer.

Client:

Greg Lovvick

Please Print Name

Greg Lovvick

Title:

Greg Lovvick

Signature:

12/18/19

Date:

Veritone Inc.

Mandy Arsaga

Please Print Name

Sr. Director, Corporate +

Title: *Legal Affairs*

Mandy Arsaga

Signature:

12/18/19

Date

AMENDMENT NO. 1 TO LICENSE AGREEMENT

This Amendment No. 1 to License Agreement (the “Amendment”) is entered into effective as of January 10, 2020 (“Effective Date”), by and between Veritone, Inc. (“Veritone”) and Fruitland Park City Hall (“Licensee”).

WHEREAS, Veritone and Licensee have entered into that certain License Agreement having an effective date of December 17, 2019 (the “Agreement”); and

WHEREAS, the parties desire to amend certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

2. **Master License Terms and Conditions.** The parties agree to amend certain terms and conditions contained in the Master License Terms and Conditions as follows:

a. **Changes to Platform, Service and Fees (Section 9).** The following sentence shall be added to the end of Section 9:

“Notwithstanding the foregoing, during the initial Term of a License Agreement, Veritone will not adjust the Fees under such License Agreement.”

b. **Limitation of Liability.** Section 13.2 shall be deleted in its entirety and replaced with the following:

“EXCEPT WITH RESPECT TO VERITONE’S INDEMNIFICATION OBLIGATIONS HEREUNDER, VERITONE’S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED _____ TIMES THE FEES PAID BY LICENSEE TO VERITONE DURING THE TERM.”

c. **Controlling Law (Section 14.4).** The first sentence of Section 14.4 shall be deleted in its entirety and replaced with the following:

“This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (other than the conflict of law rules) and subject to the sole jurisdiction of the courts sitting in Lake County, Florida.”

3. **Other Terms Unchanged.** Except as expressly amended hereinabove, all other terms and conditions set forth in the Agreement shall remain in full force and effect, and the Agreement, as amended by this Amendment, shall continue to be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized representatives as of the Effective Date.

VERITONE, INC

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



575 Anton Blvd., Costa Mesa, CA 92626

Quote Prepared for:
Fruitland Park Police Department
c/o Esther Coulson

Quote #004694
Date of Quote: 6/24/2020
Quote Valid Through: 10/1/2020

Term Length: 12 Months

Product: Redact	Annual License	Annual Hours	Total
Veritone Redact Application	\$ 5,000.00	50.00	\$ 5,000.00
Total For Term			\$ 5,000.00

Quote Includes:

12 Month Access to Veritone Redact Application
Up to 50 hours of media uploaded into Veritone Redact during term
Overage hours will be billed at \$100/hr during term, as incurred
Customer Success Support (email, phone, chat)

Support: Support is available during business hours via phone, email, and live chat. 'Support' includes technical issue resolution, Q&A with a Veritone Customer Success Manager or agent, and access to helpdesk reference materials. Enhanced support services are available for additional fees, to be quoted upon request.

Master License Terms and Conditions: This Agreement and Licensee’s access to and use of the Platform and Services are governed by the Veritone Master License Terms and Conditions (GLC) at <https://unlock.veritone.com/license-terms-glc> (the “Terms and Conditions”). In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions contained in the Terms and Conditions, the provisions of this Agreement shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms and Conditions.



*Public Safety Records and
Technology Compliance Solutions*

OCTOBER 8, 2019

Esther Coulson
Fruitland Park City Clerk
Via e-mail: ecoulson@fruitlandpark.org

Re: Veritone Redact

Dear Ms. Coulson,

Enclosed herein is pricing information for our Veritone Redact product and related services. Should you need further information, feel free to contact Kristina Boyd, our Chief Growth Officer at kristina@policerecordsmanagement.com

Regards,

Ed

E.N. Claughton, III, CEO
PRI Management Group

Copies to: Kristina Boyd, CGO

I. Overview

The Fruitland Park City Clerk is seeking a video/audio redaction solution to enable the agency a cost-effective method for achieving compliance with Florida's broad public records laws.

II. Objectives

The objectives of this investment include the following:

- Reducing the strain on agency resources resulting from public requests for video/audio records and the time required for redaction;
- Obtaining a secure system for managing requests for agency video/audio records including the ability to redact these records according to:
 - Florida's public records exemptions and confidentiality requirements
 - CJIS Security Policy
 - Medical/mental health privacy rights

III. Results

The value that the Fruitland Park City Clerk may derive from the implementation of the Veritone Redact system and related services includes:

- Immediate access to the Veritone web-based redaction system to include implementation and technical support;
- User training;
- Florida's public records training;
- Significant reduction in staff time spent on redacting records;
- The ability to receive and respond to requests for records online and provide video files to requesters online. Our file sharing system includes the following:
 - An embedded video player for both the requester and agency staff to view the video as sent to the requester;
 - Visible audit trail indicating the recipient has received the file and opened it (i.e. confirmation the prosecutor's office has received the file);

- The ability to post and receive comments on the file and communicate with the requester; includes time/date stamps of each communication;
- Maintain an index of public records requests and status of request;
- Send redacted video via internal workflow approval to supervisor(s) prior to release.
- Customized agency policy governing public records requests and the use of the Veritone system;
- Research and development of an agency Digital Media Unit to include:
 - Staffing analysis
 - Development of agency-specific job descriptions and pay schedules in collaboration with City staff
 - Facilities and technical resources requirements analysis

IV. About Us

PRI is a criminal justice records management and technology consulting and training firm that provides systems integration, public records compliance, and technical support services to law enforcement agencies. In business since 2008, PRI is an official channel partner to Veritone, Inc., and is the only authorized provider of Veritone products to criminal justice agencies.

Our training division provides state-specific public records training across the country and has trained over 4000 personnel seeking to achieve compliance with legal requirements. Our staff includes former police records managers and technologists who specialize in this very specific field.

Our consulting division provides comprehensive technical solutions enabling agencies to manage agency records and data in the most efficient and cost-efficient manner utilizing a combination of sound, forward-thinking business process and artificial-intelligence enabled technologies.

V. Options

There are several ways to achieve the objectives listed above, all of which will provide varying degrees of the desired results. Some of the options provide more value than the others and by providing you these options, you have the flexibility to decide which is most attractive in relation to your investment. See the following page.

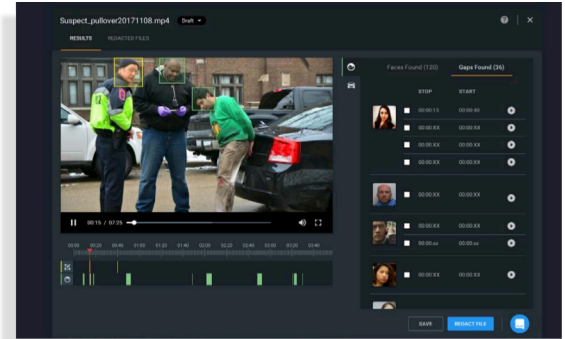
Authorized Veritone Partner

Government pricing provided.



Veritone Redact

- Save significant time on video redaction through **automatic face detection and keyword identification**. Images will be tracked automatically, giving you the option of what to redact.
- Listen to the audio while a **transcript is created** and follows along karaoke style- click on any word to find that point in time in the video.
- Type in keywords in the search bar to view them in the transcript.
- Full **chain of custody** maintained- all actions are audited and downloadable as audit logs in an Excel file.



Licensing

Pricing is based on the number of hours of video processed for redaction. Add-on services below.

- Minimum offering of up to 2 hours of video per month. \$2400/year. 1 yr. commitment
- 50 hours of video usable at anytime throughout the year. \$5000/year
- 100 hours of video usable at anytime throughout the year. \$9500/year
- 250 hours of video usable at anytime throughout the year. \$22,500/year

OPTION 1

Veritone Redact Only

Includes implementation and technical support.

See pricing above.

OPTION 2

Veritone Redact + Learn

#2a: 1-day system and public records compliance training Licensing plus \$2500.

#2b: 2 days of training. Licensing plus \$4000.

OPTION 3

Veritone Redact + Ready

#3a: Customized agency public records and Veritone policy. Licensing + \$750.

#3b: Research and development of new agency Digital Media Unit. Licensing + \$7500.

#3c: Send and share public records/video via online portal. Licensing + \$750/yr.

Pricing

Option 1: Veritone Redact Only Licensing Pricing (SELECT ONE)			Select
Option #1a	Includes up to 2 hours of video monthly for 1 year (24 hours). Minimum requirement of 1-year purchase. Overages charged @ \$100/hour.	\$2400/year	
Option #1b	Includes 50 hours of video usable at any time throughout the year.	\$5000/year	
Option #1c	Includes 100 hours of video usable at any time throughout the year.	\$9500/year	
Option #1d	Includes 250 hours of video usable at any time throughout the year.	\$22,500/year	
Option 2: Veritone + Learn			
Option #2a	Veritone Redact plus one day public records training.	Licensing +\$2500 fee	
Option #2b	Veritone Redact plus two days public records training.	Licensing +\$4000 fee	
Option 3: Veritone + Ready			
Option #3a	Veritone Redact plus agency-specific policy.	Licensing + \$750 fee	
Option #3b	Research & development of Digital Media Unit.	Licensing + \$7500 fee	
Option #3c	Online public records request portal.	Licensing + additional yearly fee of \$750	
Annual Licensing			

This is a quote only. All options include implementation and support. Upon selection of your desired services, please submit this form to PRI. We will send our software agreement for review and approval.

**One-time fee total
Due upon contract**

Agency name

Your name

Date

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

ITEM TITLE:	City Manager's Report
For the Meeting of:	July 9, 2020
Submitted by:	City Manager
Date Submitted:	June 30, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	No

Item Description:

- i. Economic Development Status Update**
- ii. COVID-19 Status Update**
- iii. Public Works Building Location Discussion**
- iv. City Logo – Flags Discussion**

Action to be Taken:

Staff's Recommendation:

Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET

Item Number: 6 b

ITEM TITLE: CITY ATTORNEY REPORT

For the Meeting of: July 9, 2020

Submitted by: City Attorney

Date Submitted: July 1, 2020

Funds Required: None

Attachments: None

Item Description: City Attorney Report

City of Fruitland Park v. T.D. Burke, Lake County Case No. 2019-CA-001894 (Judge Baxley): On March 19, 2020, the City issued First Set of Admissions Directed to Defendant T. D. Burke and First Request for Production to Defendant T. D. Burke. Responses are due April 20, 2020. Responses were received. Documents responsive to the requests are in the process of being provided. On April 20, 2020 Defendant filed a Motion for Summary Judgment. The previously scheduled hearing of June 10, 2020 was cancelled by the Judge and has been rescheduled to July 27, 2020. No updates since last meeting.

City of Fruitland Park v. State of Florida – Department of Management Services: On December 26, as previously reported, Mr. Thomas filed the Petition on behalf of the City. The State of Florida, Division of Administrative Hearings tentatively scheduled the hearing for May 4-6 in Tallahassee; however, it was canceled. DOAH has tentatively rescheduled the hearing to take place in Tavares August 18 – 20, 2020. No updates since last meeting.

Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke): 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. On March 11, 2020, the City received discovery requests, interrogatories, and request for documents. The City is currently preparing responses.

On March 12, 2020 Circuit Court Welke entered an Order referring the Motion to Dismiss to the General Magistrate to hold a hearing on the Motion. On March 20, 2020 Plaintiffs' attorney filed an objection to the Order referring to the General Magistrate; therefore, Judge Welke will hold a hearing on the City's Motion to Dismiss. A hearing on the Motion has not yet been scheduled. No updates since the last report. No updates since last meeting.

Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026 (Judge Davis):

Plaintiff purports to be the mortgage holder on Lake County Parcel Id. 10-19-24-0002-000-07500 for a loan issued to Stephen P. Angelillo. The City is named as a party defendant because the City has an existing code enforcement lien recorded against the same property. The City's lien also

encumbers additional parcels. The Plaintiff has filed an action to foreclose the property and seeks to extinguish the City's lien as against the above-described parcel. As of June 29, 2020, the accumulated fines are approximately \$82,000.00.

The City was served with the lawsuit on June 23, 2020. A responsive pleading is due on July 13, 2020. A copy has been submitted to the City's insurance company to determine whether or not there is coverage to defend the City in this action. If not, I will file a responsive pleading on behalf of the City.

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

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

ITEM TITLE:	Public Comments
For the Meeting of:	July 9, 2020
Submitted by:	City Clerk
Date Submitted:	June 30, 2020
Funds Required:	None
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, Resolution 2013-023, Public Participation Policy

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

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

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

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

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

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

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

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

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

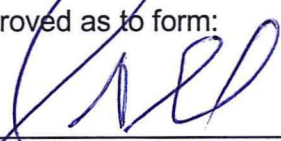
ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney