



**FRUITLAND PARK CITY COMMISSION  
REGULAR MEETING AGENDA**

**March 23, 2017** (Revised 10:00 a.m.)

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, FL 34731

**6:00 p.m.**

1. **CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE** (revised)  
Invocation and Pledge of Allegiance
2. **ROLL CALL**
3. **SPECIAL RECOGNITION**
  - (a) **2017 Fruitland Park 5k Love Run – Beyond the Walls Food Bank** (parks and recreation director)
  - (b) **NATIONAL LIBRARY DAY, LIBRARY WEEK PROCLAMATION - April 2017** (Fruitland Park Library director)
  - (c) **WATER CONSERVATION MONTH PROCLAMATION – April 2017** (city clerk)
4. **COMMUNITY REDEVELOPMENT AGENCY Recess 6:15 p.m. or Thereafter**
5. **CONSENT AGENDA**

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

  - (a) **Approval of Minutes** (city clerk)  
March 9, 2017 regular meeting
  - (b) **Resolution 2017-011 – LSMPO - FY 2017-18 TMS - ILA** (city manager)  
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.

**6. REGULAR AGENDA**

- (a) **Surplus – Service Patrol Vehicles Sale** (city manager/police department/public works director)

Approve the sale of three vehicles, no longer used, as surplus items to be available for public sale/auction.

- (b) **Resolution 2017-013 – Fruitland Park Public Library - State of Florida Department of State, DLIS – Construction Grant Agreement (17-PLC-3)** (Fruitland Park Library Director/city attorney) (revised)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PUBLIC LIBRARY CONSTRUCTION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND CITY OF FRUITLAND PARK FOR AN ON BEHALF OF FRUITLAND PARK PUBLIC LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2017-014 – Uniform Collection Agreement – Lake County Tax Collector** (city attorney) (revised)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE UNIFORM COLLECTION AGREEMENT BETWEEN THE OFFICE OF THE LAKE COUNTY TAX COLLECTOR AND THE CITY OF FRUITLAND PARK, FLORIDA FOR COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR AN EFFECTIVE DATE.

**SUPPLEMENTAL AGENDA**

- (d) **Resolution 2017-015 – Fruitland Park Library - Construction Contracts Competitive Award** (city manager/Fruitland Park Library Director/City Attorney) (revised)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DECLARING THE CITY OF FRUITLAND PARK WILL COMPETITIVELY AWARD CONSTRUCTION CONTRACTS FOR THE PUBLIC LIBRARY AND WILL COMPLY WITH FLORIDA LAW AS PROVIDED HEREIN; PROVIDING DIRECTIONS TO THE CITY MANAGER AND PROVIDING FOR AN EFFECTIVE DATE.

**7. NEW BUSINESS**

**8. OFFICERS' REPORTS**

- (a) **City Manager**

- (b) **City Attorney**  
    **. Litigation Updates**

**9. 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.

**10. COMMISSIONERS' COMMENTS**

**(a) Commissioner Ranize**

**(b) Commissioner Lewis**

**(c) Commissioner Bell**

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

**11. MAYOR'S COMMENTS**

**12. ADJOURNMENT**

**DATES TO REMEMBER**

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

March 24, 2017 – Movie on the Lawn *Mana*, City Hall at 8:00 p.m.

April 1, 2017 – *Fruitland Park Day*, City Hall at 10:00 a.m.

April 13, 2017 – Regular Commission Meeting at 6:00 p.m.

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.

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

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-c**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Special Recognition		
<b>For the Meeting of:</b>	March 23, 2017		
<b>Submitted by:</b>	City Clerk/Parks and Recreation, and Library Directors		
<b>Date Submitted:</b>	March 14, 2016		
<b>Are Funds Required:</b>		Yes	<input checked="" type="checkbox"/> No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b>	<p>(a) 2017 Fruitland Park 5k Love Run – Beyond the Walls Food Bank</p> <p>(b) <i>National Library Day, Library Week</i> Proclamation</p> <p>(c) <i>Water Conservation Month</i> Proclamation</p>		
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the  Regular  Consent agenda: \_\_\_\_\_  
Mayor



# Proclamation

WHEREAS, libraries are a part of the American dream; are places for education and life-long learning working to meet the changing needs of its users, and are continuously evolving in providing a forum for diverse ideas, points of view, and a variety of ongoing outreach services; and

WHEREAS, in 1982, Lake County created a countywide public library system which included the City of Fruitland Park Library as its member which is the heart of our community and the Fruitland Park Elementary School Library/Media Center offers an environment conducive to reading literacy; and

WHEREAS, libraries nurture the love of reading in citizens of all ages and backgrounds that transform communities, open minds, and promote inclusion and diversity; and

WHEREAS, librarians are trained professionals, organizers, and information experts who, for centuries, have guided people to the best resources and technologies needed to live, learn and work in a challenging economy; and

WHEREAS, libraries and library staff are looking beyond their traditional roles to enrich and shape the community; provide more opportunities for community engagement, and deliver new services offering significant programs that connect closely with patrons' needs; and

WHEREAS, the hard work, dedication, and expertise of the city's library support staff and the school's media specialist are recognized; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating *School Library Month*, *National Library Week*, and *National Library Workers' Day*; and

Now, therefore, be it proclaimed that I "Chris Cheshire, Mayor of the City of Fruitland Park, Florida", on behalf of the city commissioners, do hereby proclaim the week of April 9 to 15, 2017 as *National Library Week* and encourage residents to visit the library to explore what's new; to help their school celebrate the essential role that strong school library programs play in transforming learning to its students, and engage with the librarians by thanking them for making free information accessible to all.

DATED this 23<sup>rd</sup> day of March 2017.

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Chris Cheshire, Mayor

Attest:

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Esther Coulson, City Clerk



# Proclamation

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Fruitland Park are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Fruitland Park and the State of Florida has designated April, typically a dry month when water demands are most acute, *Florida's Water Conservation Month*, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Fruitland Park has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school, and citizen can help by saving water and thus promote a healthy economy and community; and

Now, therefore, be it proclaimed that I "Chris Cheshire, Mayor of the City of Fruitland Park, Florida", on behalf of the city commissioners, do hereby proclaim the month of April 2017 as *Water Conservation Month* and call upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

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Chris Cheshire, Mayor

Attest:

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Esther Coulson, City Clerk



<b>AGENDA ITEM NUMBER</b>  <b>4</b>
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## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Community Redevelopment Agency		
<b>For the Meeting of:</b>	March 17, 2017		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	March 14, 2016		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	CRA Meeting Agenda		
<b>Description of Item:</b>			
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the consent agenda: \_\_\_\_\_  
Mayor



**AGENDA ITEM  
NUMBER  
5a-b**

## CONSENT AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Draft Minutes and Resolution 2017-011			
<b>For the Meeting of:</b>	March 23, 2017			
<b>Submitted by:</b>	City Clerk/City Manager			
<b>Date Submitted:</b>	February 17, 2017			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes.			
<p><b>Description of Item:</b> 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><b>(a)</b> Approve the March 9, 2017 regular meeting minutes;  <b>(b)</b> Adopt Resolution 2017-011 LS-MPO FY 2017-18 TMS ILA</p>				
<b>Action to be Taken:</b> Approval				
<b>Staff's Recommendation:</b> Approval				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the consent agenda: \_\_\_\_\_  
Mayor



**FRUITLAND PARK CITY COMMISSION REGULAR MEETING MINUTES**  
**March 9, 2017**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, March 9, 2017 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Ray Lewis, and Rick Ranize.

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver, City Treasurer; Jeannine Racine-Michaud; Deputy Police Chief Dennis Cutter, Police Department; Interim Fire Chief Don Gilpin; Lieutenant Tim Yoder; Chris Lewis, Madison Leary, and Michael Goins, Firefighters; Parks and Recreation Director Michelle Yoder; Community Development Director Charlie Rector, Public Works Director Dale Bogle, and City Clerk Esther B. Coulson.

**1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

After Reverend Marge Brown, Unity Spiritual Church, gave the invocation and Deputy Police Chief Cutter led in the Pledge of Allegiance to the flag, Mayor Cheshire called the meeting to order at 6:00 p.m.

**2. ROLL CALL**

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

**3. CONSENT AGENDA**

**Approval of Minutes**

**On motion of Commissioner Bell, seconded by Commissioner Ranize and unanimously carried, the city commission approved the February 23, 2017 regular meeting minutes as submitted.**

**4. REGULAR AGENDA**

**PUBLIC HEARING**

**(a) Second Reading and Public Hearing — Ordinance 2016-031 Comprehensive Plan Amendment**

It now being the time advertised to hold a public hearing to consider proposed Ordinance 2016-031, the substance of which is as follows, Ms. Geraci-Carver read the title and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184; AMENDING THE CITY'S COMPREHENSIVE PLAN (ATTACHED AS EXHIBIT A); ADDING OR ADOPTING REVISIONS TO THE

FUTURE LAND USE, TRANSPORTATION, HOUSING, PUBLIC FACILITIES, CONVERSATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND CONCURRENCY MANAGEMENT, ELEMENTS OF THE COMPREHENSIVE PLAN; ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN ARISING FROM CHANGES FROM THE 2010 CENSUS; ELIMINATING RECREATION AND OPEN SPACE LEVEL OF SERVICE; ELIMINATING THE PUBLIC SCHOOL FACILITIES ELEMENT OF THE FORMER COMPREHENSIVE PLAN; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on December 8, 2016.)

Upon the request of Mr. Mike Sweeney, City of Fruitland Park resident, Mr. Greg Beliveau, LPG Urban and Regional Planners retained by the city, gave an explanation of the comprehensive plan requirements and annexation regulations according to Florida Statutes for up to 2016.

Mr. Beliveau recognized that no comments were received from the State of Florida Department of Economic Opportunity; pointed out the change from St. John's River Water Management District that the city since implemented the adoption of the level of service standards for facilities and infrastructure, potable water from 122 gallons per day per commercial (gpdpc) acre to the following where the LOS includes commercial at 850 gpdpc acre:

<u>Year</u>	<u>Gallons per Resident per Day</u>
<u>2012</u>	<u>150</u>
<u>2015</u>	<u>172</u>
<u>2025</u>	<u>172</u>
<u>2035</u>	<u>172</u>

Mr. Beliveau relayed staff's recommendation to adopt same which includes the annexation of large and small scale plan amendments.

After discussion and **by unanimous consent, Mayor Cheshire closed the public hearing.**

Following further discussion, **a motion was made by Commissioner Bell and seconded by Commissioner Lewis that the city commission enact Ordinance 2017-012 as previously cited to become effective as provided by law which shall**

**be the date the state land planning agency issues a final order determining the comprehensive plan, attached to and amended prior to this ordinance becoming effective, to be in compliance with Chapter 163, Florida Statutes, or the date the Division of Administrative Hearings issues a final order determining the adopted 2035 Comprehensive Plan to be in compliance with Chapter 163, Florida Statutes, whichever occurs first.**

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

#### **QUASI-JUDICIAL PUBLIC HEARING**

**(b) Second Reading and Public Hearing - Ordinance 2017-001 - On-Line Bill Payment Service**

It now being the time advertised to hold a public hearing to consider proposed Ordinance 2017-001, the substance of which is as follows, Ms. Geraci-Carver read the title and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.110 TO IMPOSE A FEE FOR ONLINE BILL PAYMENT SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on February 23, 2017.)

#### **QUASI-JUDICIAL PUBLIC HEARING**

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

Commissioner Ranize referred subsection 99.1 burn permit of the proposed ordinance and noted the issuance of same from the State of Florida Department of Agriculture and Consumer Services, Forest Service Office serving the area.

After Mr. La Venia mentioned the need to strike said language, Ms. Geraci-Carver suggested that an amended ordinance would need to be considered at a future meeting to reflect same.

**A motion was made by Commissioner Ranize and seconded by Commissioner Lewis that the city commission enact Ordinance 2017-001 as previously cited to become effective immediately as provided by law.**

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

#### **QUASI-JUDICIAL PUBLIC HEARING**

**(c) Second Reading and Public Hearing — Quasi-Judicial Public Hearing — Ordinance 2017--013 - Boundary Amendment — North of CR 466A and West of Timbertop Lane — Petitioner: Kurt and Suzanne Damron**

It now being the time advertised to hold a public hearing to consider proposed Ordinance 2017-013, the substance of which is as follows, Ms. Geraci-Carver read the title and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 6.0 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on February 23, 2017.)

After Ms. Geraci-Carver swore in Mr. Rector to give testimony, he described the petitioner's request and referred to the city commission's previous annexation of an adjacent parcel.

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

**A motion was made by Commissioner Ranize and seconded by Commissioner Ranize that the city commission enact Ordinance 2017-013 as previously cited to become effective immediately as provided by law.**

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

**(d) Second Reading and Public Hearing — Quasi-Judicial Public Hearing — Ordinance 2017-014 -Comprehensive Plan — 6.0+ Acres - North of 466A and West of Timbertop Lane - Petitioner: Kurt and Suzanne Damron**

It now being the time advertised to hold a public hearing to consider proposed Ordinance 2017-014, the substance of which is as follows, Ms. Geraci-Carver read the title and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 6.0+ ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on February 23, 2017.)

Mr. Rector noted the proposed change.

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

**A motion was made by Vice Mayor Gunter and seconded by Commissioner Bell that the city commission enact Ordinance 2017-014 as previously cited to become effective thirty-one (31) days after its adoption by the city commission. If this ordinance is challenged within thirty (30) days after its adoption, it may not become effective until the state land planning agency or administrative commission, respectively, issues a final order determining that this ordinance is in compliance.**

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

**(c) Second Reading and Public Hearing — Quasi-Judicial Public Hearing — Ordinance 2017-015 - Rezoning — 6.0+ Acres — AG-C2 — Petitioner: Kurt and Suzanne Damron**

It now being the time advertised to hold a public hearing to consider proposed Ordinance 2017-015, the substance of which is as follows, Ms. Geraci-Carver read the title and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 6.0 + ACRES OF THE PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR

SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on February 23, 2017.)

Mr. Rector noted the proposed change.

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

**A motion was made by Commissioner Lewis and seconded by Commissioner Ranize that the city commission enact Ordinance 2017-015 as previously cited to become effective as provided by law.**

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

#### **END OF QUASI-JUDICIAL PUBLIC HEARING**

#### **5. NEW BUSINESS**

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

#### **6. PUBLIC COMMENTS**

Ms. Pat Guy, City of Fruitland Park resident, gave her opinion on the county's position with and assurance given to manage the city's fire department and mentioned examples of existing problems on the implementation of its services with the city.

In response, Mayor Cheshire addressed his desire for transparency whereby such issues would be considered before the city commission and decisions made with public knowledge. He recalled the majority of city commissioners' desire, at its March 2, 2017 workshop, to proceed towards the management of the fire department and the need to review funding issues relative to same.

#### **7. OFFICERS' REPORTS**

##### **(a) City Manager**

- **Fire Assessment – March 2, 2017 Workshop**

In response to Mr. La Venia's request, Ms. Geraci-Carver addressed the need to consider at a future meeting, the fire department membership organization under Fire Department Ordinance 97-007 (city's code Sec. 31.57) and a resolution for a fire assessment to be placed on the Truth-in-Millage Notice whereby she plans to meet with Ms. Sandi Walker, Government Services Group Inc. in that regard.

- **FRDAP Grants Status Upgrade**

At Mr. La Venia's request, Ms. Yoder gave an outline of requirements after notification of the Florida Recreation Development Assistance Program's (FRDAP's) grant award whereby she is working with Mr. Fred Fox (grant writer retained by the city) on the preparation of commencement information for Gardenia Park project phases I and II; pointed out her meeting with Ms. Geraci-Carver earlier this evening to prepare a 30-year title search on the subject property, and her previous consultation with Mr. Rector to conduct a boundary survey on said property.

Once the respective information are gathered, Ms. Yoder addressed the plan to submit the completed commencement package to Ms. Tamika Bass, Florida Department of Environmental Protection, Office of Operations, Land and Recreation Grants Section, for approval before it is sent back to the city commission.

Ms. Yoder anticipated that by June 2017 a response would be received on the grant program application for funding by Lake Griffin State Park, as the city is rated 38 out of 100.

Later in the meeting and after Vice Mayor Gunter voiced concerns on the title search on the CSX rail road right-of-way and quit-claim to the city, the vicinity of Gardenia Park, Ms. Geraci-Carver explained that she will research the issue.

- **City Events**

Ms. Yoder referred to the March 18, 2017 Beautification Day (aka Cleanup Day) and addressed the plan to meet at the Gardenia Park Pavilion to complete the unfinished landscape from last year. She referred to her meeting with Mr. Chris Beck, Waste Management of Wildwood Inc., regarding the shirts order (costs to be borne by them) and requested the need to complete the forms for the officials' sizes by March 10, 2017 in advance of the event.

With respect to the April 1, 2017 Fruitland Park Day, Ms. Yoder announced that as the program includes the Jeep exhibition, she described the officials will be participating in the parade by riding in open-top Jeeps promoted by the 365 Jeep Club.

- **Roads and Streets - Road Program**

Mr. La Venia referred to the February 23, 2017 regular city commission meeting regarding the road program.

Mr. La Venia addressed the need to include Berry Hill Circle on the 2017 Street Repave List; reviewed the piggyback quotation

proposals; namely, C.W. Roberts Contracting, Inc., Paquette Company, and Bay to Bay Construction, and noted the attempts to obtain quotations for paving where one was received. He identified Community Redevelopment Agency (CRA) funds to implement same.

Mr. La Venia referred to C.W. Roberts' proposal outlining the parking stall (accessible parking space) at Veterans Park for \$4,300 and noted Paquette's intent to donate same as part of its service free of charge.

Later in the meeting and in response to an inquiry posed by Commissioner Ranize' regarding reoccurring tree base, stump and root problems and potential harm caused to various trees in various areas, Mr. Bogle concurred with Mr. La Venia's request to contact the certified arborist retained by the city and indicated that he will communicate with Mr. Mike Bailey, Bay to Bay Construction.

After extensive discussions, Mr. La Venia concurred with Ms. Geraci-Carver's suggestion to address the subject proposals before the CRA for consideration at its next meeting.

Upon Mr. La Venia's request, the city commission voiced no objections to his question on the selection of Paquette Company as the low bidder to perform paving work on certain city streets.

- Status Update

- Mr. Rector relayed the recommendation by Ms. Lori Davis, Code Enforcement Officer, to condemn a property adjacent to the Hilltop Bar (501 North Dixie Avenue) and pointed out his previous conversations with Ms. Geraci-Carver.

Mr. Rector referred to the collection of monies from the city's vacant and abandoned property fund which should have been utilized to prevent blighted areas. He recommended the utilization of such funds to demolish the subject property, clean up the site, and apply a code enforcement lien and from the total cost accept a modest deposit from the property owner for voluntary demolition, instead of appearing before a special magistrate.

After Mr. Rector referred to Ms. Geraci-Carver's research on the demolition of condemned property, he relayed his preference for her to draft an ordinance.



Mr. Rector reported on the subject property owner's willingness to deposit \$1,000 of her own funds and her agreement to make monthly payments; addressed the city's ability to place a lien against the property and if it is cleared, such funds would be reimbursed to the city. He recognized other property owners who are considering something similar.

If the city commission decides not to implement the request, Mr. Rector addressed the alternative to go through the code enforcement process by allowing the special magistrate to place a fine on the property -- which would be accumulated and through the court proceedings -- and obtain permission to demolish the property as long as it is without any cost to the taxpayer.

After extensive deliberations, Mr. La Venia reiterated the voluntary mechanism on the satisfaction of a lien in advance whereby the city could wait up to 20 years to be refunded into the same account.

In response, Ms. Geraci-Carver indicated that such mechanism could take place through an established payment plan process with a written agreement (as long as it is within the CRA redevelopment plan) where such funds could be utilized.

Following further discussion, Ms. Geraci-Carver agreed with Mr. La Venia's request to draft an ordinance for the city commission's consideration at a future meeting.

**(b) City Attorney**

• **Litigation Updates**

George Fernandez

Ms. Geraci-Carver referred to the George Fernandez lawsuit which was scheduled for mediation on March 6, 2017; indicated that a settlement of \$45,000 was reached, contingent upon city commission approval, and addressed the requirements for him executing a full release.

After extensive discussions, and by unanimous consent, the city commission agreed to a shade meeting to discuss the George Fernandez case.

Following further deliberations, Ms. Geraci-Carver announced holding a closed-session meeting to be held on Thursday, March, 23, 2017 at 6:00 p.m. in the city commission chambers, to discuss the George Fernandez lawsuit settlement offer where direction is needed from the city commission is needed on the litigation. She noted those anticipated to be present would be Mayor Cheshire, Vice Mayor Gunter, Commissioners Ranize, Lewis, and Bell and also Mr. La Venia, herself, and Litigation Council Stephanie McCulloch, McLin Burnsed Law Firm retained by the city.

In response to Ms. Coulson, Ms. Geraci-Carver indicated that she will arrange for a court reporter to be present at said closedsession.

Anthony Mancino

Ms. Geraci-Carver reported that she took the offer back to Mr. Anthony Mancino's attorney; referred to the attorney's fees of \$16,405.85 for the civil forfeiture case, and anticipated receiving testimonial excerpts that was given during the hearing which she plan to submit.

- **Purchasing/Competitive Bidding**

Ms. Geraci-Carver explained that the competitive bidding/purchasing is outlined in the agenda summary report.

Commissioner Lewis conveyed a previous conversation he initiated with the insurance agent — who handles the insurance liability policies for the city -- regarding the number of claims/lawsuits and pointed out the question posed at the February 23, 2017 regular meeting on pricing.

Commissioner Lewis referred to the offer made by Mr. Scott Hyman, Severson & Werson, to meet with him and Mr. La Venia; mentioned the need to be updated on the city's policies, expending the city's funds to settle cases, and the availability of the claims and underwriting managers to provide additional information.

**8. COMMISSIONERS' COMMENTS**

**(a) Commissioner Ranize**

**i. Beautification Day**

Commissioner Rnaize announced the likelihood of being out of town during the weekend of March 18 and 19, 2017 and will miss Beautification Day.

**ii. City Properties**

In response to a question posed by Commissioner Ranize, Ms. \Geraci-Carver assured that by ordinance, the city commission

can legislate a policy to conduct surveys and title searches on city-owned properties before a purchase is made and have that said ordinance can be reviewed when there are changes in the Florida Statutes.

- iii.** International Property Maintenance Code Ordinance 2011-001  
Commissioner Ranize referred to his conversations with Sergeant Kim Stewart, City of Leesburg, regarding the International Property Maintenance Code; pointed out discussions at the January 26, 2017 city commission regular meeting regarding the revision of same which is currently reviewed by Ms. Lori Davis, Code Enforcement Officer, and noted the likelihood of changes to be addressed before the city commission at a future meeting.

**(b) Commissioner Lewis**

**i. Zoning Designation**

In response to a question posed by Commissioner Lewis, Mr. Rector identified areas in the city where its zoning designation allows for development of duplexes with single family residences.

**ii. Vehicle Purchase**

Answering a question raised by Commissioner Lewis, Mr. La Venia responded that used vehicles under lease warranty programs appropriate for administration/code enforcement could be explored.

**iii. Public Safety**

After Commissioner Lewis addressed the utilization of public safety reserve funds and impact fees, Mses. Geraci-Carver and Racine Michaud described the purchase of police vehicles satisfied for future growth-related costs whereby the addition of two law enforcement officers can be added which ought to be addressed in the budget.

**(c) Commissioner Bell**

Commissioner Bell had no comments to address before the city commission at this time.

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

Vice Mayor Gunter noted that Ms. Yoder answered his questions relating to the March 18, 2017 Beautification Day.

**9. MAYOR'S COMMENTS**

**(a) 2017 Lake County Community Service Awards**

Mayor Cheshire referred to the 2017 Lake County Community Service Awards Nominations Forms to be submitted before March 17, 2017.

**By unanimous consent, the city commission agreed with Mayor Cheshire's suggestion to nominate Mr. John Schaller, City of Fruitland Park resident, for the volunteer award under the category of public service as he volunteered for the city for 22 years.**

**(b) Dates to Remember**

Mayor Cheshire noted the following events:

- March 10, 2017 — LCLC Superintendent of Lake County Schools Meeting at Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 noon;
- March 18, 2017 — Fruitland Park Beautification Day City Hall at 10:00 a.m.,
- March 23, 2017 — Household Hazardous Waste Mobile Unit Outreach Event at 9:00 a.m.,
- March 23, 2017 - Regular Commission Meeting following a possible shade meeting at 6:00 p.m. with further announcements;
- April 1, 2017 — Fruitland Park Day, City Hall at 10:00 a.m.,
- April 13, 2017 — Regular Commission Meeting at 6:00 p.m.;
- April 14, 2017 - LCLC New Vision for Independence, Inc. Meeting at Lake Receptions 4425 N Highway 19-A, Mount Dora, FL 32757 at 12:00 noon;
- 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.;
- April 22, 2017 Volunteer Appreciation Picnic TBA;
- May 11, 2017 - Regular Commission Meeting at 6:00 p.m.; and
- **By unanimous consent, and upon Mayor's request, the city commission cancelled the May 25, 2017 regular city commission meeting at 6:00 p.m. which may be rescheduled to another date and time to consider the city's FY 2017-18 budget; proposed ordinances, and special fire assessments.**

**11. 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 7:25 p.m.

The minutes were approved at the March 23, 2017 regular meeting.

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

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

**RESOLUTION 2017-011**

**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.**

**WHEREAS**, the City of Fruitland is currently a party to an interlocal agreement with the MPO and participates in MPO meetings; and

**WHEREAS**, it is necessary to amend the existing interlocal agreement to provide for funding of non-grant eligible expenses; and

**WHEREAS**, the City of Fruitland Park finds it beneficial to its residents and business owners to continue its participation with the MPO and other local governments; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to enter into the Interlocal Agreement with the Lake-Sumter MPO, Lake County, Sumter County and other named local governments.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. The Interlocal Agreement between the Lake-Sumter Metropolitan Planning Organization (MPO), Lake County, Florida, and Sumter County, Florida, et al. and the City of Fruitland Park, Florida, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Interlocal 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 COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

---

CHRIS CHESHIRE, MAYOR

ATTEST:

---

ESTHER COULSON, CITY CLERK

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

Approved as to form:

---

Anita Geraci-Carver, City Attorney



Lake County

Sumter County

Town of Astatula

City of Bushnell

City of Center Hill

City of Clermont

City of Coleman

City of Eustis

City of Fruitland Park

City of Groveland

Town of  
Howey-in-the-Hills

Town of Lady Lake

City of Leesburg

City of Mascotte

City of Minneola

Town of Montverde

City of Mount Dora

City of Tavares

City of Umatilla

City of Webster

City of Wildwood

Florida Central  
Railroad

Lake County Schools

Sumter County Schools

February 24, 2017

Mr. Gary La Venia  
City Manager  
City of Fruitland Park  
506 W. Berckman St.  
Fruitland Park, FL 34731-3239

RE: Inter-local Agreement between the Lake~Sumter MPO  
and the City of Fruitland Park

Dear Mr. La Venia,

Enclosed is a copy of the Lake~Sumter MPO FY2017-2018 Interlocal Agreement document. Please ensure that this item is placed on the City of Fruitland Park Council meeting agenda for approval at their next scheduled meeting, then return the signed document to our office by Tuesday April 18, 2017.

This document will be presented to the Lake~Sumter MPO Governing Board at their April 26, 2017 meeting so please return the signed Interlocal Agreement to the Lake~Sumter MPO office (see address at the bottom of this page). If you have any questions please contact me using the information given below.

Thank you,

Brian R. Hutt  
Lake-Sumter MPO  
TMS Project Manager  
(352) 375-0170 Ext. 3

*"Promoting Regional Transportation Partnerships"*  
[www.LakeSumterMPO.com](http://www.LakeSumterMPO.com)

1616 South 14<sup>th</sup> Street, Leesburg, Florida 34748  
Phone (352) 315-0170 – Fax (352) 315-0993



**INTERLOCAL AGREEMENT BETWEEN  
THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO),  
LAKE COUNTY, FLORIDA, AND SUMTER COUNTY, FLORIDA,  
AND THE MUNICIPALITIES OF ASTATULA, CLERMONT, EUSTIS,  
FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE,  
LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE,  
MOUNT DORA, TAVARES, AND UMATILLA  
FOR FUNDING AND IMPLEMENTATION OF THE TRANSPORTATION  
MANAGEMENT SYSTEM AND FOR CREATION AND MANAGEMENT OF  
A FUND FOR NON-GRANT-ELIGIBLE EXPENSES**

THIS INTERLOCAL AGREEMENT entered on the date indicated below is by and between the LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION, hereinafter referred to as the “MPO” and LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida and ASTATULA, CLERMONT, EUSTIS, FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE, LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE, MOUNT DORA, TAVARES, AND UMATILLA, Florida municipal corporations, collectively referred to as the “parties”. For purposes of this Agreement, the counties and municipalities that are parties to this Agreement are collectively referred to as “the local governments”.

**RECITALS**

**WHEREAS**, the MPO was created through an interlocal agreement among Lake County, Sumter County, and the 14 municipalities of Lake County and was approved by Governor Jeb Bush on December 9, 2003; and

**WHEREAS**, in 2007, an interlocal agreement was approved by the MPO and the member local governments of the MPO to create a locally-funded Transportation Concurrency Management System, which evolved into the current Transportation Management System (TMS); and

**WHEREAS**, the MPO was re-designated in 2010 by Governor Charlie Crist to include all of Sumter County and Sumter County’s five municipalities; and

**WHEREAS**, the MPO is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake County and Sumter County; and

**WHEREAS**, transportation management is a growth management principle which ensures that necessary transportation facilities and services are available concurrent with the impacts of development; and

**WHEREAS**, the local governments contemplating new development should assure that adequate roadway capacity is available concurrent with the impacts of the proposed

development and that the proposed development will not degrade the roadway below the adopted level of service standards; and

**WHEREAS**, the MPO and the local governments wish to ensure that level of service standards for transportation facilities are maintained throughout the counties and municipalities; and

**WHEREAS**, the MPO and the local governments are working together to develop a centralized TMS that will facilitate effective intergovernmental coordination on transportation facilities; and

**WHEREAS**, the MPO will, as part of the centralized TMS, maintain the data to be used by the local governments in making their development approval decisions; and

**WHEREAS**, local funds from the local governments are provided annually to the MPO for consultant and personnel expenditures associated with management of the TMS; and

**WHEREAS**, these local funds provided to the MPO are collected through an annual invoicing process that coincides with the local governments' fiscal years; and

**WHEREAS**, the MPO incurs certain costs that are not eligible for reimbursement through federal or state grants; therefore, the MPO requires a local funding source to cover non-grant-eligible expenses; and

**WHEREAS**, the MPO and the local governments entered into an Interlocal Agreement for the Creation, Funding and Implementation of a Master Transportation Management System Program dated November 5, 2012, and desire to continue the arrangement(s) for services made between the parties; and

**WHEREAS**, the MPO and the local governments seek to enter into a new agreement regarding the TMS by updating certain provisions and providing clarity concerning funding.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, and payments hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

## Article 2. Purposes

- 2.1** The purpose of this Agreement is to implement a centralized database of transportation information that all parties to this Agreement may utilize as part of their individual Transportation Management Systems (TMS) as prescribed within their individual comprehensive plans and land development regulations. Data on development applications, vested and existing development, and traffic count information will be provided to the MPO by the local governments. The MPO will maintain a database and model which will show impacts that proposed development will have on the transportation system and will provide results of such modeling to the local governments. Additionally, the purpose of this Agreement is to provide for the allocation of local funds paid into the TMS to include expenditures not eligible for reimbursement through any federal or state grants received by the MPO.

## Article 3. TMS Procedure

- 3.1** In order for the centralized TMS to contain the most current information available, the local governments will provide to the MPO any legally vested trips, any formally reserved trips and certificate of occupancy information. Initial information, to the extent available, shall be provided within ninety (90) days of the effective date of this Agreement, and thereafter during the term of this Agreement on a monthly basis.
- 3.2** The local governments may submit data from any applicant who is seeking a development approval for a project, including the traffic impact analysis, the number of proposed residential units and amount of non-residential square footage by use in accordance with the Institute of Transportation Engineers (ITE) Trip Generation Manual, as amended.
- 3.3** Upon receipt of such data by the MPO, the following procedure shall be implemented in order to provide the certain local government with the information required in a timely fashion:
- 1) Provided the data received is determined to be sufficient to issue a report of findings, the MPO will evaluate the data based upon existing road capacity information, including adopted level of service, existing trips, reserved trips and vested trips, and submit a report of its findings within fifteen (15) business days of receipt of the request.
  - 2) If the local government determines that additional information should be factored into the analysis, it may submit its comments for evaluation to the MPO within fifteen (15) business days of the issuance of the MPO's report for that application.

- 3) The MPO will review additional information submitted by the local government and provide final comments within fifteen (15) calendar days of the submittal of new information.
  - 4) If the facility is designated by the State of Florida as a SIS (Strategic Intermodal System) facility or if the facility is a non-SIS state facility operating at 90 percent (90%) capacity or greater, the Florida Department of Transportation (FDOT) will be consulted for comments on proposed impacts. If no comments are received by the MPO from FDOT within thirty (30) days of the MPO's request, the MPO will issue its report based upon existing data.
- 3.4** The MPO will not make concurrency determinations on behalf of any local government. The MPO will issue a report of findings based on the data maintained by the MPO and the data submitted by the local government. The responsibility to make concurrency determinations and/or recommend approvals or denials of any development applications remains with the local government.
- 3.5** The MPO will, upon written request, assist the local governments in assessing needed changes to a comprehensive plan, policies or land development regulations related to transportation or transportation impacts.

#### **Article 4. Term and Termination**

- 4.1** This Agreement shall become effective upon that date of execution of this Agreement by the last party ("effective date").
- 4.2** This Agreement shall remain in effect until terminated by a mutual agreement of the parties to this Agreement, or as otherwise provided by law. Any party may withdraw from this Agreement after presenting, in written form, a notice of intent to withdraw presented to the other parties of this Agreement, at least ninety (90) days prior to the intended date of withdrawal. Upon receipt of the notice of intent to withdraw, the Chairman of the MPO is hereby authorized to enter into a written memorandum with the withdrawing party memorializing the withdrawal of the party from the responsibilities of and services to be provided under the terms of this Agreement. The withdrawing party shall record a copy of the memorandum in the Official Records, at its own cost. Upon execution of such memorandum the withdrawn party will receive no services under this Agreement.
- 4.3** If for any reason this Agreement is terminated in its entirety, the TMS and its associated data in the format at the time of termination will be provided to the member local governments at no additional cost.
- 4.4** The parties agree that the Interlocal Agreement dated November 5, 2012, by and between the parties shall be considered terminated as the effective date of this Agreement.

**Article 5. Funding**

- 5.1 Each of the local governments will pay the MPO to fund the TMS an amount based upon the local government's population percentage relative to the populations of all the other local governments per an annual budget approved by the MPO by May 31 of each year. Invoicing for local funds shall be conducted by the MPO after October 1 of each year.
- 5.2 The annual budget approved by the MPO by May 31 of each year shall include local funding amounts for the TMS and for the local funds that have been designated to cover the MPO's costs not eligible for federal or state grant reimbursement. The parties acknowledge and agree that local funds collected pursuant to this Agreement may be used by the MPO, at its discretion, to cover non-grant eligible costs and expenses.
- 5.3 In each odd numbered year, the population figures and related contributions will be reviewed and adjusted as necessary for population changes. Funding contributions will be adjusted based upon Bureau of Economic and Business Research (BEBR) population figures. The updated information will be provided to each of the local governments by May 31. The new contribution rates shall become effective October 1.

**Article 6. TMS Annual Report**

- 6.1 An Annual Report on the status of all facilities included in the TMS shall be published each year and may be used in the MPO annual project prioritization process.

**Article 7. General Provisions**

- 7.1 This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which executed shall be an original, and such counterparts together shall constitute one and the same instrument.
- 7.2 Amendments or modifications to this Agreement may only be made by written agreement signed by all parties hereto, with the same formalities as the original Agreement.
- 7.3 This Agreement shall be recorded in the official public records of each county.
- 7.4 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. The Agreement shall be interpreted, construed and governed by the laws of the State of Florida and venue shall lie in Lake County, Florida.

Agreement between MPO, Lake County, Sumter County, et al. for Funding and Implementation of the Transportation Management System and for Creation and Management of a Fund for Non-Grant Eligible Expenses

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature, each party by and through its authorized representative.

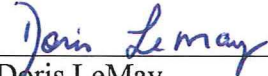
INTERLOCAL AGREEMENT BETWEEN THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION, THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS , THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE MUNICIPALITIES OF ASTATULA, CLERMONT, EUSTIS, FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE, LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE, MOUNT DORA, TAVARES, AND UMATILLA FOR FUNDING AND IMPLEMENTATION OF THE TRANSPORTATION MANAGEMENT SYSTEM AND FOR CREATION AND MANAGEMENT OF A FUND FOR NON-GRANT-ELIGIBLE EXPENSES

LAKE~SUMTER METROPOLITAN  
PLANNING ORGANIZATION

  
\_\_\_\_\_  
Pat Kelley, Chairman

This 22 day of February, 2017

ATTEST:

  
\_\_\_\_\_  
Doris LeMay  
Executive Assistant

Approved as to Form and Legality:

  
\_\_\_\_\_  
Melanie Marsh  
MPO Attorney

INTERLOCAL AGREEMENT BETWEEN THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION, THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS , THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE MUNICIPALITIES OF ASTATULA, CLERMONT, EUSTIS, FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE, LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE, MOUNT DORA, TAVARES, AND UMATILLA FOR FUNDING AND IMPLEMENTATION OF THE TRANSPORTATION MANAGEMENT SYSTEM AND FOR CREATION AND MANAGEMENT OF A FUND FOR NON-GRANT-ELIGIBLE EXPENSES

CITY OF FRUITLAND PARK

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Esther Lewin-Coulson  
City Clerk

Approved as to form and legality:

\_\_\_\_\_  
City Attorney





**AGENDA ITEM  
NUMBER  
6**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Surplus – Service Patrol Vehicles Sale			
<b>For the Meeting of:</b>	March 23, 2017			
<b>Submitted by:</b>	City Manager/Police Chief/Public Works Director			
<b>Date Submitted:</b>	March 8, 2017			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes			
<b>Description of Item:</b> Approve the sale of three vehicles, no longer used, as surplus items to be available for public sale/auction.				
<b>Action to be Taken:</b> Approval.				
<b>Staff's Recommendation:</b> Approval.				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the agenda: \_\_\_\_\_  
Mayor



Public Works Department  
506 W. Berckman St.  
Fruitland Park FL 34731

Tel. (352) 360-6795  
Fax. (352) 360-6793  
Email: [dboglefruitlandpark@comcast.net](mailto:dboglefruitlandpark@comcast.net)

## The following trucks are to be auctioned

Truck 203 is a 2000 Ford F150 it has bad breaks, torn up interior and engine issues.

Truck 205 is a 1986 Chevy Army Surplus flatbed truck the transmission and fly wheel are bad the electrical system has burned up.

Truck 200 is a 2000 Ford F150 this truck has engine issues and no A/C.

These 3 trucks were taken out of service do to the high cost to repair or safety issues.

Dale Bogle  
Public Works Director

### City of Fruitland Park - Fixed Asset Form

Please complete the following for all accounts

Asset Description:	<u>2000 Ford F-150 Pickup Truck</u>
Location/Department:	<u>Public Works</u>
Asset ID Number:	_____

ADDITIONS TO FIXED ASSETS

Purchase Method: (Circle One)

Budgeted      Donation      Forfeiture      Grant      Trade

Invoice Number: \_\_\_\_\_

Invoice Must be Attached

Purchase Price: \_\_\_\_\_

P.O. Number: \_\_\_\_\_

Accessories: \_\_\_\_\_

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

Shipping: \_\_\_\_\_

Serial Number: \_\_\_\_\_

TOTAL COST: \_\_\_\_\_

Org./Obj. Code: \_\_\_\_\_

REQUEST FOR DISPOSAL

Reason for Disposal: Truck 203 is a 2000 ford pickup it has bad breaks,the interior is torn up and the engine has issues

Date of Disposal: \_\_\_\_\_

Method of Disposal: Auction

*all*  
\_\_\_\_\_  
Department Head

3-17-17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

TRANSFER OF ASSET

This asset should be transferred to Loc./Dept.: \_\_\_\_\_

\_\_\_\_\_  
Transferring Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Receiving Department Head

\_\_\_\_\_  
Date

Use reverse side of this form for comments, if any.

# MFD. BY FORD MOTOR CO. IN U.S.A.

DATE: 06/00

GVWR: 6050LB / 2744KG

FRONT GAWR: 2950LB

REAR GAWR: 3500LB

1338KG

WITH

1587KG

WITH

P235/70R16SL

TIRES

P235/70R16SL

TIRES

16X7.0J

RIMS

16X7.0J

RIMS

AT 241 kPa/35

PSI COLD

AT 241 kPa/35

PSI COLD

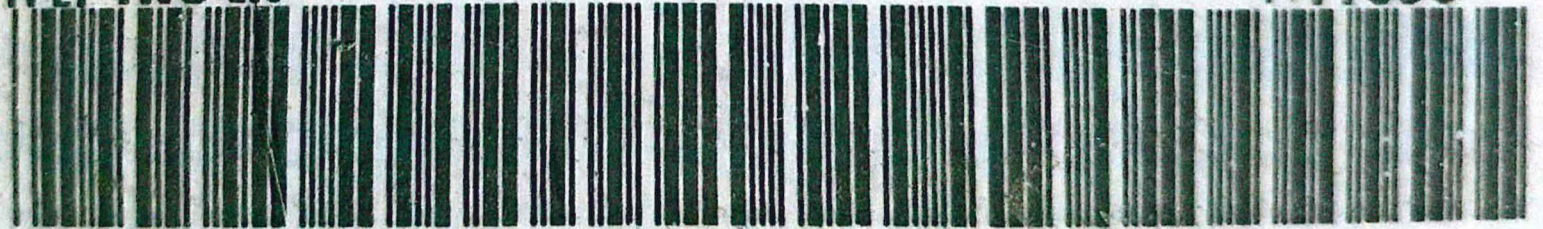
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1FTRF17WXYNC23120

TYPE: TRUCK

F0109

T1356



EXT PNT: YZ

IRC: 21

DSO:

WB BRK

INT TR

TP/PS

R

AXLE

TR

SPR

OF516

139

B

A2

7

18

U

NB

M3A

UTC

▽

F85R-1520472-AB

#  
203

### City of Fruitland Park - Fixed Asset Form

Please complete the following for all accounts

Asset Description:	<u>1986 Chevy Army Surplus Flatbed truck</u>
Location/Department:	<u>Public Works</u>
Asset ID Number:	_____

ADDITIONS TO FIXED ASSETS

Purchase Method: (Circle One)

Budgeted      Donation      Forfeiture      Grant      Trade

Invoice Number: \_\_\_\_\_

Invoice Must be Attached

Purchase Price: \_\_\_\_\_

P.O. Number: \_\_\_\_\_

Accessories: \_\_\_\_\_

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

Shipping: \_\_\_\_\_

Serial Number: \_\_\_\_\_

TOTAL COST: \_\_\_\_\_

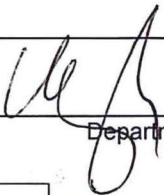
Org./Obj. Code: \_\_\_\_\_

REQUEST FOR DISPOSAL

Reason for Disposal: Truck 205 is a Army Surplus truck the transmsion and fly wheel are bad and the electrical system has burned also.

Date of Disposal: \_\_\_\_\_

Method of Disposal: Auction

  
\_\_\_\_\_  
Department Head

3-17-17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager      \_\_\_\_\_  
Date

TRANSFER OF ASSET

This asset should be transferred to Loc./Dept.: \_\_\_\_\_

\_\_\_\_\_  
Transferring Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Receiving Department Head

\_\_\_\_\_  
Date

Use reverse side of this form for comments, if any.

CHEVROLET

UNITED STATES PROPERTY

VEHICLE	PAYLOAD	GROSS
CURB WEIGHT	MAX.	WEIGHT MAX.
05900 LBS.	02900 LBS.	08800 LBS.

MFRS. V.I.N. 1G62D34N56E40464

MAKE AND MODEL CHEVROLET 60-309034

STOCK NO. 2320-01-123-6827

DATE OF MFR 05/86

REGISTRATION NO. NG2DHS

CONTRACT NO. DAAE07-82-C-4060  
 WARRANTY 12,000 MILES / 12 MONTHS  
 Part No. 14067760

*OLD  
 ARMY TRUCK  
 # 205*

### City of Fruitland Park - Fixed Asset Form

Please complete the following for all accounts

Asset Description:	<u>2000 F-150 Pickup Truck</u>
Location/Department:	<u>Public Works</u>
Asset ID Number:	_____

ADDITIONS TO FIXED ASSETS

Purchase Method: (Circle One)

Budgeted      Donation      Forfeiture      Grant      Trade

Invoice Number: \_\_\_\_\_

Invoice Must be Attached

Purchase Price: \_\_\_\_\_

P.O. Number: \_\_\_\_\_

Accessories: \_\_\_\_\_

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

Shipping: \_\_\_\_\_

Serial Number: \_\_\_\_\_

TOTAL COST: \_\_\_\_\_

Org./Obj. Code: \_\_\_\_\_

REQUEST FOR DISPOSAL

Reason for Disposal: Truck 200 is a 2000 Ford Pickup this truck has engine issues and no A/C

Date of Disposal: \_\_\_\_\_

Method of Disposal: Auction



Department Head

3-17-17

Date

City Manager

Date

TRANSFER OF ASSET

This asset should be transferred to Loc./Dept.: \_\_\_\_\_

Transferring Department Head

Date

Receiving Department Head

Date

Use reverse side of this form for comments, if any.

MFD. BY FORD MOTOR CO. IN U.S.A.

DATE: 06/00

GVWR: 6050LB / 2744KG

FRONT GAWR: 2950LB

REAR GAWR: 3500LB

1338KG

WITH

1587KG

P235/70R16SL

TIRES

P235/70R16SL

16X7.0J

RIMS

16X7.0J

AT 241 kPa/35

PSI COLD

AT 241 kPa/35

# 200

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1FTRF17W8YNC23083

TYPE: TRUCK

FO  
T13



EXT PNT: YZ

RC: 21

DSO:

WB BRK

INT TR

TP/PS

R

AXLE

TR

SPR

OF

139 B

A2

7

18

U

NB

MO

UTC

▽ F85B-152





# CITY OF FRUITLAND PARK FIXED ASSET FORM



Please complete the following for all accounts:

FY 2016/2017

<b>ASSET DESCRIPTION:</b>	<u>2010 Chevrolet Impala</u>
<b>LOCATION/ DEPARTMENT:</b>	<u>Police Department</u>
<b>ASSET ID NUMBER:</b>	<u>Vehicle 534</u>

**ADDITIONS TO FIXED ASSETS**

PURCHASE METHOD (Circle One)

**BUDGETED      DONATION      GRANT      TRADE      FORFEITURE**

<b>INVOICE #:</b> _____ <small>(INVOICE MUST BE ATTACHED!)</small>	<b>VENDOR:</b> _____
<b>PURCHASE PRICE:</b> _____	<b>P.O. NUMBER:</b> _____
<b>ACCESSORIES:</b> _____	<b>PURCHASE DATE:</b> _____
<b>SHIPPING:</b> _____	<b>SERIAL NUMBER:</b> <u>2G1WD5EMOA1119821</u>
<b>TOTAL COST:</b> \$ _____ - _____	<b>ORG/OBJ CODE:</b> _____

**REQUEST FOR DISPOSAL**

**REASON FOR DISPOSAL:** Vehicle has high milage, mechanical problems and is not worth repairing

**DATE OF DISPOSAL:** \_\_\_\_\_

**METHOD OF DISPOSAL:** On-Line Auction

 Mike Fewless	<u>3-14-17</u>		
(DEPARTMENT HEAD)	(DATE)	(CITY MANAGER)	(DATE)

**TRANSFER OF ASSET**

THIS ASSET SHOULD BE TRANSFERRED TO LOC / DEPT: \_\_\_\_\_

(TRANSFERRING DEPARTMENT HEAD)	(DATE)	(RECEIVING DEPARTMENT HEAD)	(DATE)

**COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(USE REVERSE SIDE OF THIS FORM FOR ADDITIONAL COMMENTS, IF ANY.)



**AGENDA ITEM  
NUMBER  
6b**

## **AGENDA ITEM SUMMARY SHEET**

(Revised)

<b>ITEM TITLE:</b>	Resolution 2017-013 – Library Construction Grant		
<b>For the Meeting of:</b>	March 23, 2017		
<b>Submitted by:</b>	City Manager/Fruitland Park Library Director		
<b>Date Submitted:</b>	March 13, 2017		
<b>Are Funds Required:</b>		Yes	<input checked="" type="checkbox"/> No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b>	Library Construction Grant Agreement 17-PLC-03 for \$500,000		
<b>Action to be Taken:</b>	Adopt Resolution 2017-013		
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the  Regular  Consent agenda: \_\_\_\_\_  
Mayor

**RESOLUTION 2017-013**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PUBLIC LIBRARY CONSTRUCTION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND CITY OF FRUITLAND PARK FOR AN ON BEHALF OF FRUITLAND PARK PUBLIC LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland submitted a grant application, has met all eligibility requirements and has been awarded a \$500,000 Library Construction Grant by the Division of Library and Information Services of the State of Florida; and

**WHEREAS**, it is necessary to enter into an agreement setting forth the terms and conditions of the grant award; and

**WHEREAS**, the City of Fruitland Park finds it in the public interest to enter into the Public Library Construction Grant Agreement; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to enter into the Public Library Construction Grant Agreement with the State of Florida.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. The Public Library Construction Grant Agreement between the State of Florida, Department of State and City of Fruitland Park for and on behalf of Fruitland Park Public Library, 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 23<sup>rd</sup> day of March 2017, by the City Commission of the City of Fruitland Park, Florida.

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

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CHRIS CHESHIRE, MAYOR

ATTEST:

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ESTHER COULSON, CITY CLERK

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

Approved as to form:

---

Anita Geraci-Carver, City Attorney

**PUBLIC LIBRARY CONSTRUCTION GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
CITY OF FRUITLAND PARK  
for and on behalf of  
FRUITLAND PARK PUBLIC LIBRARY**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the City of Fruitland Park hereinafter referred to as the "Grantee."

The Grantee has submitted a grant application and has met all eligibility requirements and has been awarded a Library Construction Grant (CSFA 45.020) by the Division: grant number 17-PLC-03 for the project "Fruitland Park Public Library," in the amount of \$500,000. Funds for this grant have been appropriated in the FY2016-17 General Appropriations Act on line 3097A. The Division has the authority to administer this grant in accordance with Section 257.191, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "Fruitland Park Public Library," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Construct a new 12,000 square foot Fruitland Park Public Library. All project work will be completed under the supervision of a licensed architect or licensed contractor.

Install a Florida Historical Marker on the site of the new library facility to commemorate the history of the Casino and its role in Fruitland Park's history (See Attachment B).

Develop, produce and install interpretive displays in the new library highlighting the history of the Casino and Fruitland Park (See Attachment C).

All tasks associated with the project, will be performed by June 1, 2020.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1:

- The first payment will be a fixed price in the amount of 20% percent (\$100,000) of the grant award. The Grantee will have:
  1. Contacted the State Historical Marker Coordinator with the Department of State, Division of Historical Resources, to initiate the application and review process.
  2. Coordinated with a consultant or other professional to develop an interpretation plan for the displays in the new library highlighting the history of the Casino and Fruitland Park.

The performance measure documenting satisfactory completion of Deliverables will be:

1. Documentation of contact with the State Historical Marker Coordinator including a copy of the completed application with review comments.
2. Notification of the selection of the consultant or other professional provided to the Division of Historical Resources.
3. A copy of the interpretation plan.

Payment 2:

- The second payment will be a fixed price in the amount of 20% percent (\$100,000) of the grant award. The Grantee will have completed at least 30% of the project prior to payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 30% of the project completed.

Payment 3:

- The third payment will be a fixed price in the amount of 20% percent (\$100,000) of the grant award. The Grantee will have completed at least 60% of the project prior to payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 60% of the project completed.

Payment 4:

- The fourth payment will be a fixed price in the amount of 20% percent (\$100,000) of the grant award. The Grantee will have completed 100% of the project prior to payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent

(see Appendix 1), showing 100% of the project completed, including all retainage amounts paid.

Payment 5:

- The fifth payment will be a fixed price in the amount of 20% percent (\$100,000) of the grant award. The Grantee will have:
  1. Completed all project and agreement obligations prior to payment including submission of a Library Construction Closeout Report (see Section 9) that certifies that all project funds have been expended and the project has been closed out.
  2. Installed a Florida Historical Marker on the site of the new library facility.
  3. Developed, produced, and installed the interpretive displays in the new library highlighting the history of the Casino and Fruitland Park.

The performance measure documenting satisfactory completion of Deliverables will be:

1. Acceptance of the Library Construction Closeout Report by the Division.
  2. Photographs documenting installation of the Florida Historical Marker on the site of the new library facility.
  3. The final text of the panels of the interpretive displays that incorporates the Division of Historical Resources draft comments.
  4. Photographs documenting installation of the interpretive displays in the new library.
- c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and titled Attachment A). All expenditures for this agreement shall be in accordance with this budget (Attachment A).
- d) **Change Orders.** Should grant expenditures exceed the budgeted category amount by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

**2. Length of Agreement.** This Agreement shall begin on **July 1, 2016** and shall end **June 1, 2020** unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than 30 days prior to the termination date of this Agreement.

**3. Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any

change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station #9D  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6620  
Facsimile: 850.245.6643  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Jo-Ann Glendenning, Library Director  
Fruitland Park Public Library  
205 West Berckman Street  
Fruitland Park, Florida 34731  
Phone: 352.360.6561  
Facsimile: 352.360.6691  
Email: jglendinning@lakeline.lib.fl.us

**4. Grant Payments.** All grant payments are requested by submitting a Public Library Construction Payment Request form. The Public Library Construction Payment Request form is available on the Division's website at [info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/](http://info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/). The total grant award shall not exceed \$500,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

- a) The first payment will be 20% of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
- b) The second payment will be 20% of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
- c) The third payment will be 20% of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
- d) The fourth payment will be 20% of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
- e) The fifth payment will be 20% of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.



- 5. Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf). The form also includes tools and information that allow you to check on payments.
- 6. Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**
- 7. Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Grant Agreement Amendment Request form with the Division. Changes that are agreed upon shall be valid only when in writing, signed by each of the parties and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, the grant award is subject to partial or complete refund to the State of Florida and this agreement is subject to termination. The Grant Agreement Amendment Request is available on the Division's website at [info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/](http://info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/).
- 8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

  - a) First payment will be withheld if Deliverables are not satisfactorily completed.
  - b) Second payment will be withheld if Deliverables are not satisfactorily completed.
  - c) Third payment will be withheld if Deliverables are not satisfactorily completed.
  - d) Fourth payment will be withheld if Deliverables are not satisfactorily completed.
  - e) Fifth payment will be withheld if Deliverables are not satisfactorily completed.
- 9. Grant Reporting Requirements.** The Grantee must submit a progress report every six (6) months until the project is completed. At the completion of the project, the Grantee must submit a Library Construction Closeout Report. The Progress Report form and the Library Construction Closeout Report form are available on the Division's website at [info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/](http://info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/).

**10. Matching Funds.** Matching funds must equal the grant amount, dollar for dollar. Upon request, the Division will waive the financial matching requirements on grants for Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*.

**11. Grant Completion Deadline.** The grant completion deadline is **June 1, 2020**. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 120 days unless the Grantee can demonstrate extenuating circumstances as described in Section 12 of this Agreement.

**12. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee and prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

**13. Credit Line(s) to Acknowledge Grant Funding.** Each construction project shall display a project identification sign in a prominent location at the project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and contain the following acknowledgment of grant assistance:

- a) “This project is sponsored in part by the Department of State, Division of Library and Information Services and the State of Florida” (Section 286.25, *Florida Statutes*).
- b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project identification signs are not allowable project costs.

**14. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are available online at [myfloridacfo.com/aadir/reference\\_guide/](http://myfloridacfo.com/aadir/reference_guide/). In addition, the following are not allowed as grant or matching expenditures:

- a) In-kind services.
- b) Routine maintenance costs of project signs.
- c) Completion of any of the Division of Historical Resources mitigation activities.

**15. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the *Reference Guide for State Expenditures*.

**16. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

**17. Operation and Use of Facility.** A facility that will be constructed, remodeled or expanded using state grant funds must be maintained as a public library for a period of 20 years. Failure to maintain the facility exclusively as a public library for the 20-year period will result in repayment of all or a portion of the grant funds. The 20-year period begins on the date of project closeout. If the facility is not maintained as a public library for the 20-year period and release from the unconditional use requirement has not been requested and approved, the repayment schedule is as follows:

- a) For each year that the facility is maintained as a public library, reduce the amount to be repaid by 5%, i.e., 1 year – 95% of the grant funds, 5 years – 75% of the grant funds, 10 years – 50% of the grant funds, etc.
- b) If the facility is not maintained as a public library for an entire year, the amount to be repaid will be prorated based on the number of months the facility was not maintained as a public library, rounded to the next whole month.

Release from the unconditional use requirement may be requested and will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. The request shall be submitted in writing to the Director of the Division of Library and Information Services.

- 18. Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Sections 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation (Bureau), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 4 of this Agreement.
- 19. Single Audit Act.** Each grantee, other than a grantee that is a state agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment D for additional information regarding this requirement.
- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained until five (5) fiscal years after the litigation, audit or claim has been resolved.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's Final Report at the end of the Grant Period.

**24. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

**25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

**26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**27. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

**28. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**29. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

**30. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 24, Noncompliance.
- 32. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 34. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 35. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 36. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

**37. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:

1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

**38. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

**39. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

**40. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

**41. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**42. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.



**43. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**44. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Historical Marker Installation (Attachment B)
- d) Interpretative Displays (Attachment C)
- e) Federal and State of Florida Single Audit Act Requirements (Attachment D), including Exhibit 1
- f) Schedule of Contract Values (Appendix 1)

**In acknowledgment of Grant Number 17-PLC-03, provided for from funds appropriated in the FY2016-17 General Appropriation Act in the amount of \$500,000, the Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

Grantee:

Department of State:

By: \_\_\_\_\_  
Authorized Official for the Grantee

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

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A

Estimated Project Budget

IV. ESTIMATED COST OF PROJECT

A. Funds By Category (Indicate project cost by applicable categories):

1. Architect's fees (include planning costs)	\$ <u>TBD</u>
2. Site acquisition	\$ <u>TBD</u>
3. Acquisition cost of building	\$ <u>TBD</u>
4. New construction	\$ <u>\$1,600,000</u>
5. Expansion of existing building	\$ <u>N/A</u>
6. Remodeling of existing building	\$ <u>N/A</u>
7. Initial equipment	\$ <u>TBD</u>
8. Other (specify)	\$ <u>TBD</u>
9. TOTAL (Must equal B.4)	\$ <u>\$1,600,000</u>

B. Source of Funds:

1. Local funds available	\$ <u>\$1,100,000</u>
2. Amount of funds requested from the Public Library Construction Grant Program (State General Revenue)	\$ <u>\$500,000</u>
3. Amount of funds requested from other State sources	\$ <u>0</u>
4. TOTAL (Must equal A.9)	\$ <u>\$1,600,000</u>

**ATTACHMENT B**  
**Historical Marker Installation**

The project will be required to install a Florida Historical Marker on the site of the new library facility to commemorate the history of the Casino and its role in Fruitland Park's history. No grant or matching funds should be used to purchase or install the historic marker.

- a. The city will contact the State Historical Marker Coordinator with the Division of Historical Resources, to initiate the application and review process within six months of the start of the grant award agreement.
- b. Following review and approval by the State Historic Marker Council, the city will purchase the official State of Florida Historical Marker for installation following completion of construction.
- c. The Historical Marker must be installed before the fifth payment will be made on this agreement.

**ATTACHMENT C**  
**Interpretative Displays**

The project will be required to develop, produce, and install interpretive displays in the new library highlighting the history of the Casino and Fruitland Park. No grant or matching funds should be used to develop, produce and install the interpretive displays.

- a. The city will provide an interpretation plan within six months of the grant award agreement.
- b. The city will develop the interpretation plan in coordination with a consultant or other professional qualified in Florida History and either museum studies or interpretive exhibit design. The city will notify the Division of Historical Resources once the consultant or qualified professional is selected by the city.
- c. The interpretive plan shall include at least six (6) high quality printed wall panels including educational text and historic photographs highlighting the history of Fruitland Park. At least one of the panels shall feature information about the history of the Fruitland Park Casino Building and its role in the founding of the town. Text panels must state that materials from the Casino were used in the construction of the new library and detail where in the new building that original Casino building materials were reused, for both their original purpose and how materials were repurposed.
- d. Panels must be placed in prominent and visible locations within the public areas of the new library.
- e. The Division of Historical Resources will provide comments and recommendations for text panels when they are in draft form, and the city shall incorporate these recommendations into the final text.
- f. The city will purchase the final panels for installation following completion of construction.
- g. The panels must be installed before the fifth payment will be made on this agreement.

## **ATTACHMENT D**

### **FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

#### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Agreement.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

## **PART II: STATE FUNDED**

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
[www.fldfs.com/](http://www.fldfs.com/)

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*



## EXHIBIT 1

### **FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

\$0

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable.

### **State resources awarded to the recipient pursuant to this agreement consist of the following:**

\$500,000

### **Matching resources for federal programs:**

Not Applicable.

### **Subject to section 215.97, *Florida Statutes*:**

Florida Department of State Public Library Construction Program, CSFA Number 45.020

### **Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.





## FLORIDA DEPARTMENT of STATE

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

March 10, 2017

Ms. Jo-Ann Glendinning, Director  
Fruitland Park Library  
205 West Berckman Street  
Fruitland Park, Florida 34731

Subject: Public Library Construction Grants – FY2016-17

Project: 17-PLC-03, Fruitland Park Public Library

Dear Ms. Glendinning:

The Division of Library and Information Services has been advised of a State General Revenue appropriation for Public Library Construction Grants for FY2016-17. I am pleased to inform you that the project identified above has been funded.

Enclosed are the Notification of Grant Award, grant agreements and Public Library Construction Grant Information Sheet. The Grant Information Sheet contains important details regarding your grant. Please check for any grant requirements that may be included under "Terms and Conditions" on the Notification of Grant Award.

Contact Marian Deeney, library program administrator, if you have any questions or need more information. She can be reached at [marian.deeney@dos.myflorida.com](mailto:marian.deeney@dos.myflorida.com) or 850.245.6620.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amy L. Johnson".

Amy L. Johnson, Director  
Division of Library and Information Services

ALJ/md

Enclosures



**PUBLIC LIBRARY CONSTRUCTION GRANTS  
NOTIFICATION OF GRANT AWARD  
Fiscal Year 2016-17**

**Recipient:**  
Fruitland Park Library  
205 West Berckman Street  
Fruitland Park, Florida 34731  
Ms. Jo-Ann Glendinning, Director

**Project Start Date:**  
July 1, 2016

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA #</u>	<u>AWARD</u>
Fruitland Park Public Library	17-PLC-03	45.020	\$500,000

**TERMS AND CONDITIONS**

As a part of the construction project, the recipient must:

1. Install a Florida Historical Marker on the site of the new library facility to commemorate the history of the Casino and its role in Fruitland Park's history.
2. Develop, produce and install interpretive displays in the new library highlighting the history of the Casino and Fruitland Park.

No grant or matching funds should be used to complete these two activities.

The following materials must be submitted to the Division for approval no later than **June 15, 2017:**

1. The specific location and a narrative evaluation of the site of the building to be constructed, expanded or remodeled that is prepared and signed by a professional librarian who has completed a library education program accredited by the American Library Association and functions as a building consultant. The professional librarian functioning as the building consultant may be a library staff member and may also be the project manager. The site evaluation should justify the choice of site considering:
  - a. Plans for future expansion or growth;
  - b. Community growth and traffic pattern projections for the future;
  - c. Adequacy of parking, taking into consideration local zoning and building codes or standards;
  - d. Ease of access to major pedestrian and vehicular traffic routes; and
  - e. The physical characteristics of the site.

2. A subsurface soil analysis. This analysis, which involves soil borings, is to assure that the site can support the weight of a library building. The analysis is required for the following:
  - a. New construction;
  - b. Expansion of an existing library facility onto previously unbuilt land, including parking lots; and
  - c. Projects involving an existing building that was not previously used as a library building.

If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.

3. Certification that the construction project will be in compliance with Federal Executive Order 11988: Floodplain Management, as amended by Executive Order 12148, including certification that the use of flood plains in connection with the construction will be avoided as far as practicable.

If problems are identified, the Division must be informed of how the problems will be corrected.

4. Certification by the grantee's governing body, such as a resolution or a signed document from the person or position designated by the grantee's governing body in the resolution submitted with the application, that the grantee will competitively award construction contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiations. This also includes contracts for construction management services or design-build contracts. Such awards to private sector contractors must be permitted by applicable municipal or county ordinance, by special district resolution or by state law, including Section 255.20, Florida Statutes. If competitive negotiations are used, the award shall be in accordance with Section 287.055, Florida Statutes.

The following materials must be submitted to the Division no later than 30 days prior to the construction project being let for bid or the Guaranteed Maximum Price being awarded. This includes contracts for construction management services and design-build contracts.


1. Final floor plan with furnishings and equipment;
2. Final site plan; and
3. Final elevations.

Submit one set of specifications and two sets of drawings prepared by a licensed architect. One set of these plans shall be 24" x 36" or 30" x 42" and the other shall be 11" x 14".

If there are changes in the design or size of the building, the grantee shall provide revised floor plans, site plans and elevations to the Division.



**Amy L. Johnson, Director**  
**Division of Library and Information Services**



**Date**

Florida Department of State, Division of Library and Information Services  
500 South Bronough Street, Tallahassee, Florida 32399-0250, 850.245.6620

**Florida Department of State  
Division of Library and Information Services**

**PUBLIC LIBRARY CONSTRUCTION GRANT INFORMATION  
FY2016-17**

**GET YOUR PROJECT STARTED**

**Sign the Grant Agreement**

You have received two copies of the agreement for each project.

- ❑ Have an authorized official sign each copy (original signature required).
- ❑ Have one witness to the signature of the authorized official sign each copy (original signatures required). Do not insert a date on the copies; the Division will add it.
- ❑ Return both copies of the agreement to grants staff. The Division will return a signed and dated copy to you.

**OTHER IMPORTANT INFORMATION**

**Notification of Grant Award**

The Notification of Grant Award provides important information about your grant, including the project number, grant amount, Catalog of State Financial Assistance number, project start date, and project terms and conditions (if any). You should keep this information in your official project files.

**Grant Completion Deadline**

The grant completion deadline is June 1, 2019. The grant completion deadline is the date when the project is 100% complete and all grant and matching funds have been paid out. If an extension of the grant completion deadline is needed, the extension may not exceed 120 days unless extenuating circumstances can be demonstrated.

**Acknowledgement of Grant Funding**

Each construction project shall display a project identification sign in a prominent location at the project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable materials, and contain the following acknowledgment of grant assistance: "This project is sponsored in part by the Department of State's Division of Library and Information Services and the State of Florida" (Section 286.25, *Florida Statutes*).

## Grant Payments

Grant funds will be paid in five payments:

- ❑ The first payment, 20 percent of the grant award, will be made upon initiation of the Historical Marker application, selection of the consultant or other professional to develop the interpretation plan, development of the interpretation plan and after receipt and approval of all required documents.
- ❑ The second payment, 20 percent of the grant award, will be made upon expenditure of at least 30 percent of the construction contract and after receipt and approval of all required documents.
- ❑ The third payment, 20 percent of the grant award, will be made upon expenditure of at least 60 percent of the construction contract and after receipt and approval of all required documents.
- ❑ The fourth payment, 20 percent of the grant award, will be made upon expenditure of 100 percent of the construction contract and after receipt and approval of all required documents.
- ❑ The fifth payment, 20 percent of the grant award, will be made upon successful completion of the construction project, installation of the Florida Historical Marker, installation of the interpretive displays and after receipt and approval of all required documents.

Request grant payments by submitting a Public Library Construction Payment Request form. Payment request forms and supporting documentation must be submitted online using the Florida Libraries and Grants system at [fllibraries.org](http://fllibraries.org).

For most projects, grant payments will be sent electronically.

- ❑ If your governing agency has already completed form DFS-A1-26E, "Vendor Direct Deposit Authorization," and opted to receive payments electronically, then your Public Library Construction Grant payments will be electronically transmitted. Your organization will receive notification of electronic payment transmittal from the Division.
- ❑ If your governing agency is not yet set up to receive payments electronically from the state and wishes to do so, please complete form DFS-A1-26E, "Vendor Direct Deposit Authorization," and submit as directed. Otherwise, your grant checks will be mailed to your organization. The direct deposit form is located on the Department of Financial Services website at [myfloridacfo.com/division/aa/forms](http://myfloridacfo.com/division/aa/forms).

## Questions? Need more information?

Contact: Marian Deeney, Library Program Administrator  
Division of Library and Information Services  
500 South Bronough Street  
Tallahassee, Florida 32399-0250  
850.245.6620 voice  
850.245.6643 fax  
[marian.deeney@dos.myflorida.com](mailto:marian.deeney@dos.myflorida.com)



**AGENDA ITEM  
NUMBER**  
**6c**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Resolution 2017-014- Uniform Collection Agreement with the Office of the Lake County Tax Collector		
<b>For the Meeting of:</b>	March 23, 2017		
<b>Submitted by:</b>	City Attorney		
<b>Date Submitted:</b>	March 14, 2017		
<b>Are Funds Required:</b>		Yes	
<b>Account Number:</b>			
<b>Amount Required:</b>			
<b>Balance Remaining:</b>			
<b>Attachments:</b>	Resolution 2017-014; Uniform Collection Agreement		
<b>Description of Item:</b> The Uniform Collection Agreement authorizes the tax collector to collect and enforce the collection of the non-ad valorem special assessment. It also provides that the city will compensate the tax collector the actual costs of collection, not to exceed two percent on the amount of the assessment collected. The sets forth the city's responsibilities in providing information to the tax collector so the amount can be included on the tax bill. It also sets forth the tax collector's responsibilities relating to collection.			
<b>Action to be Taken:</b> Motion to Adopt Resolution 2017-014 approving Uniform Collection Agreement			
<b>Staff's Recommendation:</b> Approval			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_

Authorized to be placed on the  Regular  Consent agenda: \_\_\_\_\_  
Mayor



## RESOLUTION 2017-014

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE UNIFORM COLLECTION AGREEMENT BETWEEN THE OFFICE OF THE LAKE COUNTY TAX COLLECTOR AND THE CITY OF FRUITLAND PARK, FLORIDA FOR COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland is contemplating the imposition of non-ad valorem special assessments for the provision of fire services within the City beginning with Fiscal Year 2017-18; and

**WHEREAS**, if the City imposes such an assessment, then the City intends to use the uniform method for collecting non-ad valorem assessments for the cost of providing fire services to property within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, because this method will allow such special assessments to be collected annually commencing in November 2017, in the same manner as provided for ad valorem taxes; and

**WHEREAS**, it is necessary to enter into an agreement with the tax collector to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of the non-ad valorem special assessments, and provide for compensation for the cost of collection; and

**WHEREAS**, the parties desire to set forth the terms and conditions of its agreement; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to enter into the Uniform Collection Agreement with the Lake County Tax Collector.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Uniform Collection Agreement between the Office of the Lake County Tax Collector by and through the Honorable Bob McKee, Tax Collector and the City of Fruitland Park, Florida, **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 COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

\_\_\_\_\_  
CHRIS CHESHIRE, MAYOR

ATTEST:

\_\_\_\_\_  
ESTHER COULSON, CITY CLERK

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

Approved as to form:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

## UNIFORM COLLECTION AGREEMENT

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THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Fruitland Park ("Municipality") whose address is 506 W. Berckman Street, Fruitland Park, Florida 34731, and the Office of the Lake County Tax Collector, by and through the Honorable Bob M<sup>c</sup>Kee, Lake County Tax Collector, whose address is 320 W. Main Street, Tavares, Florida 32778 ("Tax Collector").

### SECTION I: Findings and Determinations

The parties find and determine:

1. The Municipality is authorized to impose and levy, and by appropriate resolution has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem assessments for the provision of fire services (hereinafter "Assessment") (Resolution 2016-047) within the Municipality, as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
2. The term "Assessment" means those certain levies by the Municipality, which purport to constitute non-ad valorem special assessments for the provision of fire services. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by the Municipality and if it is apportioned to the property fairly and reasonably.
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies.
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology.
5. The uniform methodology provides for more efficiency of collection by virtue of the "Assessment" being on the official tax notice issued by the Tax Collector, which will produce positive economic benefits to the Municipality and its citizens and taxpayers.
6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability.
7. The Tax Collector, as the State Constitutional Officer for the Lake County political subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the "Assessment".

8. The sole and exclusive responsibility to determine, impose and levy the "Assessment" and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment is that of the Municipality and no other person, entity or officer.

## **SECTION II: General**

1. Section 2, Article VIII, Florida Constitution; Section 166.021, Florida Statutes; Sections 197.3631, .3632 and .3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by the Municipality of its local self-government power to render and pay for municipal services.
2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to the Tax Collector in his capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by the City of Fruitland Park, a Municipality of the Lake County political subdivision of the State of Florida.
3. Section 197.3631, Florida Statutes, constitutes supplemental authority for the Municipality to levy non-ad valorem assessments including such non-ad valorem special assessments as the "Assessment" and related systems, facilities and services.
4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to the Municipality and to the Tax Collector in and for Lake County, as well as the Department of Revenue.

## **SECTION III: Purpose**

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of certain non-ad valorem special assessments, the "Assessment", levied by the Municipality to include compensation by the Municipality to the Tax Collector for the cost of collection pursuant to Section 197.3632(8)(c), Florida Statutes and payment by the Municipality of any costs involved in separate mailings because of non-merger of any non-ad valorem special assessment roll as certified by the City of Fruitland Park or its designee, pursuant to Section 197.3632(7), Florida Statutes; and reimbursement by the Municipality for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in section 197.3632(2), Florida Statutes.

## **SECTION IV: Term**

The term of this Agreement shall commence upon execution, effective for the 2017 tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the Municipality shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of each calendar year, if the Municipality intends to discontinue to use the uniform methodology for such "Assessment" pursuant to Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue.

## **SECTION V: Duties and Responsibilities of the Municipality**

The Municipality agrees, covenants and contracts to:

1. Compensate the Tax Collector for the actual costs of collection, not to exceed two (2) percent, on the amount of the "Assessment" collected under the uniform methodology, pursuant to Sections 197.3632(8)(c), 192.091(2)(b)2, Florida Statutes, and 12D-18.004(2), Florida Administrative Code.
2. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by the Municipality pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
3. The Municipality shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform methodology pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
4. By September 15th of each calendar year, the Municipality shall certify, using DR Form 408A, to the Tax Collector the non-ad valorem special assessment ("Assessment") roll on compatible electronic medium, tied to the property parcel identification number and otherwise in conformance with the ad valorem tax rolls submitted by the Property Appraiser in July to the Department of Revenue. The Municipality or its agent on behalf of the Municipality shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem special assessment roll and shall exercise its responsibility that such non-ad valorem special assessment roll be free of errors and omissions. Section 197.3632(5), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.
5. The Municipality agrees to abide by and implement its duties in connection with or related to the uniform methodology pursuant to Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable State and Federal laws, regulations and rules.
6. The Municipality acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the Municipality's "Assessment" and that it is the sole responsibility and duty of the Municipality to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the "Assessment".

7. The Municipality shall, to the extent permitted by Section 768.28, Florida Statutes, indemnify and hold harmless the Tax Collector to the extent of any action which may be filed in local, state or federal courts or with administrative agencies against the Tax Collector relating to this Agreement; the Municipality shall pay for or reimburse the Tax Collector for all attorney's fees, expenses and court costs in connection with any such action including all levels of appeal, mediation and alternative dispute resolution or administrative proceedings. In the event that the Tax Collector is joined in any lawsuit relating to or arising out of any matter that is the subject of this Agreement, the Municipality agrees to defend the Tax Collector through counsel acceptable to and selected by the Tax Collector. If the Municipality fails to timely retain legal counsel acceptable to the Tax Collector in said action, the Tax Collector shall have the right to retain legal counsel for the defense of said action and to recover from the Municipality all attorney's fees, expenses and court costs incurred by the Tax Collector in the defense of said action.

### **SECTION VI: Duties of the Tax Collector**

1. The Tax Collector shall merge timely the legally certified "Assessment" roll of the Municipality with all non-ad valorem special assessment rolls, merge said rolls with the tax roll, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the county political subdivision, pursuant to sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the Municipality, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform methodology for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
2. The Tax Collector shall collect the "Assessment" of the Municipality as certified by the Municipality Commission, or its designee, to the Tax Collector no later than September 15<sup>th</sup> of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408A, and free of errors and omissions.
3. The Tax Collector agrees to cooperate with the Municipality in implementation of the uniform methodology for collecting the "Assessment" pursuant to sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the "Assessment" of the Municipality that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
4. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request the Municipality to file a corrected roll or a correction of the amount of any assessment and the Municipality shall bear the cost of any such error or omission.
5. If the Tax Collector determines that a separate mailing is authorized pursuant to section 197.3632(7), Florida Statutes, and any applicable State laws, regulations and rules, and any successor provision to said laws, regulations and rules, the Tax Collector shall either mail a

separate notice of the particular non-ad valorem special assessment ("Assessment") or shall direct the Municipality to mail such a separate notice at the Tax Collector's sole discretion. In making this decision, the Tax Collector shall consider all costs to the Municipality and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is affected, the Municipality shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, upon timely billing by the Tax Collector.

## SECTION VII

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise specifically provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.
3. This agreement shall be governed by the laws of the State of Florida.
4. In the event that either party retains an attorney relating to a dispute between the parties to this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party, all attorney's fees and costs incurred in connection therewith (including all levels of appeal, administrative proceedings and alternative dispute resolution proceedings).
5. Any written notice associated with this Agreement shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

- a. As to the Tax Collector:

Bob McKee  
Lake County Tax Collector  
320 West Main Street  
P.O. Box 327  
Tavares, Florida 32778

- b. As to the Municipality:

City of Fruitland Park  
506 W. Berckman Street  
Fruitland Park, FL 34731

Collection Agreement between the City of Fruitland Park, Florida and Bob McKee, Lake County Tax Collector; for the provision of fire services.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF FRUITLAND PARK through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, and Bob McKee, Lake County Tax Collector duly authorized to execute same.

**ATTEST**

Christina Carpenter  
Christina Carpenter  
Director of Tax Services

**LAKE COUNTY TAX COLLECTOR**

By: Bob McKee  
Bob McKee, Tax Collector

Date: 3-7-17

**ATTEST:**

\_\_\_\_\_

**CITY OF FRUITLAND PARK, through its  
CITY COMMISSION**

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

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





**AGENDA ITEM  
NUMBER  
6d**

## SUPPLEMENTAL AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Resolution 2017-015 – Library Construction Contracts Competitive Award		
<b>For the Meeting of:</b>	March 23, 2017		
<b>Submitted by:</b>	City Manager/Fruitland Park Library Director/City Attorney		
<b>Date Submitted:</b>	March 21, 2017		
<b>Are Funds Required:</b>		Yes	<input checked="" type="checkbox"/> No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b>			
<b>Action to be Taken:</b>	Adopt Resolution 2017-015		
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_

City Manager

Authorized to be placed on the  Regular  Consent agenda: \_\_\_\_\_

Mayor

**RESOLUTION 2017-015**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DECLARING THE CITY OF FRUITLAND PARK WILL COMPETITIVELY AWARD CONSTRUCTION CONTRACTS FOR THE PUBLIC LIBRARY AND WILL COMPLY WITH FLORIDA LAW AS PROVIDED HEREIN; PROVIDING DIRECTIONS TO THE CITY MANAGER AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland submitted a grant application, has met all eligibility requirements and has been awarded a \$500,000 Library Construction Grant by the Division of Library and Information Services of the State of Florida; and

**WHEREAS**, a requirement of the grant is certification by the City of Fruitland Park's governing body that construction contracts will be competitively awarded for the project; and

**WHEREAS**, the City Commission previously awarded, in accordance with §287.055, Florida Statutes, a contract for architectural building design services for the public library; and

**WHEREAS**, the City Commission, in accordance with its Code and Florida law, intends to competitively award construction contracts for the public library.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. The City of Fruitland Park will competitively award construction contracts for the public library based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in responsive to a request for qualifications, or proposals submitted for competitive negotiations, including, but not limited to construction management services or design-build contracts. If competitive negotiations are used, the award will be in accordance with Section 287.055, Florida Statutes. The City will comply with Section 255.20, Florida Statutes, as applicable.

Section 2. The Commission directs the City Manager to submit a copy of this Resolution, after adoption, to the Division of Library and Information Services.

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 23<sup>rd</sup> day of March 2017, by the City Commission of the City of Fruitland Park, Florida.

SEAL

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

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CHRIS CHESHIRE, MAYOR

ATTEST:

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ESTHER COULSON, CITY CLERK

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

Approved as to form:

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Anita Geraci-Carver, City Attorney



**AGENDA ITEM  
NUMBER**

**8b**

## **AGENDA ITEM SUMMARY SHEET**

<b>ITEM TITLE:</b>	City Attorney Report		
<b>For the Meeting of:</b>	March 23, 2017		
<b>Submitted by:</b>	Anita Geraci-Carver, City Attorney		
<b>Date Submitted:</b>	March 23, 2017		
<b>Are Funds Required:</b>		Yes	<input checked="" type="checkbox"/> No
<b>Account Number:</b>			
<b>Amount Required:</b>			
<b>Balance Remaining:</b>			
<b>Attachments:</b>			

**Description of Item:** Please find below items to report to the City Commission.

**George Fernandez v. City of Fruitland Park:** A closed session meeting will be announced at the meeting for April 13, 2017 at 6:00 p.m.

**James and Rita Homonai v. Foster, Crenshaw and City of Fruitland Park.** – This case involves allegations of violations of civil rights, false arrest and false imprisonment and battery. The case originates from a traffic stop. Stephanie McCullough filed a Motion to Dismiss on 03/08/2017. Plaintiff's response is due 04/05/2017.

**Green v. City of Fruitland Park, Hunnewell, Isom & Isaacs.** – This case involves allegations of personal injuries sustained during an alleged false arrest by the City of Fruitland Police Department. Stephanie McCullough has been assigned to represent City, former Chief Isom and former Chief Isaacs. Mike Roper's office has been assigned to represent Mr. Hunnewell. A responsive pleading is due on April 7, 2017. Ms. McCullough is in the process of setting up meetings with the officers.

**Notice of Claim - Anthony Mancino:** This case involves allegations of false arrest for criminal charges which were dismissed by the State, an illegal search and seizure, and the dismissal of a civil forfeiture action filed by the City. Mr. Mancino initially requested \$50,000. His second demand is \$100,000. The Commission offered \$11,500 to settle the matter without admission of liability. Mr. Mancino has declined the City's offer. On March 1, 2017 I had a telephone conference with his attorney, Laura Hargrove. Ms. Hargrove will be sending me excerpts from transcripts of testimony taken during the civil forfeiture action. She also indicated that attorney's fees incurred in the civil forfeiture case were actually \$16,405.85 through October 2016. I have not received excerpts from the transcripts from Plaintiff's counsel.

**Notice of Claim – James Hartson:** This case involves an allegation of personal injuries sustained from a fall after being tazed. The City’s police officers did not utilize their tasers in this case. Litigation has been assigned by the City’s insurance company. Stephanie McCullough is representing the City and the named officers. A case has not been filed.

**Notice of Claim – Larry Odum:** Notice of Intent letter dated January 29, 2017 involves allegations that Ofc. John Matey left the City’s jurisdiction to effectuate an arrest on August 20, 2006 re: speeding and DUI. This case occurred more than 10 years ago. Stephanie McCullough has been assigned as the City’s attorney by the insurance company.

**Action to be Taken:**

**Staff’s Recommendation: N/A**

**Additional Comments:**

**Reviewed by:** \_\_\_\_\_

**Authorized to be placed on the Regular Consent agenda:** \_\_\_\_\_  
Mayor



<b>AGENDA ITEM NUMBER</b>  <b>9</b>
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## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Public Comments				
<b>For the Meeting of:</b>	March 23, 2017				
<b>Submitted by:</b>	City Clerk				
<b>Date Submitted:</b>	March 14, 2017				
<b>Are Funds Required:</b>			Yes	X	No
<b>Account Number:</b>	N/A				
<b>Amount Required:</b>	N/A				
<b>Balance Remaining:</b>	N/A				
<b>Attachments:</b>	Yes				
<b>Description of Item:</b>					
<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>					
<b>Action to be Taken:</b> None.					
<b>Staff's Recommendation:</b>					
<b>Additional Comments:</b>					

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