

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

August 26, 2021

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

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Jabari Hopkins, Human Resources Director

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATION – Caption Call® (city clerk/city manager/human resources director)

CaptionCall, federally funded program to benefit individual with hearing loss - Mr. Michael McQuilkin

4. RECESS TO THE LOCAL PLANNING AGENCY

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

5. RECESS TO THE COMMUNITY REDEVELOPMENT AGENCY

As soon as practical at 6:30 p.m., recess to the Community Redevelopment Agency meeting.

6. CONSENT AGENDA

Approval of Minutes (city clerk)

- July 22, 2021, regular

7. REGULAR AGENDA

(a) Resolution 2021-031 Opioid Settlement MOU-Unified Plan (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; AUTHORIZING CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN REGARDING OPIOID LITIGATION; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.

- (b) Grant Writer - Liberty Partners of Tallahassee LLC**
- i. ARPA Discussion** (city manager
Discussion on the American Rescue Plan Act 2021 –
Coronavirus Local Fiscal Recovery Fund
- ii. Resolution 2021-032 Liberty Partners of Tallahassee Contract Addendum** (city manager/city attorney)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT ADDENDUM FOR PROFESSIONAL GOVERNMENTAL CONSULTING SERVICES AND MANAGEMENT OF THE AMERICAN RESCUE PLAN ACT FUNDING BETWEEN LIBERTY PARTNERS OF TALLAHASSEE, LLC AND CITY OF FRUITLAND PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.
- (c) Community Center Pavers Quotes** (city manager/parks and recreation director)
Motion to approve the CRA’s recommendation on the paving installation quotes for the length of the community center building from Paradise Pavers & Coping LLC for \$17,284 and Deep South Scapes for \$18,543.
- (d) 2021 Street Repair and Maintenance Road Paving Proposal** (city manager/public works director)
Motion to approve the CRA’s recommendation on Paqco Inc. “Paquette Company” (piggyback contract with Lake County) for \$172,770.
- (e) Sewer Truck Crane and Body Quotes** (city manager/public works director)
Motion to consider the crane purchase quotes:
- Tampa Crane and Body, \$16,825 and
 - General Truck Equipment and Trailer Sales Inc., \$14,725

QUASI-JUDICIAL PUBLIC HEARING

- (f) First Reading and Quasi-Judicial Public Hearing – 2021-010 Private Property Rights Element – Comprehensive Plan Amendment** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184; AMENDING THE CITY'S COMPREHENSIVE PLAN; ADDING AND ADOPTING, PRIVATE PROPERTY RIGHTS ELEMENT OF THE COMPREHENSIVE PLAN; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

END OF QUASI-JUDICIAL PUBLIC HEARING

- (g) First Reading and Public Hearing – Ordinance 2021-011 –Second Extension Solid Waste Collection Franchise Agreement – Waste Management Inc.** (city attorney/city manager)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A SECOND EXTENSION OF ITS SOLID WASTE COLLECTION FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on September 9, 2021.)

- (h) First Reading and Public Hearing – Ordinance 2021-012 Fire Department Termination** (city attorney/city manager)

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, REPEALING SECTION 30.06 IN CHAPTER 30, AND SECTIONS 31.56 – 31.71, IN CHAPTER 31 ALL OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK, TO ELIMINATE THE FIRE DEPARTMENT OF THE CITY OF FRUITLAND PARK; AMENDING SECTION 31.55, IN CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK TO PROVIDE FOR THE PROVISION OF FIRE

SERVICES THROUGH INTERLOCAL AGREEMENT; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on September 9, 2021.)

(i) First Reading and Public Hearing – Ordinance 2021-013 Traffic Movement Three-Way Stop Sign Installation – Bidwell Street and Willard Avenue (city attorney/city manager/Police Chief)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONTROLLING AND REGULATING TRAFFIC MOVEMENT BY DESIGNATING THE INTERSECTION OF WEST BIDWELL STREET AND WILLARD AVENUE AS A THREE-WAY STOP; PROVIDING FOR DIRECTIONS AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT HEREIN; SETTING AN EFFECTIVE DATE. (The second reading will be held on September 9, 2021.)

8. (a) City Manager

i. Economic Development Status Update

ii. Fire Rescue Services Status Update Report (city manager)

(b) City Attorney

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

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

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

9. UNFINISHED BUSINESS

10. 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.

11. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER

- September 6, 2021, Labor Day, City Hall Closed;
- September 9, 2021, City Commission regular at 6:00 p.m.;
- September 10, 2021, Lake County League of Cities (LCLC) *Sheriff's Update*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- September 18, 2021, Fruitland Park Day and Annual BBQ Cook-off at 10:00 a.m.;
- September 23, 2021, 2021 Lake County/Municipal Economic Development Summit, Mission Inn Resort and Club, 10400 FL-48, Howey-in-the-Hills, Florida 34737 at 7:30 a.m.;
- September 23, 2021, City Commission regular at 6:00 p.m.;

- October 6, 2021 Annual Public Meeting - Lake County Legislative Delegation – 2022 Session/Hearings, Venetian Center, 1 Dozier Circle, Leesburg, Florida 34748 at 9:00 a.m.;
- October 8, 2021, LCLC Congressman Daniel Webster *Washington Update*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- October 14, 2021, City Commission regular at 6:00 p.m.;
- October 23, 2021, Trick or Trot TBD;
- October 27, 2021, Lake LCLC *Sheriff's Update*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- Lake~Sumter Metropolitan Planning Organization (LS~MPO) Governing Board Meeting, MPO Board Room Suite 175, 1300 Citizens Boulevard, Leesburg, Florida 34748 at 2:00 p.m.;
- October 28, 2021, City Commission 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 – Caption Call®
For the Meeting of: August 26, 2021
Submitted by: City Clerk/City Manager/Human Resources
Director
Date Submitted: August 16, 2021
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Yes, brochure

Item Description: Special Presentation - Caption Call®, a federally funded program to benefit individual with hearing loss.

Action to be Taken: None

Staff's Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes



CaptionCall is only for people with hearing loss that need captions to use the phone effectively. It's easy to help someone request CaptionCall.

How to Request CaptionCall

1. Visit www.CaptionCall.com
2. Click the order button and complete the form
3. We will contact the user to explain service and/or schedule installation
4. CaptionCall delivers, installs, and trains users at no cost.

Connect someone with CaptionCall today

877-385-0936 | CaptionCall.com

CaptionCall is available in the United States ONLY. FEDERAL LAW PROHIBITS ANYONE BUT REGISTERED USERS WITH HEARING LOSS FROM USING INTERNET PROTOCOL (IP) CAPTIONED TELEPHONES WITH THE CAPTIONS TURNED ON. IP Captioned Telephone Service may use a live operator. The operator generates captions of what the other party says. These captions are then sent to your phone. There is a cost for each minute of captions generated, paid from a federally administered fund. No costs are passed along to individuals who qualify for the service. The CaptionCall phone remains property of CaptionCall in order to provide ongoing support, service, and upgrades.

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CaptionCall, Life is Calling, SilkScroll, and the Spiral mark are registered trademarks of CaptionCall, LLC.

234-0620



An advantage that's loud and clear

CaptionCall connects people with life

Help the people in your care have better phone conversations.





Nearly half of people over age 75 have hearing loss—which means most have trouble using the phone. And that’s no small matter.

CaptionCall connects people with friends and family. It connects them to services, from hair stylists to healthcare providers. It gives people more independence. CaptionCall helps people feel less isolated with the world.



How does CaptionCall help?

A CaptionCall phone displays big, easy-to-read text that automatically captions telephone conversations. A user can read what someone is saying.

The CaptionCall phone dials, rings, and works just like regular telephone, so it’s easy to use. And it reduces the burden of caregivers by giving back a person’s freedom to effectively use the phone.

Everyday help, everywhere

CaptionCall can be set up in a person’s home, in a care facility, even on an iPhone or iPad.

- Works with Wi-Fi and a standard phone line
- iPhone and iPad app caption mobile conversations
- No cost for any equipment or service—ever

Connect someone with CaptionCall today!

877-385-0936 | CaptionCall.com



Why is there no cost for CaptionCall?

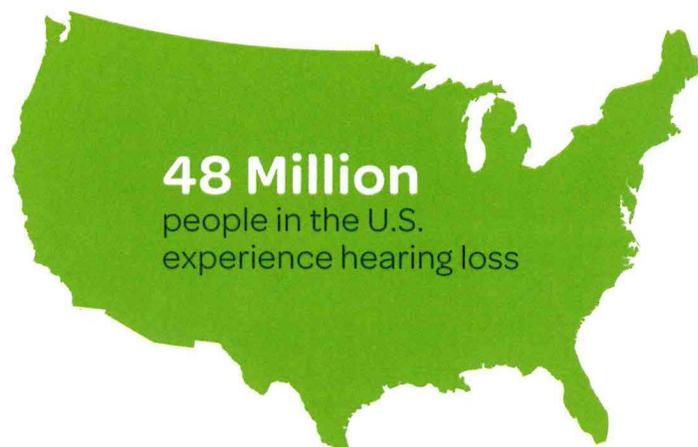
CaptionCall is part of a federally funded program to benefit people with hearing loss. This fund pays the total cost of service for qualified users.

Care that's loud and clear



→ Help patients address hearing challenges now

48 million people in the U.S. experience hearing loss, but very few take action. When left untreated, hearing loss is associated with social isolation, depression, and early onset dementia. You can help.



“Every physician’s office that caters to the senior population should offer this amenity to their patients. Not only has it helped our patients in their personal lives, but it has helped our staff communicate via phone with our hard of hearing patients much more effectively.”

—Tasha, Reliance Medical Centers in Lakeland, Florida

Life is
Calling*

CaptionCall.com

Better hearing means better health

On average, it takes 7 years for someone to seek help for hearing loss. Concerns about cost, personal denial, or even not realizing there is a problem can prevent timely treatment. The CaptionCall phone displays captions of conversations. It is a no-cost* phone and service for your eligible patients, funded by the Americans with Disabilities Act (ADA).



You can support a patient's hearing health right away.

- ➔ **Regular hearing tests.** When performed in a doctor's office, screenings are billable to Medicare.
- ➔ **Professional encouragement.** Patients who disregard complaints from family members may respond to your suggestions. They can learn new communication strategies, get hearing aids or other assistive listening technology, or seek medical treatment or surgery.
- ➔ **Captioning technology.** People with hearing loss experience significantly more comprehension when visual elements are added to audio phone calls.*

Start sharing CaptionCall with your eligible patients today!

To learn more, contact your Account
Manager or visit www.CaptionCall.com.

* Professional certification required for your patients to participate in this no-cost program.
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CaptionCall

Michael McQuilkin
Account Manager
Florida

(352) 409-7987
mquilkim@captioncall.com
Customer Support: 877-557-2227

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

ITEM TITLE:	Local Planning Agency (LPA) Meeting
For the Meeting of:	August 26, 2021
Submitted by:	City Clerk
Date Submitted:	August 16, 2021
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, LPA Establishment
 Item Description:	 LPA Establishment Ordinance 226 and Florida Statutes 163.3174
 Action to be Taken:	 As soon as practical, recess to the Local Planning Agency meeting.
 Staff's Recommendation:	 N/A
 Additional Comments:	 None
 City Manager Review:	 Yes
 Mayor Authorization:	 Yes

AN ORDINANCE OF THE (CITY ~~OR COUNTY~~) OF Fruitland Park,
 FLORIDA, DESIGNATING AND ESTABLISHING THE City Commission
 AS ITS LOCAL PLANNING AGENCY PURSUANT TO THE LOCAL GOVERNMENT
 COMPREHENSIVE PLANNING ACT OF 1975 (Chapters 163.3161 - 163.3211,
 Florida Statutes); SETTING FORTH SAID AGENCY'S DUTIES AND RESPON-
 SIBILITIES; ESTABLISHING SAID AGENCY'S ORGANIZATION, RULES AND
 PROCEDURES; REQUIRING THAT ALL MEETINGS BE PUBLIC AND PROVIDING
 FOR THE KEEPING OF PUBLIC RECORDS; PROVIDING FOR FINANCIAL
 SUPPORT; PROVIDING FOR SEVERABILITY OF ANY PORTION DECLARED
 INVALID; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND
 PROVIDING FOR THE EFFECTIVE DATE HEREOF. *THIS IS AN EMERGENCY
 ORDINANCE EFFECTING THE WELFARE OF THE CITIZENS.*
 BE IT ORDAINED BY THE City Commission OF
 THE (CITY ~~OR COUNTY~~) OF Fruitland Park, FLORIDA:

Section 1. AUTHORITY. This ordinance is enacted pursuant to
 and in accordance with, provisions of Chapter 163, Florida
 Statutes (Local Government Comprehensive Planning Act of 1975).

Section 2. DESIGNATION AND ESTABLISHMENT OF LOCAL LAND
 PLANNING AGENCY. Pursuant to, and in accordance with, Section
 163.3174, of Florida Statutes (the Local Government Comprehen-
 sive Planning Act of 1975) the City Commission
 is hereby designated and established as the local planning
 agency for the ~~(City)~~ incorporated territory of Fruitland Park,
 Florida.

Section 3. DUTIES AND RESPONSIBILITIES OF THE LOCAL PLANNING
 AGENCY. The local planning agency, in accordance with the
 Local Government Comprehensive Planning Act of 1975, Section
 163.3161-3211, Florida Statutes, shall:

- (a) Conduct the comprehensive planning program and prepare
 the comprehensive plan or elements or portions thereof
 for the (City ~~or County~~) of Fruitland Park;
- (b) Coordinate said comprehensive plan or elements or portions
 thereof with the comprehensive plans of other appropriate
 local governments and the State of Florida;

- (c) Recommend said comprehensive plan or elements or portions thereof to the City Commission for adoption; and
- (d) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the City Commission such changes in the comprehensive plan as may be required from time to time.

Section 4. ORGANIZATION, RULES AND PROCEDURES OF THE AGENCY.

Members of the local planning agency shall continue to be appointed and follow such rules of procedure, methods of choosing officers, setting of public meetings, providing of financial support, and accomplishing its duties as provided in The City Charter.

Section 5. PUBLIC MEETINGS AND RECORDS. All meetings of the local planning agency shall be public meetings and all agency records shall be public records. The local planning agency shall encourage public participation.

Section 6. The City Commission shall appropriate funds at its discretion to the local planning agency for expenses necessary in the conduct of its work. The local planning agency may, in order to accomplish the purposes and activities required by the Local Government Comprehensive Planning Act of 1975, expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; provided acceptance of loans or grants must be approved by the City Commission.

Section 6. SEVERABILITY. If any word, sentence, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by an court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not effect the validity of the remaining portions thereof.

Section 7. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances and resolutions of the governing body in conflict herewith are hereby repealed.

Section 8. EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption, as an emergency ordinance.

PASSED AND ADOPTED BY THE City Commission OF THE (CITY ~~OF~~) OF Fruitland Park, FLORIDA, THIS 24 DAY OF June, A.D., 1976

Jack Deulh
Mayor or Chairman

ATTEST:

Lois A. Lowery, City Clerk

FIRST READING: June 24, 1976

SECOND READING: Waived

THIRD READING: Waived

Select Year:

The 2020 Florida Statutes

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

[Chapter 163](#)
 INTERGOVERNMENTAL
 PROGRAMS

[View Entire
 Chapter](#)

163.3174 Local planning agency.—

(1) The governing body of each local government, individually or in combination as provided in s. [163.3171](#), shall designate and by ordinance establish a “local planning agency,” unless the agency is otherwise established by law. Notwithstanding any special act to the contrary, all local planning agencies or equivalent agencies that first review rezoning and comprehensive plan amendments in each municipality and county shall include a representative of the school district appointed by the school board as a nonvoting member of the local planning agency or equivalent agency to attend those meetings at which the agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. However, this subsection does not prevent the governing body of the local government from granting voting status to the school board member. The governing body may designate itself as the local planning agency pursuant to this subsection with the addition of a nonvoting school board representative. All local planning agencies shall provide opportunities for involvement by applicable community college boards, which may be accomplished by formal representation, membership on technical advisory committees, or other appropriate means. The local planning agency shall prepare the comprehensive plan or plan amendment after hearings to be held after public notice and shall make recommendations to the governing body regarding the adoption or amendment of the plan. The agency may be a local planning commission, the planning department of the local government, or other instrumentality, including a countywide planning entity established by special act or a council of local government officials created pursuant to s. [163.02](#), provided the composition of the council is fairly representative of all the governing bodies in the county or planning area; however:

(a) If a joint planning entity is in existence on the effective date of this act which authorizes the governing bodies to adopt and enforce a land use plan effective throughout the joint planning area, that entity shall be the agency for those local governments until such time as the authority of the joint planning entity is modified by law.

(b) In the case of chartered counties, the planning responsibility between the county and the several municipalities therein shall be as stipulated in the charter.

(2) Nothing in this act shall prevent the governing body of a local government that participates in creating a local planning agency serving two or more jurisdictions from continuing or creating its own local planning agency. Any such governing body which continues or creates its own local planning agency may designate which local planning agency functions, powers, and duties will be performed by each such local planning agency.

(3) The governing body or bodies shall appropriate funds for salaries, fees, and expenses necessary in the conduct of the work of the local planning agency and shall also establish a schedule of fees to be charged by the agency. To accomplish the purposes and activities authorized by this act, the local planning agency, with the approval of the governing body or bodies and in accord with the fiscal practices thereof, may expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; however, acceptance of loans must be approved by the governing bodies involved.

(4) The local planning agency shall have the general responsibility for the conduct of the comprehensive planning program. Specifically, the local planning agency shall:

(a) Be the agency responsible for the preparation of the comprehensive plan or plan amendment and shall make recommendations to the governing body regarding the adoption or amendment of such plan. During the preparation of

the plan or plan amendment and prior to any recommendation to the governing body, the local planning agency shall hold at least one public hearing, with public notice, on the proposed plan or plan amendment. The governing body in cooperation with the local planning agency may designate any agency, committee, department, or person to prepare the comprehensive plan or plan amendment, but final recommendation of the adoption of such plan or plan amendment to the governing body shall be the responsibility of the local planning agency.

(b) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the governing body such changes in the comprehensive plan as may from time to time be required, including the periodic evaluation and appraisal of the comprehensive plan required by s. [163.3191](#).

(c) Review proposed land development regulations, land development codes, or amendments thereto, and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or element or portion thereof, when the local planning agency is serving as the land development regulation commission or the local government requires review by both the local planning agency and the land development regulation commission.

(d) Perform any other functions, duties, and responsibilities assigned to it by the governing body or by general or special law.

(5) All meetings of the local planning agency shall be public meetings, and agency records shall be public records.

History.—s. 6, ch. 75-257; s. 1, ch. 77-223; s. 5, ch. 85-55; s. 2, ch. 92-129; s. 9, ch. 95-310; s. 9, ch. 95-341; s. 1, ch. 2002-296; s. 10, ch. 2011-139; s. 2, ch. 2012-99.

ORDINANCE 2003-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; AMENDING CHAPTER 152, SECTION 152.110 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF FRUITLAND PARK TO PROVIDE FOR A REPRESENTATIVE FROM THE LAKE COUNTY SCHOOL DISTRICT AS A NON-VOTING MEMBER ON THE CITY OF FRUITLAND PARK'S LOCAL PLANNING AGENCY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, recent amendments to the Local Government Comprehensive Planning and Land Development Regulation Act (F.S. 163.3161, et seq.) require that a representative from the Lake County School District serve as a non-voting member on the City of Fruitland Park's Local Planning Agency; and

WHEREAS, the City Commission of the City of Fruitland Park desires to make the necessary amendments to the Land Development Regulations to authorize a representative from the Lake County School Board to serve as a non-voting member on the City's Local Planning Agency; and

WHEREAS, the City Commission desires that the School Board approve the School Board member from District #2 (Fruitland Park's district) as the School Board's representative on the Local Planning Agency.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FRUITLAND PARK, FLORIDA.

SECTION 1. Chapter 152, Section 152.110 of the Land Development Regulations of the City of Fruitland Park is hereby amended to read as follows:

Section 152.110: LOCAL LAND PLANNING AGENCY

Designation and establishment of Local Land Planning Agency. Pursuant to, and in accordance with Section 163.3174, Florida Statutes (the Local Government Comprehensive Planning Act of 1975) the City Commission is hereby designated and established as the Local Planning Agency for the incorporated territory of the city. Additionally, the Local Planning Agency shall include one (1) non-voting representative of the Lake County School District appointed by the Lake County School Board.

a) Public Meetings and Records.

All meetings of the Local Planning Agency shall be public meeting and all agency records shall be public records. The Local Planning Agency shall encourage public participation.

b) Appropriation of Funds.

The City Commission shall appropriate funds at its discretion to the Local Planning Agency for expenses necessary in the conduct of its work. The Local Planning Agency may, in order to accomplish the purposes and activities required by the Local Government Comprehensive Planning Act of 1975, expend all sums appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; provided acceptance of loans or grants must be approved by the City Commission.

c) Powers and Duties.

The Local Planning Agency, in accordance with the Local Government Comprehensive Planning Act of 1975, Section 163.3161 through 163.3111, Florida Statutes shall:

- 1) Conduct the comprehensive planning program and prepare the comprehensive plan or elements or portions thereof for the city.
- 2) Coordinate the comprehensive plan or elements or portions thereof with the comprehensive plans of other appropriate local governments and the state.
- 3) Recommend the comprehensive plan or elements or portions thereof to the City Commission for adoption.
- 4) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the City Commission such changes in the comprehensive plan as may be required from time to time.

SECTION 2. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. The provisions of this ordinance are intended to be incorporated into the Land Development Regulations of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 4. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 5. This ordinance shall be effective upon passage.

PASSED AND ORDAINED this ^{24th (m)} ~~30th~~ day of ^{April (m)} ~~May~~, 2003 by the City Commission of the City of Fruitland Park, Florida.


WILLIAM R. WHITE, MAYOR

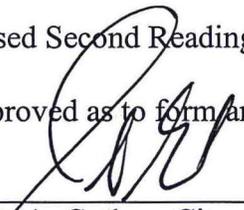
ATTEST:


Marge Strausbaugh, CMC,
City Clerk

Passed First Reading 3-27-03

Passed Second Reading 4-24-03 (m)

Approved as to form and legality:


Scott A. Gerken, City Attorney



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

ITEM TITLE: Community Redevelopment Agency (CRA)
Meeting
For the Meeting of: August 26, 2021
Submitted by: City Clerk
Date Submitted: August 14, 2021
Funds Required: No
Attachments: Yes, CRA Establishment

Item Description: CRA Establishment Ordinance 95-001,
Resolution 2019-050, §163.362, §163.386, §163.387 and Chapter 189,
Florida Statutes

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

Staff's Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE NO. 95-001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

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

First Reading: March 2, 1995

Second Reading: March 16, 1995

Approved as to form:

Gary J. Cooney
Gary J. Cooney
City Attorney

a:\ords\ord.058

Select Year:

The 2017 Florida Statutes

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

[Chapter 163](#)
 INTERGOVERNMENTAL
 PROGRAMS

[View Entire
 Chapter](#)

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

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

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

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

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

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

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

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

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

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

RESOLUTION 2019-050

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

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

SEAL

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



CHRIS CHESHIRE, MAYOR

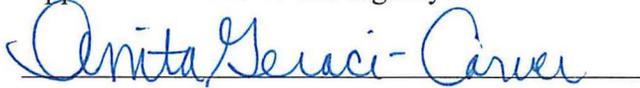
ATTEST:



ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

Select Year:

The 2020 Florida Statutes

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

[Chapter 163](#)
 INTERGOVERNMENTAL
 PROGRAMS

[View Entire
 Chapter](#)

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

- (1) “Agency” or “community redevelopment agency” means a public agency created by, or designated pursuant to, s. [163.356](#) or s. [163.357](#).
- (2) “Public body” means the state or any county, municipality, authority, special district as defined in s. [165.031\(7\)](#), or other public body of the state, except a school district.
- (3) “Governing body” means the council, commission, or other legislative body charged with governing the county or municipality.
- (4) “Mayor” means the mayor of a municipality or, for a county, the chair of the board of county commissioners or such other officer as may be constituted by law to act as the executive head of such municipality or county.
- (5) “Clerk” means the clerk or other official of the county or municipality who is the custodian of the official records of such county or municipality.
- (6) “Federal Government” includes the United States or any agency or instrumentality, corporate or otherwise, of the United States.
- (7) “Slum area” means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:
 - (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
 - (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
 - (c) The existence of conditions that endanger life or property by fire or other causes.
- (8) “Blighted area” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:
 - (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
 - (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
 - (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
 - (d) Unsanitary or unsafe conditions.
 - (e) Deterioration of site or other improvements.
 - (f) Inadequate and outdated building density patterns.
 - (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
 - (h) Tax or special assessment delinquency exceeding the fair value of the land.

- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

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

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

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

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

(12) “Related activities” means:

- (a) Planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a communitywide plan or program pursuant to s. [163.365](#).
- (b) The functions related to the acquisition and disposal of real property pursuant to s. [163.370\(4\)](#).
- (c) The development of affordable housing for residents of the area.
- (d) The development of community policing innovations.

(13) “Real property” means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto or used in connection therewith and every estate, interest, right, and use, legal or equitable, therein, including but not limited to terms for years and liens by way of judgment, mortgage, or otherwise.

(14) “Bonds” means any bonds (including refunding bonds), notes, interim certificates, certificates of indebtedness, debentures, or other obligations.

(15) “Obligee” means and includes any bondholder, agents or trustees for any bondholders, or lessor demising to the county or municipality property used in connection with community redevelopment, or any assignee or assignees

of such lessor's interest or any part thereof, and the Federal Government when it is a party to any contract with the county or municipality.

(16) "Person" means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, assignee, or other person acting in a similar representative capacity.

(17) "Area of operation" means, for a county, the area within the boundaries of the county, and for a municipality, the area within the corporate limits of the municipality.

(18) "Housing authority" means a housing authority created by and established pursuant to chapter 421.

(19) "Board" or "commission" means a board, commission, department, division, office, body or other unit of the county or municipality.

(20) "Public officer" means any officer who is in charge of any department or branch of the government of the county or municipality relating to health, fire, building regulations, or other activities concerning dwellings in the county or municipality.

(21) "Debt service millage" means any millage levied pursuant to s. 12, Art. VII of the State Constitution.

(22) "Increment revenue" means the amount calculated pursuant to s. ~~163.387~~(1).

(23) "Community policing innovation" means a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(24) "Taxing authority" means a public body that levies or is authorized to levy an ad valorem tax on real property located in a community redevelopment area.

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

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

ITEM TITLE:	Draft Regular Meeting Minutes
For the Meeting of:	August 26, 2021
Submitted by:	City Clerk
Date Submitted:	August 18, 2021
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Draft minutes

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

- July 22, 2021 regular meeting minutes

Action to be Taken: Approve the consent agenda.

Staff's Recommendation: Approve the meeting minutes as submitted, if there are no corrections.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
July 22, 2021**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, July 22, 2021 at 6:00 p.m.

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

Also Present: City Attorney. Anita Geraci-Carver, City Treasurer Jeannine Racine; Police Chief Erik Luce, Community Development Director Dwyane Williams; Human Resources Director Jabari Hopkins, and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Youth Minister Marty Clayton, Grace Bible Baptist Church, gave the invocation and Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:01:29 p.m. No action was taken.

2. ROLL CALL

After Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present, he announced that Mr. Hopkins was representing City Manager Gary La Venia who is absent from this evening's meeting.

ACTION: 6:01:54 p.m. No action was taken.

3. CONSENT AGENDA

Approval of Minutes - July 8, June 24, 2021 regular and March 18, 2021 joint workshop.

ACTION: 6:02:20 p.m. **On motion of Commissioner Bell seconded by Commissioner and unanimously carried, the city commission approved the consent agenda as previously cited.**

4. REGULAR AGENDA

(a) Resolution 2021-029 – Proposed Millage FY 2021-22

Mr. Geraci-Carver read into the record the title of proposed Resolution 2021-029, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF FRUITLAND PARK, LAKE COUNTY, FLORIDA,
ADOPTING A NOT TO EXCEED MILLAGE RATE OF 3.9134
LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR
2021-2022 AND SETTING THE DATE, TIME AND PLACE OF

PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR
2021-2022 PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:02:35 p.m. After Mayor Cheshire announced the proposed millage rate the same as the last three years and following further discussion, **a motion was made by Commissioner Mobilian and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2021-029 as previously cited.**

Mr. Carl Yauk, Villages of Fruitland Park (Pine Hills) resident, questioned the current total revenue is to the expenses year-to-date and anticipated high (surplus and deficit) regarding the budget.

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

By unanimous consent, Mayor Cheshire opened the public hearing at this evening's meeting.

PUBLIC HEARING

(b) Second Reading and Public Hearing – Ordinance 2021-009 SRF Revolving Loan 1st Am. Agreement

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2021-009, Ms. Geraci-Carver read into the record the following subject title and Mayor Cheshire called upon the public to be heard:

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; APPROVING THE STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT WW350820 CITY OF FRUITLAND PARK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (First reading was held on July 8, 2021.)

ACTION: 6:06:15 p.m. **A motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission enact Ordinance 2021-009 as previously cited to become effective as provided by law.**

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

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

END OF PUBLIC HEARING

5. (a) **City Manager**

Due to Mr. La Venia's absence, there was no report to submit at this time.

ACTION: 6:07:29 p.m. No action was taken.

(b) **City Attorney**

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

Ms. Geraci-Carver had nothing to report on the State of Florida Department of Management Services case.

ACTION: 6:07:39 p.m. No action was taken.

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

Ms. Geraci-Carver announced the anticipation of the record transcript from the hearing in the Michael and Laurie Fewless case to be filed which would trigger responses from the city and the petitioner to be the submitted recommended orders.

ACTION: 6:07:39 p.m. No action was taken.

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

With respect to the Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026, Ms. Geraci-Carver reported on the recent filing of the motion for summary judgement and the wait for the hearing date. She noted the recent amendments earlier this year to Florida Rule of Civil Procedure 1.510 summary judgement and addressed the potential outcome as a result of the Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park case.

ACTION: 6:07:58 p.m. No action was taken.

iv. **Legislative Update**

At Mr. La Venia's request, Ms. Geraci-Carver reviewed the following matters adopted in the 2021 Legislative Session where:

- **Impact Fees** (House Bill 337) limits local governments' right to increase same more than 25 percent of the current rate in two equal annual increments or current rate exceeding 25 to 50 percent to be in four equal installations whereas much may not be increased more than once every four years and in addition to a number of provisions, said bill is retroactive to January 1, 2021;

- **Home-Based Businesses** (HB 403) eliminates vocational rentals; thus, the need to review the city's existing code as to what is allowed to be regulated;
- **Private Property Rights** (HB 59) -- based on a telephone conference meeting held earlier this day with Messrs. Williams, LPG Urban Planners Inc. and herself, a new element would be identified when considering rezoning to the comprehensive plan or changes to the code anticipated to be considered at the August 19, 2021 Planning and Zoning Board;
- **Growth Management - Small-Scale Development Amendments** (HB 487) the adoption process can involve a use of 50 acres or fewer.
- **Civil Liability for Damages - COVID-19** (HB 7) one would be immune from litigation, if standards or guidance of an authoritative or controlling source is followed, and
- **Combating Public Disorder**(HB 1) law municipal enforcement officers are permitted to respond to persons and property during a riot or unlawful assembly; thus, the recommendation to adopt a policy in that regard.

ACTION: 6:08:35 p.m. No action was taken.

6. UNFINISHED BUSINESS

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

ACTION: 6:16:26 p.m. No action was taken.

7. PUBLIC COMMENTS

Mr. Yauk complimented the appearance of the property on the intersection of CR 466A and Dixie Avenue; however, after voicing concerns on the rate of speed experienced earlier this day on the double yellow lines marked on Micro Race Track Road CR 466A, and in response to Mayor Cheshire's inquiry, Mr. Luce addressed his plan to relay said concerns to the Lake County Sheriff's Office. .

Mr. Yauk questioned the status of the TRAKiT/Superion (Solutions) LLC Citizens' Engagement, CentralSquare Technologies; when the Coronavirus Aid Relief and Economic Security Act Funds – Coronavirus Disease-19 to be earmarked to the city, and pointed out Liberty Partners of Tallahassee's American Rescue Plan Act presentation at the June 24, 2021 regular meeting on the available funds where he anticipated that the city would utilize same to assist citizens with job growth and education.

In response ,Mayor Cheshire explained that Mr. La Venia would deal with the matters upon his return.

Mr. David Serder, Fruitland Park Unincorporated Area resident, expressed his gratitude to appear before the elected officials.

ACTION: 6:16:29 p.m. No action was taken.

8. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

Mr. Luce confirmed, in response to Commissioner Mobilian's inquiry, that his compliments regarding the Lake County Fire Rescue personnel addressed at the July 22, 2021 were relayed to Mr. Gerald "Jerry" L. Smith II, Lake County Office of Emergency Medical Services Director.

ACTION: 6:22:46 p.m. No action was taken.

(b) Commissioner DeGrave

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

ACTION: 6:22:59 p.m. No action was taken.

(c) Commissioner Bell

Commissioner Bell announced that after returning home from vacation recently, his home sustained damage due to lightning.

ACTION: 6:23:01 p.m. No action was taken.

(d) Vice Mayor Gunter, Jr.

Vice Mayor Gunter stated that he has nothing to report at this time.

ACTION: 6:24:08 p.m. No action was taken.

8. MAYOR'S COMMENTS

(a) August 2 and 3 2021 Workshops - FY 2021-22 Proposed Budget

Mayor Cheshire encouraged the city commission to seek answers to involved questions with Mr. La Venia and the department directors prior to the August 2 and 3 budget workshops and anticipated that Waste Management Services Inc.'s representative to be in attendance at the August 3, 2021 budget workshop.

In comparison to the August 3, 2020 budget workshop where the power-point presentation was given by Ms. Racine, Mayor Cheshire indicated that department heads would be present to address any questions by the city commission.

ACTION: 6:24:12 p.m. and 6:26:30 p.m. No action was taken.

(a) Dates to Remember

Mayor Cheshire announced the following events:

- August 2 and 3, 2021 City Commission (FY 2021-22 Budget) Workshop at 6:00 p.m.
- August 9, 2021, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails, Conference Room 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.
- August 10, 2021 Lake County Board of County Commission Budget Workshop (Infrastructure Sales Tax Capital Improvement Plan - NW Lake Community Park), Lake County Administration Building, 315 W Main Street, Tavares, Florida 32778 at 10:00 a.m.
- August 12, 2021, City Commission Regular – Cancelled
- August 12-14, 2021, Florida League of Cities Annual Conference, Orlando World Center Marriott, 8701 World Center Drive, Orlando, Florida 32821 at 8:00 a.m.
- August 20, LCLC School board
- August 25, 2021, Lake Sumter~Metropolitan Planning Organization Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m., and
- August 26, 2021, City Commission regular at 6:00 p.m.

ACTION: 6:25:46 p.m. No action was taken.

9. Adjournment

There being no further business to come before the city commission at this time, on motion made, second and unanimously carried, the meeting adjourned at 6:28 p.m.

The minutes were approved at the August 26, 2021 regular meeting.

Signed _____
Esther B. Coulson, City Clerk, MMC

Signed _____
Chris Cheshire, Mayor

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

ITEM TITLE: Resolution 2021-031 Opid Litigation
For the Meeting of: August 26, 2021
Submitted by: City Manager/City Attorney
Date Submitted: August 17, 2021
Funds Required:
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: **Proposed** resolution and Florida Plan MOA

Item Description: Resolution 2021-031 Opid Litigation

Action to be Taken: Adopt Resolution 2021-031

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2021-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; AUTHORIZING CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN REGARDING OPIOID LITIGATION; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City of Fruitland Park, Florida is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City of Fruitland Park, and every other Florida city and county.

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

Section 1. The above going recitals are incorporated herein.

Section 2. The City Commission of the City of Fruitland Park finds that participation in the Florida Plan would be in the best interest of the City of Fruitland Park and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

Section 3. The City Commission of the City of Fruitland Park hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A”.

Section 4. The City Manager of the City of Fruitland Park is expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit “A”.

Section 5. The City Manager of the City of Fruitland Park is authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution 2021-031.

Section 6. The City Clerk is instructed to record this Resolution 2021-031 in the official records of Lake County, Florida.

Section 7. The City Clerk is directed to furnish a certified copy of this Resolution 2021- 031 to the Florida Attorney General:

Attorney General Ashley Moody
c/o John M. Guard
PL-01 The Capitol
Tallahassee, FL 32399-1050

Section 8. This Resolution shall become effective immediately upon passage.

PASSED and **RESOLVED** this _____ day of _____, 2021
by the City Commission of the City of Fruitland Park.

SEAL

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

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

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

Approved as to form:

Anita Geraci-Carver, City Attorney

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c/o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City/County Fund	15%
Regional Fund	35%
Scenario 1	\$ 130,000,000.00
City/County Fund Scenario 1	\$ 19,500,000.00
Regional Fund Scenario 1	\$ 45,500,000.00
Scenario 2	\$ 100,000,000.00
City/County Fund Scenario 2	\$ 15,000,000.00
Regional Fund Scenario 2	\$ 35,000,000.00
Scenario 3	\$ 70,000,000.00
City/County Fund Scenario 3	\$ 10,500,000.00
Regional Fund Scenario 3	\$ 24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.241060164449%			\$ 564,682.37		\$ 434,371.06		\$ 304,059.74
	Alachua County		0.821689546303%	\$ 160,229.46		\$ 123,253.43		\$ 86,277.40	
	Alachua		0.013113332457%	\$ 2,557.10		\$ 1,967.00		\$ 1,376.90	
	Archer		0.000219705515%	\$ 42.84		\$ 32.96		\$ 23.07	
	Gainesville		0.381597611347%	\$ 74,411.53		\$ 57,239.64		\$ 40,067.75	
	Hawthorne		0.000270546460%	\$ 52.76		\$ 40.58		\$ 28.41	
	High Springs		0.011987568663%	\$ 2,337.58		\$ 1,798.14		\$ 1,258.69	
	La Crosse		0.000975056706%	\$ 190.14		\$ 146.26		\$ 102.38	
	Micanopy		0.002113530737%	\$ 412.14		\$ 317.03		\$ 221.92	
	Newberry		0.006102729215%	\$ 1,190.03		\$ 915.41		\$ 640.79	
	Waldo		0.002988721299%	\$ 582.80		\$ 448.31		\$ 313.82	
Baker		0.193173804130%			\$ 87,894.08		\$ 67,610.83		\$ 47,327.58
	Baker County		0.169492400379%	\$ 33,042.60		\$ 25,417.39		\$ 17,291.17	
	Glen St. Mary		0.000096234647%	\$ 18.77		\$ 14.44		\$ 10.10	
	Macclenny		0.023628329446%	\$ 4,607.52		\$ 3,544.25		\$ 2,480.97	
Bay		0.839656373312%			\$ 382,043.65		\$ 293,879.73		\$ 205,715.81
	Bay County		0.508726051555%	\$ 99,210.66		\$ 76,315.89		\$ 53,421.12	
	Callaway		0.024953825527%	\$ 4,866.00		\$ 3,743.07		\$ 2,620.15	
	Lynn Haven		0.039205632015%	\$ 7,645.10		\$ 5,880.84		\$ 4,116.59	
	Mexico Beach		0.005614292988%	\$ 1,094.79		\$ 842.14		\$ 589.50	
	Panama City		0.155153855596%	\$ 30,255.00		\$ 23,273.08		\$ 16,291.15	
	Panama City Beach		0.080897023117%	\$ 15,774.92		\$ 12,134.55		\$ 8,494.19	
	Parker		0.008704696178%	\$ 1,697.42		\$ 1,305.70		\$ 913.99	
	Springfield		0.016354442736%	\$ 3,189.12		\$ 2,453.17		\$ 1,717.22	
Bradford		0.189484204081%			\$ 86,215.31		\$ 66,319.47		\$ 46,423.63
	Bradford County		0.151424309090%	\$ 29,527.74		\$ 22,713.65		\$ 15,899.55	
	Brooker		0.000424885045%	\$ 82.85		\$ 63.73		\$ 44.61	
	Hampilton		0.002819829959%	\$ 553.77		\$ 425.97		\$ 298.18	
	Lawley		0.003400896108%	\$ 663.17		\$ 510.13		\$ 357.09	
	Starke		0.031392468132%	\$ 6,121.53		\$ 4,708.87		\$ 3,296.21	
Brevard		3.678799180444%			\$ 1,764,851.63		\$ 1,357,579.71		\$ 950,305.80
	Brevard County		2.323022668525%	\$ 452,589.42		\$ 348,453.40		\$ 243,917.38	
	Cape Canaveral		0.045560750209%	\$ 8,884.35		\$ 6,834.11		\$ 4,783.88	
	Cocoa		0.149245411423%	\$ 29,102.86		\$ 22,386.81		\$ 15,670.77	
	Cocoa Beach		0.084363286155%	\$ 16,450.84		\$ 12,654.49		\$ 8,858.15	
	Grant-Valkaria		0.000321387406%	\$ 62.67		\$ 48.21		\$ 33.75	
	Indianapolis		0.024136738902%	\$ 4,706.66		\$ 3,620.51		\$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	\$ 4,112.53		\$ 3,163.49		\$ 2,214.44	
	Malabar		0.002505732317%	\$ 488.62		\$ 375.86		\$ 263.10	
	Melbourne		0.383104682233%	\$ 74,705.41		\$ 57,465.70		\$ 40,225.99	
	Melbourne Beach		0.012091066302%	\$ 2,357.76		\$ 1,813.66		\$ 1,269.56	
	Melbourne Village		0.003782203200%	\$ 737.53		\$ 567.33		\$ 397.13	
	Palm Bay		0.404817397481%	\$ 78,939.39		\$ 60,722.61		\$ 42,505.83	
	Palm Shores		0.000127102364%	\$ 24.78		\$ 19.07		\$ 13.35	
	Rockledge		0.096603242798%	\$ 18,837.63		\$ 14,490.49		\$ 10,143.34	
	Satellite Beach		0.035975418224%	\$ 7,015.21		\$ 5,396.31		\$ 3,777.42	
	Titusville		0.240056418924%	\$ 46,811.00		\$ 36,008.46		\$ 25,205.92	
	West Melbourne		0.051997577066%	\$ 10,139.53		\$ 7,799.64		\$ 5,459.75	
Broward		9.057962672578%			\$ 4,121,373.02		\$ 3,170,286.94		\$ 2,219,200.85
	Broward County		3.96603576878%	\$ 773,448.70		\$ 594,960.54		\$ 416,472.38	
	Cocanut Creek		0.101131719448%	\$ 19,720.69		\$ 15,169.76		\$ 10,618.83	
	Cooper City		0.073935445073%	\$ 14,417.41		\$ 11,090.32		\$ 7,763.22	
	Coral Springs		0.323406517664%	\$ 63,064.27		\$ 48,510.98		\$ 33,957.68	
	Dania Beach		0.017807041180%	\$ 3,472.37		\$ 2,671.06		\$ 1,869.74	
	Davie		0.266922227153%	\$ 52,049.83		\$ 40,038.33		\$ 28,026.83	
	Deerfield Beach		0.202423224725%	\$ 39,472.53		\$ 30,363.48		\$ 21,254.44	
	Fort Lauderdale		0.830581264531%	\$ 161,963.35		\$ 124,587.19		\$ 87,211.03	
	Hallandale Beach		0.154950491814%	\$ 30,215.35		\$ 23,242.57		\$ 16,269.80	
	Hillsboro Beach		0.012407006463%	\$ 2,419.37		\$ 1,861.05		\$ 1,302.74	
	Hollywood		0.530164608456%	\$ 101,832.10		\$ 78,024.69		\$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	\$ 4,447.48		\$ 3,421.14		\$ 2,394.80	
	Lauderdale Lakes		0.062615150435%	\$ 12,211.90		\$ 9,393.77		\$ 6,575.64	
	Lauderhill		0.144382838130%	\$ 28,154.65		\$ 21,657.43		\$ 15,160.20	
	Lazy Lake		0.000021788977%	\$ 4.25		\$ 3.27		\$ 2.29	
	Lighthouse Point		0.029131861803%	\$ 5,680.71		\$ 4,369.78		\$ 3,058.85	
	Margate		0.143683775129%	\$ 28,018.34		\$ 21,552.57		\$ 15,086.80	
	Miramar		0.279280208419%	\$ 54,459.64		\$ 41,892.03		\$ 29,324.42	
	North Lauderdale		0.06609624496%	\$ 12,883.58		\$ 9,910.44		\$ 6,937.31	
	Oakland Park		0.100430840699%	\$ 19,584.01		\$ 15,064.63		\$ 10,545.24	
	Ocean Breeze		0.005381877237%	\$ 1,049.47		\$ 807.28		\$ 565.10	
	Parkland		0.045804060448%	\$ 8,931.79		\$ 6,870.61		\$ 4,809.43	
	Pembroke Park		0.024597938908%	\$ 4,796.60		\$ 3,689.69		\$ 2,582.78	
	Pembroke Pines		0.462832363603%	\$ 90,252.31		\$ 69,424.85		\$ 48,597.40	
	Plantation		0.213918725664%	\$ 41,714.15		\$ 32,087.81		\$ 22,461.47	
	Pompano Beach		0.335472163493%	\$ 65,417.07		\$ 50,320.82		\$ 35,224.58	
	Sea Ranch Lakes		0.005024174870%	\$ 979.71		\$ 753.63		\$ 527.54	
	Southwest Ranches		0.025979723178%	\$ 5,066.05		\$ 3,896.96		\$ 2,727.87	
	Sunrise		0.186071106146%	\$ 35,783.87		\$ 27,491.67		\$ 19,303.47	
	Tamarac		0.134492458472%	\$ 26,226.03		\$ 20,173.87		\$ 14,121.71	
	Weston		0.138637811283%	\$ 27,034.37		\$ 20,795.67		\$ 14,556.97	
	West Park		0.029553115352%	\$ 5,762.86		\$ 4,432.97		\$ 3,103.08	
	Wilton Manors		0.031630331127%	\$ 6,167.91		\$ 4,744.55		\$ 3,321.18	
Calhoun		0.047127740781%			\$ 21,443.12		\$ 16,494.71		\$ 11,546.30
	Calhoun County		0.038866087128%	\$ 7,578.89		\$ 5,829.91		\$ 4,080.94	
	Altha		0.000366781107%	\$ 71.52		\$ 55.02		\$ 38.51	
	Blountstown		0.007896688293%	\$ 1,539.85		\$ 1,184.50		\$ 829.15	
Charlotte		0.737346233376%			\$ 335,492.54		\$ 258,071.18		\$ 180,649.83
	Charlotte County		0.690225755587%	\$ 134,594.02		\$ 103,533.86		\$ 71,473.70	
	Punta Gorda		0.04712047789%	\$ 9,188.49		\$ 7,068.07		\$ 4,947.65	
Citrus		0.969645776606%			\$ 441,188.83		\$ 339,376.02		\$ 237,563.22
	Citrus County		0.92971566117%	\$ 181,294.55		\$ 139,457.35		\$ 97,620.14	
	Crystal River		0.021928789266%	\$ 4,276.11		\$ 3,289.32		\$ 2,302.52	
	Inverness		0.018001326222%	\$ 3,510.26		\$ 2,700.20		\$ 1,890.14	
Clay		1.193429461456%			\$ 543,010.40		\$ 417,700.31		\$ 292,390.22
	Clay County		1.05574889113%	\$ 205,874.15		\$ 158,364.73		\$ 110,855.31	
	Green Cove Springs		0.057762577142%	\$ 11,263.70		\$ 8,664.39		\$ 6,065.07	
	Keystone Heights		0.00075355443%	\$ 146.94		\$ 113.03		\$ 79.12	
	Orange Park		0.078589207339%	\$ 15,324.90		\$ 11,788.38		\$ 8,251.87	
	Penney Farms		0.000561066149%	\$ 109.41		\$ 84.16		\$ 58.91	
Collier		1.551333376427%			\$ 705,856.69		\$ 542,966.68		\$ 380,076.68
	Collier County		1.354673336030%	\$ 264,161.30		\$ 203,201.00		\$ 142,240.70	
	Everglades		0.000148891341%	\$ 29.03		\$ 22.33		\$ 15.63	
	Marco Island		0.062094952003%	\$ 12,108.52		\$ 9,314.24		\$ 6,519.97	
	Naples		0.134416197054%	\$ 26,211.16		\$ 20,162.43		\$ 14,113.70	
Columbia		0.446781150792%			\$ 203,285.42		\$ 156,373.40		\$ 109,461.38

	Columbia County	0.341887201373%	\$	66,668.00	\$	51,283.08	\$	35,898.16	
	Fort White	0.000236047247%	\$	46.03	\$	35.41	\$	24.78	
	Lake City	0.104659717920%	\$	20,408.64	\$	15,698.96	\$	10,989.27	
DeSoto		0.113640407802%	\$		51,706.39	\$	39,774.14	\$	27,841.90
	DeSoto County	0.09688684746%	\$	18,892.51	\$	14,532.70	\$	10,172.89	
	Arcadia	0.01675723056%	\$	3,267.37	\$	2,513.36	\$	1,759.35	
Dixie		0.103744580900%	\$		47,203.78	\$	36,310.60	\$	25,417.42
	Dixie County	0.098822087921%	\$	19,270.31	\$	14,823.31	\$	10,376.33	
	Cross City	0.004639326282%	\$	904.65	\$	695.89	\$	467.12	
	Horseshoe Beach	0.000281440949%	\$	54.88	\$	42.22	\$	29.55	
Duval		5.434975156935%	\$		2,472,913.70	\$	1,902,241.30	\$	1,331,568.91
	Jacksonville	5.270570064997%	\$	1,027,761.16	\$	790,585.51	\$	553,409.86	
	Atlantic Beach	0.038891507601%	\$	7,583.84	\$	5,833.73	\$	4,083.61	
	Baldwin	0.002251527589%	\$	439.05	\$	337.73	\$	236.41	
	Jacksonville Beach	0.100447182431%	\$	19,587.20	\$	15,067.08	\$	10,546.95	
	Neptune Beach	0.027181487431%	\$	4,448.90	\$	3,422.23	\$	2,395.56	
Escambia		1.341634449244%	\$		610,443.67	\$	469,572.06	\$	328,700.44
	Escambia County	1.005860871574%	\$	196,142.87	\$	150,879.13	\$	105,615.39	
	Century	0.005136751249%	\$	1,001.67	\$	770.51	\$	539.36	
	Pensacola	0.330636826421%	\$	64,474.18	\$	49,595.52	\$	34,716.87	
Flagler		0.389864712244%	\$		177,384.44	\$	136,452.65	\$	95,516.85
	Flagler County	0.279755934409%	\$	54,552.41	\$	41,963.39	\$	29,374.37	
	Beverly Beach	0.000154338585%	\$	30.10	\$	23.15	\$	16.21	
	Bunnell	0.009501809575%	\$	1,852.85	\$	1,425.27	\$	997.69	
	Flagler Beach	0.015482983669%	\$	3,019.16	\$	2,322.43	\$	1,625.70	
	Mainland	0.000114392127%	\$	22.31	\$	17.16	\$	12.01	
	Palm Coast	0.084857169626%	\$	16,547.15	\$	12,728.58	\$	8,910.00	
Franklin		0.049911283550%	\$		22,709.63	\$	17,468.95	\$	12,228.26
	Franklin County	0.046254365966%	\$	9,019.60	\$	6,938.15	\$	4,856.71	
	Apalachicola	0.001768538606%	\$	344.87	\$	265.28	\$	185.70	
	Carabelle	0.00188837978%	\$	368.23	\$	283.26	\$	198.28	
Gadsden		0.123656074077%	\$		56,263.51	\$	43,279.63	\$	30,295.74
	Gadsden County	0.090211810642%	\$	17,591.30	\$	13,531.77	\$	9,472.24	
	Chattahoochee	0.004181667723%	\$	815.43	\$	627.25	\$	439.08	
	Greensboro	0.000492067723%	\$	95.95	\$	73.81	\$	51.67	
	Gretna	0.00224063101%	\$	436.92	\$	336.09	\$	235.27	
	Havana	0.00545995403%	\$	1,064.69	\$	818.99	\$	573.30	
	Midway	0.001202025213%	\$	234.39	\$	180.30	\$	126.21	
	Quincy	0.019867915223%	\$	3,874.24	\$	2,980.19	\$	2,086.13	
Gilchrist		0.064333769355%	\$		29,271.87	\$	22,516.82	\$	15,761.77
	Gilchrist County	0.06127433881%	\$	11,948.48	\$	9,191.14	\$	6,433.79	
	Bell	0.00009866143%	\$	19.47	\$	14.98	\$	10.49	
	Fanning Springs	0.000388570084%	\$	75.77	\$	58.29	\$	40.80	
	Trenton	0.002571099247%	\$	501.36	\$	385.66	\$	269.97	
Glades		0.040612836758%	\$		18,478.84	\$	14,214.49	\$	9,950.15
	Glades County	0.040420367464%	\$	7,881.97	\$	6,063.06	\$	4,244.14	
	Moore Haven	0.000192469294%	\$	37.53	\$	28.87	\$	20.21	
Gulf		0.059914238588%	\$		27,260.98	\$	20,969.98	\$	14,678.99
	Gulf County	0.054715751905%	\$	10,669.57	\$	8,207.36	\$	5,745.15	
	Port St. Joe	0.004817179591%	\$	939.35	\$	722.58	\$	505.80	
	Wewahatchka	0.000381307092%	\$	74.35	\$	57.20	\$	40.04	
Hamilton		0.047941195910%	\$		21,813.24	\$	16,779.42	\$	11,745.59
	Hamilton County	0.038817061931%	\$	7,569.33	\$	5,822.56	\$	4,075.79	
	Jasper	0.004869836285%	\$	949.62	\$	730.48	\$	511.33	
	Jennings	0.002623755940%	\$	511.63	\$	393.56	\$	275.49	
	White Springs	0.001630541754%	\$	317.96	\$	244.58	\$	171.21	
Hardee		0.067110048132%	\$		30,535.07	\$	23,488.52	\$	16,441.96
	Hardee County	0.058100306280%	\$	11,329.56	\$	8,715.05	\$	6,100.53	
	Bowling Green	0.00179790575%	\$	350.53	\$	269.64	\$	188.75	
	Wauchula	0.006667426860%	\$	1,300.15	\$	1,000.11	\$	700.08	
	Zolfo Springs	0.000544724417%	\$	106.22	\$	81.71	\$	57.20	
Hendry		0.144460915297%	\$		65,729.72	\$	50,561.32	\$	35,992.92
	Hendry County	0.122147187443%	\$	23,818.70	\$	18,322.08	\$	12,825.45	
	Clewiston	0.017589151414%	\$	3,429.88	\$	2,638.37	\$	1,846.86	
	LaBelle	0.004724576440%	\$	921.29	\$	708.69	\$	496.08	
Hernando		1.510075949110%	\$		687,084.56	\$	528,526.58	\$	369,968.61
	Hernando County	1.447521612849%	\$	282,266.71	\$	217,128.24	\$	151,989.77	
	Brooksville	0.061319627583%	\$	11,957.33	\$	9,197.94	\$	6,438.56	
	Weeki Wachee	0.001234708678%	\$	240.77	\$	185.21	\$	129.64	
Highlands		0.357188510237%	\$		162,520.77	\$	125,015.98	\$	87,511.19
	Highlands County	0.287621754986%	\$	56,086.24	\$	43,143.26	\$	30,200.28	
	Avon Park	0.025829016900%	\$	5,036.66	\$	3,874.35	\$	2,712.05	
	Lake Placid	0.005565267790%	\$	1,085.23	\$	834.79	\$	584.35	
	Sebring	0.038172471371%	\$	7,443.63	\$	5,725.87	\$	4,008.11	
Hillsborough		8.710984113657%	\$		3,963,497.77	\$	3,048,844.44	\$	2,134,191.11
	Hillsborough County	6.52311204400%	\$	1,272,006.68	\$	978,466.68	\$	684,926.68	
	Plant City	0.104218491142%	\$	20,322.61	\$	15,632.77	\$	10,942.94	
	Tampa	1.975671881253%	\$	385,256.02	\$	296,350.78	\$	207,445.55	
	Temple Terrace	0.107980721133%	\$	21,056.24	\$	16,197.11	\$	11,337.98	
Holmes		0.081612427851%	\$		37,133.65	\$	28,564.35	\$	19,995.04
	Holmes County	0.066805002459%	\$	13,026.98	\$	10,020.75	\$	7,014.53	
	Bonifay	0.006898026863%	\$	1,345.12	\$	1,034.70	\$	724.29	
	Esto	0.006269778036%	\$	1,222.61	\$	940.47	\$	658.33	
	Noma	0.001278786631%	\$	249.27	\$	191.74	\$	134.22	
	Ponce de Leon	0.000179759057%	\$	35.05	\$	26.96	\$	18.87	
	Westville	0.000179759057%	\$	35.05	\$	26.96	\$	18.87	
Indian River		0.753076058781%	\$		342,649.61	\$	263,576.62	\$	184,503.63
	Indian River County	0.623571460217%	\$	121,596.43	\$	93,535.72	\$	65,475.00	
	Fellsmere	0.004917045734%	\$	958.82	\$	737.56	\$	516.29	
	Indian River Shores	0.02532422382%	\$	4,937.87	\$	3,798.36	\$	2,658.85	
	Orchid	0.000360681421%	\$	59.84	\$	46.03	\$	32.22	
	Sebastian	0.038315915467%	\$	7,471.60	\$	5,747.39	\$	4,023.17	
	Vero Beach	0.06064235358%	\$	11,825.26	\$	9,096.35	\$	6,367.45	
Jackson		0.158936058795%	\$		72,315.91	\$	55,627.62	\$	38,939.33
	Jackson County	0.07521371704%	\$	14,666.88	\$	11,282.06	\$	7,897.44	
	Alford	0.000303229925%	\$	59.13	\$	45.48	\$	31.84	
	Bascom	0.000061735434%	\$	12.04	\$	9.26	\$	6.48	
	Campbellton	0.001648699234%	\$	321.50	\$	247.30	\$	173.11	
	Cottondale	0.001093080329%	\$	213.15	\$	163.96	\$	114.77	
	Graceville	0.002794436257%	\$	544.92	\$	419.17	\$	293.42	
	Grandridge	0.000030867717%	\$	6.02	\$	4.63	\$	3.24	
	Greenwood	0.001292812616%	\$	252.10	\$	193.92	\$	135.75	
	Jacob City	0.000481173235%	\$	93.83	\$	72.18	\$	50.52	
	Malone	0.000092603151%	\$	18.06	\$	13.89	\$	9.72	
	Marianna	0.073519638768%	\$	14,336.33	\$	11,027.95	\$	7,719.56	
	Sneads	0.002404050426%	\$	468.79	\$	360.61	\$	252.43	
Jefferson		0.040821647784%	\$		18,573.85	\$	14,287.58	\$	10,001.30
	Jefferson County	0.037584160001%	\$	7,328.91	\$	5,637.63	\$	3,946.34	
	Monticello	0.003237478783%	\$	631.31	\$	485.62	\$	339.94	
Lafayette		0.031911772076%	\$		14,519.86	\$	11,169.12	\$	7,818.38
	Lafayette County	0.031555885457%	\$	6,153.40	\$	4,733.38	\$	3,313.37	
	Mayo	0.00035588619%	\$	69.40	\$	53.38	\$	37.37	
Lake		1.139211224519%	\$		518,341.11	\$	398,723.93	\$	279,106.75
	Lake County	0.757453827343%	\$	147,703.50	\$	113,618.07	\$	79,532.65	
	Astatula	0.00272725379%	\$	531.81	\$	409.09	\$	286.36	
	Clermont	0.075909163209%	\$	14,802.29	\$	11,386.37	\$	7,970.46	
	Eustis	0.041929254098%	\$	8,176.20	\$	6,289.39	\$	4,402.57	
	Fruitland Park	0.008381493024%	\$	1,634.39	\$	1,257.22	\$	880.06	
	Groveland	0.026154034992%	\$	5,100.04	\$	3,923.11	\$	2,746.17	
	Hovey-In-The-Hills	0.002981458307%	\$	581.38	\$	447.22	\$	313.05	
	Lady Lake	0.025048244426%	\$	4,884.41	\$	3,757.24	\$	2,630.07	

Leesburg	0.09139390185%	\$	17,811.18	\$	13,700.91	\$	9,590.64
Mascotte	0.011415608025%	\$	2,226.04	\$	1,712.34	\$	1,198.64
Minneola	0.016058475803%	\$	3,311.40	\$	2,408.77	\$	1,686.14
Montverde	0.001347265057%	\$	262.72	\$	202.09	\$	141.46
Mount Dora	0.041021380070%	\$	7,999.17	\$	6,153.21	\$	4,307.24
Tavares	0.031820984673%	\$	6,205.09	\$	4,773.15	\$	3,341.20
Umatilla	0.005623371728%	\$	1,096.56	\$	843.51	\$	590.45
Lee	3.325371883359%	\$	1,513,044.21	\$	1,163,880.16	\$	814,716.11
Lee County	2.115268407509%	\$	412,477.34	\$	317,290.26	\$	222,103.18
Bonita Springs	0.017374893143%	\$	3,388.10	\$	2,606.23	\$	1,824.36
Cape Coral	0.714429677167%	\$	139,313.79	\$	107,164.45	\$	75,015.12
Estero	0.012080171813%	\$	2,355.63	\$	1,812.03	\$	1,268.42
Fort Myers	0.431100350585%	\$	84,064.57	\$	64,665.05	\$	45,165.54
Fort Myers Beach	0.00522935440%	\$	101.97	\$	78.44	\$	54.91
Sanibel	0.034595447702%	\$	6,746.11	\$	5,189.32	\$	3,632.52
Leon	0.897199244939%	\$	408,225.66	\$	314,019.74	\$	219,813.82
Leon County	0.471201146391%	\$	91,884.22	\$	70,680.17	\$	49,476.12
Tallahassee	0.425998098549%	\$	83,069.63	\$	63,899.71	\$	44,729.80
Levy	0.251192401748%	\$	114,292.54	\$	87,917.34	\$	61,547.14
Levy County	0.200131750679%	\$	39,025.69	\$	30,019.76	\$	21,013.83
Bronson	0.005701448894%	\$	1,111.78	\$	855.22	\$	598.65
Cedar Key	0.005180329202%	\$	1,010.16	\$	777.05	\$	543.93
Chiefland	0.015326729337%	\$	2,988.71	\$	2,299.01	\$	1,609.31
Fanning Springs	0.00080007885%	\$	157.56	\$	121.20	\$	84.84
Inglis	0.00497695420%	\$	970.51	\$	746.54	\$	527.58
Otter Creek	0.00040854312%	\$	79.67	\$	61.28	\$	42.90
Williston	0.01774357715%	\$	3,466.00	\$	2,666.15	\$	1,866.31
Yankeetown	0.000884269303%	\$	172.43	\$	132.64	\$	92.85
Liberty	0.019399452225%	\$	8,826.75	\$	6,789.81	\$	4,752.87
Liberty County	0.019303217578%	\$	3,764.13	\$	2,895.48	\$	2,026.84
Bristol	0.00096234647%	\$	18.77	\$	14.44	\$	10.10
Madison	0.063540287455%	\$	28,910.83	\$	22,239.10	\$	15,567.37
Madison County	0.053145129837%	\$	10,363.30	\$	7,971.72	\$	5,580.24
Greenville	0.000110760631%	\$	21.60	\$	16.61	\$	11.63
Lee	0.000019973219%	\$	3.89	\$	3.00	\$	2.10
Madison	0.010264423258%	\$	2,001.56	\$	1,539.66	\$	1,077.76
Manatee	2.721323346235%	\$	1,238,202.12	\$	952,463.17	\$	666,724.22
Manatee County	2.201647174006%	\$	429,321.20	\$	330,247.08	\$	231,172.95
Anna Maria	0.009930326116%	\$	1,936.41	\$	1,489.55	\$	1,042.68
Bradenton	0.379930754632%	\$	74,086.50	\$	56,989.61	\$	39,892.73
Bradenton Beach	0.014012127744%	\$	2,732.36	\$	2,101.82	\$	1,471.27
Holmes Beach	0.02803871473%	\$	5,467.56	\$	4,205.82	\$	2,944.07
Longboat Key	0.034895046131%	\$	6,804.53	\$	5,234.26	\$	3,663.98
Palmetto	0.052869136132%	\$	10,309.48	\$	7,930.37	\$	5,551.26
Marion	1.701176168960%	\$	774,035.16	\$	595,411.66	\$	416,788.16
Marion County	1.303728892837%	\$	254,227.13	\$	195,559.33	\$	136,891.53
Belleview	0.009799592256%	\$	1,910.92	\$	1,469.94	\$	1,028.96
Dunnellon	0.018400790795%	\$	3,588.15	\$	2,760.12	\$	1,932.08
McIntosh	0.00014525984%	\$	28.33	\$	21.79	\$	15.25
Ocala	0.168994504094%	\$	71,953.93	\$	55,349.18	\$	38,744.42
Reddick	0.000107129135%	\$	20.89	\$	16.07	\$	11.25
Martin	0.869487298116%	\$	395,616.72	\$	304,320.55	\$	213,024.39
Martin County	0.750762795758%	\$	146,398.75	\$	112,614.42	\$	78,830.09
Jupiter Island	0.020873839646%	\$	4,070.40	\$	3,131.08	\$	2,191.75
Ocean Breeze Park	0.00817072393%	\$	1,612.79	\$	1,240.61	\$	868.43
Sewall's Point	0.00836072551%	\$	1,629.43	\$	1,253.41	\$	877.39
Stuart	0.081223857767%	\$	15,838.65	\$	12,183.58	\$	8,528.51
Miami-Dade	5.232119784173%	\$	2,380,614.50	\$	1,831,241.92	\$	1,281,869.35
Miami-Dade County	4.28279765552%	\$	835,145.55	\$	642,419.65	\$	449,693.76
Aventura	0.024619727885%	\$	4,800.85	\$	3,692.96	\$	2,585.07
Bal Harbour	0.010041086747%	\$	1,958.01	\$	1,506.16	\$	1,054.31
Bay Harbor Islands	0.004272455175%	\$	833.13	\$	640.87	\$	448.61
Biscayne Park	0.001134842535%	\$	221.29	\$	170.23	\$	119.16
Coral Gables	0.071780152131%	\$	13,997.13	\$	10,767.02	\$	7,536.92
Cutler Bay	0.00914653668%	\$	1,835.86	\$	1,412.20	\$	988.54
Doral	0.01397762831%	\$	2,725.64	\$	2,096.64	\$	1,467.65
El Portal	0.00024215760%	\$	480.22	\$	368.63	\$	263.04
Florida City	0.003928278792%	\$	766.21	\$	589.39	\$	412.57
Golden Beach	0.00284702951%	\$	555.18	\$	427.06	\$	298.94
Hialeah	0.098015895785%	\$	19,113.10	\$	14,702.38	\$	10,291.67
Hialeah Gardens	0.005452691411%	\$	1,063.27	\$	817.90	\$	572.53
Homestead	0.02493568046%	\$	4,862.46	\$	3,740.35	\$	2,618.25
Indian Creek	0.002543863026%	\$	496.05	\$	381.58	\$	267.11
Key Biscayne	0.013683477346%	\$	2,668.28	\$	2,052.52	\$	1,436.77
Medley	0.008748274131%	\$	1,705.91	\$	1,312.24	\$	918.57
Miami	0.292793005448%	\$	57,094.64	\$	43,918.95	\$	30,743.27
Miami Beach	0.181409572478%	\$	35,374.87	\$	27,211.44	\$	19,048.01
Miami Gardens	0.040683650932%	\$	7,933.31	\$	6,102.55	\$	4,271.78
Miami Lakes	0.007836768608%	\$	1,528.17	\$	1,175.52	\$	822.86
Miami Shores	0.006879795516%	\$	1,276.15	\$	943.19	\$	660.23
Miami Springs	0.006169911893%	\$	1,203.13	\$	925.49	\$	647.84
North Bay Village	0.005160355934%	\$	1,006.27	\$	774.06	\$	541.81
North Miami	0.03037928071%	\$	5,932.96	\$	4,556.89	\$	3,189.82
North Miami Beach	0.03039199095%	\$	5,926.44	\$	4,558.80	\$	3,191.16
Opa-locka	0.007847663096%	\$	1,530.29	\$	1,177.15	\$	824.00
Palmetto Bay	0.007404620570%	\$	1,443.90	\$	1,110.69	\$	777.49
Pinecrest	0.008296152866%	\$	1,617.75	\$	1,244.42	\$	871.10
South Miami	0.007833137111%	\$	1,527.46	\$	1,174.97	\$	822.48
Sunny Isles Beach	0.007693324511%	\$	1,500.20	\$	1,154.00	\$	807.80
Surfside	0.004869836285%	\$	949.62	\$	730.48	\$	511.33
Sweetwater	0.004116300842%	\$	802.68	\$	617.45	\$	432.21
Virginia Gardens	0.001172973244%	\$	228.73	\$	175.95	\$	123.16
West Miami	0.002654623657%	\$	517.65	\$	398.19	\$	278.74
Monroe	0.476388738585%	\$	216,756.88	\$	166,736.06	\$	116,715.24
Monroe County	0.330124785469%	\$	64,374.33	\$	49,518.72	\$	34,663.10
Islamorada	0.02257305808%	\$	4,359.67	\$	3,353.60	\$	2,347.52
Key Colony Beach	0.004751812661%	\$	936.60	\$	712.77	\$	498.94
Key West	0.038887385417%	\$	17,177.04	\$	13,211.11	\$	9,249.18
Layton	0.000150707089%	\$	29.39	\$	22.61	\$	15.82
Marathon	0.030916742141%	\$	6,028.76	\$	4,637.51	\$	3,246.26
Nassau	0.476933463002%	\$	217,004.73	\$	166,926.71	\$	116,848.70
Nassau County	0.392706357951%	\$	76,577.74	\$	58,905.95	\$	41,234.17
Callahan	0.000225152759%	\$	43.90	\$	33.77	\$	23.64
Fernandina Beach	0.083159445195%	\$	16,216.09	\$	12,473.92	\$	8,731.74
Hilliard	0.000842507098%	\$	164.29	\$	126.38	\$	88.46
Okaloosa	0.819212865955%	\$	372,741.85	\$	286,724.50	\$	200,707.15
Okaloosa County	0.612059617545%	\$	119,351.63	\$	91,808.94	\$	64,266.26
Cinco Bayou	0.000733562214%	\$	143.04	\$	110.03	\$	77.02
Crestview	0.07040130066%	\$	13,735.83	\$	10,566.02	\$	7,396.21
Destin	0.014678507281%	\$	2,862.31	\$	2,201.78	\$	1,541.24
Fort Walton Beach	0.077837487644%	\$	15,178.31	\$	11,675.62	\$	8,172.94
Laurel Hill	0.000079892914%	\$	15.58	\$	11.98	\$	8.39
Mary Esther	0.009356549730%	\$	1,824.35	\$	1,403.48	\$	982.44
Niceville	0.02174539871%	\$	4,240.35	\$	3,261.81	\$	2,283.27
Shalimar	0.00182482796%	\$	355.84	\$	273.72	\$	191.61
Valparaiso	0.010456893052%	\$	2,039.09	\$	1,568.53	\$	1,097.97
Okeechobee	0.353495278692%	\$	160,840.35	\$	123,723.35	\$	86,606.34
Okeechobee County	0.314543851405%	\$	61,336.05	\$	47,181.58	\$	33,027.10
Okeechobee	0.038951427287%	\$	7,595.53	\$	5,842.71	\$	4,089.90
Orange	4.671028214546%	\$	2,125,317.84	\$	1,634,859.88	\$	1,144,401.91
Orange County	3.06330386979%	\$	597,349.43	\$	459,499.56	\$	321,649.69

			0.097115150892%	\$	18,956.95		\$	14,582.27		\$	10,207.59
			0.023566594013%	\$	4,595.49		\$	3,524.99		\$	2,474.49
			0.010798233686%	\$	2,105.66		\$	1,619.74		\$	1,133.82
			0.008325204835%	\$	1,623.41		\$	1,248.78		\$	874.15
			0.009716067845%	\$	1,894.63		\$	1,457.41		\$	1,020.19
			0.010355211161%	\$	2,019.27		\$	1,553.28		\$	1,087.30
			0.046728276209%	\$	9,112.01		\$	7,009.24		\$	4,906.47
			0.005429086666%	\$	1,058.67		\$	814.36		\$	570.05
			0.066599822928%	\$	12,986.97		\$	9,989.97		\$	6,992.98
			1.160248481490%	\$	226,248.45		\$	174,037.27		\$	121,826.09
			0.007548064667%	\$	1,471.87		\$	1,132.21		\$	792.55
			0.056264584966%	\$	10,971.59		\$	8,439.69		\$	5,907.78
			0.104903028159%	\$	20,456.09		\$	15,735.45		\$	11,014.82
Osceola	1.073452029240%			\$	488,420.70		\$	375,708.23		\$	267,995.76
			0.837348691390%	\$	163,263.49		\$	125,567.30		\$	87,911.11
			0.162366006872%	\$	31,561.97		\$	24,354.90		\$	17,048.43
			0.073837394678%	\$	14,398.28		\$	11,075.61		\$	7,752.93
Palm Beach	8.601594372053%			\$	3,913,725.44		\$	3,010,558.03		\$	2,107,390.62
			5.55258475026%	\$	1,082,746.95		\$	832,882.27		\$	583,017.59
			0.018751203169%	\$	3,656.49		\$	2,812.68		\$	1,968.88
			0.020828445945%	\$	4,061.55		\$	3,124.27		\$	2,186.99
			0.472069073961%	\$	92,053.47		\$	70,810.36		\$	49,567.25
			0.306498271771%	\$	59,767.16		\$	45,974.74		\$	32,182.32
			0.003257452012%	\$	635.20		\$	488.62		\$	342.03
			0.000188837798%	\$	36.82		\$	28.33		\$	19.83
			0.351846579457%	\$	68,610.08		\$	52,776.99		\$	36,943.89
			0.000052656694%	\$	10.27		\$	7.90		\$	5.53
			0.004283349663%	\$	835.25		\$	642.50		\$	449.75
			0.076424835657%	\$	14,902.84		\$	11,463.73		\$	8,024.61
			0.010871151322%	\$	2,080.87		\$	1,600.67		\$	1,120.47
			0.010840015897%	\$	211.38		\$	162.60		\$	113.82
			0.03251058034%	\$	6,339.54		\$	4,876.65		\$	3,413.65
			0.005153092982%	\$	1,004.85		\$	772.96		\$	541.07
			0.016757538804%	\$	3,267.72		\$	2,513.63		\$	1,759.54
			0.125466374888%	\$	24,465.94		\$	18,819.96		\$	13,173.97
			0.005276563849%	\$	1,028.93		\$	791.48		\$	554.04
			0.007560774903%	\$	1,474.35		\$	1,134.12		\$	793.88
			0.029433275980%	\$	5,739.49		\$	4,414.99		\$	3,090.49
			0.117146617298%	\$	22,843.59		\$	17,571.99		\$	12,300.39
			0.024507151505%	\$	4,778.89		\$	3,676.07		\$	2,573.25
			0.00251152789%	\$	493.57		\$	379.67		\$	265.77
			0.021632822333%	\$	4,218.40		\$	3,244.92		\$	2,271.45
			0.010696571795%	\$	2,085.83		\$	1,604.49		\$	1,123.14
			0.044349646256%	\$	8,648.18		\$	6,652.45		\$	4,656.71
			0.012786497807%	\$	2,493.37		\$	1,917.97		\$	1,342.58
			0.004018250477%	\$	783.56		\$	602.74		\$	421.92
			0.185476848123%	\$	36,167.99		\$	27,821.53		\$	19,475.07
			0.233675800257%	\$	45,566.80		\$	35,051.38		\$	24,555.97
			0.014135598612%	\$	2,756.44		\$	2,120.34		\$	1,484.24
			0.038021764282%	\$	7,414.24		\$	5,703.26		\$	3,992.29
			0.163617057282%	\$	31,905.33		\$	24,542.56		\$	17,179.79
			0.049295743959%	\$	9,612.67		\$	7,394.36		\$	5,176.05
			0.001830274040%	\$	356.90		\$	274.54		\$	192.18
			0.005866681967%	\$	1,144.00		\$	880.00		\$	616.00
			0.031893614595%	\$	6,219.25		\$	4,784.04		\$	3,348.83
			0.050183644758%	\$	9,785.81		\$	7,527.55		\$	5,269.28
			0.549265602541%	\$	107,106.79		\$	82,389.84		\$	57,672.89
Pasco	4.692087260494%			\$	2,134,899.70		\$	1,642,230.54		\$	1,149,561.38
			4.319205239813%	\$	842,245.02		\$	647,880.79		\$	453,516.55
			0.055819726723%	\$	10,884.85		\$	8,372.96		\$	5,861.07
			0.149879107494%	\$	29,226.43		\$	22,481.87		\$	15,737.31
			0.049529975458%	\$	9,658.35		\$	7,429.50		\$	5,200.65
			0.002189792155%	\$	427.01		\$	328.47		\$	229.93
			0.002790804761%	\$	544.21		\$	418.62		\$	293.03
			0.112672614089%	\$	21,971.16		\$	16,900.89		\$	11,830.62
Pinellas	7.934889816777%			\$	3,610,374.87		\$	2,777,211.44		\$	1,944,048.01
			4.546593184553%	\$	886,585.67		\$	681,998.98		\$	477,392.28
			0.018095745121%	\$	3,528.67		\$	2,714.36		\$	1,900.05
			0.004261560686%	\$	831.00		\$	639.23		\$	447.46
			0.007502670965%	\$	1,463.02		\$	1,125.40		\$	787.78
			0.000439411029%	\$	85.69		\$	65.91		\$	46.14
			0.633863120196%	\$	123,603.31		\$	95,079.47		\$	66,555.63
			0.102440873796%	\$	19,975.97		\$	15,366.13		\$	10,756.29
			0.047893986460%	\$	9,339.33		\$	7,184.10		\$	5,028.87
			0.008953453662%	\$	1,745.92		\$	1,343.02		\$	940.11
			0.011323004874%	\$	2,207.99		\$	1,698.45		\$	1,188.92
			0.017454786058%	\$	3,403.68		\$	2,618.22		\$	1,832.75
			0.374192990777%	\$	72,967.63		\$	56,128.95		\$	39,290.26
			0.022616957799%	\$	4,410.31		\$	3,392.54		\$	2,374.78
			0.003820333909%	\$	744.97		\$	573.05		\$	401.14
			0.039421706033%	\$	7,687.23		\$	5,719.26		\$	4,139.28
			0.251666119991%	\$	49,074.93		\$	37,749.95		\$	26,424.96
			0.003611522882%	\$	704.25		\$	541.73		\$	379.21
			0.006451352841%	\$	1,258.01		\$	967.70		\$	677.39
			0.038061710740%	\$	7,422.03		\$	5,709.26		\$	3,996.48
			0.095248695748%	\$	18,573.50		\$	14,287.30		\$	10,001.11
			0.029968921656%	\$	5,843.94		\$	4,495.34		\$	3,146.74
			0.071791046619%	\$	13,999.25		\$	10,768.66		\$	7,538.06
			1.456593090134%	\$	284,035.65		\$	218,488.96		\$	152,942.27
			0.101970595050%	\$	19,884.27		\$	15,295.59		\$	10,706.91
			0.040652783215%	\$	7,927.29		\$	6,097.92		\$	4,268.54
Polk	2.150483025298%			\$	978,469.78		\$	752,669.06		\$	526,868.34
			1.558049828484%	\$	303,819.72		\$	233,207.47		\$	163,595.23
			0.028636162584%	\$	5,584.05		\$	4,295.42		\$	3,006.80
			0.043971970660%	\$	8,574.53		\$	6,595.80		\$	4,617.06
			0.005305615818%	\$	1,034.60		\$	795.84		\$	557.09
			0.00597951255%	\$	1,091.60		\$	839.69		\$	587.78
			0.002580177987%	\$	503.13		\$	387.03		\$	270.92
			0.007702403251%	\$	1,501.97		\$	1,155.36		\$	808.75
			0.005857603227%	\$	1,142.23		\$	878.64		\$	615.05
			0.047984773863%	\$	9,357.03		\$	7,197.72		\$	5,038.40
			0.000063551182%	\$	12.39		\$	9.53		\$	6.67
			0.000005447244%	\$	1.06		\$	0.82		\$	0.57
			0.007489960729%	\$	1,460.54		\$	1,123.49		\$	786.45
			0.002540231530%	\$	495.35		\$	381.03		\$	266.72
			0.294875668468%	\$	57,500.76		\$	44,231.35		\$	30,961.95
			0.036293172134%	\$	7,077.17		\$	5,443.98		\$	3,810.78
			0.005414560702%	\$	1,055.84		\$	812.18		\$	568.53
			0.001080370093%	\$	210.67		\$	162.06		\$	113.44
			0.097033576087%	\$	18,921.55		\$	14,555.04		\$	10,188.53
Pulnam	0.384893194068%			\$	175,126.40		\$	134,712.62		\$	94,298.83
			0.319225990182%	\$	64,199.07		\$	49,383.90		\$	34,568.73
			0.005561936294%	\$	1,084.52		\$	834.25		\$	583.97
			0.001877483489%	\$	366.11		\$	281.62		\$	197.14
			0.048955244716%	\$	9,156.27		\$	7,043.29		\$	4,930.30
			0.000379491344%	\$	74.00		\$	56.92		\$	39.85
			0.000893348043%	\$	174.20		\$	134.00		\$	93.80
Santa Rosa	0.701267319513%			\$	319,076.63		\$	245,443.56		\$	171,810.49
			0.592523984216%	\$	115,542.18		\$	88,878.60		\$	62,215.02
			0.061951507906%	\$	12,080.54		\$	9,292.73		\$	6,504.91
			0.000159765829%	\$	31.16		\$	23.97		\$	16.78

Milton		0.046632041562%	\$	9,093.25		\$	6,994.81		\$	4,896.36				
Sarasota	2.805043857579%		\$		\$	1,276,294.96		\$	981,765.35	\$	687,235.75			
	Sarasota County	1.924315263251%	\$	375,241.48		\$	288,647.29		\$	202,053.10				
	Longboat Key	0.044489458856%	\$	8,675.44		\$	6,673.42		\$	4,671.39				
	North Port	0.209611771277%	\$	40,874.30		\$	31,441.77		\$	22,009.24				
	Sarasota	0.484279979635%	\$	94,434.60		\$	72,642.00		\$	50,849.40				
	Venice	0.142347384560%	\$	27,757.74		\$	21,352.11		\$	14,946.48				
Seminole	2.141148264544%		\$		\$	974,222.46		\$	749,401.89	\$	524,581.32			
	Seminole County	1.508694164839%	\$	294,195.36		\$	226,304.12		\$	158,412.89				
	Allamonte Springs	0.081305566430%	\$	15,854.59		\$	12,195.83		\$	8,537.08				
	Casselberry	0.080034527991%	\$	15,606.74		\$	12,005.18		\$	8,403.63				
	Lake Mary	0.079767627827%	\$	15,554.69		\$	11,965.14		\$	8,375.60				
	Longwood	0.061710013415%	\$	12,033.45		\$	9,256.50		\$	6,479.55				
	Oviedo	0.103130858057%	\$	20,110.52		\$	15,469.63		\$	10,878.74				
	Sanford	0.164243490362%	\$	32,027.48		\$	24,636.52		\$	17,245.57				
	Winter Springs	0.062262000824%	\$	12,141.09		\$	9,339.30		\$	6,537.51				
St. Johns	0.710333349554%		\$		\$	323,201.67		\$	248,616.67	\$	174,031.67			
	St. Johns County	0.656334818131%	\$	127,985.29		\$	98,450.22		\$	68,915.16				
	Hastings	0.000010894488%	\$	2.12		\$	1.63		\$	1.14				
	Marineland	0.000000000000%	\$	-		\$	-		\$	-				
	St. Augustine	0.046510386442%	\$	9,069.53		\$	6,976.56		\$	4,883.59				
	St. Augustine Beach	0.007477250493%	\$	1,458.06		\$	1,121.59		\$	785.11				
St. Lucie	1.506627843552%		\$		\$	685,515.67		\$	527,319.75	\$	369,123.82			
	St. Lucie County	0.956156584302%	\$	186,450.53		\$	143,423.49		\$	100,396.44				
	Fort Pierce	0.159535255654%	\$	31,109.37		\$	23,930.29		\$	16,751.20				
	Port St. Lucie	0.390803453989%	\$	76,206.67		\$	58,620.52		\$	41,034.36				
	St. Lucie Village	0.000132549608%	\$	25.85		\$	19.88		\$	13.92				
Sumter	0.326398870459%		\$		\$	148,511.49		\$	114,239.60	\$	79,967.72			
	Sumter County	0.302273026046%	\$	58,943.24		\$	45,340.95		\$	31,738.67				
	Bushnell	0.006607507174%	\$	1,288.46		\$	991.13		\$	693.79				
	Center Hill	0.001312785844%	\$	255.99		\$	196.92		\$	137.84				
	Coleman	0.000748088199%	\$	145.88		\$	112.21		\$	78.55				
	Webster	0.001423546476%	\$	277.59		\$	213.53		\$	149.47				
	Wildwood	0.014033916721%	\$	2,736.61		\$	2,105.09		\$	1,473.56				
Suwannee	0.191014879962%		\$		\$	86,911.77		\$	66,855.21	\$	46,798.65			
	Suwannee County	0.161027800555%	\$	31,400.42		\$	24,154.17		\$	16,907.92				
	Branford	0.000929663004%	\$	181.28		\$	139.45		\$	97.61				
	Live Oak	0.029057416132%	\$	5,666.20		\$	4,358.61		\$	3,051.03				
Taylor	0.092181897282%		\$		\$	41,942.76		\$	32,263.66	\$	22,584.56			
	Taylor County	0.069969851319%	\$	13,644.12		\$	10,495.48		\$	7,346.83				
	Perry	0.022212045963%	\$	4,331.35		\$	3,331.81		\$	2,332.26				
Union	0.065156303224%		\$		\$	29,646.12		\$	22,804.71	\$	15,963.29			
	Union County	0.063629259109%	\$	12,407.71		\$	9,544.39		\$	6,881.07				
	Lake Butler	0.001398126003%	\$	272.63		\$	209.72		\$	146.80				
	Raiford	0.000032710236%	\$	2.48		\$	1.91		\$	1.33				
	Worthington Springs	0.000116207876%	\$	22.66		\$	17.43		\$	12.20				
Volusia	3.130329674480%		\$		\$	1,424,300.00		\$	1,095,615.39	\$	766,930.77			
	Volusia County	1.708575342287%	\$	333,172.19		\$	256,286.30		\$	179,400.41				
	Daytona Beach	0.447556475212%	\$	87,273.51		\$	67,133.47		\$	46,993.43				
	Daytona Beach Shores	0.039743093439%	\$	7,749.90		\$	5,961.46		\$	4,173.02				
	DeBary	0.035283616215%	\$	6,880.31		\$	5,292.54		\$	3,704.78				
	DeLand	0.098983694988%	\$	19,301.82		\$	14,847.55		\$	10,393.29				
	Deltona	0.199329190038%	\$	38,869.19		\$	29,899.38		\$	20,929.56				
	Edgewater	0.058042202343%	\$	11,318.23		\$	8,706.33		\$	6,094.43				
	Flagler Beach	0.000233370111%	\$	43.55		\$	33.50		\$	23.45				
	Holly Hill	0.031615805143%	\$	6,165.08		\$	4,742.37		\$	3,319.66				
	Lake Helen	0.004918861482%	\$	959.18		\$	737.83		\$	516.48				
	New Smyrna Beach	0.104065968306%	\$	20,292.86		\$	15,609.90		\$	10,926.93				
	Oak Hill	0.004820811087%	\$	940.06		\$	723.12		\$	506.19				
	Orange City	0.033562287058%	\$	6,544.65		\$	5,034.34		\$	3,524.04				
	Ormond Beach	0.114644516477%	\$	22,355.68		\$	17,196.68		\$	12,037.67				
	Pierson	0.002333326251%	\$	454.98		\$	349.99		\$	244.99				
	Ponce Inlet	0.023813535748%	\$	4,643.64		\$	3,572.01		\$	2,500.42				
	Port Orange	0.177596501562%	\$	34,631.32		\$	26,639.48		\$	18,647.63				
	South Daytona	0.045221205323%	\$	8,818.14		\$	6,783.18		\$	4,748.23				
Wakulla	0.115129321208%		\$		\$	52,383.84		\$	40,295.26	\$	28,206.68			
	Wakulla County	0.114953193647%	\$	22,415.87		\$	17,242.98		\$	12,070.09				
	Sopchoppy	0.000107129135%	\$	20.89		\$	16.07		\$	11.25				
	St. Marks	0.000068998426%	\$	13.45		\$	10.35		\$	7.24				
Walton	0.268558216151%		\$		\$	122,193.99		\$	93,995.38	\$	65,796.76			
	Walton County	0.224268489581%	\$	43,732.36		\$	33,640.27		\$	23,548.19				
	DeFuniak Springs	0.017057137234%	\$	3,326.14		\$	2,558.57		\$	1,791.00				
	Freeport	0.003290135477%	\$	641.58		\$	493.52		\$	345.46				
	Paxton	0.023942453860%	\$	4,668.78		\$	3,591.37		\$	2,513.96				
Washington	0.120124444109%		\$		\$	54,656.62		\$	42,043.56	\$	29,430.49			
	Washington County	0.104908475404%	\$	20,457.15		\$	15,736.27		\$	11,015.39				
	Caryville	0.001401757499%	\$	273.34		\$	210.26		\$	147.18				
	Chipley	0.012550450560%	\$	2,447.34		\$	1,882.57		\$	1,317.80				
	Ebro	0.000221511263%	\$	43.20		\$	33.23		\$	23.26				
	Vernon	0.000061338633%	\$	70.46		\$	54.20		\$	37.94				
	Wausau	0.000809055211%	\$	132.78		\$	102.14		\$	71.50				
	100.00%	100.00%	\$	19,500,000.00	\$	45,500,000.00	\$	15,000,000.00	\$	35,000,000.00	\$	10,500,000.00	\$	24,500,000.00

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT¹

Issue	Description
1. APPLICABILITY OF AGREEMENT	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the “ Chapter 11 Plan ”) in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, “ Purdue ”) pending in the U.S. Bankruptcy Court for the Southern District of New York (the “ Bankruptcy Court ”) between the states, territories and the District of Columbia (each a “ State ”) on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act (“ DDLA Claims ”) under State law (collectively, the “ Local Governments ”), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a “ Tribe ”) on the other.
2. PURPOSE	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein. ²

¹ As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

² See, e.g., Hr’g Tr at 149:22-150:5 (Oct. 11, 2019) (“I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it’s more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important.”); *id.* At 175:24-176:6 (“I also think, and again, I didn’t say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily.”); Hr’g Tr. At 165:3-165:14 (Nov. 19, 2019) (“I continue to believe that the states play a major role in [the allocation] process. The role I’m envisioning for them is not one where they say we get everything.

Issue	Description
	<p>This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the “Abatement Funds”) to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (Abatement Funds net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as “Public Funds”). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%) of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule B (the “Approved Opioid Abatement Uses”); (ii) priority shall be given to the core abatement strategies (“Core Strategies”) as identified on Schedule A; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of Public Funds for implementing those programs and in connection with the Government Participation Mechanism³ (“Allowed Administrative Expenses,” and together with the Approved Opioid Abatement Uses, “Approved Uses”).⁴ Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute Approved Opioid Abatement Uses may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.</p>
3. GENERAL NOTES	<p>The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this</p>

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state.”); Hr’g Tr. at 75:19-76:1 (Jan. 24, 2020) (“Even if there ultimately is an allocation here – and there’s not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors’ value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . .”).

³ Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

⁴ Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue’s chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	<p>approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims.</p> <ol style="list-style-type: none"> a. Resolution of States’ and Local Governments’ claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All Public Funds distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such Approved Uses. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
<p>4. DISBURSEMENT OF FUNDS</p>	<p>Disbursement of Abatement Funds</p> <p>The Bankruptcy Court shall appoint [a third-party administrator (“Administrator”)] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions.</p> <p>[Points to be addressed regarding disbursements:</p>

Issue	Description
	<ul style="list-style-type: none"> • Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
<p>5. ATTORNEYS' FEES AND COSTS FUND</p>	<p>A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.</p>
<p>6. TRIBAL ABATEMENT FUNDING</p>	<ol style="list-style-type: none"> a. [X%] of the Abatement Funds will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see Schedule B) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.⁵ The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as Schedule I I. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

⁵ [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	<p>Public Funds are allocated among the States, the District of Columbia and Territories in the percentages set forth on Schedule C.</p> <p>Except as set forth below in section 7(C) for the District of Columbia and Territories, each State’s Schedule C share shall then be allocated within the State in accordance with the following:</p> <ol style="list-style-type: none"> 1. Statewide Agreement. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan]⁶ (the “Agreement Date”) to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a “Statewide Abatement Agreement” or “SAA”). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. <p>A Statewide Abatement Agreement shall be agreed when it has been approved by the State and either (a) representatives⁷ of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State’s counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State’s incorporated cities or towns), by number.⁸</p>

⁶ Should there be provision for extension of the date for filing Statewide Abatement Agreement?

⁷ An authorized “representative” of local, or even State, government can differ in this Term Sheet depending on the context.

⁸ All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

Issue	Description
	<p>Population Percentages shall be determined as follows:</p> <p>For States with counties or parishes that function as Local Governments,⁹ the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,¹⁰ divided by (b) 200% of the State’s population. A “Primary Incorporated Municipality” means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State’s population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State’s population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State’s population.</p> <p>The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.</p> <p>A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.</p> <p>2. Default Allocation Mechanism (excluding Territories and DC addressed below). The Public Funds allocable to a State that is not party to a Statewide Abatement Agreement as defined in 7(1) above (each a “Non-SAA State”) shall be allocated as between the State and its Local Governments to be</p>

⁹ The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

¹⁰ Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	<p>used only for Approved Uses, in accordance with this Section (B) (the “Default Allocation Mechanism”).</p> <p>a. Regions. Except as provided in the final sentence of this paragraph, each Non-SAA State shall be divided into “Regions” as follows: (a) each Qualifying Block Grantee (as defined below) shall constitute a Region; and (b) the balance of the State shall be divided into Regions (such Regions to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-Qualifying Block Grantee Regions are referred to herein as “Standard Regions”). The Non-SAA States which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish Regions;¹¹ such a State that does not establish Regions but which does contain one or more Qualifying Block Grantees shall be deemed to consist of one Region for each Qualifying Block Grantee and one Standard Region for the balance of the State.</p> <p>b. Regional Apportionment. Public Funds shall be allocated to each Non-SAA State, as defined in 7(1) above, as (a) a Regional Apportionment or (b) a Non-Regional Apportionment based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows:</p> <ul style="list-style-type: none"> i. First \$1 billion – 70% Regional Apportionment/30% Non-Regional Apportionment ii. \$1-\$2.5 billion – 64% Regional Apportionment /36% Non-Regional Apportionment iii. \$2.5-\$3.5 billion – 60% Regional Apportionment /40% Non-Regional Apportionment iv. Above \$3.5 billion – 50% Regional Apportionment /50% Non-Regional Apportionment

¹¹ To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai’i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

Issue	Description
	<p>c. Qualifying Block Grantee. A “Qualifying Local Government” means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (e.g., health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.¹² A Qualifying Local Government that elects to receive Public Funds through Local Government Block Grants is referred to herein as a Qualifying Block Grantee.¹³</p> <p>d. Proportionate Shares of Regional Apportionment. As used herein, the “Proportionate Share” of each Region in each Non-SAA State shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such Region under the allocation model employed in connection with the Purdue Bankruptcy (the “Allocation Model”),¹⁴ divided by the aggregate shares for all counties or parishes in the State under the Allocation Model; and (b) for all other States, the aggregate shares of the cities and towns in that Region under the Allocation Model’s intra-county allocation formula, divided by the aggregate shares for all cities and towns¹⁵ in the State under the Allocation Model.</p> <p>e. Expenditure or Disbursement of Regional Apportionment. Subject to 7(2)(i) below regarding Allowed Administrative Expenses, all Regional Apportionments shall be disbursed or expended in the form of Local Government Block Grants or otherwise for Approved Opioids Abatement Uses in the Standard Regions of each Non-SAA State.</p>

¹² As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

¹³ [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

¹⁴ Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

¹⁵ Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	<p>f. Qualifying Block Grantees. Each Qualifying Block Grantee shall receive its Regional Apportionment as a block grant (a “Local Government Block Grant”).</p> <p>Local Government Block Grants shall be used only for Approved Opioid Abatement Uses by the Qualifying Block Grantee or for grants to organizations within its jurisdiction for Approved Opioid Abatement Uses and for Allowed Administrative Expenses in accordance with 7(2)(i) below. Where a municipality located wholly within a Qualifying Block Grantee would independently qualify as a block grant recipient (“Independently Qualifying Municipality”), the Qualifying Block Grantee and Independently Qualifying Municipality must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the Independently Qualifying Municipality and the Qualifying Block Grantee cannot reach such an agreement on or before the Agreement Date [or some later specified date], the Qualifying Block Grantee will receive the Local Government Block Grant for its full Proportionate Share and commit programming expenditures to the benefit of the Independently Qualifying Municipality in general proportion to Proportionate Shares (determined as provided in 7(2)(d) above) of the municipalities within the Qualifying Block Grantee. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program.</p> <p>g. Standard Regions. The portions of each Regional Apportionment not disbursed in the form of Local Government Block Grants shall be expended throughout the Standard Regions of each Non-SAA State in accordance with 95%-105% of the respective Proportionate Shares of such Standard Regions. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the Government Participation Mechanism described in Section 8 below. This regional spending requirement may be met by delivering Approved Opioid Abatement Use services or programs to a Standard Region or its residents. Delivery of such services or programs can be</p>

Issue	Description
	<p>accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following:</p> <ul style="list-style-type: none"> i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. <p>h. Expenditure or Disbursement of Public Funds Other Than Regional Apportionment. All Public Funds allocable to a Non-SAA State that are not included in the State's Regional Apportionment shall be expended only on Approved Uses. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. Qualifying Block Grantees will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other Regions.</p> <p>i. Allowed Administrative Expenses. Qualifying Block Grantees States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund Local Government Block Grants, for Allowed Administrative Expenses. Qualifying Block Grantees may use up to 5% of their Local Government Block Grants to fund their Allowed Administrative Expenses.</p> <p>3. Records. The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.¹⁶ Qualifying Block Grantees shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.</p>

¹⁶ Additional records and reporting requirements?

Issue	Description
	<p>(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory’s or District of Columbia’s executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].¹⁷</p>
<p>8. GOVERNMENT PARTICIPATION MECHANISM</p>	<p>In each Non-SAA State, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the “Government Participation Mechanism” or “GPM”) in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed.</p> <p>Government Participation Mechanisms shall conform to the following:</p> <p style="padding-left: 40px;">(A) Composition. For each State,</p> <ol style="list-style-type: none"> a. the State, on the one hand, and State’s Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State’s Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States’ executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State’s Local Governments.¹⁸ <p>Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related</p>

¹⁷ Territory and DC provisions to be discussed

¹⁸ Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	<p>topics as is necessary to assure the effective functioning of the GPM.</p> <p>(B) Consensus. Members of the GPMs should attempt to reach consensus with respect to GPM Recommendations and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. GPM Recommendations and other action shall note the existence and summarize the substance of objections where requested by the objector(s).</p> <p>(C) Proceedings. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State’s open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws.</p> <p>(D) Consultation and Discretion. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.¹⁹</p> <p>(E) Recommendations. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (“GPM Recommendations”). In carrying out its obligations to provide GPM Recommendations, a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State’s opioid epidemic, which recommendations may be Statewide or specific to Regions; recommend Statewide or Regional funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for</p>

¹⁹ Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	<p>Approved Opioid Abatement Uses; monitor the level of Allowed Administrative Expenses expended from Public Funds.</p> <p>The goal is for a process that produces GPM Recommendations that are recognized as being an efficient, evidence-based approach to abatement that addresses the State’s greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the Public Funds. To the extent a State chooses not to follow a GPM Recommendation, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond.</p> <p>(F) Review. Local Governments and States may object to an allocation or expenditure of Public Funds (whether a Regional Apportionment or Non-Regional Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of Regional Apportionments and Non-Regional Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of Local Government Block Grants or Regional Apportionment expenditures; (iii) is not for an Approved Use, or (iv) violates the limitations set forth herein with respect to Allowed Administrative Fees. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State (“State Court”) or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court’s post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an “Objection”). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.</p>
<p>8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY</p>	<p>At least annually, each State shall publish on the lead State Agency’s website or on its Attorney General’s website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the</p>

Issue	Description
	<p>amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees.</p> <p>At least annually, each Qualifying Block Grantee which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of Local Government Block Grants received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations.</p> <p>As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that Public Funds are only being used for Approved Uses, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such Public Funds with respect to opioids abatement can be publicly monitored and evaluated.</p> <p>The expenditure and disbursement of Public Funds shall be subject to audit by States as follows: [details of audit scope, process, output, etc.]</p> <p>(a) A court with jurisdiction within the applicable State ("State Court") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.</p>

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”), such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.

- A. Naloxone/Narcan
 - 1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
 - 2. Increase distribution to non-Medicaid eligible or uninsured individuals.
- B. Medication Assisted Treatment (“MAT”) Distribution and other opioid-related treatment
 - 1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
 - 2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.
- C. Pregnant & Postpartum Women
 - 1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
 - 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
 - 3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.
- D. Expanding Treatment for Neonatal Abstinence Syndrome
 - 1. Expand comprehensive evidence-based and recovery support for NAS babies;
 - 2. Expand services for better continuum of care with infant-need dyad; and
 - 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses²⁰

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

²⁰ [NTD: Discuss expanded list of Approved Uses to be included. Discuss “self-executing” function based on additional information received from NCSG.]

OD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

- a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
- b. Research non-opioid treatment of chronic pain.
- c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
- d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

- e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
- f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
- g. Research on expanded modalities such as prescription methadone that can expand access to MAT.
- h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
- i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
- j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Schedule C
State Allocation Percentages

[TO BE INSERTED]

63779069 v1

From: [Christina Stidham](#)
To: [Montez, Mary](#); [Esther Coulson](#); [Jabari Hopkins](#); [Virginia Wright](#); [Nancy Slaton](#); [Andi Purvis](#); [anna.rotterdam@leesburgflorida.gov](#); [burnhamj@ci.mount-dora.fl.us](#); [wisniewskin@ci.mount-dora.fl.us](#); [snovack@tavares.org](#); [jroberts@tavares.org](#)
Subject: Opioid Settlement Resolution
Date: Monday, July 19, 2021 3:18:02 PM
Attachments: [image001.png](#)
[Opioid Settlement Model Resolution.pdf](#)
[Resolution No. 2021 approving opioid litigation florida plan .docx](#)

Good afternoon Clerks,

Attached is the Opioid Settlement model resolution as well as the Minneola resolution. We hope you will join us in adopting this resolution to bring more settlement monies to Lake County. If you chose to pass the resolution, please mail a copy to Tallahassee.

Settlements to the state, and ultimately the cities and counties, may be reduced based upon the number of cities that do not approve the resolution and forward it to the State in time. While the State hasn't issued a hard deadline yet, they wanted the resolutions returned within 60-90 days from April 13th if possible. It is their requested deadline rather than an absolute deadline.

The consensus of our council is to pledge all of the monies to Lake County to help start a drug court.

Below is a table showing the resolutions passed and received.

Signed-On	City Name	County	Population
yes	Clermont	Lake	36,693
	Eustis	Lake	21,083
	Fruitland Park	Lake	10,122
	Groveland	Lake	14,677
	Lady Lake	Lake	15,622
	Leesburg	Lake	23,163
yes	Minneola	Lake	12,124
	Mount Dora	Lake	14,216
	Tavares	Lake	17,472
yes	Umatilla	Lake	3,750

Thank you,
 Christina

Christina Stidham, CPM

City Clerk/Assistant to City Manager
352-394-3598 x 111
352-394-7201 FAX
Email: cstidham@minneola.us

City of Minneola
P. O. Box 678
Minneola, FL 34755
www.minneola.us

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7b i-ii**

ITEM TITLE: Liberty Partners of Tallahassee Inc.
For the Meeting of: August 26, 2021
Submitted by: City Manager/City Attorney
Date Submitted: August 17, 2021
Funds Required: Yes
Account Number: 01519 - 30340
Amount Required: \$1,200 monthly
Balance Remaining:
Attachments: Proposed resolution and contract addendum

Item Description: Liberty Partners of Tallahassee Inc.

i. ARPA Discussion

ii. Consider the adoption of Resolution 2021-032 approving the contract addendum for professional governmental consulting services and the management of the American Rescue Plan Act funding.

Action to be Taken: Adopt Resolution 2021-031

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2021-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT ADDENDUM FOR PROFESSIONAL GOVERNMENTAL CONSULTING SERVICES AND MANAGEMENT OF THE AMERICAN RESCUE PLAN ACT FUNDING BETWEEN LIBERTY PARTNERS OF TALLAHASSEE, LLC AND CITY OF FRUITLAND PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park solicited qualified persons or firms to provide services in connection with researching, writing, securing and management State, Federal and private grants; and

WHEREAS, the City Commission in compliance with Florida law and City regulations received responses to its solicitation, heard presentations, ranked the firms, negotiated a contract with Liberty Partners of Tallahassee, LLC, and entered into that certain Liberty Partners of Tallahassee, LLC and the City of Fruitland Park 2020-2021 contract for Grant Management and Consulting Services dated November 12, 2020 (hereinafter the Agreement); and

WHEREAS, the term of the Agreement ends October 31, 2021, however, may be renewed by the parties in writing; and

WHEREAS, the City Commission of the City of Fruitland finds renewing and extending the Agreement and obtaining additional services relating to the expenditure of American Rescue Plan Act Funding (ARPA) is beneficial to the City of Fruitland Park, its residents and its businesses; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Contract Addendum for Professional Consulting Services and Management of the American Rescue Plan Act Funding.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Contract Addendum for Professional Consulting Services and Management of the American Rescue Plan Act Funding, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Contract Addendum.

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 26th day of August 2021, 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, MMC

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

Approved as to form:

Anita Geraci-Carver, City Attorney



**LIBERTY PARTNERS OF TALLAHASSEE, LLC
& CITY OF FRUITLAND PARK**

**CONTRACT ADDENDUM FOR PROFESSIONAL
GOVERNMENTAL CONSULTING SERVICES AND
MANAGEMENT OF THE AMERICAN RESCUE PLAN ACT FUNDING**

1. *Client.* Our client in this matter is the City of Fruitland Park (the “Organization”) pursuant to the November 1, 2020, to October 31, 2021 (2020-21) contract for grant management and professional consulting services approved unanimously by the City of Fruitland Park on October 22, 2020 (see attached). Liberty Partners of Tallahassee, LLC, FEIN 27-1494189 (the “Firm”) will be additionally engaged to advise the Organization in connection with the American Rescue Plan Act (ARPA) funding pursuant to paragraph 2.

2. *Scope of Services.* Liberty Partners of Tallahassee, LLC will utilize our expertise to effectively manage, report, and comply with requirements associated with ARPA funding. In addition to the current October 22, 2020 contract scope of services, this addendum and extension will include the scope of work identified below relating to grant activities, program implementation, strategize funding, and any other related activities specific to the ARPA funding.

- a) Provide oversight and management of the ARPA funding.
- b) Help develop and implement proposed programs and allocation plan.
- c) Provide planning assistance and management in accordance with the Interim Final Rule (31 CFR Part 35).
- d) Assist in identifying allowable cost and expenditures in accordance with 2 CFR Part 200.
- e) Assist in reviewing expenditures to ensure that ARPA funds are maximized, leveraged, or matched with other funding sources.
- f) Assist in reviewing requests for reimbursements to determine if costs are allowable under ARPA, and to ensure that documentation will comply with pre and post audits.
- g) Develop a mutually acceptable process and timeline for reviewing related expenditures, and procedural items, as necessary.
- h) Supporting the Organization in meeting required financial and performance reporting requirements.
- i) Hold bi-weekly progress meetings via conference call or virtual meeting to discuss items relating to ARPA funds.
- j) Work with the Organization, stakeholders, and partners to identify community needs and strategies.

- k) Guide the Organization through procurement responsibilities, procedure and policy requirements, changes in guidelines and other necessary step for successfully expensing the ARPA funding.
- l) Supporting the communication process between the Organization and the awarding agency.
- m) Guiding the Organization through close out process including final reports.

3. *Term of Engagement.* The term of the current October 22, 2020 contract and this contract addendum for management and advisement of ARPA funding will be as follows:

- a) **ARPA funding consulting and management:** will begin upon execution of this addendum and conclude twenty-four (24) months from the date of receipt of ARPA funding or upon final close out document submittal, whichever comes last. Our services to the Organization will terminate upon our sending you a final statement for services rendered in this matter or may be extended by a mutually agreed-upon addendum for additional services or other grants.
- b) **Grant researching, writing, securing and management of State, Federal or private grants:** will be extended from November 1, 2021 to October 31, 2022 with all other provisions remaining in place.

4. *Fees and Retainer.* All provisions in the current October 22, 2020 contract, and for the provision of services described herein, the Firm will be compensated paid on the following schedule. The Organization may choose to receive one combined or two separate monthly invoices reflecting the following:

- a) **ARPA funding consulting and management:** Not to exceed ten percent (10%) (allowable under ARPA guidance) of the total ARPA funding allocation issued to the Organization. Monthly fees will be due thirty (30) days after the date of receipt of ARPA funds and will be invoiced monthly thereafter.
- b) **Grant researching, writing, securing and management of State, Federal or private grants:** \$1,200 per month retainer, 1% of the grant award for grant writing and 5% of the grant award for grant management. All invoices will include a detailed breakdown of fees.

5. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the Organization's business to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information.

6. *Client Responsibilities.* You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation as well as furnishing the firm with any forms required by the Organization including, but not limited to: Non-Collusion Affidavit, Drug Free Workplace, and Conflict of Interest Forms. You also agree to pay our statements for services and expenses in accordance with the paragraph 4.

7. *Conflicts.* As we have discussed, you are aware that the firm consults with many other companies, organizations, and individuals. It is possible that during the time that we are representing the Organization, some of our present or future clients will have disputes or transactions with the Organization. The Organization agrees that we may continue to engage, or may undertake in the future, new clients in any matter that is not substantially related to our scope of services outlined in paragraph 2 above even if the interests of such clients in those other matters are directly averse to you. You should know that, in similar engagements with many of our other clients, we have asked for similar agreements to preserve our ability to engage you and continue to represent them.

8. *Insurance.* The firm will provide Certificates of Liability Insurance to the Organization as required by law or upon request of the Organization.

9. *Indemnification.* To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Organization does not waive, each Party agrees to indemnify, defend and hold harmless the other party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any negligent acts or omissions by the indemnifying party, or its officials, officers, or employees, relating in any way to performance under this agreement.

10. *Staffing.* Katie Taff, Director of Grants Management will be the primary contact for the day-to-day services to the Organization. Firm President Jennifer Green will be actively involved in this engagement and is available to assist as needed. Other consultants may be engaged, and paid for, by the firm to fulfill the services outlined in paragraph 2.

AGREED TO AND ACCEPTED:

By: _____ Date: _____
Jennifer J. Green, President & Owner
Liberty Partners of Tallahassee, LLC

By: _____ Date: _____
Gary LaVenia
Manager, City of Fruitland Park

Approved by City of Fruitland Park Commission at their meeting on _____, 2021.

RESOLUTION 2020-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE 2020-2021 CONTRACT FOR GRANT MANAGEMENT AND CONSULTING SERVICES BETWEEN LIBERTY PARTNERS OF TALLAHASSEE, LLC AND CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park solicited qualified persons or firms to provide services in connection with researching, writing, securing and managing State, Federal and private grants; and

WHEREAS, the City Commission in compliance with Florida law and City regulations received responses to its solicitation, heard presentations and ranked the firms; and

WHEREAS, the City has negotiated a contract with Liberty Partners of Tallahassee, LLC; and

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

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Liberty Partners of Tallahassee, LLC and City of Fruitland Park 2020-2021 Contract for Grant Management and Consulting Services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Liberty Partners of Tallahassee, LLC and City of Fruitland Park 2020-2021 Contract for Grant Management and Consulting Services, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the City Manager to execute the Agreement.

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

PASSED AND RESOLVED this 12th day of November 2020, by the City Commission of the City of Fruitland Park, Florida.

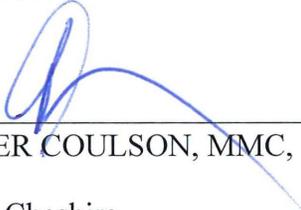
SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA



CHRIS CHESHIRE, MAYOR

ATTEST:



ESTHER COULSON, MMC, CITY CLERK

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

Approved as to form:



Anita Geraci-Carver, City Attorney



**LIBERTY PARTNERS OF TALLAHASSEE, LLC & CITY OF FRUITLAND PARK
2020-2021 CONTRACT
FOR GRANT MANAGEMENT AND CONSULTING SERVICES**

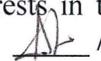
1. *Client; Scope of Services.* Our client in this matter will be the City of Fruitland Park, Florida. (the “City”). We will be engaged to advise the City in connection with researching, writing, securing and management of State, Federal or private grants.

Liberty Partners will utilize our expertise to provide the personalized and targeted services that will incorporate the components necessary to meet the City’s overall grant funding goals and objectives. Our engagement will include the scope of work identified below as they relate to funding for infrastructure, parks and recreation and other projects and initiatives as directed.

The scope of the work shall include, but not limited to, the following:

- A. Work extensively with City staff to learn about goals and objectives of the City.
- B. Meet with the City’s staff and Commission if needed to assist in the development of the list of priorities and specific project funding requests (grants).
- C. Identify which of these priorities and specific project funding requests should be addressed at the state or Federal level and assist in developing written material on each request detailing the project scope, budget and the amount being sought by the City.
- D. Research, identify and recommend potential state and Federal grant funding opportunities appropriate for the City.
- E. Work with the City staff to compile information needed in drafting and submitting grant applications.
- F. Stay involved and attend, if necessary, all related City Commission meetings.
- G. Develop relationships with Federal and State agency staff to understand when grants will become available.
- H. Maintain a consistent line of communication between City staff and our firm.
- I. Hold regular meetings/calls to discuss goals and objectives and each grant opportunity as they arise.
- J. Provide staff with detailed report of funding opportunities, draft grant applications, and any other applicable information.

2. *Term of Engagement.* The term of the engagement will be for twelve (12) months beginning on November 1, 2020 and ending on October 31, 2021. Should the contract not be renewed, we will take such steps as are reasonably practicable to protect the City's interests in the above

 / _____

matter and, if you so request, we will suggest to you a possible successor firm and provide it with whatever papers you have provided to us. Our representation of the City will terminate upon our sending you a final statement for services rendered in this matter.

3. *Fees and Retainer.* Based on the scope of services outlined above and in our RFP response, these services shall be retained at a rate outlined below:

A. Grant Strategy, Research and Prioritization:

1. Meet with the City's staff and Commission to assist in the development of a list of priorities and specific project funding requests (grants) for programs and priorities.
2. Identify which of these priorities and specific project funding requests should be addressed at the federal or state level and assist in developing written material on each request detailing the project scope, budgetary impact and the funding request amount sought after by the City and, as appropriate, enlist support from third parties.
3. Research, identify and recommend potential federal and state government as well as private and non-profit grant funding opportunities appropriate for the City.

These services will be retained at a rate of \$1,200 per month.

B. Grant Writing:

1. Assist the City's staff in drafting and submitting grant applications. City staff will provide the contractor with all pertinent information for the firm to draft grant applications, sign off on final grant applications before submission and designate the firm as the point of contact for each grant application as appropriate. The City will maintain the role of awardee for all grant applications and adhere to any requirements as such.

The fee for this service will be a fee of 1% of the grant awarded to the City. Should the grant prohibit a grant writing fee, the firm and the City shall discuss the fee for grant writing on a case-by-case basis.

C. Grant Management:

1. Laying out all terms and conditions of the grant award, including payment processes, cost sharing, and program income requirements.
2. Helping the City create a strategic plan for accomplishing grant goals and objectives, including assisting with the hiring process, providing and implementation of a grant tracking module to show grant requirements and expectations.
3. Supporting the City in meeting required financial and performance reporting requirements.
4. Instruction on how to use grant funds for rent and property management expenses.
5. Guide the City through changes in budget or scope that determine grant eligibility.
6. Supporting the communication process between the City and the awarding agency.
7. Guiding the City through grant close out issues including final reports.

The fee for this service will be a fee of 5% of the grant awarded to the City.

 / _____

Travel, lodging and/or other direct expenses related to these services shall be pre-approved by the City, billed on a monthly basis and not exceed \$2,000 per year. Full payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

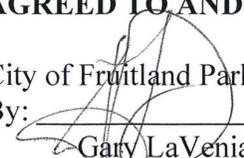
4. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the City's business in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information. **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 ~~GLAVENIA@FRUITLANDPARK.ORG.~~ ECOULSON@FRUITLANDPARK.ORG.**

5. *Client Responsibilities.* You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation as well as furnishing the firm with any forms required by the City including, but not limited to: Non- Collusion Affidavit, Drug Free Workplace, and Conflict of Interest Forms. You also agree to pay our statements for services and expenses in accordance with paragraph 3 above.

6. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the City, some of our present or future clients will have disputes or transactions with the City. The City agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in paragraph 1 above even if the interests of such clients in those other matters are directly adverse to you. We agree, however, that your prospective consent to conflicting representations contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, which, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you and them.

7. *Staffing.* Katie Taff and Melanie Bostick will be the primary contacts for the day-to-day services to the City. Jennifer Green will be actively involved in this engagement and is available to assist as needed.

AGREED TO AND ACCEPTED:

City of Fruitland Park
By:  _____
Gary LaVenia, City Manager
Date: November 12, 2020

Liberty Partners of Tallahassee, LLC
By: _____
Jennifer J. Green, President & Owner
Date: _____

Approved unanimously by the Commission of the City of Fruitland Park: October 22, 2020.
November 12, 2020 

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

ITEM TITLE:	Recreation Center Paving Quotes
For the Meeting of:	August 26, 2021
Submitted by:	City Manager/Parks and Recreation Director
Date Submitted:	August 18, 2021
Funds Required:	
Account Number:	20511-60636
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Quotes

Item Description: **Recreation center paving installation quotes** from Paradise Pavers & Coping, the low responsive and responsible bidder, for \$17,284 and Deep South Scapes for \$18,543.

Action to be Taken: **Approve the CRA's recommendation**

Staff's Recommendation: **The lowest responsive and responsible bidder.**

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

Paradise Pavers & Coping, LLC

"Paving your way to Paradise!"

352.753.2156

Fax: 352-753-9884

P.O. Box 4 Lady Lake, FL 32158

www.paradisepaversandwalls.com

Customer: Michelle Yoder

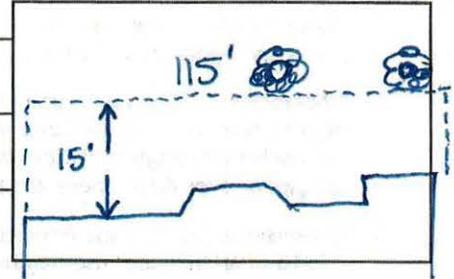
Phone: 771-3417

E-mail: Myoder@Fruitlandpark.org

Ship To: 205 W. Berckman St.

Fruitland Park, Fl.

Community Bld.



Description: Remove Sod + dirt as needed, prep area for 60mm pavers.

Provide, Install, + Seal 60mm on 15' x 115' area.

Seal pavers with two coats of w/B Sealer

Option - Install wall block on outside perimeter to hold proper grade.

Trees are very close + may be a Problems later down the road.

Product	Pattern/Color	Quantity	Price	Total
60mm	90°	1798¢	\$8. ⁰⁰	\$14,384. ⁰⁰
	Option - Wall Block	290 pcs.	\$10. ⁰⁰	\$2,900. ⁰⁰

THIN PAVERS MAY ALLOW SOME WATER INTRUSION INTO GARAGE. INITIAL: _____

CUSTOMER WILL BE CHARGED A 15% RESTOCKING FEE & \$300 FOR REFUSAL OF MATERIAL.

Sales Rep Signature: _____

Date: 7-27-2021

WE GLADLY ACCEPT CASH, CHECK OR MONEY ORDERS
Total \$17,284.⁰⁰

Ship Charge Inc

50% Dep 0

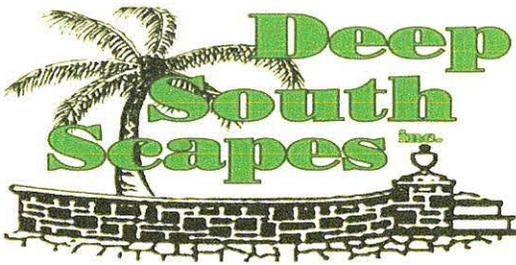
Bal Due \$17,284.⁰⁰

CONTRACT ACCEPTED:

THIS CONTRACT CONSTITUTES A BINDING AGREEMENT WITH PARADISE PAVERS & COPING. I HAVE ORDERED THE MERCHANDISE AND AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT. THIS PRICE IS VALID FOR 30 DAYS

Customer Signature: _____

Date: _____



Sales Representative Mike Miller

Date 8/1/21

Email us at: deepsouthscapesinc@gmail.com

Contact us at: **352-409-8786**

Customer info:

Contact Michele Yoder

Phone 1-352-771 3417

Address _____

Alt. Phone _____

City, St, Zip Fruitland Park FL, 34731

Email _____

Description of work to be performed:

Install a 115'ft x 15'ft paver pad using 60mm thick pavers. Approximately 1,725 square feet of pavers over crushed concrete fine/base. 1,725 sqft x \$8.90 per sqft install = \$ (15,525)

Remove 1,725 sqft of organic material/sod @ \$1.75 per square ft = \$ (3,018)

Total \$18,543

Bid Proposal \$18,543

Date submitted: 8/1/21

Payment plan: Down payment of \$5,000

Final payment of \$13,543

Signature [Signature]

*This proposal may be subject to change if not accepted within _____ days.

Acceptance of Proposal

*The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments to be made as outlined above within _____ days of completion. All materials are sole ownership of Deep South Scapes Inc until final payment is made and can be removed at any time. Any additional work and/or changes in material size, color, dimension, or quantity may be subject to additional costs. Any organic material is not warranted to natural causes, and is subject to a 6 month period before removal.

Print Name _____

Date: / /

Signature _____

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

ITEM TITLE: 2021 Street Repair and Maintenance and Paving Proposal

For the Meeting of: August 26, 2021

Submitted by: City Manager/Public Works Director

Date Submitted: August 18, 2021

Funds Required:

Account Numbers: 01541-60631, \$54,413-Roads and Streets
20511-60631, \$150,000, CRA

Amount Required: (see above)

Balance Remaining:

Attachments: 2021 list, proposal and contract

Item Description: 2021 Street Repair and Maintenance and Paving Proposal Paqco Inc. "Paquette Company" (piggyback contract with Lake County) for \$172,770.

Action to be Taken: Approve CRA's recommendation.

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes



PAQUETTE COMPANY

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

CITY OF FRUITLAND PARK - 2021

TO: **MR. ROBB DICUS**
[CITY OF FRUITLAND PARK](#)

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	HAMLET COURT (ENTIRE ROAD)	3,600	SY	\$9.00	\$32,400.00
2	VILLAGE COURT (ENTIRE ROAD)	1,210	SY	\$9.00	\$10,890.00
3	WEST CATABWA ST. (ROSE/COLLEGE)	1,430	SY	\$9.00	\$12,870.00
4	CINDY AVE (ENTIRE ROAD)	1,015	SY	\$9.00	\$9,135.00
5	PATRICIA AVE (ENTIRE ROAD)	2,050	SY	\$9.00	\$18,450.00
6	FOUNTAIN STREET (REMOVE AND REPLACE WITH 10" L.R. AND 2" SP-9.5) BASED ON 20' WIDE X 640' LONG \$97.75 A RUNNING FOOT	1,425	SY	\$43.00	\$61,275.00
7	FIX DEPRESSION AT LAKE ST	1	LS	\$750.00	\$750.00
8	FIX BAD AREA ON ARECA ST	1	LS	\$750.00	\$750.00
9	WEST HILLTOP ST (ENTIRE ROAD)	2,750	SY	\$9.00	\$24,750.00
10	RE STRIPING STOP BARS (PAINT)	1	LS	\$1,500.00	\$1,500.00
***	STREETS BID AS A WHOLE BASED ON 1 1/4" SP-9.5 ASPHALT				
***	INCLUDES TACK COAT				
***	INCLUDES TRAFFIC CONTROL AND PREPWORK PRIOR TO PAVING				
***	INCLUDES RE STRIPING PAVED AREAS				
***	MILLING JOINTS AND KEYWAYS INCLUDED				
				PROPOSAL TOTAL:	\$172,770.00

- A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall conform to FDOT's most current editions of "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", or Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.
- B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
1. All lane closures shall have the prior approval of the County's Project Manager.
 2. The foregoing above requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.
 3. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

DAMAGE

All items damaged as a result of the vendor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., shall be either repaired or replaced by the vendor, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. County reserves the right to pay any such invoices and deduct such costs from the vendor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished.

If the vendor damages a County sign or other property owned by the County, it shall be the responsibility of the vendor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the item and deduct the associated cost from the amount due the vendor.

Complaints shall be addressed by the vendor within forty-eight (48) hours and a written report shall be submitted to the Project Manager outlining actions taken to correct the complaint. The vendor shall notify the Project Manager immediately of any complaints given directly to the vendor.

EQUIPMENT

The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein this solicitation. If, in the opinion of the County Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the County Project Manager.

County reserves the right to inspect and approve all equipment before it is placed in service. If at any time the County Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County Project Manager. Inspection and approval of the vendor's equipment by the County Project Manager shall not relieve the vendor of responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion.

QUALITY CONTROL/CORING

At the discretion of the County, an independent testing firm may be obtained by the County to take coring samples from the repaired areas. The County will have the option of completing one (1) core per repaired area and one (1) core per every ten (10) square yards of repair if the size of the repair is greater than ten (10) square yards. If it is determined that the repairs meet the specifications as outlined within, the County will bear the cost of the coring. If it is determined that the work does not meet the specifications as outlined within, the vendor will be responsible for the cost associated with the coring and shall be responsible to make the necessary corrections to the work to meet the specifications. The cost incurred by the County for the coring will be deducted from the submitted invoice.

SUBCONTRACTOR/MATERIAL SUPPLIERS

If subcontractors or materials suppliers are to be used by the vendor, the vendor must provide a listing of such subcontractors and materials suppliers with the vendor's acceptance of the Notice to Proceed. The listing must include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall proposed project. Prior to final payment to the vendor, vendor must provide Certification of Payment to Subcontractors/Materials Suppliers before the invoice is processed and paid.

EMERGENCIES

The vendor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The vendor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The vendor shall submit to the County Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

SAFETY

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. Any safety devices installed by the manufacturer must be in place and in proper working order at all times. If the County Project Manager determines that equipment is deficient in safety devices, the vendor will be notified immediately. The vendor must immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County Project Manager.

The County Project Manager will periodically monitor work site for safety. Should there be safety or health violations, the County Project Manager has the authority, but not the duty, to require the vendor to correct the violation in an expeditious manner. If there is any situation deemed unsafe by the County Project Manager, the project must be shut down immediately upon notice and must not resume work until the unsafe condition has been remedied.

Should the work site be in a hazardous area, the County will take reasonable actions to furnish the vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets (MSDS), or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The vendor must be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site.

The vendor must designate a competent person who can communicate with all personnel of its organization whose duty shall be the prevention of accidents at the site. This person will be the vendor's Project Foreman unless otherwise designated in writing by the vendor to the County. All communications to the Project Foreman will be as binding as if given to the vendor.

HAZARDOUS MATERIALS

The vendor is responsible for notifying the County Project Manager of any hazardous materials used by the vendor on the work site and providing the County Project Manager with a copy of the Material Safety Data Sheets (MSDS) as required by federal law, as applicable. A copy of the Material Safety Data Sheets (MSDS) must be kept on the project work site at all times.

Any spillage of hazardous materials must be reported immediately to the County Project Manager and cleaned up in accordance with all Local, State and Federal Regulations. The clean-up cost of any spillage of hazardous materials caused by the vendor will be the sole responsibility of the vendor. A copy of a complete report showing compliance with local, state, and federal agencies must be given to the County Project Manager.

If any hazardous materials or conditions are discovered during normal operations, it is the responsibility of the vendor to immediately contact the County Project Manager with a description and the location of the condition.

LIQUIDATED DAMAGES

The County and the vendor recognize that, since time is of the essence for services as part of the contract, the County could suffer financial loss if the work is not completed within the time specified.

The County will be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project will be deemed to be completed on the date it is accepted by the County Project Manager. The vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the vendor fails to complete the work in a timely manner. The liquidated damages will be as follows:

Specific Project Amount	Daily Charge Per Calendar Day
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$75
\$10,000 or more but less than \$20,000	\$150
\$20,000 or more but less than \$30,000	\$250
\$30,000 or more but less than \$40,000	\$350
\$40,000 or more but less than \$50,000	\$450
Over \$50,000 but less than \$250,000	\$544

Any vendor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County will retain from the compensation to be paid to the vendor the above described sum. If the vendor continues to fail to complete any or all remaining scheduled work, the County will charge the vendor any additional costs that would be incurred over and above the original contract cost. This amount will be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and will not be construed as a penalty.

WORK ACCEPTANCE

Upon written notice from the vendor that the work is complete, the County Project Manager will make a final inspection with the vendor and will notify the vendor in writing of any deficiencies in the project. The vendor must correct all deficiencies before final acceptance and payment is made. If the deficiency is not properly corrected and there is a third inspection, the County will assess an eighty-dollar (\$80.00) fee to the vendor. The eighty-dollar (\$80.00) fee will be assessed for every re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice.

WARRANTY

All work performed under the contract must be warranted to provide, at a minimum, the specified performance criteria for a period of at least eighteen (18) months after completion of the project and acceptance by the County. Acceptability of this work will be determined based on both end-result and performance-based criteria. Performance criteria are as follows: Fatigue (Alligator) Cracking: Replace any segment that has a fatigue cracking condition rating exceeding the low severity level for more than ten percent (10%) of the pavement surface area in any segment during the warranty period. Rutting: Replace the segment where any rutting resulting from failure of the base is more than one-half (1/2) inch depth as measured with a 10-foot long straightedge. Potholes: The vendor will be responsible for the repair of any potholes that emerge in the surface area. If the

surface area of all potholes totals five percent (5%) or more of the segment's surface area, the vendor must replace the segment.

It is the County's responsibility to monitor warranted work to determine the performance. This includes performance of tests, recording observations, providing the vendor with access to this information, and notifying the vendor in writing of any required warranty work.

It is the vendor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The vendor must provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified in this solicitation. The vendor must complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified in this solicitation. The vendor must repair the areas within thirty (30) calendar days from notification by the County. In the event of any failure of the repaired area, in accordance with the performance criteria in this solicitation, the County and the vendor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the vendor must repair the failed areas at no cost to the County. In cases where the failure resulted from drainage problems or an unexpected increase in traffic/truck equivalent single axle loadings (ESALs), then the County will be responsible for any needed repairs at no cost to the vendor. In cases where the overlay was inadequate or poorly constructed by the vendor, then the vendor must replace the defective area utilizing overlay as specified in this solicitation, at no cost to the County.

ATTACHMENT B – ADDENDUMS



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 2

Date: March 28, 2019

Invitation to Bid (ITB) 19-0921

On-Call Pavement and Base Repair Contractor

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and/or return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum DOES NOT change the date for receipt of bids.

Questions/Answers:

Q1. Striping of thermoplastic, most striping firms, will not place thermo until the asphalt has cured at least 14 days. The bid has no provision for temporary paint until thermo can be placed. Please confirm that the intent is to place thermoplastic and not paint. And please confirm where to price the temporary paint if thermoplastic is the basis of the bid?

A1. The provision for temporary or permanent paint will be identified per project as stated in Section 2 – Statement of Work – Striping

“Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet existing layout and must be included as a separate unit cost item on the Notice to Proceed.”

The vendor shall supply a cost to install temporary paint and thermoplastic markings. This cost shall be listed on the “Total Price” column and include all costs associated in the temporary paint and thermoplastic markings on the newly attached pricing sheet titled “Pavement Markings”.

Addendum to Modify the below section with the highlighted inserts and changes.

Section 2 – Statement of Work – Notice to Proceed

NOTICE TO PROCEED

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. A fourteen (14) day asphalt cure time shall be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

Section 2 – Statement of Work – Striping

STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than the previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any pavement markings that are disturbed as part of the base repair must be replaced as directed by the County Project Manager. A fourteen (14) day asphalt cure time will be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

The Revised Bid Form above Line 21 refers to "Permanent Thermoplastic Striping", however, it should refer to "PAVEMENT MARKINGS". I am attaching a new Bid Form titled Final Bid Form to be used for your response to this solicitation.

Acknowledgement of Addendum:

Firm Name: PAQCO, INC Date: 3-28-19
Signature:  Title: Vice President
Typed/Printed Name: FAY PAQUETTE

ATTACHMENT C –PRICING SCHEDULE

CONTRACTOR agrees to provide services to the COUNTY, pursuant to the terms and conditions of this Agreement, under the following pricing schedule:

FINAL BID FORM

Item No.	Description	UCM	Price Per Unit	Estimated Usage	Total Price
1	Mobilization/Demobilization Charge	EACH	\$1,750.00	20	\$35,000.00
2	Portable Changeable (Variable) Message Signs	EACH DAY	\$800.00	10	\$8,000.00
3	Base Repair (10-20 SY)	SQUARE YARD	\$60.00	200	\$12,000.00
4	Base Repair (>20-50 SY)	SQUARE YARD	\$50.00	500	\$25,000.00
5	Base Repair (>50-100 SY)	SQUARE YARD	\$40.00	400	\$16,000.00
6	Base Repair (>100-200 SY)	SQUARE YARD	\$33.50	1500	\$50,250.00
7	Base Repair (>200 SY)	SQUARE YARD	\$27.50	1000	\$27,500.00
8	Additional one inch per SY for limestone to be installed	SQUARE YARD	\$2.00	50	\$100.00
9	Milling (10-20 SY)	SQUARE YARD	\$35.00	25	\$875.00
10	Milling (>20-50 SY)	SQUARE YARD	\$28.00	50	\$1,400.00
11	Milling (>50-100 SY)	SQUARE YARD	\$25.00	100	\$2,500.00
12	Milling (>100-200 SY)	SQUARE YARD	\$22.50	500	\$11,250.00
13	Milling (>200 SY)	SQUARE YARD	\$20.00	1500	\$30,000.00
14	Asphalt Repair (10-20 SY)	SQUARE YARD	\$17.50	225	\$3,937.50
15	Asphalt Repair (>20-50 SY)	SQUARE YARD	\$15.00	550	\$8,250.00
16	Asphalt Repair (>50-100 SY)	SQUARE YARD	\$14.00	500	\$7,000.00
17	Asphalt Repair (>100-200 SY)	SQUARE YARD	\$12.50	2000	\$25,000.00
18	Asphalt Repair (>200 SY)	SQUARE YARD	\$12.50	2500	\$25,000.00
19	Additional one inch per SY for asphalt to be installed	SQUARE YARD	\$8.75	500	\$4,375.00

NET # 81,850.00

AGR BETWEEN LAKE COUNTY AND ADVANCED PLANNING CONSULTANTS FOR ON-CALL EMERGENCY MANG CONSULTING, 19-0913

20	Asphalt Per Ton	TON	\$130.00	5,000	\$ 650,000.00
PAVEMENT MARKINGS					
21	4-Inch White Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
22	4-Inch Yellow Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
23	6-Inch White Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
24	6-Inch Yellow Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
25	18-Inch White Line For Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
26	18-Inch Yellow Line for Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
27	Symbol - Single Arrow*	EACH	\$ 80.00	5	\$ 400.00
28	Symbol - Combination Arrow*	EACH	\$ 115.00	5	\$ 575.00
29	Message - School*	EACH	\$ 215.00	5	\$ 1,075.00
30	Message - Railroad Crossing*	EACH	\$ 215.00	5	\$ 1,075.00
31	Message - Only*	EACH	\$ 115.00	5	\$ 575.00
32	Message - Merge*	EACH	\$ 150.00	5	\$ 750.00
33	Message - Stop*	EACH	\$ 150.00	5	\$ 750.00
34	Message Miscellaneous, 4-6 Letters	EACH	\$ 150.00	5	\$ 750.00
35	24-Inch White Stop Bar	EACH	\$ 100.00	20	\$ 2,000.00
36	Raised Pavement Markings	EACH	\$ 6.50	500	\$ 3,250.00
Additional Items					
37	Night Work Charge (Including Lights)	EACH HOUR	\$ 300.00	40	\$ 12,000.00

AGR BETWEEN LAKE COUNTY AND ADVANCED PLANNING CONSULTANTS FOR ON-CALL EMERGENCY
MANG CONSULTING, 19-0913

3B	Cost Per Day for Law Enforcement Officer To Assist With MOT - 8 Hour Shift; Only Used If Project Manager Requests Service	DAY	\$400 ⁰⁰	\$	\$2,000.00	
Grand Total					\$200,012.50	RAT \$987,512.50

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

ITEM TITLE: Sewer Truck Crane and Body Quotes
For the Meeting of: August 26, 2021
Submitted by: City Manager/Public Works Director
Date Submitted: August 18, 2021
Funds Required:
Account Number: 40535-60640
Amount Required: \$43,199
Balance Remaining: N/A
Attachments: Quotes

Item Description: Sewer Truck Crane and Body Quotes
- Tampa Crane and Body, \$16,825 and
- General Truck Equipment and Trailer Sales Inc., \$14,725

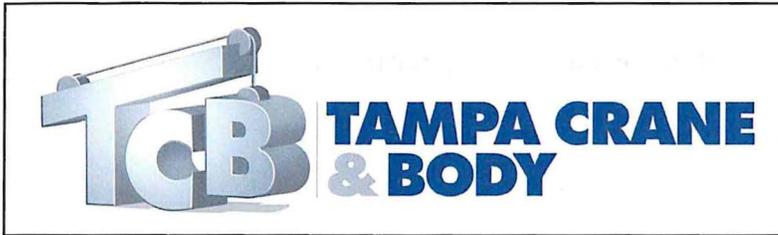
Action to be Taken: Approve staff's recommendation.

Staff's Recommendation: The lowest responsive and responsible bidder.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes



Tampa Crane & Body
5701 N. 50th St.
Tampa, FL 33610
(973) 534-8117 - Cell
(813) 246-5510 - Work
(813) 246-5322 - Fax

Quote #	2021-1116 rev.1		
To:	Fruitland Park	Date:	5/25/2021
Attention:	Robb Dicus	Phone:	
Address:		Fax:	
City:		E-Mail:	

WE ARE PLEASED TO QUOTE THE FOLLOWING:

Supply and install one Stellar Model EC3200 Telescopic crane - 11,500 ft/lb, 3200 lb. maximum capacity, 12V electric/hydraulic only, hydraulic/manual reach to 15', four-function radio remote standard, 12V electric planetary winch with 17 ft./min. maximum single line speed, double acting cylinders with integral counterbalance valves, gear bearing rotation system, double boom design. Painted white. Wide mount, mounts on 20" side packs
 Remove existing crane,
 All necessary wiring,
 Boom rest,

Unit price: \$13,275.00

***Note-**

If current body crane support is not adequate enough, addition of required support not to exceed: \$3,550.00

Please review the listed items quoted above. In order to ensure efficient and low-cost production for both Tampa Crane & Body and the buyer, the customer agrees to the installations and modifications as specified above. Any changes made hereafter that require additional labor and/or parts may be charged to the customer. Customer Initial: _____

**TERMS: 20 % DEPOSIT WITH SIGNED ORDER; BALANCE DUE UPON SHIPMENT
 NO APPLICABLE FEES, TAXES, FET OR FREIGHT ARE INCLUDED UNLESS STATED
 THIS QUOTE GOOD FOR 30 DAYS FROM PROPOSAL DATE.**

Sincerely,

Jason Cornell

This quotation is accepted on this _____ day of _____, 2021.

Signed by Company Representative: _____

Stellar® Service Crane

EC3200



EC3200 ★ TECHNICAL SPECIFICATION GUIDE



Our People. Our Products.

EC3200★ TECHNICAL SPECIFICATION GUIDE

■ SPECIFICATION INFORMATION

Crane Rating:	11,500 ft-lb (1.59 tm)
Standard Boom Length:	7' (2.13 m) from CL of Crane
Boom Extension:	
• 1st stage:	Hydraulic 48" (121.9 cm)
• 2nd stage:	Manual 48" (121.9 cm)
Max. Horizontal Reach:	15' (4.57 m) from CL of Crane
Maximum Vertical Lift: (from crane base)	16' 2" (4.57m)
Boom Elevation:	-5 to +80 degree
Stowed Height: (crane only)	24" (61.0 cm)
Mounting Space Required:	18" x 15" (45.7 x 38.1 cm)
Shipping Weight:	730 lbs (331 kg)
Controls:	Radio control standard for all functions
Winch	
• Rope Length:	65' (19.8 cm)
• Rope Diameter:	7/32" (.56 cm)
• Line pull speed:	15 ft/min (4.6 m/min)
• Max. single part line:	1600 lbs (725 Kg)
• Max. double part line:	3200 lbs (1450 Kg)
Rotation:	410 degree power (worm gear)
Lifting Capacities:	1625 lbs @ 7' (737 Kg @ 2.1 m) 640 lbs @ 15' (260 Kg @ 4.6 m)
Power Supply Required:	12 volt power unit 2.0 gpm @ 2600 psi (7.57 lpm @ 179 bars)
Min. Rec. Chassis (GVRW)	10,500*

*Guideline for Stellar® TMAX™ package with curbside rear crane. Consult with Stellar for other installations.

NOTE: All Stellar cranes meet ANSI B30.5 and OSHA 1910.180 specifications. Specifications subject to change without notification.

■ DEFINING CHARACTERISTICS

Planetary Drive Winch System

The winch is equipped with a 1.8 HP permanent magnet electric motor with a 261:1 planetary gear reduction system. This ensures that your winch will never quit lifting before it reaches the full rated capacity.

Double Boom Design

The double boom design makes it nearly twice as strong as the nearest competitor.

Gear Bearing Rotation

Uses same rotation system as the larger class cranes. There are no plastic bushings or brass gears in the rotation system. It uses a high strength steel ball bearing turntable gear, a high strength steel worm gear, and a cast steel worm gear housing.

Integral Rotation Stop

410 degrees of rotation with an integrated rotation stop. Integrated stops allow you the greatest performance while protecting wires and hoses from damage.

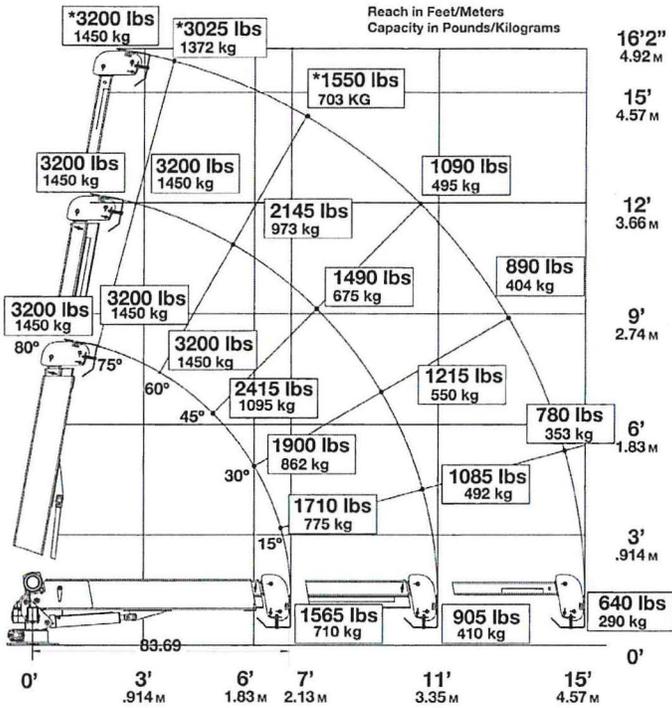
15' of Reach

Hydraulic 1st stage extension. Manual 2nd stage extension.

Radio Remote

Comes standard with a radio remote control.

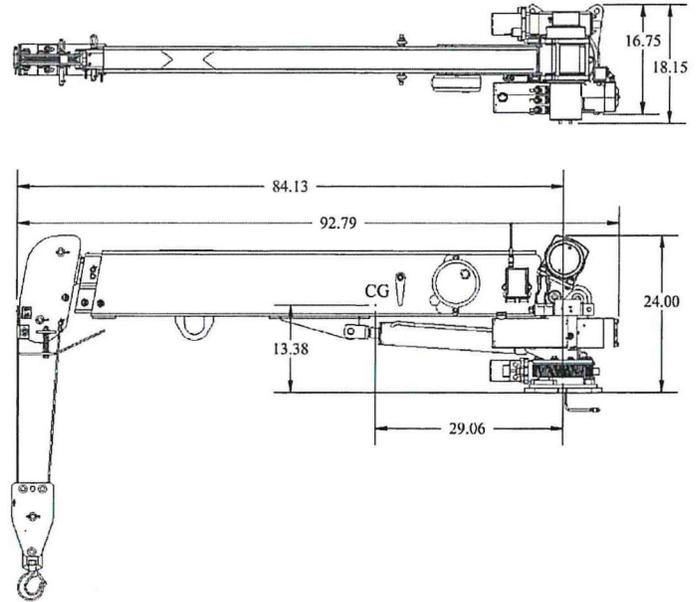
EC3200 CAPACITY CHART



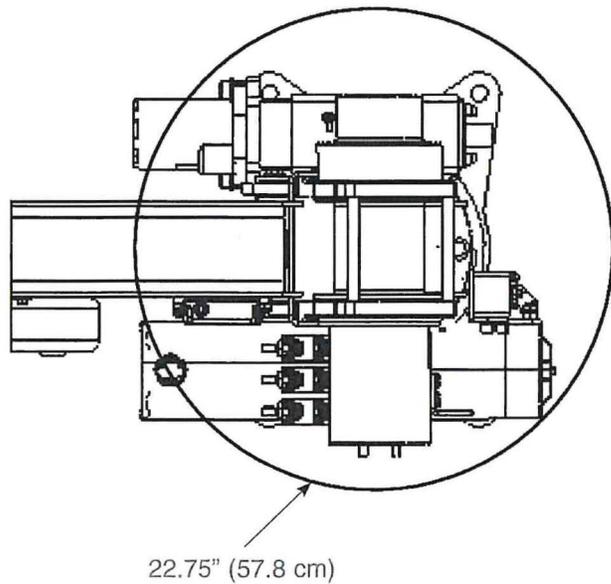
Weight of load handling devices are part of the load lifted and must be deducted from the capacity.

Maximum 1 - part line capacity is 1600 lbs. (726 kg). For greater loads, use 2 - part line.

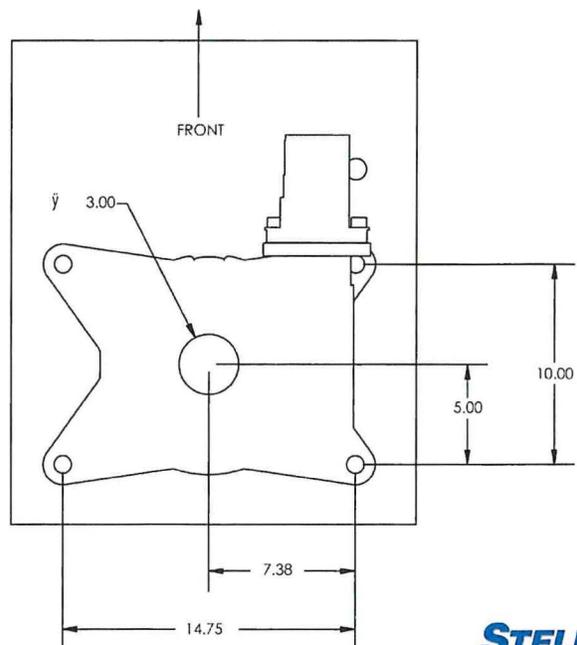
GEOMETRIC DIMENSIONS



ROTATIONAL CLEARANCE

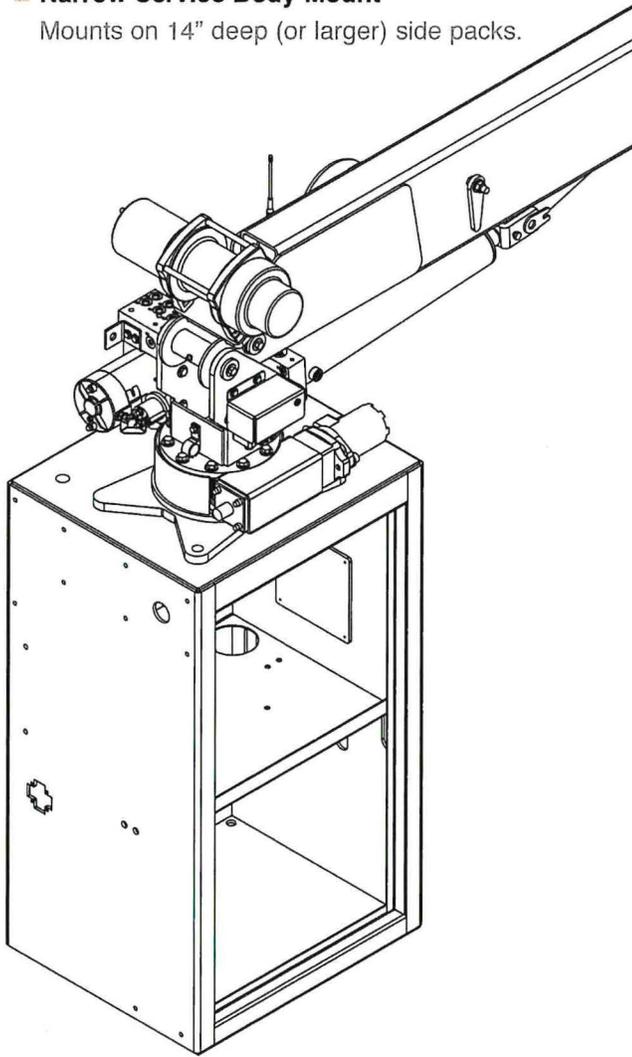


HOLE MOUNTING DETAIL



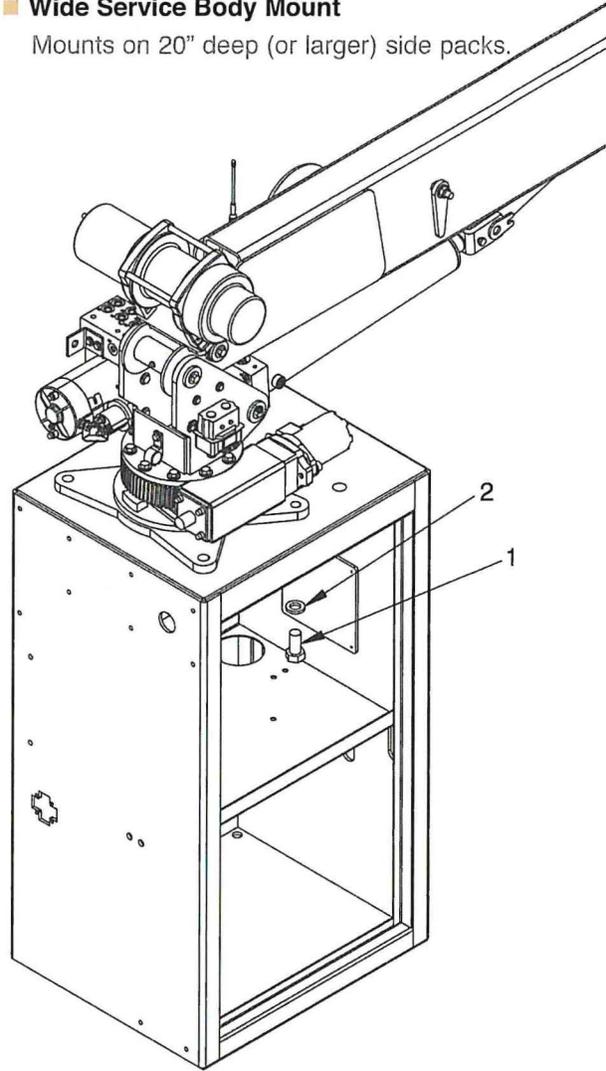
■ **Narrow Service Body Mount**

Mounts on 14" deep (or larger) side packs.



■ **Wide Service Body Mount**

Mounts on 20" deep (or larger) side packs.



Item	Part	Description	Qty.
1	42985	Cap Scr 0.88-9x1.75 HHGR8ZY	4
2	8648	Washer 0.88 SAE GR8	4

Your local distributor:



Our People. Our Products.

190 State Street
 P.O. Box 169
 Garner, IA 50438
 Telephone: (641) 923-3741 • (800) 321-3741
 Fax: (641) 923-2812
 Internet: www.stellarindustries.com
 Email: sales@stellarindustries.com

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 STL000071 4/2020



GENERAL TRUCK
EQUIPMENT & TRAILER SALES INC.
5310 BROADWAY AVENUE • POST OFFICE BOX 6954
JACKSONVILLE, FLORIDA 32254 • PHONE 904/389-5541

August 11, 2021

Robb Dicus
City of Fruitland Park

As of today, Liftmoore has one in stock for quick shipping. I would need to see the body reinforcing already in place to know if we would be comfortable installing this crane on that reinforcement.

Liftmoore Model 3612X-9-15 WP
Electric Crane
Wireless Remote with Wired Ability
Power Extension 9-15'
Power Rotation
Power Elevation
3600 lb. Capacity
*After 5 minutes of continuous winch use, the winch motor needs to rest 30 minutes
Boom Rest
Single Jack Stand Outriggers
Freight to you

Uninstalled \$ 14,725.00
Plus tax, if applicable

Sincerely,
GENERAL TRUCK EQUIPMENT & TRAILER SALES, INC.

Blake Murray

LIFTMOORE 3612X 9-15

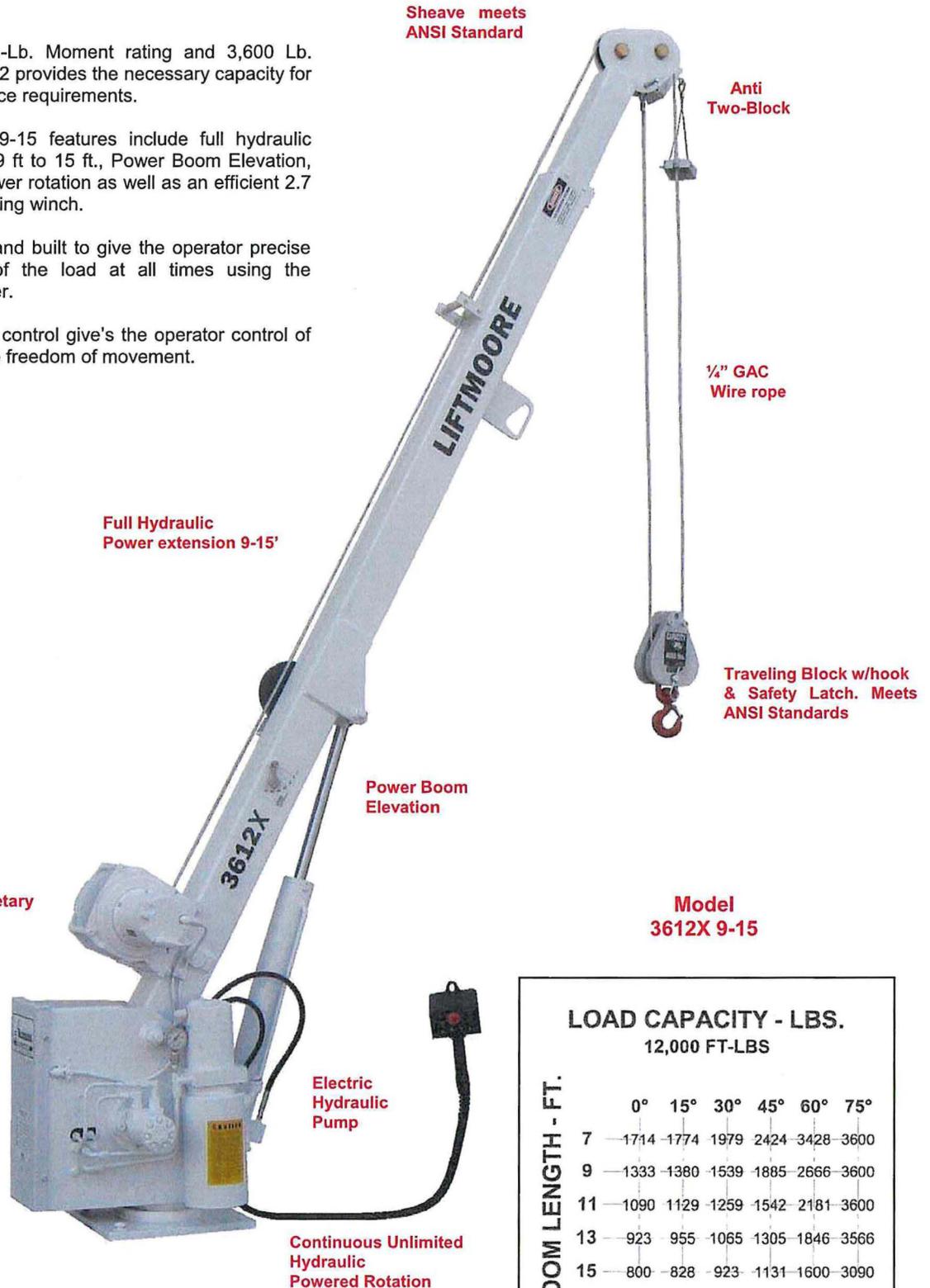
**12,000 FT.-LB. MOMENT RATING
3,600 LB. MAXIMUM CAPACITY**

- With its 12,000 Ft.-Lb. Moment rating and 3,600 Lb. Maximum load, the 3612 provides the necessary capacity for many of your field service requirements.

- The Model 3612X 9-15 features include full hydraulic power extension from 9 ft to 15 ft., Power Boom Elevation, continuous unlimited power rotation as well as an efficient 2.7 HP planetary gear hoisting winch.

This unit is designed and built to give the operator precise and efficient control of the load at all times using the standard wired controller.

- An Optional wireless control give's the operator control of the crane with complete freedom of movement.



Rotates on Tapered Roller Bearings

2.7 HP Planetary Gear Winch

Full Hydraulic Power extension 9-15'

Power Boom Elevation

Electric Hydraulic Pump

Continuous Unlimited Hydraulic Powered Rotation

Model 3612X 9-15

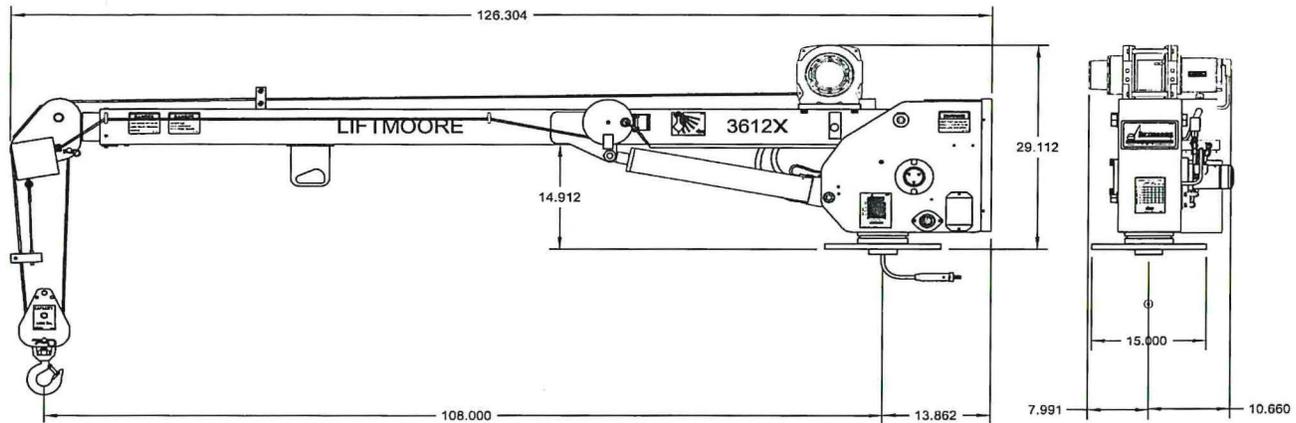
LOAD CAPACITY - LBS.		12,000 FT-LBS					
BOOM LENGTH - FT.	ANGLE						
	0°	15°	30°	45°	60°	75°	
7	1714	1774	1979	2424	3428	3600	
9	1333	1380	1539	1885	2666	3600	
11	1090	1129	1259	1542	2181	3600	
13	923	955	1065	1305	1846	3566	
15	800	828	923	1131	1600	3090	



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 PHONE: (713) 688-5533
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3612X 9-15 SPECIFICATIONS



MOMENT RATING: 12,000 Ft.-Lbs.

HOIST WINCH: The hoist winch has a planetary gear drive for best possible efficiency. A 2.7 HP permanent magnet electric motor powers the winch. Single line capacity of the winch is 2000 Lbs. Load is controlled by a load apportioned mechanical brake located in the winch drum. Ratio between winch drum and wire rope meets ANSI B30.5 requirements.

First layer performance of the winch is as follows:

Load-Lbs	Hook Speed-Ft/ Min.	Electrical-Amps @ 12VDC
1000	13.1	64
2000	11.9	115

Note: Two part line required for loads above 2000 Lbs.

WIRE ROPE and SHEAVES: The crane is supplied with 62 Ft. of ¼ in. galvanized aircraft cable. Minimum breaking strength of the rope is 7000 lbs. The wire rope is outside of the boom and visible for operator's continual inspection. A traveling block for easy two-part hookup is included. All sheaves meet ANSI requirements.

BOOM ELEVATION: The boom is capable of moving from -5 to +75 Degrees. A double acting cylinder with an integral counterbalance valve elevates the boom. The counterbalance valve has two important functions. This valve holds the cylinder in the event of hose failure and it controls the rate of boom decent.

BOOM EXTENSION: The boom extends under hydraulic power from 9 ft. to 15 ft. The double acting cylinder incorporates an integrally mounted counterbalance valve.

HYDRAULIC SYSTEM: A hydraulic pump driven by a 12 volt D.C. series wound electric motor powers the crane's rotation, elevation and extension functions. Pump is a gear type with a 1.3 GPM capacity at 500 PSI. Control of the hydraulic functions is through four way spring centered solenoid activated valves. Valves have manual override capability and are mounted on a manifold for easy access.

ROTATION SYSTEM: The hydraulic powered rotation is driven by a low speed, high torque hydraulic motor. The crane rotates 360 degrees continuously without limit on two 3.75" ID Tapered roller bearings.

REMOTE PENDANT CONTROL: An 18-Ft. long remote pendant is provided for control of each powered function. The Pendant control is removable from the crane to prevent unauthorized use of the crane. An E-Stop is included for emergency shutdown of all crane power as required by OSHA. **Optional** Wireless control is available.

LOAD SENSOR: A load-limiting sensor is supplied as standard. This sensor will shut down hoist up, boom out & boom down when an overload is detected. The sensor will reset after the load is lowered.

ANTI TWO-BLOCK: Prevents extending the boom against the travel block and breaking the cable.

POWER SOURCE: Crane is powered by the truck's 12 volt DC system. A second battery is required to keep the voltage as high as possible and should be installed in parallel with the vehicle's battery. A Group 31 "DEEP CYCLE" battery is recommended. 25 Ft of #1 battery cable with quick disconnect is included along with a 3-ft ground wire, 150amp circuit breaker and master cut off switch.

MOUNTING: An 11,000 Lb or larger GVWR chassis is recommended. Four 0.50" X 2.5" long Grade 8 hex head cap screws and lock nuts are provided. Mounting plate is 15" square with a 12" square bolt pattern.

OUTRIGGERS: An optional outrigger is needed for stability requirements of OSHA 1910.180. The Outrigger is necessary to reduce the load on the crane's rotation mechanism and the truck's suspension.

BOOM REST: A boom rest is required on all Power rotation Model Cranes.



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SUGGESTED SPECIFICATIONS MODEL 3612X 9-15 CRANE

CAPACITY: Moment rating of 12,000 Ft.-Lbs. with capacities as follows:

*3600 Lbs. at 3 Ft.	1090 Lbs. at 11 Ft.
1714 Lbs. at 7 Ft.	800 Lbs. at 15 Ft.
1333 Lbs. at 9 Ft.	

*Use traveling block double line, for loads above 2000 Lbs.

HOIST WINCH: The hoist winch has a planetary gear drive for best possible efficiency. A 2.7 HP permanent magnet electric motor powers the winch. The single line capacity of the winch is 2000 Lbs. The winch load is controlled by the dynamic braking of the motor and by a load apportioned mechanical brake located in the winch drum. Ratio between the winch drum and wire rope meets ANSI requirements. The winch is reversed by 12 volt contactor, not individual solenoids. Winch performance is as follows:

Load(Lbs.)	Hook Speed(Ft./Min.)	Amp Draw
1000	13.1	64
2000	11.9	115

Note: Use double line for loads over 2000 Pounds

WIRE ROPE AND SHEAVES: The crane is supplied with 62 Ft. of ¼ In. Galvanized aircraft cable. Minimum breaking strength of the rope is 7000 Lbs. The wire rope is outside of the boom and visible for operator's continual inspection. A traveling block for easy two-part hookup is included. All sheaves meet ANSI requirements.

HYDRAULIC SYSTEM: The hydraulic pump is driven by a 12 volt DC Series Wound electric motor. A gear type pump with 1.2 GPM capacity at 500 PSI. Hydraulic functions are controlled through four way spring centered solenoid activated valves. Valves actuate at a minimum of 10 volts, have manual over-ride capabilities and are mounted on a manifold for easy access. The reservoir capacity is 1 gallon. The relief valve on the pump is set for 1800 PSI.

ROTATION SYSTEM: The hydraulic powered rotation is driven by a low speed, high torque hydraulic motor and drives through a 36:1 ratio self locking worm gear. The worm gear is an aluminum bronze alloy. The worm is hardened steel. The crane rotates 360 degree continuously without limit on two 3.75 In. ID tapered roller bearings.

BOOM ELEVATION: The boom is capable of moving from -5 degree to +75 degree. It is elevated by a 3.00 In. bore double acting cylinder. The cylinder has an integral counterbalance valve with relief set at 2000 PSI. The counterbalance valve has two vital purposes. It will hold the cylinder in the event of hose failure and it controls the rate of boom descent.



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BOOM EXTENSION: Boom extends under power from 9 Ft. to 15 Ft. by a 2.5 In. bore hydraulic cylinder. The cylinder is mounted inside the boom for protection. The cylinder has a counterbalance valve integrally mounted with relief set at 2000 PSI. The counterbalance valve will hold the cylinder in the event of hose failure and also controls the rate of cylinder retraction.

LOAD SENSOR: A load limiting sensor is installed in the elevation cylinder. This sensor will shut down hoist up, boom out (power extension only), and boom down when an overload is detected. The sensor will reset after the load is lowered.

ANTI-TWO BLOCK: An anti-two block system is included on the 3612X series crane. The anti two-block prevents extending the boom against the traveling block and breaking the cable.

PENDANT CONTROL: An 18 Ft. remote pendant control is supplied with each crane. For safest possible use, the pendant control is removable from the crane and each function is controlled by a momentary contact toggle switch. An E-Stop is included that turns off all power to the crane as required by OSHA.

BATTERY CABLE: The crane is supplied with 25 Ft. of battery power cable with quick disconnects, an additional 3 Ft. ground wire, a 150 Amp circuit breaker for mounting near the battery and a master cutoff switch to be mounted near the crane.

MOUNTING: Four 0.5 In. x 2.5 In. long Grade 8 Hex Head Cap Screws are supplied for mounting. The bolt pattern is 12 In. square on a 15 In. square base plate.

ACCESSORIES: An outrigger is necessary to keep the truck as level as possible as well as reducing the load on the crane's rotation mechanism and the truck's suspension components. A boom rest is required to support the crane whenever the truck is in motion. Liftmoore can supply all of these options.

CHASSIS: Minimum recommended GVWR for mounting the 3612X is 10,500 Lbs.



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From: [Robb Dicus](#)
To: [Gary La Venia](#)
Cc: [Esther Coulson](#); [Jeannine Racine](#)
Subject: Crane Purchase
Date: Thursday, August 12, 2021 4:28:28 PM
Attachments: [image001.png](#)
[Tampa Crane and Body Quote.pdf](#)
[General truck and equipment Crane Quote.pdf](#)

Gary,

I have attached 2 quotes for the purchase of a crane for the sewer truck, my contact for the third quote from Knapheide Truck and equipment has failed to contact me back and I would like to proceed with getting this to the commission with these two quotes as soon as possible with the budget rollover coming soon. The General Truck quote is 14,725.00 which includes purchase of the equipment only because they will not give me an install price without me driving the truck to Jacksonville for them to look at. The Tampa Crane quote is \$13,275.00 for purchase of the crane and install of the crane if it was just a basic swap from the existing one, which it will not be. Tampa Crane included an install not to exceed price of \$3,550.00 (also due to not having the truck on site to price) to install the crane if they have to modify the truck support to accept the larger crane which would bring the total for install with Tampa Crane to \$16,825.00 at the most but could be less. I have \$15,000.00 budgeted for this and will just purchase the crane, and install later, unless we can find the possible \$1825.00 (I probably have enough money in Water Department Vehicle Maintenance to cover the install price) to ensure they can install it also. It might come in under \$15,000.00 with install but I won't know until I take it to them. I would prefer going with Tampa Crane because their base price is lower and I feel that even if I have to pay them extra for installation they will be cheaper than General Truck once it's all said and done.

I also need to make sure we get approval for the road work so I can let Fay know whether to proceed or not. He'll only have a month to get the work done before the budget rolls over after the next commission meeting.



Robb Dicus

Public Works Director
City of Fruitland Park

rdicus@fruitlandpark.org

Office: (352) 360-6795

Cell: (352) 308-6651

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

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing
2021-010 Private Property Rights Element –
Comprehensive Plan Amendment

For the Meeting of: August 26, 2021

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

Date Submitted: August 9, 2021

Funds Required: None

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Proposed ordinance, staff’s recommendation, HB
59 Growth Management, and advertisement
affidavit

Item Description: Ordinance 2021-010 to amend the 2035 City’s
Comprehensive Plan Amendment effective July 1, 2021 in accordance with Florida
Legislature House Bill 59; adding Chapter 9, Private Property Rights Element.

Action to be Taken: **Approve Ordinance 2021-010.**

Staff’s Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2021-010

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184; AMENDING THE CITY’S COMPREHENSIVE PLAN; ADDING AND ADOPTING, PRIVATE PROPERTY RIGHTS ELEMENT OF THE COMPREHENSIVE PLAN; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida on November 26, 1991, by Ordinance No 91-016, adopted a Comprehensive Plan which incorporated a Future Land Use Element setting forth the goals, objectives, and policies to guide and direct future development and growth; and

WHEREAS, the City of Fruitland Park, Florida on March 19, 2017, by Ordinance No 2016-031 adopted a new Comprehensive Plan to govern land use and development through the year 2035;

WHEREAS, the City Commission has determined that it is in the best interest of the health, safety and welfare of the citizens of the City of Fruitland Park to adopt a new element to the Comprehensive Plan;

THEREFORE BE IT ORDAINED BY THE City Commission of the City of Fruitland Park, Florida, as follows:

SECTION 1. The adopted local Comprehensive Plan for the City of Fruitland Park, Florida, as hereby amended.

CHAPTER 9
PRIVATE PROPERTY RIGHTS ELEMENT
GOALS, OBJECTIVES, AND POLICIES

GOAL 9-1: Private Property Rights. The City of Fruitland Park shall establish a private property rights statement of rights.

OBJECTIVE 9.1: Local Decision Making. To ensure that private property rights are considered in local decision making, complying with Florida Statute.

Policy 9.1.1: Property Owner Rights. The City will consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 9.1.2: Consistency with Local Ordinances. The City will consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances including but not limited to the City of Fruitland Park Comprehensive Plan and Land Development Code.

Policy 9.1.3: **Property Owner Privacy.** The City will consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property in accordance with Florida law.

Policy 9.1.4: **Disposal of Property.** The City will consider the right of a property owner to dispose of his or her property through sale or gift.

SECTION 2. With the recommendations of the City Commission, the proposed Comprehensive Plan Amendment are hereby transmitted by the City Commission to the Florida Department of Economic Opportunity for appropriate review and/or approval.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. A copy of said Comprehensive Plan Amendment is filed in the Office of the City Clerk of the City of Fruitland Park as a matter of permanent record of the City and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

SECTION 6. That the City Clerk, after passage of this ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same in the Comprehensive Land Use Plan of the City of Fruitland Park.

SECTION 7. The effective date of this Ordinance shall be the date the state land planning agency issues a final order determining the Comprehensive Plan, as attached hereto and amended prior to this Ordinance becoming effective, to be in compliance with Chapter 163, Florida Statutes, or the date the Division of Administrative Hearings issues a final order determining the adopted 2035 Comprehensive Plan to be in compliance with Chapter 163, Florida Statutes, whichever occurs first.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this ____ day of _____, 2021.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____

Passed Second Reading _____
(SEAL)

CHAPTER 9
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The Villages
DAILY SUN

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

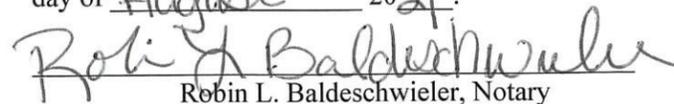
Before the undersigned authority personally appeared **Joseph Szabo**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal #1015867 in the matter of **NOTICE OF PUBLIC HEARINGS**

AUGUST 6, 2021

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

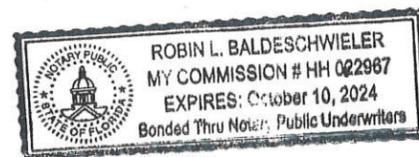

(Signature Of Affiant)

Sworn to and subscribed before me this 9
day of August 2021.


Robin L. Baldeschwieler, Notary

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

Attach Notice Here:



**NOTICE OF
PUBLIC HEARINGS**

ORDINANCE 2021-010

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184; AMENDING THE CITY'S COMPREHENSIVE PLAN; ADDING AND ADOPTING, PRIVATE PROPERTY RIGHTS ELEMENT OF THE COMPREHENSIVE PLAN; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

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

- Fruitland Park Planning and Zoning Meeting on August 19, 2021 at 6:00 p.m.
- Fruitland Park City Commission Meeting on August 26, 2021 at 6:00 p.m.
- Local Land Planning Agency Meeting on August 26, 2021 at 6:15 p.m.

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

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



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352-43
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ENROLLED

CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

1
2 An act relating to growth management; amending s.
3 163.3167, F.S.; specifying requirements for certain
4 comprehensive plans effective, rather than adopted,
5 after a specified date and for associated land
6 development regulations; amending s. 163.3177, F.S.;
7 requiring local governments to include a property
8 rights element in their comprehensive plans; providing
9 a statement of rights which a local government may
10 use; requiring a local government to adopt a property
11 rights element by the earlier of its adoption of its
12 next proposed plan amendment initiated after a certain
13 date or the next scheduled evaluation and appraisal of
14 its comprehensive plan; prohibiting a local
15 government's property rights element from conflicting
16 with the statement of rights contained in the act;
17 amending s. 163.3237, F.S.; providing that the consent
18 of certain property owners is not required for
19 development agreement changes under certain
20 circumstances; providing an exception; amending s.
21 337.25, F.S.; requiring the Department of
22 Transportation to afford a right of first refusal to
23 certain individuals under specified circumstances;
24 providing requirements and procedures for the right of
25 first refusal; amending s. 380.06, F.S.; authorizing

ENROLLED

CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

26 | certain developments of regional impact agreements to
 27 | be amended under certain circumstances; providing
 28 | retroactive applicability; providing a declaration of
 29 | important state interest; providing an effective date.

30 |

31 | Be It Enacted by the Legislature of the State of Florida:

32 |

33 | Section 1. Subsection (3) of section 163.3167, Florida
 34 | Statutes, is amended to read:

35 | 163.3167 Scope of act.—

36 | (3) A municipality established after the effective date of
 37 | this act shall, within 1 year after incorporation, establish a
 38 | local planning agency, pursuant to s. 163.3174, and prepare and
 39 | adopt a comprehensive plan of the type and in the manner set out
 40 | in this act within 3 years after the date of such incorporation.

41 | A county comprehensive plan is controlling until the
 42 | municipality adopts a comprehensive plan in accordance with this
 43 | act. A comprehensive plan for a newly incorporated municipality
 44 | which becomes effective ~~adopted~~ after January 1, 2016 ~~2019~~, and
 45 | all land development regulations adopted to implement the
 46 | comprehensive plan must incorporate each development order
 47 | existing before the comprehensive plan's effective date, may not
 48 | impair the completion of a development in accordance with such
 49 | existing development order, and must vest the density and
 50 | intensity approved by such development order existing on the

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2021 Legislature

51 effective date of the comprehensive plan without limitation or
 52 modification.

53 Section 2. Paragraph (i) is added to subsection (6) of
 54 section 163.3177, Florida Statutes, to read:

55 163.3177 Required and optional elements of comprehensive
 56 plan; studies and surveys.—

57 (6) In addition to the requirements of subsections (1)-
 58 (5), the comprehensive plan shall include the following
 59 elements:

60 (i)1. In accordance with the legislative intent expressed
 61 in ss. 163.3161(10) and 187.101(3) that governmental entities
 62 respect judicially acknowledged and constitutionally protected
 63 private property rights, each local government shall include in
 64 its comprehensive plan a property rights element to ensure that
 65 private property rights are considered in local decisionmaking.
 66 A local government may adopt its own property rights element or
 67 use the following statement of rights:

68
 69 The following rights shall be considered in local
 70 decisionmaking:

71
 72 1. The right of a property owner to physically
 73 possess and control his or her interests in the
 74 property, including easements, leases, or mineral
 75 rights.

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2021 Legislature

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2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

Section 3. Section 163.3237, Florida Statutes, is amended to read:

163.3237 Amendment or cancellation of a development agreement.—A development agreement may be amended or canceled by

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2021 Legislature

101 mutual consent of the parties to the agreement or by their
 102 successors in interest. A party or its designated successor in
 103 interest to a development agreement and a local government may
 104 amend or cancel a development agreement without securing the
 105 consent of other parcel owners whose property was originally
 106 subject to the development agreement, unless the amendment or
 107 cancellation directly modifies the allowable uses or
 108 entitlements of such owners' property.

109 Section 4. Subsection (4) of section 337.25, Florida
 110 Statutes, is amended to read:

111 337.25 Acquisition, lease, and disposal of real and
 112 personal property.—

113 (4) The department may convey, in the name of the state,
 114 any land, building, or other property, real or personal, which
 115 was acquired under subsection (1) and which the department has
 116 determined is not needed for the construction, operation, and
 117 maintenance of a transportation facility. When such a
 118 determination has been made, property may be disposed of through
 119 negotiations, sealed competitive bids, auctions, or any other
 120 means the department deems to be in its best interest, with due
 121 advertisement for property valued by the department at greater
 122 than \$10,000. A sale may not occur at a price less than the
 123 department's current estimate of value, except as provided in
 124 paragraphs (a)-(d). The department may afford a right of first
 125 refusal to the local government or other political subdivision

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CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

126 | in the jurisdiction in which the parcel is situated, except in a
127 | conveyance transacted under paragraph (a), paragraph (c), or
128 | paragraph (e). Notwithstanding any provision of this section to
129 | the contrary, before any conveyance under this subsection may be
130 | made, except a conveyance under paragraph (a) or paragraph (c),
131 | the department shall first afford a right of first refusal to
132 | the previous property owner for the department's current
133 | estimate of value of the property. The right of first refusal
134 | must be made in writing and sent to the previous owner via
135 | certified mail or hand delivery, effective upon receipt. The
136 | right of first refusal must provide the previous owner with a
137 | minimum of 30 days to exercise the right in writing and must be
138 | sent to the originator of the offer by certified mail or hand
139 | delivery, effective upon dispatch. If the previous owner
140 | exercises his or her right of first refusal, the previous owner
141 | has a minimum of 90 days to close on the property. The right of
142 | first refusal set forth in this subsection may not be required
143 | for the disposal of property acquired more than 10 years before
144 | the date of disposition by the department.

145 | (a) If the property has been donated to the state for
146 | transportation purposes and a transportation facility has not
147 | been constructed for at least 5 years, plans have not been
148 | prepared for the construction of such facility, and the property
149 | is not located in a transportation corridor, the governmental
150 | entity may authorize reconveyance of the donated property for no

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2021 Legislature

151 consideration to the original donor or the donor's heirs,
152 successors, assigns, or representatives.

153 (b) If the property is to be used for a public purpose,
154 the property may be conveyed without consideration to a
155 governmental entity.

156 (c) If the property was originally acquired specifically
157 to provide replacement housing for persons displaced by
158 transportation projects, the department may negotiate for the
159 sale of such property as replacement housing. As compensation,
160 the state shall receive at least its investment in such property
161 or the department's current estimate of value, whichever is
162 lower. It is expressly intended that this benefit be extended
163 only to persons actually displaced by the project. Dispositions
164 to any other person must be for at least the department's
165 current estimate of value.

166 (d) If the department determines that the property
167 requires significant costs to be incurred or that continued
168 ownership of the property exposes the department to significant
169 liability risks, the department may use the projected
170 maintenance costs over the next 10 years to offset the
171 property's value in establishing a value for disposal of the
172 property, even if that value is zero.

173 (e) If, at the discretion of the department, a sale to a
174 person other than an abutting property owner would be
175 inequitable, the property may be sold to the abutting owner for

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2021 Legislature

176 the department's current estimate of value.

177 Section 5. Paragraph (d) of subsection (4) of section
178 380.06, Florida Statutes, is amended to read:

179 380.06 Developments of regional impact.—

180 (4) LOCAL GOVERNMENT DEVELOPMENT ORDER.—

181 (d) Any agreement entered into by the state land planning
182 agency, the developer, and the local government with respect to
183 an approved development of regional impact previously classified
184 as essentially built out, or any other official determination
185 that an approved development of regional impact is essentially
186 built out, remains valid unless it expired on or before April 6,
187 2018, and may be amended pursuant to the processes adopted by
188 the local government for amending development orders. Any such
189 agreement or amendment may authorize the developer to exchange
190 approved land uses, subject to demonstrating that the exchange
191 will not increase impacts to public facilities. This paragraph
192 applies to all such agreements and amendments effective on or
193 after April 6, 2018.

194 Section 6. The Legislature finds and declares that this
195 act fulfills an important state interest.

196 Section 7. This act shall take effect July 1, 2021.

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

ITEM TITLE: First Reading and Public Hearing 2021-011 Second Extension Solid Waste Collection Franchise Agreement

For the Meeting of: August 26, 2021

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

Date Submitted: August 6, 2021

Funds Required: None

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Proposed ordinance and second extension

Item Description: Ordinance 2021-011 approve the second extension of the solid waste collection franchise agreement with Waste Management Inc.

Action to be Taken: **Approve Ordinance 2021-011.**

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2021-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A SECOND EXTENSION OF ITS SOLID WASTE COLLECTION FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park and Waste Management Inc. of Florida are parties to that certain Restated Agreement dated October 1, 2011 as amended in the First Amendment to Restated Agreement dated February 25, 2016 (hereinafter collectively the Agreement); and

WHEREAS, the Agreement allows for the parties to extend the term of the Agreement; and

WHEREAS, the City Commission and Waste Management Inc. of Florida desire to extend the term of the Agreement an additional 90 days; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to approve and enter into the Second Amendment to Restated Solid Waste Collection Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA.

Section 1. The second amendment to Restated Solid Waste Collection Agreement, **a copy of which is attached hereto**, is approved.

Section 2. Conflict. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Codification. Certain provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, relettered, and the word “ordinance” may be changed to “section”, “article”, or such other word or phrase in order to accomplish such intention.

Section 4. Severability. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 5. This Ordinance shall be effective upon passage.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2021.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk
(SEAL)

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____

Passed Second Reading _____

SECOND AMENDMENT TO RESTATED SOLID WASTE COLLECTION AGREEMENT

THIS SECOND AMENDMENT TO RESTATED SOLID WASTE COLLECTION AGREEMENT is made this ____ day of _____ 2021, by and between the CITY OF FRUITLAND PARK, Florida, a Florida municipal corporation ("City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("Waste Management" or "Collector").

WHEREAS, the City and Waste Management previously executed an Agreement (the "Agreement") for the collection of solid waste within the City dated September 27, 2001; and

WHEREAS, the City and Waste Management amended the Agreement on October 10, 2002 ("First Amendment") and on October 1, 2006 ("Second Amendment"); and

WHEREAS, the City and Waste Management amended and restated the Solid Waste Collection Agreement effective October 1, 2011 (the "Restated Agreement"); and

WHEREAS, the City and Waste Management amended the Restated Agreement on February 25, 2016 (the "First Amendment to Restated Agreement"); and

WHEREAS, the parties desire to make certain modifications to the Restated Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and representations set forth herein, the parties agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Section 4 Term is amended to read as follows:
 - a. The term of this Agreement shall end on September 30, 2021; provided, however, the City reserves the right to terminate the same prior thereto if the Collector defaults in any one of the material terms and conditions herein specified and does not cure same within the time specified.
 - b. The term of this Agreement may be extended for additional terms if the City and Collector consent in writing not less than ninety (90) days prior to the expiration of each term.
 - c. The City and Collector hereby agree to extend the term of this Agreement for ninety (90) days from September 30, 2021, thereby making the term conclude on December 31, 2021.
3. This Second Amendment to Restated Solid Waste Collection Agreement shall be effective upon execution.
4. All other terms of the Agreement not amended as stated herein shall remain in full force and effect.

Dated this _____ day of _____ 2021.

CITY OF FRUITLAND PARK

By: _____
Chris Cheshire, Mayor

ATTEST:

Esther Coulson, City Clerk MMC

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
David Myhan, President

ATTEST:

By: _____
Ronald Kaplan, Assist. Secretary

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

ITEM TITLE: First Reading and Public Hearing 2021-012 Fire Department Termination

For the Meeting of: August 26, 2021

Submitted by: City Attorney/City Manager

Date Submitted: August 2, 2021

Funds Required:

Account Number:

Amount Required: N/A

Balance Remaining: N/A

Attachments: Proposed ordinance

Item Description: Ordinance 2021-012 Fire Department Termination

Action to be Taken: Approve Ordinance 2021-012

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2021-012

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, REPEALING SECTION 30.06 IN CHAPTER 30, AND SECTIONS 31.56 – 31.71, IN CHAPTER 31 ALL OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK, TO ELIMINATE THE FIRE DEPARTMENT OF THE CITY OF FRUITLAND PARK; AMENDING SECTION 31.55, IN CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK TO PROVIDE FOR THE PROVISION OF FIRE SERVICES THROUGH INTERLOCAL AGREEMENT; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 10, 2020 the City Commission of the City of Fruitland Park entered into the Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Fire Protection and Rescue Services for the provision of fire protection and rescue services within the City of Fruitland Park, less the property located within The Villages of Fruitland Park; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is beneficial to the City of Fruitland Park and its residents and businesses to provide fire services through Lake County; and

WHEREAS, it is necessary to repeal provisions with the Code of Ordinances of the City of Fruitland Park related to the creation and operation of a fire department; and

WHEREAS, the City Commission desires to include within the Code of Ordinances for the provision of fire protection and rescue services through an interlocal agreement.

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Fire protection and rescue services. Sec. 31.55 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 31-55. – Fire Protection and Rescue Services.

The City of Fruitland Park will provide fire protection and rescue services within the City of Fruitland Park, less the property located within The Villages of Fruitland Park, through interlocal agreement with Lake County, Florida. The City of Fruitland Park will provide a fire station for fire and emergency medical services' vehicles and personnel.

Section 3. Repeal. Section 30.06 in Chapter 30, and Sections 31.56 – 31.71, in Chapter 31, of the Code of Ordinances of the City of Fruitland Park are hereby repealed.

Section 4. Inclusion in Code. It is the intent of the Commissioners that the provisions of this Ordinance shall become and be made a part of the City of Fruitland Park Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

Section 5. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

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

Section 7. Effective Date. This ordinance shall become effective as provided for by law.

PASSED and ORDAINED this _____ day of _____, 2021, by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk, MMC

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

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

ITEM TITLE: First Reading and Public Hearing 2021-013 Traffic Movement

For the Meeting of: August 26, 2021

Submitted by: City Attorney/City Manager

Date Submitted: August 18, 2021

Funds Required:

Account Number:

Amount Required: N/A

Balance Remaining: N/A

Attachments: Proposed ordinance

Item Description: Ordinance 2021-013 Traffic Movement – Three-Way Stop West Bidwell Street and Willard Avenue intersection.

Action to be Taken: Approve Ordinance 2021-013

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2021-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONTROLLING AND REGULATING TRAFFIC MOVEMENT BY DESIGNATING THE INTERSECTION OF WEST BIDWELL STREET AND WILLARD AVENUE AS A THREE-WAY STOP; PROVIDING FOR DIRECTIONS AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT HEREIN; SETTING AN EFFECTIVE DATE.

WHEREAS, the City has original jurisdiction over all streets within its boundaries, except state or county roads; and

WHEREAS, the city is authorized by §316.002 and §316.008, *Florida Statutes* to regulate traffic by means of police officers, or official traffic control devices, designate any intersection as a stop or yield intersection, and take other actions within the reasonable exercise of their police power; and

WHEREAS, W. Bidwell Street and Willard Avenue are each a two lane municipal street within the municipal boundaries of the City of Fruitland Park; and

WHEREAS, residents requested the City Commission to designate the intersection of these streets as a three-way stop; and

WHEREAS, the Fruitland Park Police Department agrees that the designation will improve driver safety; and

WHEREAS, the City Commission considered the request at a duly noticed City Commission meeting; and

WHEREAS, it furthers the health, safety and welfare of the residents and visitors of the City of Fruitland Park to designate the intersection of W. Bidwell Street and Willard Avenue as a three-way stop.

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

Section 1. Recitals. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

Section 2. Designation. The City Commission hereby designates the intersection of W. Bidwell Street and Willard Avenue lying within the City of Fruitland Park as a three-way stop.

Section 3. Directions. The City Manager or his designee is authorized to take all further actions necessary to carry out the intent of this ordinance. A copy of this Ordinance shall be published one time within thirty days following its adoption. The City Clerk is directed to record

in the official records of Lake County a certified copy of this Ordinance along with proof of publication of the notice of its adoption.

Section 4. Enforcement. Any sworn law enforcement within the State of Florida shall be authorized to enforce this ordinance with the reasonable exercise of police power and in accordance with Florida law.

Section 5. Severability. That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall be effective immediately upon adoption by the City Commission of the City of Fruitland Park.

PASSED and ORDAINED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2021.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

[SEAL]

ATTEST:

Approved as to Form:

Esther Coulson, MMC, City Clerk
(SEAL)

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____

Passed Second Reading _____

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 8a**

ITEM TITLE: CITY MANAGER’S REPORT
For the Meeting of: August 26, 2021
Submitted by: City Manager
Date Submitted: August 16, 2021
Funds Required: None
Attachments: None

Item Description: City Manager’s Report

- i. Economic Development Status Update
- ii. Fire Rescue Services Status Update Report

Action to be Taken: None

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: 8b**

ITEM TITLE: CITY ATTORNEY REPORT
For the Meeting of: August 26, 2021
Submitted by: City Attorney
Date Submitted: August 17, 2021
Funds Required: None
Attachments: None
Item Description: City Attorney Report

City of Fruitland Park v. State of Florida – Department of Management Services: The hearing was held June 7 -9, 2021 by the State of Florida, Division of Administrative Hearings. The parties' proposed Recommended Orders are due 10 days from the filing of the transcript, which is estimated to be around July 9. As of July 15 the transcript has not yet been filed; however, the court reporter's invoice was recently circulated, therefore, it is anticipated to be filed soon. No update at this time.

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. Attorney Thomas on behalf of the City filed a Motion to Dismiss to complaint. 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. On February 24, 2021 Plaintiff sent a discovery request to the City requesting documents. The city manager is working with attorney Thomas to complete all outstanding discovery and then Mr. Thomas will schedule the Motion to Dismiss for hearing. On May 6, 2021 the City filed responses to discovery requests. No update 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. On July 15, 2020 Attorney Andrew Dayes filed an Answer and Affirmative Defenses on behalf of the City. On October 8, 2020 Plaintiff filed a Motion for Clerk's Default. The default was entered the same day. Litigation counsel for the City again reached out to Plaintiff's counsel to discuss the case. We are waiting a response from Plaintiff's lead attorney. As of the date of this report Plaintiff's counsel has not responded. I will provide an update at the meeting. On July 12, 2021 Plaintiff

filed its Motion for Summary Final Judgment of Mortgage Foreclosure. A hearing date is pending. If Plaintiff's Motion is granted then the property will be scheduled for a foreclosure sale. No update since last meeting.

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: 10**

ITEM TITLE:	Public Comments
For the Meeting of:	June 24, 2021
Submitted by:	City Clerk
Date Submitted:	June 14, 2021
Funds Required:	None
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

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

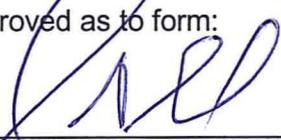
ATTEST:


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

Select Year:

The 2020 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) 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;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or 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.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

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