



**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

April 27, 2017 (Revised 2:00 p.m.)

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

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Jim Keegan, New Life Church

Pledge of Allegiance - Police Chief Michael A. Fewless

2. ROLL CALL

3. PROCLAMATIONS

(a) ***“Stamp Out Hunger” National Food Drive Day Proclamation – May 13, 2017*** (city clerk) (revised)

(b) ***NOASH Week, May 7-13, 2017 and Occupational Safety and Health Professional Day, May 10, 2017*** (city clerk)

4. CONSENT AGENDA

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

Approval of Minutes (city clerk)

April 13, 2017 regular

5. REGULAR AGENDA

(a) **Fruitland Park Library Construction Update** (city manager)

Mr. James P. Senatore, Senatore Inc. update on the Fruitland Park Library Construction.

- (b) **Resolution 2017-016 – Public Works Department Sale Surplus FY 2017-18 Budget Amendment** (city manager/public works department)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2016/2017 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM GENERAL FUND SURPLUS TO THE GENERAL FUND ROAD AND STREETS BUDGET FOR EXPENDITURES IN THE PUBLIC WORKS DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2017-017 – Landscaping Improvements – SR 500 (US 441) FDOT Five-Year Work Program - JPA** (city manager/public works director) (revised)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR LANDSCAPE IMPROVEMENTS ON SR 500 (US 441); AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

- (d) **First Reading - Ordinance 2017-016 – Personnel Policies and Procedures Manual – Family Employment-Nepotism and Personal Relationships** (city manager/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING REVISIONS TO POLICY 2.4 IN THE CITY OF FRUITLAND PARK'S PERSONNEL POLICIES AND PROCEDURES MANUAL LAST REVISED IN ORDINANCE 2014-018; PROVIDING FOR DIRECTIONS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on May 11, 2017.)

6. NEW BUSINESS

7. OFFICERS' REPORTS

(a) **City Manager**

- **Local Truck Traffic Movement Regulation Ordinance 2017-011 Update** - Police Chief
- **Recreation Fees, \$99.90, Code of Ordinances** - parks and recreation director

(b) **City Attorney**

8. PUBLIC COMMENTS

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

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

9. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

(b) Commissioner Lewis

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

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

May 6, 2017 - *Employee Picnic*, Veterans Park at 11:00 a.m.

May 8, 2017 - Lake County Trails, Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.

May 10, 2017 - *2017 Lake County Community Service Awards*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 noon

May 11, 2017 - Regular Commission Meeting at 6:00 p.m.

May 12, 2017- Dr. Stanley Sidor, Lake Sumter State College Meeting, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 noon

May 20, 2017 - Water Safety Day, Gardenia Park, 201 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.

May 24, 2017 - Lake-Sumter Metropolitan Planning Organization Governing Board, 1616 S 14 Street, Leesburg, Florida 34748 at 2:00 p.m.

May 25, 2017 - Regular Commission Meeting at 6:00 p.m. - Cancelled

May 29, 2017 - City Offices Closed - Labor Day

June 8, 2017 - Regular Commission Meeting at 6:00 p.m.

June 9, 2017 - Carey Baker/Mike Prestridge, Lake County Property Appraiser's Office *Preliminary Tax Roll 2016 Meeting*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 noon

June 20, 2017 - Workshop Commission Meeting at 6:00 p.m.

June 22, 2017 - Regular Commission Meeting at 6:00 p.m.

June 28, 2017- Lake-Sumter Metropolitan Planning Organization Governing Board, 1616 S 14 Street, Leesburg, Florida 34748 at 2:00 p.m., and

July 4, 2017 - City Offices Closed - Independence Day

April 27, 2017 Regular Agenda

July 12, 2017 - Budget Workshop at 6:00 p.m.

July 13, 2017 - Budget Workshop at 6:00 p.m.

July 14, 2017 – 2017 Legislative Session Update – Lake Legislative Delegation, FY 2017-18
Budget and Dues Approval, Meeting, Lake Receptions 4425 N Highway 19-A, Mount Dora,
Florida 32757 at 12:00 noon

July 27, 2017 - Regular Commission Meeting at 6:00 p.m.

July 28, 2017 - Special Commission Meeting at 6:00 p.m.

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.



**AGENDA ITEM
NUMBER
3a&b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Proclamations		
For the Meeting of:	April 27, 2017		
Submitted by:	City Clerk		
Date Submitted:	April 14, 2017		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
(a) <i>"Stamp Out Hunger", National Food Drive Day – May 13, 2017</i>			
and			
(b) <i>NOASH Week, May 7-13, 2017 and Occupational Safety and Health Professional Day, May 10, 2017</i>			
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular Consent agenda: _____
Mayor



Proclamation

WHEREAS, National Association of Letter Carriers' (NALC's) branches across the country, as well as its local Central Florida Branch 1091, are preparing for the 25th Anniversary of its *"Stamp Out Hunger" Food Drive* to be held on Saturday, May 13, 2017;

WHEREAS, the Stamp Out Hunger Food Drive is the nation's largest one-day event effort to combat hunger; and

WHEREAS, an estimated 50 million people face hunger daily in America, including millions of children, senior citizens and military veterans; and

WHEREAS, since the pilot drive was held in 1991 and every year on the second Saturday in May, letter carriers represented by the NALC --with the help of rural letter carriers, other postal employees and numerous other volunteers – has resulted in the delivery of more than 1.5 billion pounds of donations to community food banks and pantries over the past 24 years; and

WHEREAS, locally Florida has collected 12 million pounds and the Central Florida Branch 1091 has collected over 1,000,000 pounds of food last year; and

WHEREAS, all of the food collected in our community stays in our community and we support carriers' efforts to help those in need in our community.

NOW, THEREFORE BE IT PROCLAIMED that I “Chris Cheshire, Mayor of the City of Fruitland Park, Florida”, on behalf of the city commissioners, and by the authority vested in us, do hereby proclaim Saturday, May 13, 2017 as *NALC "Stamp Out Hunger" National Food Drive Day* for the City of Fruitland Park and encourage all citizens of our community to support the food drive by placing a bag or can of non-perishable food next to their mailbox prior to their letter carrier's arrival on food drive day who will pick it up while delivering the mail—and together, we can all help to feed our hungry.

DATED this 27th day of April 2017.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk



Proclamation

WHEREAS, the residents of the City of Fruitland Park value safe and healthful workplaces for all of our citizens; and

WHEREAS, the majority of workplace injuries and fatalities are preventable, however more than 4,600 workers die each year from job related injuries, and millions more suffer occupational injuries and illnesses; and

WHEREAS, businesses spend \$170 billion a year on costs tied to occupational injuries, health care and illnesses and the intangible costs of losing a loved one, a friend and a co-worker; and

WHEREAS, safer organizations enjoy increased productivity, higher employee satisfaction and a better reputation, while recording less lost time, and lower workers' compensation and healthcare; and

WHEREAS, during the week of May 7-13, 2017 North American Occupational Safety and Health, Week (NAOSH), the American Society of Safety Engineers members, the Occupational Safety and Health Administration (OSHA) and corporate/association partners representing thousands of businesses will mobilize in an effort to increase employer, employee and public awareness of being safe at work to encourage safe practices and to help companies and organizations enhance their workplace safety efforts; and

WHEREAS, on May 10, 2017 occupational safety and health professionals will be recognized on *Occupational Safety and Health Professional Day* for their commitment to protect people, property and costs; and the environment at work in their communities;

NOW, THEREFORE, I Chris Cheshire, Mayor of the City of Fruitland Park, do hereby proclaim May 7-13, 2017 to be *NAOSH Week* and Wednesday May 10, 2017, to be *Occupational Safety and Health Professional Day* and encourage all industries, organizations, community leaders, employers and employees to support activities designed to increase awareness of the importance of safe workplaces for all.

PROCLAIMED this 27th day of April 2017.

Chris Cheshire, Mayor

Esther Coulson, City Clerk



**AGENDA ITEM
NUMBER
4**

CONSENT AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Draft Minutes			
For the Meeting of:	April 13, 2017			
Submitted by:	City Clerk/City Manager			
Date Submitted:	April 6, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes.			
<p>Description of Item: 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</p> <p>Approve the April 13, 2017 regular meeting minutes</p>				
Action to be Taken: Approval				
Staff's Recommendation: Approval, if there are no changes, corrections, or deletions.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
April 13, 2017**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, April 13, 2017 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Commissioners Christopher Bell, Ray Lewis, and Rick Ranize.

Vice Mayor John L. Gunter, Jr. entered the meeting room as reflected in the minutes of this evening's meeting.

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver, City Treasurer; Jeannine Racine-Michaud; Police Chief Michael Fewless; Parks and Recreation Director Michelle Yoder; Community Development Director Charlie Rector, Public Works Director Dale Bogle, Terry Ribble, Public Works Department, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Cheshire called the meeting to order at 6:03 p.m.

Pastor Jim Keegan, New Life Church, gave the invocation and Police Chief Fewless led in the Pledge of Allegiance to the flag.

2. ROLL CALL

At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

3. RECESS TO ATTORNEY-CLIENT SESSION Time Certain

Upon Mayor Cheshire's announcement and **by unanimous consent, the city commission postponed recessing the attorney-client session until Vice Mayor Gunter's arrival at this evening's meeting and took the following items out of order on this evening's agenda.**

5. CONSENT AGENDA

Approval of Minutes

A motion was made by Commissioner Bell and seconded by Commissioner Lewis that the city commission approve the consent agenda.

After Commissioner Lewis recalled his absence on March 23, 2017, **he withdrew his second on the motion on the floor from consideration and Commissioner Ranize seconded the motion.**

- a. March 23, 2017 regular**
- b. March 21, 2017 workshop**
- c. February 18, 2016 workshop**

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

6. REGULAR AGENDA

(a) FY 2015/16 CRA Report

The city commission considered its action to approve the Community Redevelopment Annual report for FY 2016-17.

After Ms. Michaud reviewed the FY 2015/16 CRA report, **a motion was made by Commissioner Ranize and seconded by Commissioner Bell that the city commission approve the subject Community Redevelopment Agency report as submitted.**

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

(c) September 2016 EOM/EOY Financial Report

The city commission considered its action to approve the September 2016 End of the Month/End of the Year financial report.

Ms. Michaud anticipated that the audit will be complete by the second week May 2017 and reviewed the subject report.

On motion of Commissioner Lewis and seconded by Commissioner Bell and unanimously carried, the city commission approved the September 2016 End of the Month/Year Financial Report as submitted.

(d) February 2017 EOM/EOY Financial Report

The city commission considered its action to approve the February 2017 End of the Month/Year Financial Report.

After Ms. Michaud reviewed the subject report, and **on motion of Commissioner Ranize, seconded by Commissioner Bell and unanimously carried, the city commission approved the February 2017 End of the Month/Year Financial Report as submitted.**

(e) Resolution 2017-011 - TMS LSMPO ILA

Ms. Geraci-Carver read into the record proposed Resolution 2017-011, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO), LAKE COUNTY, SUMTER COUNTY AND OTHER NAMED MUNICIPALITIES FOR FUNDING AND IMPLEMENTATION

OF THE TRANSPORTATION MANAGEMENT SYSTEM AND FOR CREATION AND MANAGEMENT OF A FUND FOR NON-GRANT-ELIGIBLE EXPENSES; PROVIDING FOR AN EFFECTIVE DATE.

Mr. La Venia referred to the city commission's actions at its March 23, 2017 regular meeting postponing the subject issue to this evening's meeting due to Commissioner Lewis' absence as he is the city's MPO representative.

After recognizing the March 24, 2017 email from Ms. Michaud outlining the amounts the city paid to LSMPO, Commissioner Ranize outlined the deficiencies found in 2016 as a result of an audit conducted on the MPO.

Following Commissioner Lewis' definition on the MPO's mandate and the previous auditing problems, he referred to the email dated April 13, 2017 regarding the MPO executive director's status report on the MPO's use of Lake County's funds; a copy of which is filed with the supplemental papers to the minutes of this meeting.

Subsequent to extensive discussions a motion was made by Commissioner Lewis and seconded by Commissioner Bell that the city commission adopt Resolution 2017-011 as previously cited.

There being no one from the public, Mayor Cheshire called for a roll call vote on the motion with the city commission members voting as follows:

Commissioner Ranize	No
Commissioner Bell	Yes
Commissioner Lewis	Yes
Mayor Cheshire	Yes

Mayor Cheshire declared the motion carried on a three to one (3-1) vote.

(f) **First Reading - Ordinance 2017-016 – Personnel Policies and Procedures Manual – Family Employment-Nepotism and Personal Relationships**

Ms. Geraci-Carver read into the record proposed Ordinance 2017-016, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING REVISIONS TO POLICY 2.4 IN THE CITY OF FRUITLAND PARK'S PERSONNEL POLICIES AND PROCEDURES MANUAL LAST REVISED IN ORDINANCE 2014-018; PROVIDING FOR DIRECTIONS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on April 27, 2017.)

After much discussion, Ms. Geraci-Carver explained that the subject matter was reviewed by Ms. Dorothy “Dottie” F. Green, Latham, Shuker, Eden and Beaudine LLP (law firm retained by the city) and relayed that she had no objections.

Following further discussion, and in response to several questions posed by Commissioner Ranize, Ms. Geraci-Carver indicated that she will provide information on the definition of city commissioners as employees and the status of a current employee or family member if successful after running for office.

On motion of Commissioner Ranize, seconded by Commissioner Lewis and unanimously carried, the city commission postponed its action to approve Ordinance 2017-016 as previously cited to a future meeting.

4. SPECIAL RECOGNITION

(b) Volunteer Appreciation Week – April 23-29, 2017 – Proclamation

On behalf of the city commission, Mayor Cheshire read into the record a proclamation recognizing April 23 to 29, 2017 as National *Volunteer Appreciation Week*; urged all citizens to be inspired to join the city in recognizing and seeking imaginative ways to be engaged in the community, and recognized the volunteers’ valuable contributions by thanking them at forthcoming events.

After Mayor Cheshire recognized the contributions made from the list of volunteers during 2016, he announced that a Volunteer Appreciation Picnic will be held in their honor at 11:00 a.m. on April 22, 2017 at Veteran’s Memorial Park, and addressed his inability to attend.

In response, Commissioner Bell and Mr. La Venia addressed their plans to be at said event.

8. OFFICERS’ REPORTS

(a) City Manager - City Projects’ Timeline

○ **Fruitland Park Library Construction**

Mr. La Venia announced that Mr. James P. Senatore, Senatore Inc. (architect retained by the city) is expected to be present at the April 23, 2017 regular meeting to provide an update on the Fruitland Park Library Construction.

(Vice Mayor Gunter entered the meeting room at this time.)

○ **Roads and Streets – Road Program**

Mr. La Venia gave a report that Paquette Company, paving company, was at the city for more than one week.

○ **CR 466A- Water and Wastewater Plans**

Mr. La Venia reported that the anticipated completion date for work on the CR 466A, Phase 3 utility (water and wastewater) plans to be mid-May 2017.

- **FRDAP Grants Status Update**

With respect to the Florida Recreation Development Assistance Program's grant award, Mr. La Venia recalled a city commissioner's request at its March 9, 2017 regular meeting for Ms. Geraci-Carver to conduct the title search for Gardenia Park which he reported was successful.

Later in the meeting and after Mr. La Venia noted the recent title searches conducted for Gardenia Park, Ms. Yoder responded that she is waiting on the survey.

Soccer Field Drawings – Northwest Lake Community Park

Mr. La Venia reported that Rainey Construction Company will start work on the soccer field (Northwest Lake Community Park) after he has completed the project he has with the city.

- **Fruitland Park Library – Roof and WWTP - Pioneering Agreement**

Mr. La Venia announced the imminent completion of the current Fruitland Park Library's roof; recognized the second phase of the water wastewater treatment plant (WWTP) connection whereby a pioneering agreement is expected to be executed, and mentioned the city commission's consideration of same, in the future.

At Mayor Cheshire's request and **by unanimous consent, the city commission recessed to the attorney-client session at 6:38 p.m. and reconvened the regular meeting at 7:25 p.m.**

4. SPECIAL RECOGNITION

(a) FSAC Members Presentation

At this time and on behalf of the city commission, Mayor Cheshire recognized the Fire Services Advisory Committee members; thanked them for helping the city, with an important and difficult process (noting the input received from the citizens and the time spent inside and outside city commission meetings) to determine what was best for the city, and expressed appreciation by presenting plaques for the members' outstanding commitment, dedication, and hard work from November 2016 to February 2017:

- Sydney "Dale" Arrowsmith (who was not available, was present earlier in this evening's meeting),
- Edward R. Cihoski, Sr.,
- Edgar J. "Jerry" Elton (who was absent),
- William "Bill" Galbreath,
- Gary Towne,
- Steve Whitaker, and
- Chairperson James P. "Jim" Logan

The former committee members present expressed their appreciation and thanked the city commission for the recognition.

(c) **“Altrusa Centennial Month” – Proclamation**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation recognizing the 100th Anniversary of Altrusa; proclaimed April 2017 as *Altrusa Centennial Month in Fruitland Park*, and extended greetings and best wishes to all current and former members of Altrusa observing the Centennial; thus, affixing a copy of the proclamation to the minutes of this evening’s meeting which shall become effective upon adoption.

Mses. Anita Valdez and Susan Thomas, Altrusa International of Lake County Inc., accepted the proclamation with much appreciation.

8. OFFICERS’ REPORTS

(a) **City Manager - City Projects’ Timeline**

○ **Public Works Department Building Location**

Mr. La Venia indicated that he would like a location identified for the public works department either at its current site or the WWTP and noted that there is a difference in cost.

At Mayor Cheshire’s request, Mr. Bogle noted the comparisons in costs and size and expressed preference for locating at the department the sewer plant which he believes for more than \$350,000.

In recognizing additional properties previously purchased by the city for \$102,000, Commissioner Bell relayed a resident’s conversations with him and Mr. La Venia on his intent to repurchase the two lots and the need for the city to address the matter on the possibility of offsetting the costs.

After further discussion and **by unanimous consent, the city commission agreed for the public works department building to be located at the City of Fruitland Park’s water wastewater treatment plant.**

○ **Parks and Recreation Department – Status Report**

- **2017 Fruitland Park Day**

Ms. Yoder gave a report on the activities that took place at the April 1, 2017 Fruitland Park Day event; the interest from the sponsors and vendors to participate in 2018 where vendor registration forms are anticipated to be available by the 2017 Hometown Christmas event, and the various marketing campaigns conducted in preparation for Fruitland Park Day.

- **2017 Water Safety Day**

Ms. Yoder described the various events planned and programs available for Water Safety Day event scheduled for May 20, 2017 at 10:00 a.m.

6. (b) Discussion - City Commission Meeting Schedule – FY 2017-18 Budget Calendar

Ms. Michaud referred to the July 12 and 13, 2017 conflicting dates shown on the FY 2017-18 Budget Calendar; requested the city commission's decision to consider the proposed millage rate, and recommended the dates of July 28, 2017 or August 1, 2017 .

By unanimous consent, the city commission approved meeting on the following dates to:

- **consider the proposed millage rate at the July 28, 2017 special city commission meeting at 6:00 p.m.;**
- **hold the budget workshops on July 12 and 13, 2017 at 6:00 p.m., and**
- **hold a workshop on June 20, 2017 at 6:00 p.m. to discuss the police department's budget.**

7. NEW BUSINESS

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

8. OFFICERS' REPORTS

(b) City Attorney

○ **Litigation Updates**

Ms. Geraci-Carver pointed out the various litigation outlined on the agenda item summary sheet.

○ **Local Truck Traffic Movement Regulation Ordinance 2017-011**

Ms. Geraci-Carver referred to Local Truck Traffic Movement Regulation Truck Ordinance 2017-011 enacted at the February 23, 2017 regular meeting and the recent complaint received regarding same.

Ms. Geraci- Carver explained that Chief Fewless is currently working with the affected property owners regarding their concerns; addressed the plan to provide proposed changes limiting truck traffic during set school hours where the lower traffic speed limit would need to be adhered, and indicated that as she has not yet heard back from the complainant's attorney regarding the proposed hours. She stated that she will keep the city commission apprised.

In response to Commissioner Lewis' inquiry, Ms. Geraci-Carver addressed the truck drivers receiving citations and Chief Fewless relayed the affected property owners' issues with safety and school zone hours.

9. PUBLIC COMMENTS

Ms. Debora Warn, City of Fruitland Park resident, complained about the manner in which she was treated by the new code enforcement officer. Ms. Warn reported that her husband recently underwent an unexpected emergency major medical procedure. She noted that at that time, a letter was received from the code enforcement officer regarding the violation on their property; explained that she sent someone on her behalf to relay the message to the city that the violation could not be remedied within the time required as she was taking care of her husband, and referred to the notice of violation subsequently placed on their front door.

Ms. Warn indicated that she called the code enforcement officer as a result to disclose her husband's continued care at a medical facility; the limited restrictions placed on him upon discharge, and her current physical condition. Ms. Warn addressed her dissatisfaction with the code enforcement officer's response and mentioned the additional stress she experienced where no offer was made to extend to allow for additional time. Ms. Warn stated that the code enforcement officer's promise to call back did not take place and referred to the succeeding third notice she received by certified mail. She expressed her disappointment with the city known as "the friendly city".

Mr. Paul Frost, City of Fruitland Park resident, explained that he had hoped that the former FSAC members remained present in the meeting room at this time as he and the citizens would have liked to have thanked them for their services.

10. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

• **2017 Fruitland Park Day**

Commissioner Ranize thanked the employees and those involved for their hard work in making the April 1, 2017 Fruitland Park Day a success.

• **LSMPO**

With reference to the city commission's earlier discussions regarding LSMPO, Commissioner Ranize acknowledged the efforts of the county commission and staff and the city commission on their visits to Tallahassee over the years advocating the timely completion of CR 466A roadway improvements, and noted that the city's attempts in that regard have been exhausted.

• **CR 466A Lift Station**

In response to Commissioner Ranize' question, Mr. Rector described the installation of the lift station (with the force main system as backup) after the development of commercial properties which would be connected to the city's WWTP on CR 466A from Josephine Avenue to Timbertop Lane.

- **City Policies**

Commissioner Ranize referred to the recent records request to Mr. La Venia and Ms. Coulson which could not be fulfilled and requested the city commission's permission on the need to correct the city's procedure on retaining city records ensuring that they are not destroyed (which includes electronic equipment).

Commissioner Ranize requested the city commission's permission for Mses. Geraci-Carver or Dorothy "Dottie" F. Green, Latham, Shuker, Eden and Beaudine, LLP, labor attorney retained by the city, and Mr. La Venia to review the city's policies on timekeeping, all employment (regardless of status) and records management.

(b) **Commissioner Lewis**

- **2017 Fruitland Park Day**

Commissioner Lewis concurred with Commissioner Ranize' comments, regarding the 2017 Fruitland Park Day.

- **Roads and Streets**

Commissioner Lewis conveyed compliments he received regarding the recent paving of the city's streets.

- **Human Resources**

Commissioner Lewis referred to Commissioner Ranize' comments regarding the LSMPO where he stated that the municipalities' weaknesses appears to be in human resources management.

In response to Commissioner Lewis' reference, in speaking with a human resources director, regarding the Society for Human Resource Management (SHRM), Mr. La Venia indicated that Ms. Marie Azzolinio, Human Resources, religiously attends the SHRM meetings and referred to her utilization of the city's insurance company's webinars. He pointed out the 2014 update of the employee manual previously reviewed by Ms. Green and explained that he is not adverse in revisiting the policies and what is required to be changed.

(c) **Commissioner Bell**

- **Trees**

Commissioner Bell referred to the April 10, 2017 email he received from Mr. Charlie B. Thompson, Munn's Sales and Service Inc., regarding safety concerns where motorists' visions are obscured by a tree at Shadow Hill Drive when entering US Highway 441. He mentioned the response received praising the professionalism of the city staff in rectifying the problem. and thanked Mr. Bogle for a job well done.

- **Code Enforcement**

Commissioner Bell expressed concerns that he did not want to lose the code enforcement process and the “friendly city” experience and mentioned the attempts made in balancing the situation towards cleaning up the city and the concern for the citizens.

Commissioner Lewis suggested that Mr. La Venia bring the information to the code enforcement officer’s attention; recognize methods of improvement, and find alternatives to guidelines for extenuating circumstances.

Mayor Cheshire recalled the city commission’s previous discussions and recognized Operation Bless Fruitland Park’s previous partnership efforts within the community with code enforcement.

After Mr. Rector described the code enforcement procedures involved, Mr. La Venia stated that he will speak with the code enforcement officer.

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

- **2017 Fruitland Park Day**

Vice Mayor Gunter complimented Ms. Yoder for the outstanding performance conducted on the 2017 Fruitland Park Day and praised Mr. Bogle and staff for clearing up after the event.

- **Landscape JPA – FDOT District V**

Vice Mayor Gunter referred to a recent meeting he attended with Messrs. La Venia and Bogle regarding the State of Florida Department of Transportation (FDOT) District V’s Landscaping Grant Funding. He relayed the suggestion made to utilize the funding towards the end of CR 466A intersection as landscaping design/beautification improvements and that the state would maintain same along the medians of the City of Leesburg and the Town of Lady Lake.

After discussion on the need to provide landscape improvements on the CR 466A roadway (the business district) and utilize the city’s welcome sign at said location from Sumter County, **the city commission, by unanimous consent, directed the city manager and the public works director to pursue the utilization of the State of Florida Department of Transportation District V’s landscaping grant funding, if available, and report back to the city commission.**

Mayor Cheshire addressed his frustration when the public works department staff was maintaining the CR 466A median and referred to the meeting he recently had with District 5 Lake County Commissioner Joshua “Josh” Blake and Mr. La Venia.

Mayor Cheshire suggested, before planting, that a request of Ecoturf Perennia Peanut (drought tolerant and low maintenance) be made for the respective City of Fruitland Park medians and that staff find out the county's mowing schedule to avoid overlapping.

11. MAYOR'S COMMENTS

(a) Lake County Issues

Mayor Cheshire expressed concerns on several ongoing issues with the county over the years and suggested inviting the elected officials to appear before the city commission.

Commissioner Bell referred to the county's invitation to meet the candidates for county manager position on Monday, April 17, 2017 at 5:00 p.m. and encouraged the city commissioners to attend.

(b) Dates to Remember

Mayor Cheshire recognized the following dates:

- April 14, 2017 - LCLC *New Vision for Independence, Inc.* Meeting, Lake Receptions 4425 N Highway 19-A, Mount Dora, FL 32757 at 12:00 noon
- April 22, 2017 Volunteer Appreciation Picnic, 11 TBA
- April 26, 2017 – Lake-Sumter Metropolitan Planning Organization Governing Board, 1616 S 14 Street, Leesburg, FL 34748 at 2:00 p.m.
- April 27, 2017 – Regular Commission Meeting at 6:00 p.m.
- May 6, 2017 – Employee Picnic, Veterans Park at 11:00 p.m.
- May 10, 2017 - Lake County Community Service Awards, Lake Receptions, 4425 N Highway 19-A, Mount Dora, FL 32757 at TBA
- May 11, 2017 - Regular Commission Meeting at 6:00 p.m.
- May 24, 2017 – Lake-Sumter Metropolitan Planning Organization Governing Board, 1616 S 14 Street, Leesburg, FL 34748 at 2:00 p.m., and
- May 25, 2017 - Regular Commission Meeting at 6:00 p.m. – Cancellation

Mr. La Venia announced that Congressman Webster will be at the city hall on April 19, 2017 and welcomed those to attend.

12. 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 8:29 p.m.

The minutes were approved at the April 27, 2017 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor



**AGENDA ITEM
NUMBER
5a**

REGULAR AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Fruitland Park Library Construction Update			
For the Meeting of:	April 27, 2017			
Submitted by:	City Manager			
Date Submitted:	April 18, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	No			
Description of Item: Update report by Mr. James P. Senatore, Senatore Inc.				
Action to be Taken:				
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor



**AGENDA ITEM
NUMBER
5b**

REGULAR AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2017-016 – Public Works Department Sale Surplus		
For the Meeting of:	April 27, 2017		
Submitted by:	City Manager/Public Works Director		
Date Submitted:	April 19, 2017		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: Resolution 2017-016 and FY 2017-18 budget amendment.			
Action to be Taken: City commission's discretion			
Staff's Recommendation: Approval			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

RESOLUTION 2017-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2016/2017 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM GENERAL FUND SURPLUS TO THE GENERAL FUND ROAD AND STREETS BUDGET FOR EXPENDITURES IN THE PUBLIC WORKS DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2016-2017 budget of the City of Fruitland Park was adopted on September 22, 2016; and

WHEREAS, property declared to be surplus was sold by the City and resulted in the receipt of \$1,789.45 which has created excess revenues of those estimated in the budget from sale of surplus; and

WHEREAS, it is desired for supplemental appropriations to be approved in that the funds be utilized in the road and streets budget under the public works department thereby increasing the road and streets budget; and

WHEREAS, the City Commission desires to amend the 2016-2017 Fiscal Year budget to transfer \$1,789.45 to increase the road and street budget.

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

Section 1. The budget adopted on September 22, 2016; is amended as set forth in Exhibit "A" attached hereto.

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

PASSED AND RESOLVED this ____ day of _____, 2017, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2017-09

To: Finance Director

Date: 19-Apr-2017

Prepared by: Publics Works Director
Department Head

Approved: [Signature]
City Manager

REVENUES:

Object name & # Sale of Surplus 01001-36441 Amount: 1,790 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

EXPENDITURES:

Object name & # R&S Supplies 01541-30520 Amount: 1,790 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

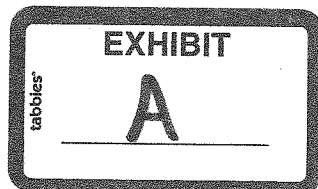
Explanation: Increase budget for R&S Supplies utilizing sale of scrap revenue

Approved by Commission: _____
Date

City Clerk

Jeannine Michaud
City Treasurer

Mayor



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

Customer: **31668**
 CITY OF FRUITLANDPARK

Receipt #: **0253170**
 Run Date: **04/11/2017**
 Run Time: **08:43**
 Page Num: **1**

Ticket: **251446**

Date In: **04/11/2017**
 Time In: **08:24**

Date Out: **04/11/2017**
 Time Out: **08:35**

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

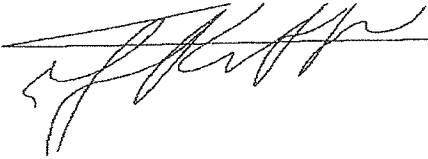
COMMODITY	GROSS	TARE	DED WT	NET	PRICE	DED \$	TOTAL \$
Brass Mixed / FE	34 M	0	0	34	0.400 LB	0.00	13.60
Brass Yellow	1089 M	0	0	1089	1.320 LB	0.00	1437.48
FE Tin	16820 M	12560 M	0	4260	4.500 CW	0.00	191.70
Copper Elec Motors	163 M	0	0	163	0.150 LB	0.00	24.45
Cop #2 Insulated	291 M	0	0	291	0.420 LB	0.00	122.22

Ticket Total: \$1789.45

Paid by CHECK

Check # 20383

Total Payment Amount: \$1789.45



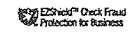
20383

INTER-COUNTY RECYCLING, INC.

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

NATURE COAST BANK
CRYSTAL RIVER, FL 34429

63-1567/631



04/11/2017

PAY TO THE
ORDER OF CITY OF FRUITLANDPARK

\$ 1,789.45

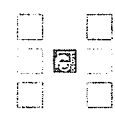
One Thousand, Seven Hundred, Eighty-Nine & 45/100

DOLLARS

CITY OF FRUITLANDPARK

Leesburg, FL

VOID AFTER 180 DAY



Ann Marie Smith
AUTHORIZED SIGNATURE

Security features. Details on back.

MEMO

INTER-COUNTY RECYCLING, INC. LEESBURG DIVISION

20383

Ticket	Date	Amount Paid
251446	04/11/2017	1789.45

Sale of Surplus

*01541 R4D
30520
SCRAP
04/11
4-12-17*

48 01001-36441

Total \$ 1,789.45

RESOLUTION 2017-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR LANDSCAPE IMPROVEMENTS ON SR 500 (US 441); AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland desires to make landscaping improvements within the City of Fruitland Park on US 441 from North of Dr. Martin Luther King Boulevard to Eagles Nest Drive; and

WHEREAS, FDOT has determined it would be in its interest and most practical, expeditious and economical for the City to perform the landscape improvements; and

WHEREAS, FDOT agreed to reimburse the City up to \$237,350.00 for actual costs incurred for purchase of plant materials, fertilizer, soil amendments, mulches, staking and labor associated with the installation of the planting;

WHEREAS, it is necessary to enter into an agreement setting forth the terms and conditions of the parties' obligations; and

WHEREAS, the City of Fruitland Park finds it in the public interest to enter into the Joint Participation Agreement; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Joint Participation Agreement with the State of Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Joint Participation Agreement between the State of Florida Department of Transportation and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

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

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

PASSED AND RESOLVED this ____ day of _____, 2017, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

Financial Management No.: 437149-1-58-01 Agency: City of Fruitland Park Contract No:	Fund: DS Activity: 215 Contract Amount: \$237,350.00	FLAIR Approp: 088716 FLAIR Obj: 563000 Org. Code: 55054010508 Vendor No.: F 596031169007
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF FRUITLAND PARK

This Agreement, made and entered into this _____ day of _____, 2017, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **CITY OF FRUITLAND PARK**, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____ dated the _____ day of _____, 2017, a copy of which is attached hereto as Exhibit “G” and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the “Landscaping Improvements on State Road 500 (US 441) from North of Dr. Martin Luther King Boulevard to Eagles Nest Drive”, in the DEPARTMENT’S Fiscal Year 2015/2016, said Project being known as FM #437149-1-58-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by _____ in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining the material shown in the Landscape Plan for the duration of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in

Exhibit “D” hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit “D”, the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The landscaping design shall meet the DEPARTMENT’S criteria for Florida Department of Transportation District Five Landscape Initiative Requirements with more emphasis on more large trees and fewer shrubs to increase “curb appeal”. Shrubs can be used when and where they are part of the best design solution.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for the landscaping described herein and this Agreement is deemed to constitute a permit for said work.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs. One (1) copy of the design plans shall be provided to the DEPARTMENT’S Design Project Manager at the address listed on Page 14. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT’S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT’S review shall not be considered an adoption of the plans nor a substitution for the engineer’s responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest

with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Point of Contact listed on page 14, or from an appointed designee. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

G. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be five (5) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

H. The LOCAL GOVERNMENT shall hire a Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and Exhibit "E", the LOCAL GOVERNMENT may hire an experience qualified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

L. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

M. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

N. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "F". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) and as herein below specified.

i) The LOCAL GOVERNMENT hereby agrees to have the landscaping

- installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
 - iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Design Standards Index Series 600, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be

amended from time to time.

- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining.
- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$237,350.00 (Two Hundred Thirty Seven Thousand Three Hundred Fifty Dollars and No/100)**. The

DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit “A” – Scope of Services. The Method of Compensation is included in Exhibit “B” attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$237,350.00 (Two Hundred Thirty Seven Thousand Three Hundred Fifty Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT’S DEPARTMENT accepted plans and in Exhibit “A”, Scope of Services. No work may be performed in the Department’s Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation. Travel costs will not be reimbursed.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 437149-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable,

in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent

the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/ consultant/ vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases

of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

Teresa R. Hutson
Program Coordinator
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
PH: (386) 943-5486
teresa.hutson@dot.state.fl.us

Richard Grooms
Design Project Manager/MS 3-510
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5374
richard.grooms@dot.state.fl.us

Vince Vacchiano
Construction Project Manager/MS 3-506
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5406
vincent.vacchiano@dot.state.fl.us

LOCAL GOVERNMENT

Dale Bogle
Public Works Director
City of Fruitland Park
506 West Berckman Street
Fruitland Park, Florida 34731
PH: (352) 360-6727
dboglefruitlandpark@comcast.net

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2017, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2017.

CITY OF FRUITLAND PARK

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Richard B. Morrow, P.E.

Title: _____

Title: Director of Transportation Development

As approved by the Commission on:

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

Local Government Attorney

Financial Provisions Approval by
The Office of the Comptroller on:

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

Exhibit “A”

SCOPE OF SERVICES

Financial Management Number: 437149-1-58-01

Project Description and Limits of Construction:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of State Road 500 (US 441) between North of Dr. Martin Luther King Boulevard to Eagles Nest Drive (Section 11040000: Milepost 5.8100 to Milepost 8.9510). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

The landscaping design shall meet the DEPARTMENT’S criteria for Florida Department of Transportation District Five Landscape Initiative Requirements with more emphasis on more large trees and fewer shrubs to increase “curb appeal”. Shrubs can be used when and where they are part of the best design solution.

Any and all other work to be performed within the Department’s Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within Department Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the Department.

Deliverables:

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions set forth in this Agreement (Exhibit “E” hereto), and the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT’S participation.

- The Local Government will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The Local Government will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The Local Government will be responsible for fertilizing all trees, palms, and plants.
- The Local Government will purchase, supply and spread organic Mulch on all new plant beds.

- The Local Government will be responsible for staking of all trees planted.
- The Local Government will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The Local Government will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The Local Government will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit “D”.

Any proposed additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project, and not reimbursable under this Agreement, shall be included in the LOCAL GOVERNMENT’S DEPARTMENT accepted plans and in Exhibit “A”, Scope of Services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final acceptance by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the City of Fruitland Park hereby approves and delegates to Name, Title, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

No work shall be undertaken on the Project until a written Notice to Proceed has been issued by the Department.

Exhibit “B”

METHOD OF COMPENSATION

Financial Management Number: 437149-1-58-01

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$237,350.00 (Two Hundred Thirty Seven Thousand Three Hundred Fifty Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

Exhibit “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 437149-1-58-01

Advertises for bids	
Bids Construction (bid opening)	
Select Construction Firm (BCC approval)	
Give NTP	
Earliest Construction Start	
Latest Construction Finish	
Construction Contract Closeout	
Final Invoice and Closeout Documentation to the Department	

Exhibit “D”

TERMS & CONDITIONS OF CONSTRUCTION

Financial Management Number: 437149-1-58-01

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit “A”). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT

and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The DEPARTMENT shall have the right, but

not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the

FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The “as-built” plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT’S Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

19. The Special Provisions set forth in Exhibit “E” hereto shall apply to this Agreement and to all work on the Project.

Exhibit “E”

SPECIAL PROVISIONS

Financial Management Number: 437149-1-58-01

Subletting or Assignment of Contracts:

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the LOCAL GOVERNMENT. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the DEPARTMENT for this purpose. With the Engineer’s acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable by the LOCAL GOVERNMENT for purposes of the LOCAL GOVERNMENT’s consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the LOCAL GOVERNMENT is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the LOCAL GOVERNMENT will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the LOCAL GOVERNMENT with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The LOCAL GOVERNMENT recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

Illicit Discharge Training

All persons employed by the Contractor or Subcontractors working within the DEPARTMENT’s FDOT right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

Landscaping Provisions (Section 580)

580-1 Description.

Install landscaping as indicated in the Contract Documents.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Sizes: Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

580-2.2 Water: Meet the requirements of Section 983.

580-2.3 Mulching: Use of cypress mulch is prohibited.

580-3 Installation.

580-3.1 Delivery: All materials must be available for inspection before installation and will be subject to approval or rejection.

580-3.2 Layout: Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

580-3.3 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

580-3.4 Planting: Meet the requirements of the Design Standards, Index No. 544.

Exhibit "F"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the CITY OF FRUITLAND PARK**

PROJECT DESCRIPTION: Landscaping Improvements on State Road 500 (US 441)
between North of Dr. Martin Luther King Drive and Eagles Nest Drive.

FINANCIAL MANAGEMENT ID# 437149-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL

COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit “G”

RESOLUTION

Financial Management Number: 437149-1-58-01



**AGENDA ITEM
NUMBER
5d**

REGULAR AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	First Reading – Ordinance 2017-016 – Personnel Policies and Procedures Manual			
For the Meeting of:	April 27, 2017			
Submitted by:	City Manager/city attorney			
Date Submitted:	April 19, 2017			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item: Ordinance 2017-016, Personnel Policies and Procedures Manual – Family Employment Nepotism and Personal Relationships. (The second reading will be held on May 11, 2017.)				
Action to be Taken: Approve Ordinance 2017-016				
Staff's Recommendation: Approval				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor

ORDINANCE 2017-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING REVISIONS TO POLICY 2.4 IN THE CITY OF FRUITLAND PARK'S PERSONNEL POLICIES AND PROCEDURES MANUAL LAST REVISED IN ORDINANCE 2014-018; PROVIDING FOR DIRECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park adopted a Personnel Policies and Procedures Manual in Ordinance 1992-018, which has subsequently been amended; and

WHEREAS, the City desires to further amend its policies and procedures for the benefit of the City and its operations.

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

Section 1. Policy 2.4 entitled Restriction on Employment of Relatives is repealed. A new Policy 2.4 entitled Family Employment and Nepotism and Personal Relationships attached hereto as **Exhibit A** is hereby ADOPTED.

Section 2. The City Manager is directed to replace the repealed policy with the new policy 2.4 adopted herein into the City's Personnel Policies and Procedures Manual, and update the title page of the manual to reflect the last revision.

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

PASSED and ORDAINED this _____ day of April 2017, by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice-Mayor Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Lewis	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Ranize	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

First Reading _____

Second Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

EXHIBIT A

2.4 Family Employment and Nepotism and Personal Relationships

The City wants to ensure that employment practices do not create situations such as conflict of interest or favoritism and problems with employee morale. This extends to practices that involve employee hiring, promotion and transfer.

- (a) Relatives of the Mayor, City Commission, City Manager, City Clerk, Department Managers, or any other City employee, shall not be employed by the City of Fruitland Park.
- (b) Relatives of Mayor, City Commission, City Manager, City Clerk, Department Managers, or any other City employee who are employed by the City of Fruitland Park on the date this policy is adopted may continue employment with the City of Fruitland Park; however, no relative of an employee shall be in a position to supervise or review another relative's job performance nor shall any related employees be allowed to work in the same department.
- (c) Those in a dating relationship or are partners or members of the same household shall not be employed by the City of Fruitland Park.
- (d) Employees in a dating relationship or are partners or members of the same household on the date this policy is adopted may continue employment with the City of Fruitland Park; however, the concerned employees shall not be in a position to supervise or review the other concerned employees job performance nor be allowed to work in the same department.
- (e) Employees who begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, the person in the supervisory position is required to immediately inform the City Manager and Human Resources of the relationship. The employees concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within 7 calendar days, the City Manager will decide who is to be transferred or, if necessary terminated from employment.
- (f) Employees who begin a dating relationship or become relatives, partners or members of the same household will be permitted to continue to work for the City of Fruitland Park as long as there are no substantial conflicts. Reasonable accommodations will be made when possible in the event a conflict arises. However, if a conflict arises and no reasonable accommodation can be made, the employee hired last will be terminated.
- (g) For purposes of this policy, relative means an individual who is related as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.



**AGENDA ITEM
NUMBER**
7a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Manager's Report		
For the Meeting of:	April 27, 2017		
Submitted by:	City Manager		
Date Submitted:	April 19, 2017		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:			
Description of Item:	<p>Local Truck Traffic Movement Regulation Ordinance 2017-011 Update</p> <p>Recreation Fees, Section 99.90, Code of Ordinances</p>		
Action to be Taken:			
Staff's Recommendation:	N/A		
Additional Comments:			

Reviewed by: _____

Authorized to be placed on the Regular Consent agenda: _____
Mayor



**AGENDA ITEM
NUMBER**

7b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Attorney Report		
For the Meeting of:	April 27, 2017		
Submitted by:	City Attorney		
Date Submitted:	April 21, 2017		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:			
Description of Item:	<p>Please find below items to report to the City Commission.</p> <p>I will give the most recent update on legislative issues that may be of interest to the City.</p>		
Action to be Taken:			
Staff's Recommendation:	N/A		
Additional Comments:			

Reviewed by: _____

Authorized to be placed on the Regular Consent agenda: _____
Mayor



AGENDA ITEM NUMBER 8

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments				
For the Meeting of:	April 27, 2017				
Submitted by:	City Clerk				
Date Submitted:	April 18, 2017				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item:					
<p>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.</p> <p>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.</p>					
Action to be Taken: None.					
Staff's Recommendation:					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the agenda: _____
Mayor

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

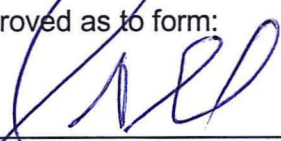
ATTEST:


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



SUMMER SWIM FOR SAFETY

Swim Scholarships available for residents that qualify in the following cities:

**Clermont • Groveland • Mascotte
Montverde • Leesburg • Fruitland Park • Umatilla**

Qualifications (one of the following):

**Free / Reduced Lunch Letter
SNAP Card • WIC card • Medicaid Card**

APPLICATIONS ONLINE: WWW.SWIMMINGFORLIFE.COM



MAY

20

WATER SAFETY DAY | FREE ADMISSION

Saturday, May 20th from 10am - 1pm in the following cities:

Clermont (Arts & Recreation Center), Leesburg (Venetian Gardens),
Fruitland Park, City of Umatilla, Mount Dora (May 27th)

**Wear bathing suit and bring a towel. Interactive water safety demonstrations.
Learn how to be safe in, on, and around the water!**