



## FRUITLAND PARK CITY COMMISSION REGUAR MEETING AGENDA

January 12, 2017

City Hall Commission Chambers

506 W. Beckman Street

Fruitland Park, FL 34731

6:00 p.m.

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

Invocation – Reverend Daryl Allen, Community United Methodist Church

Pledge of Allegiance - Police Chief Michael A. Fewless

**2. ROLL CALL**

**3. 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)

December 8, 2016 regular meeting minutes.

**(b) Resolution 2017-002 - Infrastructure Improvements - Poinsettia Avenue - ILA** (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND LAKE COUNTY RELATING TO POINSETTIA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

**(c) Resolution 2017-003 - Gardenia Park - DER - Agreement** (city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING DEP AGREEMENT NO. A17044 AND AGREEMENT NO. A17060 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF FRUITLAND PARK, FLORIDA TO PROVIDE FINANCIAL ASSISTANCE FOR GARDENIA PARK, PHASE I AND PHASE II; PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Resolution 2017-005 - P&Z Appointment – T. Bradley** (city clerk/city manager/community development director)

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

**4. LOCAL PLANNING AGENCY Recess 7:00 p.m. or Thereafter**

**5. REGULAR AGENDA**

- (a) **Emergency Reporting Software – Fire Department** (city manager/fire department chief)

Approval of an emergency reporting records management system for fire and emergency medical services quotation for \$3,006.90. (Said item was not earmarked as a line item in the FY 2016-17 budget.)

- (b) **Resolution 2017-004 – Budget Amendment BT2017-002 – FY 2016-17 – Emergency Reporting Software** (city manager/fire department chief/city treasurer/city attorney)  
Resolution forthcoming.

- (c) **Resolution 2017-001 - Non-Ad Valorem Assessment - Property Appraiser – Agreement** (city manager/city treasurer/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN CAREY BAKER, LAKE COUNTY PROPERTY APPRAISER AND THE CITY OF FRUITLAND PARK, FLORIDA FOR NON-AD VALOREM ASSESSMENTS ON TRIM NOTICE; PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Payment for CRA - FY 2016-17 Tax** (city treasurer)  
Approve payment from the general fund to the redevelopment fund for redevelopment taxes for FY 2016-17. (Tax calculations are based on increase in property value over the base year 1994 divided by 1,000 (\$23,736) times the millage (3.9863), times 95% with a total of \$89,888).

- (e) **2017 Priorities – Discussion** (city manager)

**PUBLIC HEARING**

- (f) **Second Reading and Public Hearing – Ordinance 2016-029 Solid Waste Rates Increase** (city treasurer/city attorney)

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; AMENDING SECTION 99.40, IN CHAPTER 99 OF THE CODE OF ORDINANCES TO INCREASE REFUSE COLLECTION FEES BY 2% EFFECTIVE JANUARY, 2017; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR

SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (First reading was held on December 8, 2016.)

**(g) Second Reading and Public Hearing – Ordinance 2016-030 Moratorium – Marijuana Dispensaries** (city attorney)

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE CORPORATE LIMITS OF THE CITY OF FRUITLAND PARK PROHIBITING MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on December 8, 2016.)

**END OF PUBLIC HEARING**

**QUASI-JUDICIAL PUBLIC HEARING**

**(h) First Reading – Quasi-Judicial Public Hearing - Ordinance 2017-002 – Boundary Amendment** (community development director/city attorney)

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 0.33 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND EAST OF LAKE JOSEPHINE DRIVE; 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 second reading will be held on January 26, 2017.)

**(i) First Reading – Quasi-Judicial Public Hearing - Ordinance 2017-003 – Comprehensive Plan Amendment** (community development director/city attorney)

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 0.33± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND EAST OF LAKE JOSEPHINE DRIVE;

AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 26, 2017.)

**(j) First Reading – Quasi-Judicial Public Hearing - Ordinance 2017-004 - Rezoning** (community development director/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.33 ± ACRES OF THE PROPERTY FROM LAKE COUNTY MIXED RESIDENTIAL DISTRICT (R-7) TO NEIGHBORHOOD COMMERCIAL (C-1) 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 second reading will be held on January 26, 2017.)

**END OF QUASI-JUDICIAL PUBLIC HEARING**

**7. NEW BUSINESS**

**8. PUBLIC COMMENTS**

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

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

**9. OFFICERS' REPORTS**

**(a) City Manager**

- i. Introduction – Ms. Lori Davis, Code Enforcement Officer**
- ii. Casino Building Demolition Discussion**
- iii. Fruitland Park Library Director**
- iv. Fire Department Volunteers**

**(b) City Attorney**

**10. COMMISSIONERS' COMMENTS**

**(a) Commissioner Ranize**

- (b) **Commissioner Lewis**
- (c) **Commissioner Bell**
- (d) **Vice Mayor Gunter, Jr.**

**11. MAYOR'S COMMENTS**

- **Proclamation for the Record** - *School Choice Week in Fruitland Park* - January 22-28, 2017 (requested by Andrew Campanella, National School Choice Week President).

**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.

January 23, 2017 – MLK - City Hall Closed

January 13, 2017 – LCLC *Annual Organizational Meeting*, Lake Receptions 4425 N Highway 19-A, Mount Dora, FL 32757 at 12:00 noon

January 19, 2017 – Regular Commission Meeting at 6:00 p.m.

January 25, 2017, Lake~Sumter MPO Governing Board Meeting , 1616 S 14 Street, Leesburg, FL 34748 at 2:00 p.m.

February 9, 2017 – Regular Commission Meeting at 6:00 p.m.

February 22, 2017, Lake~Sumter MPO Governing Board Meeting , 1616 S 14 Street, Leesburg, FL 34748 at 2:00 p.m.

February 23, 2017 - Regular Commission Meeting at 6:00 p.m.

March 9, 2017 – Regular Commission Meeting at 6:00 p.m.

March 23, 2017 - Regular Commission Meeting at 6:00 p.m.

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

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

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



**AGENDA ITEM  
NUMBER  
3a-d**

**CONSENT AGENDA ITEM SUMMARY SHEET**

<b>ITEM TITLE:</b>	Draft Minutes, Resolutions 2017-002, 2017-003, and 2017-005			
<b>For the Meeting of:</b>	January 12, 2017			
<b>Submitted by:</b>	City Clerk			
<b>Date Submitted:</b>	January 3, 2017			
<b>Are Funds Required:</b>	<input type="checkbox"/>	<input type="checkbox"/>	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>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>3.(a)</b> Approve the December 8, 2016 regular meeting minutes;  <b>3.(b)</b> Adopt Resolution 2017-002 Infrastructure Improvements – Poinsettia Avenue ILA;  <b>3.(c)</b> Adopt Resolution 2017-003 Gardenia Park Phase I (Project No A17044) and Phase II (Project No A17060) Department of Environmental Protection Agreements, and  <b>3.(d)</b> Adopt Resolution 2017-005 Planning and Zoning Appointment – T. Bradley (reviewed and accepted by city attorney)</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  
December 8, 2016**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, December 8, 2016 at 7:00 p.m.

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

**Also Present:** City Manager Gary La Venia, City Attorney Anita Geraci-Carver, Assistant City Treasurer Susan Parker; Police Chief Michael A. Fewless; Interim Fire Chief Don Gilpin; Lieutenant Tim Yoder, Fire Department; Community Development Director Charlie Rector, Public Works Director Dale Bogle; Ms. Ruthie Barker, Finance Clerk, and City Clerk Esther B. Coulson.

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

The Reverend The Reverend Dr. George Mulford III, Grace Bible Baptist Church, gave the invocation.

**Pledge of Allegiance**

Chief Fewless led in the Pledge of Allegiance to the Flag.

**2. ROLL CALL**

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

**3. PRESENTATIONS**

**(a) Special Recognition**

Mayor Cheshire acknowledged the difficult role of the mayor's position over the years (from November 3, 2004 to November 10, 2016); recognized and thanked Commissioner Bell for the work he has contributed for the city, and on behalf of the city commission, presented him with a plaque.

Commissioner Bell accepted the plaque with much appreciation; noted the city's growth, and recognized his wife Joyce Bell for her continued support over the years.

**(b) Board Member Appreciation**

On behalf of the city commission, Mayor Cheshire presented Mr. John Schaller with a plaque for volunteering on the Lake-Sumter Metropolitan Planning Organization Citizens' Advisory Committee member from December 12, 2013 to December 31, 2016.

Mr. Schaller expressed his appreciation to the city commission for the recognition. He mentioned his service of more than 20 years on the Planning and Zoning board as a member whilst being on the MPO CAC and anticipated that the members the

city commission choses will serve the city commission well as do the current members.

(c) **Proclamation - *Wreaths Across America***

In support of the city commission, Mayor Cheshire declared Saturday, December 17, 2016 as the official “Wreaths Across America Day” in Fruitland Park and on behalf of the city commission and citizens, the city honored, recognized and commended the American Legion Family of 219 for this patriotic tribute to America’s veterans.

Ms. Lucy McCann, John Gella Memorial Unit 219, American Legion, thanked the commission for the proclamation and invited the city commission and the public to attend the December 17, 2016 *Wreaths Across America* event at noon and indicated that there are wreaths for 125 veterans at Shiloh Cemetery.

After Vice Mayor Gunter made a donation for three wreaths, Ms. McCann acknowledged the presence of Ms. Diane Rousseau, Vice President, at this evening’s meeting.

**4. LOCAL PLANNING AGENCY meeting on or around 7:00 p.m.**

**By unanimous consent, the city commission recessed its meeting at 7:10 p.m. to the Local Planning Agency and reconvened at 7:23 p.m.**

**5. CONSENT AGENDA**

**On motion of Commissioner Ranize, seconded by Commissioner Bell and unanimously carried, the city commission took action on the following consent agenda items:**

(a) **Approved the November 10, 2016 regular meeting minutes as submitted;**

(b) **Adopted Resolution 2016-060 - Municipal Firefighters Pension Trust Fund - Firefighter Fire Department Category – Appointment – T. Luttfriing**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE MUNICIPAL FIRE FIGHTERS PENSION TRUST FUND OF THE CITY OF FRUITLAND PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

(c) **Adopted Resolution 2016-061 - Municipal Firefighters Pension Trust Fund – Residents: Commission-Appointed Category – Reappointment – C. Themm**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE MUNICIPAL FIRE FIGHTERS PENSION TRUST FUND OF**



**THE CITY OF FRUITLAND PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

- (d) **Adopted Resolution 2016-059 - LSMPO – BAC – Reappointment - M. Yoder**  
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER REPRESENTATIVE TO THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

and

- (e) **Adopted Resolution 2016-049 – Franchise Fee Agreement - City of Leesburg MOU**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA AUTHORIZING THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND THE CITY OF LEESBURG, FLORIDA AND PROVIDING AN EFFECTIVE DATE.**

**6. REGULAR AGENDA**

- (a) **2017 City Commission Meeting Schedule – Discussion**

The city commission discussed the 2017 meeting schedule.

Mayor Cheshire noted the commencement of the Fire Services Advisory Committee meetings; questioned holding future city commission meetings to 6:00 pm., and gave reasons on accessibility for citizens and staff.

**By unanimous consent, the city commission agreed to move its meeting to 6:00 p.m.**

Ms. Geraci-Carver read into the record the title of proposed Setting Commission Meetings Time Resolution 2016-062, the substance of which is as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, SETTING THE TIME FOR REGULAR MEETINGS OF THE COMMISSION TO 6:00 P.M.; AND PROVIDING FOR AN EFFECTIVE DATE.**

There being no one from the public, **and on motion of Commissioner Lewis, seconded by Commissioner Ranize and unanimously carried, the city commission adopted Resolution 2016-062 as previously cited.**

**By unanimous consent, the city commission accepted the 2017 city commission meeting schedule as corrected.**

**(b) Credit Card Vendor Selection – Online Payment System**

The city commission considered its action to select and approve a credit card vendor. (At the October 13, 2016 regular meeting, the city commission approved the implementation of the citizen self-service (online utility payments).)

After Ms. Barker gave a presentation outlining the online payment credit card procedures and options and following concerns raised by Commissioner Ranize, Mr. La Venia agreed to provide further information to the city commission on features to reduce the risks associated with payment to the system and whether hosting of the software program would take place on the city's server.

Following extensive deliberations and **on motion of Commissioner Lewis, seconded by Commissioner Ranize and unanimously carried, the city commission selected and approved retaining a contract with Govolution LLC (velocity electronic payment system) as the credit card online vendor, provided that qualifications are met on preventative measures to the server and submit same for city commission approval.**

**(c) Spillman Technologies Inc. – Records Management - Quotation**

The city commission considered its action to approve the price quotation from Spillman Technologies Inc. at a reduced cost of \$54,121 for a Records Management System for the police department. (Piggyback contract: the City of Mount Dora Police Department and the city attorney has reviewed and approved same to form.)

Chief Fewless recalled the July 11, 2016 budget workshop discussions citing reasons in and the advantages of purchasing the Spillman records management system for the police department from the capital project fund which he negotiated from \$100,000 to \$54,000.

After discussion, Chief Fewless responded to Commissioner Ranize's question that he plans to meet with Lake County Sheriff Gary S. Borders in one week regarding the city utilizing the sheriff's office's call-in-report writers 24/7.

Following further deliberations, **and on motion of Commissioner Ranize, seconded by Commissioner Lewis and unanimously carried, the city commission approved the price quotation from Spillman Technologies Inc. as previously cited.**

At Mr. La Venia's request, Chief Fewless referred to the State of Florida Department of Law Enforcement Criminal Justice Information Services' letter dated November 28, 2016 regarding its findings of the recent technical audit conducted at the police department that it is in compliance of the Criminal Justice User Agreement citing that it has established the proper controls to safeguard the full lifecycle of the criminal justice information. (A copy of the letter is filed with the supplemental papers to the minutes of this meeting.)

Chief Fewless announced that the city will be sponsoring 36 children (\$3,600 in donations) and extended the invitation to the city commission to participate in the *Shop with the Cop* event at Target store in the Town of Lady Lake from 8:00 a.m. to 11:00 a.m. on Saturday, December 10, 2016.

**(d) First Amendment - Gamble Residential Contract**

The city commission considered its action to approve a residential contract for sale and purchase between Humble Investments Inc., a Florida Corporation, and the City of Fruitland Park on the purchase of a portion of property located on the northwest corner of 1629 Miller Boulevard in the amount of \$15,000 and authorize the mayor to execute same.

Mr. La Venia noted the changes made this day to the subject contract this day which has since been reviewed by Ms. Geraci-Carver; relayed the acceptance received from the participants involved, and recognized the property to be annexed and lift station to be installed as a result.

**On motion of Commissioner Ranize, seconded by Vice Mayor Gunter that the city commission approve the city manager's recommendation of approval, subject to execution of the contract at a later date.**

**(e) First Reading – Public Hearing - Ordinance 2016-031 – Comprehensive Plan – Revisions**

After Ms. Geraci-Carver read into the record the title of proposed Ordinance 2016-031, the substance of which is as follows, 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 SECTIONS 163.3184 AND 163.3191, FLORIDA STATUTES; AMENDING THE CITY'S COMPREHENSIVE PLAN (ATTACHED AS EXHIBIT A); ADDING OR ADOPTING REVISIONS TO THE FUTURE LAND USE, TRANSPORTATION, HOUSING, PUBLIC FACILITIES, CONSERVATION, 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 LEVEL OF SERVICE REQUIREMENTS FOR RECREATION AND OPEN SPACE ELEMENTS; ELIMINATING THE PUBLIC SCHOOL FACILITIES ELEMENT OF THE FORMER COMPREHENSIVE PLAN; ADOPTING THE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN BY REFERENCE; DIRECTING THE

CITY 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 CONFLICTS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Upon the consensus of the Local Planning Agency, the city commission accepted the testimony given by Mr. Greg Beliveau, LPG Urban and Regional Planners Inc., at the LPA meeting held earlier for inclusion in this evening's proceedings.

**A motion was made by Commissioner Ranize and seconded by Commissioner Lewis that the city commission approve the Local Planning Agency's recommendations of approval on proposed Ordinance 2016-031 as previously cited.**

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

Mr. Rector referred to this day's agenda identifying the second reading date of January 12, 2017 and indicated that it would not be held on that date until a response is received from the State of Florida Department of Economic Opportunity.

In response to Commissioner Bell's inquiry, Mr. Beliveau explained the 45-day process whereby the second reading would not take place until notification is received from the state.

- (f) **First Reading – Ordinance 2016-021 EAR Transmittal and Adoption**  
Upon staff's recommendation and **by unanimous consent, the city commission withdrew from this evening's agenda, its consideration of Ordinance 2016-021:**

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, CONSERVATION, 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 second reading will be held on January 12, 2017.)

**(g) First Reading – Ordinance 2016-029 Solid Waste Rates Increase**

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2016-029, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; AMENDING SECTION 99.40, IN CHAPTER 99 OF THE CODE OF ORDINANCES TO INCREASE REFUSE COLLECTION FEES BY 2% EFFECTIVE JANUARY, 2017; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 12, 2017.)

After much discussion and following Mr. Bogle's response to Vice Mayor Gunter's inquiry that he would check on the status of the garbage containers, Vice Mayor Gunter noted the \$10,000 donation – towards new equipment for the proposed parks and recreation community center currently the Fruitland Park Library property -- to occur at some point in time.

**A motion was made by Commissioner Lewis and seconded by Commissioner Bell that the city commission approve Ordinance 2016-029 as previously cited.**

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

**(h) First Reading – Ordinance 2016-030 Moratorium – Marijuana Dispensaries**

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2016-030, the substance of which is as follows

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE CORPORATE LIMITS OF THE CITY OF FRUITLAND PARK PROHIBITING MEDICAL CANNABIS ACTIVITIES

DURING THE MORATORIUM PERIOD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 12, 2017.)

After Mr. La Venia referred to Lake County's request for municipalities to adopt a moratorium allowing the state time (288 days) to promulgate rules and regulations in governing how dispensing marijuana would work, Vice Mayor Gunter referred to the December 7, 2016 WESH 2 television news broadcast entitled "*Knox Medical is Central Florida's first facility to deliver medical marijuana to a patient*" noting that the first delivery will be on December 9, 2016.

After much discussion, Mr. Paul Frost, City of Fruitland Park resident, explained that the facility will be lowering the THC product for patients; questioned the city needing a moratorium which he stated is the city commission's decision.

**A motion was made by Commissioner Ranize and seconded by Commissioner Bell that the city commission approve Ordinance 2016-030 as previously cited.**

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

#### **PUBLIC HEARING**

**By unanimous consent, Mayor Cheshire opened the public hearing on this evening's agenda.**

**(i) Resolution 2016-047 – Non-Ad Valorem Method Special Assessment**

It now being the time advertised to hold a public hearing, after Ms. Geraci-Carver read into the record the title of proposed Ordinance 2016-030, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY OF FRUITLAND PARK; STATING A NEED FOR SUCH LEVY; PROVIDING A LEGAL DESCRIPTION; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. La Venia and Ms. Geraci-Carver recognized the ability for the county to collect annually on non-ad valorem taxes, if it occurs and is considered by the city commission.

In response to a question posed by Vice Mayor Gunter, Ms. Geraci-Carver explained the current pending action as the first step in the process with the other proposed legislation that the city commission would have to consider.

After discussion, **a motion of Commissioner Ranize and seconded by Commissioner Lewis that the city commission adopt Resolution 2016-047 as previously cited.**

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

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

### **END OF PUBLIC HEARING**

#### **7. NEW BUSINESS**

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

#### **8. PUBLIC COMMENTS**

Mr. Paul Frost, City of Fruitland Park resident, pointed out his concerns outlined before the city commission at its September 22, 2016 regular meeting which involves some of the items addressed earlier in this evening's and expressed his gratitude to the city commission for dealing with same. He referred to the December 6, 2016 Fire Services Advisory Committee meeting and thanked the fire department staff for their presentation. Mr. Frost noted the holiday nativity display in front of the Fruitland Park library, previously donated by his mother, and conveyed her appreciation on the continued use of the manger.

Later in the meeting, Mr. Frost conveyed his and the public's appreciation for moving the public comments portion to the end of the meeting.

Ms. Rita Ranize, City of Fruitland Park resident, recognized Parks and Recreation Director Michele Yoder for the noble job she has performed at the city's previous events and the cleanup efforts afterwards.

After Ms. Ranize questioned the status of the harassment incident towards the city's volunteer fire fighter staff that she raised at the October 27, 2016 regular meeting and in response to Mr. La Venia's reference to the letter he wrote on November 2, 2016 to the county commissioners in that regard, she addressed her intent to appear before said body at its future regular meeting. (A copy of the letter is filed with the supplemental papers to the minutes of this meeting.)

**9. OFFICERS' REPORTS**

**(a) City Manager**

**i. Infrastructure Improvements – ILA – Lake County**

Mr. La Venia referred to the interlocal agreement between the City of Fruitland Park and Lake County for infrastructure improvements along Poinsettia Avenue (CR 6006) and for transfer of jurisdiction of Poinsettia Avenue located in Fruitland Park which he previously distributed to the city commission.

Mr. La Venia outlined the city's plans to install the new water and wastewater connection lines; addressed the importance of performing right-of-way improvements under Poinsettia Avenue -- a 1.2 miles of county roadway -- as reasons in purchasing the Adam Gamble property located on the northwest corner of 1629 Miller Boulevard, and anticipated the county paving the other half of said roadway.

If the city decides to take possession of Poinsettia Avenue, Mr. La Venia pointed out:

- the county's agreement to pay the other half of resurfacing the crosswalks and roadway with an inch overlay for approximately \$42,000 with Rainey Construction Company, Paquette Tri-State Asphalt Corporation, and another organization, as conveyed by Mr. Rector, who are ready to proceed; otherwise, the city would bear the cost for paving its side of the roadway;
- the contractor to secure a \$10,000 surety performance bond by Rainey Construction to ensure the completion of the road acceptable by the county;
- the county to trim the trees in advance, a concern conveyed to him by Mr. Bogle, and
- the ability for annexation of county properties on both sides of the street including abutting properties into the city.

After extensive discussions, Mr. Rector referred to a previous meetings held among county staff, Mr. Bogle, a representative from Booth Ern Straughan and Hiott (BESH) Inc. (engineers retained by the city), and himself regarding the subject issue; noted the documents submitted at that time which included a year's contract for work between the county and DAB Constructors Inc. for a one-inch overlay. He described the procedures involved; the advantages of the roadway to be taken over by the city, and the property owners' interest in annexing their properties, and the receipt of road tax funds at 1.2 miles.

Following further deliberations, and **on motion of Commissioner Lewis, seconded by Commissioner Bell and unanimously carried, the city commission approved the previously cited ILA as amended directing**



**the city attorney to include the provision of tree trimming in the agreement and directing the city attorney to draft a resolution supporting same for consideration at the next meeting.**

**ii. Casino Building Demolition**

Mr. La Venia referred to a letter dated December 8, 2016 from Mr. Timothy A. Parsons, Florida Department of State Division of Historical Resources and State Historic Preservation , regarding the detailed mitigation plan for the demolition of the casino building which he intends to place on the next city commission agenda for discussion. (A copy of the letter is filed with the supplemental papers to the minutes of this meeting.)

**iii. CSX ROW Adjacent to WWTP Connection Line to the Town of Lady Lake**

Since the September 22, 2016 regular meeting regarding the CSX ROW, Mr. La Venia pointed out that a CSX representative declined the city's \$3,000 offer --recognizing the appraised assessed amount of \$11,000 – and referenced their offer to sell the property at \$77,000. He addressed his willingness to make another offer.

**(b) City Attorney**

**i. Angelica Dobuck**

Ms. Geraci-Carver explained that she is waiting for the court to rule on the Motion to Dismiss on the Angelica Dobuck case.

**ii. George Fernandez**

Ms. Geraci-Carver referred to the court's report and recommendation, and indicated that the Fair Labor Standards Act claims were dismissed; however, the other claims would proceed. She stated that Ms. Stephanie J. McCulloch, Attorney at McLin Burnsed, would be scheduling mediation on same.

**iii. Anthony Mancino**

Ms. Geraci-Carver announced referred to her conversations on December 7, 2016 with Mr. Kevin Stone, attorney at Stone & Gerken, P.A., who indicated that the Mancino files were forwarded on to the city as well as to the insurance company; thus, Ms. McCulloch has been assigned to the case and plans to contact Mr. Stone.

**iv. James Hartson**

After Mr. La Venia interjected that Mr. Hartson's claim was previously submitted to the insurance company, Ms. Geraci-Carver explained that Ms. McCulloch would be reviewing same and that the city's law enforcement officer was not the individual who used the tazer which led to the injuries.

v. **Code Enforcement Ordinance**

Ms. Geraci-Carver referred to Ordinance 2011-001 adopting certain provisions of the 2009 International Property Maintenance Code; addressed her intent to compare it to the most recent version, and mentioned her plan to report back with suggestions to the city commission to update same recognizing the employment of the new code enforcement officer.

Mr. La Venia announced that Ms. Lori Davis, started as the city's new code enforcement officer on Monday, December 5, 2016.

Mr. La Venia revealed that Deputy Chief Dennis Cutter is currently travelling to Maryland as his mother is seriously ill.

10. **COMMISSIONERS' COMMENTS**

(a) **Commissioner Ranize**

i. **FSAC**

Commissioner Ranize thanked Deputy Chief Gilpin and Lieutenant Tim Yoder for their presentation made at the December 6, 2016 Fire Services Advisory Committee meeting. Commissioner Ranize requested that staff provide a similar presentation for the residents itemizing the hybrid system and submit same to the committee, to which Mr. La Venia conveyed Chairperson Jim Logan's preference to place same on a future FSAC agenda as a monetary item.

ii. **Fire and Police Departments – Portable Radio Replacement**

Commissioner Ranize addressed the immediate need to include in the budget funds the replacement of the city's old portable radios used by the fire department personnel.

Commissioner Ranize referred to his recent telephone call with Mr. Jerry Smith, Lake Emergency Medical Services, who explained the need to replace the fire and police departments' portable radios to 900 Mhz to support the new system and due to technology; recognized that the current system is more than 10 years old, and noted the county's recent replacement at a cost of \$6.9 million.

As it relates to smaller cities Chief Fewless stated that he is currently working with Captain Todd Payne, Orange County Sheriff's Office, and recognized the new Lake County sheriff to be starting in January 2017.

After much discussion, Ms. Ranize noted how dispatchers had to adapt to the different codes and procedures used in the area and noted the attempts to implement a unified code in the State of Florida and adjoining states.

**iii. Public Attendance - Meetings**

Commissioner Ranize recognized the small turnouts at public meetings that residents are aware of as well as the decisions made; noted the ample warnings given, and stated that he hopes for more attendance.

**iv. High Utility Bills – Water Main Break**

Commissioner Ranize referred to a call he received from Mr. Andy Walker, Wingspread resident in the City of Fruitland Park, mentioned his unawareness of a water main break at his home and the subsequent excessive utility bill which he disputed. He explained that city staff conducted the repairs which resolved the break and his following bill restored to its normal rate. Commissioner Ranize relayed Mr. Walker's request to Mr. La Venia as to whether the matter could be addressed by ordinance.

Commissioner Ranize indicated that once the resident is notified of a legitimate water break, previously unknown to them, and the problem subsequently corrected, the city would provide assistance.

After much discussion, **by unanimous consent, the city commission agreed with the city attorney's suggestion to review examples of local government ordinances forgiving residents once who have unexplained excessive bills for unknown water use.**

**v. Fruitland Park Beautification Day – March 18, 2017**

In recognizing the city's *Beautification Day* to be held on March 18, 2017, and in order to assist with code enforcement and increase public participation, Commissioner Ranize suggested notifying residents immediately encouraging them to bring excess trash to public works including those who are not in compliance with code enforcement.

**vi. Former Volunteer - Dan Pincas**

Commissioner Ranize mentioned the terminal illness of City of Fruitland Park resident Mr. Dan Pincas, a longtime former volunteer, who is currently receiving hospice care.

**vii. Lake County Public Safety Fire Rescue**

Commissioner Ranize referred to a vehicular accident which occurred outside Stavro's Fruitland Park Pizza Restaurant at dusk on Friday, November 24, 2016; reported on the lack of response demonstrated by the Lake County Fire Rescue Station 53 (LCFRS 53) personnel who were having a meal at said establishment including to Stavro's owner's request for assistance, and mentioned the Fruitland Park volunteer firefighters dealing with same.

Commissioner Ranize relayed his concerns with the city staff; conveyed Lake Emergency Medical Services (EMS) Station 271 problems on the lack of response received from LCFRS 53 in this regard, and his question on the matter relayed to Ms. Geraci-Carver. Additionally, Commissioner Ranize referred to his November 28, 2016 email reflecting his concerns, as a resident, to Lake County Manager David Heath and a copy to Lake County District 2 Chairperson Commissioner Sean Parks with his intent to address same before the city commission at its regular meeting.

In response to the incident, Commissioner Ranize recognized:

- the work performed by the city's emergency personnel (police and fire departments) and Lake EMS where the victims were transported to the emergency room;
- the readily operating and functioning equipment (namely; the portable radios);
- the truck dispatched to the scene was stationary at the intersection of Forest Drive and 441, in the City of Leesburg, and the city's battalion chief's map and computer in his vehicle reflected that the truck was located at said area, and
- Chairperson Parks' response that the LCFRS 53 personnel were off-duty and were unaware of the situation, despite what was occurring outside the restaurant.

Commissioner Ranize voiced concerns that no answer was received to his November 28, email and that there was no response to Mr. La Venia's November 2, 2016 letter to the Lake County Board of County Commissioners regarding the relationship between the city's fire department and the county's fire rescue and the resignation of the city's fire chief. Commissioner Ranize questions the justification to the issue and noted that the city's previous requests to the county have reached an impasse.

After noting the takeover of Poinsettia Road, Commissioner Ranize questioned the improvements to Cutoff Road recognizing it as one of the worst in the county.

**(b) Commissioner Lewis**

***i. Employee Holiday Celebration***

Since pot luck days, Commissioner Lewis recognized that the December 2, 2016 *Employee Holiday Celebration* to be one of the best and mentioned his admiration of the police substation at Moyer Village Recreation Center.

**ii. Audit Committee – RFP Audit Services**

Commissioner Lewis referred to the city commission's previous action appointing him to serve on the Audit Committee and reported at its December 6, 2016 meeting the determination to place ads for the request for proposals in newspapers of general circulation.

Commissioner Lewis voiced concerns on the time lost in the process and the timeline issues:

- the formulation of a committee;
- the advertising/noticing requirements,
- the submission of proposals to prospective bidders,
- the selection process, and
- the conduct of the audit by February to be submitted to Ms. Racine-Michaud, City Treasurer, in March 2017.

Ms. Geraci-Carver explained, in response to Commissioner Bell's inquiry that the statute does not speak to providing an interim auditor and Commissioner Lewis relayed the willingness of Mr. W. Chet Ross, Shumacker, Johnston & Ross, Certified Public Accountant (auditor retained by the city), to offer his services for another year.

Commissioner Lewis pointed out Ms. Racine-Michaud's remarks on the one-time fee deduction for missing the deadline and compared it with the a performance-based contract with daily penalties.

After discussion, Ms. Geraci-Carver indicated in response to Commissioner Lewis's inquiry that there is no problem in sending the RFP ad to prospective CPA companies.

**(c) Commissioner Bell**

**i. Employee Holiday Celebration**

Commissioner Bell acknowledged the successful December 2, 2016 Employee Holiday Celebration.

**ii. NW Lake Community Park Soccer Field Joint Development ILA**

Commissioner Bell gave a report on the Lake County Parks and Recreation Trails Advisory Committee of which he is a member; pointed out the attempts made to secure various types of funding, and noted the kickoff of the first master Parks and Trails Planning Session held earlier this day to receive public input to develop the new mater plan.

Commissioner Bell recalled the city commission's previous actions on the Joint Development of the North West Lake Community Park with the county and noted the process where a site at the south end of the county was selected. He addressed the concept of proposing the subject park into the

master plan (noting the previous plan lasted 15 years) which would allow the securing of various types of funding.

In acknowledging the city's position on the development of a master plan, Commissioner Bell suggested utilizing the proposed plan as originally agreed with the extra five acres as a partnership already established with the county where funds were available to develop the masterplan; thus, the county's preference for the city to present what it would like to see in the park. He noted another vacant building which was utilized in the past and is included in the county's long term master plan.

Commissioner Bell suggested authorizing BESH to provide ideas towards the utilization of the city's current multi-use field -- with the park shown as two extra parcels -- as a proposal; pointed out the illustrated conceptual drawings in that regard, and referred to the subject joint development agreement to include an adjacent property.

Following much discussion and after Mayor Cheshire recalled previously serving on the committee with Commissioner Bell and noted the selection process for parks within the municipalities, Commissioner Bell addressed the opportunity to lay out the conceptual plan which would include two other parcels.

After Mayor Cheshire pointed out his comments to Mr. La Venia acknowledging the soccer field and noting Rainey Construction Company's presence for a period to allow for grading, Commissioner Bell recognized the master plan on how to design the property was not implemented which needs to be given to the county before receiving \$100,000.

Mr. Rector addressed BESH's willingness to volunteer implementing the city's grading plan at no cost, to which Commissioner Lewis stressed the need to expedite same.

After receiving confirmation from staff on the completed survey, the city commission requested the need to review the soccer field's dimensions to accommodate for parking, bathrooms, concessions stands, and field size.

Following further discussion, Mr. La Venia confirmed the available funds earmarked for the soccer field.

Subsequent to extensive discussions and after Commissioner Ranize recommended implementing the work on current city-owned property, **the city commission, by unanimous consent, directed the community development director to meet with the parks and recreation director and authorize Booth Ern Straughan and Hiott Inc. to provide a cost**

**estimate for work to be conducted on the soccer field by February 1, 2017.**

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

**i. Meetings**

Vice Mayor Gunter referred to the number of meetings he attended earlier this day including the School Concurrency Annual Meeting where he reported that the Lake County School District's relationship with the county is strained.

Vice Mayor Gunter referred to the appearance of School Board Chairperson District 1 Bill Mathias before the city commission at its October 13, 2016 regular meeting where discussions were held on the district's proposed sales tax capital plan, the Fruitland Park Elementary School building, and the school board's undeveloped property. Vice Mayor Gunter relayed that the newly elected commissioner and school board member (members in attendance) were unaware of same; however, the school board staff who were cognizant admitted that they did not address the matter at the meeting.

**ii. *Employee Holiday Celebration***

Vice Mayor Gunter recognized the December 2, 2016 *Employee Holiday Celebration*; thanked Commissioner Ranize for his participation, and requested that the message be relayed to Ms. Yoder that the event was enjoyable.

**iii. *Dates to Remember - Hometown Christmas***

Vice Mayor Gunter reminded everyone of the December 9, 2016 *Hometown Christmas* event to begin at 5:30 p.m. with Santa Claus arriving at 6:00 p.m. and the city commissioners' *Ugly Sweater Contest* to follow.

The city commission responded in the negative to Ms. Ranize' inquiry that there will be no charge for the bounce house where the December 3, 2016 *Main Street Christmas Parade Festival* hosted by the City of Leesburg imposed a charge at its event.

**11. MAYOR'S COMMENTS**

**(a) *Employee Holiday Celebration***

Mayor Cheshire noted the successful December 2, 2016 *Employee Holiday Celebration*.

**(b) In Memoriam – Steve Fussell**

Acknowledging that no mention was made regarding a member of the community that was lost, Mayor Cheshire gave a tribute to his friend Mr. Steve Fussell, City of Fruitland Park resident and former Charter Review Committee member, who passed away on November 13, 2016. Mayor Cheshire recognized that Mr. Fussell brought news to the city in the best way that he could and that he would be dearly missed.

**(c) Public Information**

Mayor Cheshire addressed major need to improve disseminating information in advance to the public especially as it relates to code enforcement warning visits in advance and forthcoming Fire Services Advisory Committee meetings. He mentioned discussions held at previous meetings regarding community newsletters and the need to update the city's website.

**(d) NW Lake Community Park Soccer Field Joint Development**

Mayor Cheshire questioned the process on the North West Lake Community Park Soccer field and noted the related components.

After recognizing that there are no project lists, Commissioner Ranize concurred in the affirmative to Mayor Cheshire's suggestion that it would be beneficial to determine the status, timeline, and how the city is progressing on projects in the process.

Mr. Rector pointed out Mr. La Venia's previous request for him to appear before the city commission at its next meeting to give a report on the status update of various construction-type projects.

**(e) 2017 City Priorities**

Upon Mayor Cheshire's suggestion and **by unanimous consent, the city commission agreed to address at the next meeting, its priorities for 2017 and conduct workshops in that regard.**

Mayor Cheshire recognized CR 466A as the top priority and addressed the need to reach out to legislative officials to pursue funding for same.

**(f) Dates to Remember**

Mayor Cheshire announced the following Dates to Remember events:

- December 9, 2016, *Hometown Christmas*, City Hall at 5:30 p.m.
- December 15, 2016, *Employee Appreciation Luncheon* Heritage Community Church, 509 W Berckman Street, Fruitland Park, Florida 34731 at 11:30 a.m.;
- December 17, 2016 Fourth Annual Wreaths Across America at Shiloh Cemetery, Shiloh Street, Fruitland Park, FL 34731 at 12 noon.
- December 22, 2016, Regular City Commission Meeting at 7:00 p.m., Cancelled;
- December 23 and 26, 2016, Winter Holiday – City Hall Closed;



- January 2, 2017 – *New Year's* – City Hall Closed, and
- January 12, 2017, Regular City Commission Meeting at 6:00 p.m.

**12. ADJOURNMENT**

**There being no further business to come before the city commission at this time, on motion made, second and unanimously carried, the meeting adjourned at 9:51 p.m.**

The minutes were approved at the January 12, 2017 regular meeting.

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

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

**RESOLUTION 2017-002**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND LAKE COUNTY RELATING TO POINSETTIA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Poinsettia Avenue is currently a Lake County publically maintained road, and

**WHEREAS**, the City of Fruitland Park is in the process of making utility improvements that will affect a portion of Poinsettia Avenue, and

**WHEREAS**, the City of Fruitland Park desires for Lake County to resurface the undisturbed portion of Poinsettia Avenue and Lake County is willing to do so in exchange for the City of Fruitland Park accepting ownership of Poinsettia Avenue, and

**WHEREAS**, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities.

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida desires to enter into the Interlocal Agreement between the City of Fruitland Park Florida and Lake County, and approved the Interlocal Agreement at its meeting on December 10, 2016.

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

Section 1. The Interlocal Agreement between the City of Fruitland Park and Lake County, **a copy of which is attached hereto**, is approved.

Section 2. The Commission ratifies its prior action and affirms that the Mayor was authorized to execute same.

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

**PASSED AND RESOLVED** this 12<sup>th</sup> day of January 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

**INTERLOCAL AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
THE CITY OF FRUITLAND PARK, FLORIDA FOR  
POINSETTIA AVENUE INFRASTRUCTURE IMPROVEMENTS**

**THIS INTERLOCAL AGREEMENT** is by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the “City,” for improvements to the infrastructure along Poinsettia Avenue (CR 6006) and for transfer of jurisdiction of Poinsettia Avenue located in Fruitland Park.

**WHEREAS**, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

**WHEREAS**, the City desires and intends to install sanitary sewer infrastructure, at its expense, along three (3) County maintained roads: CR 466A, Poinsettia Avenue, and Spring Lake Road, more specifically identified in **Exhibit A**, attached hereto and incorporated herein by reference, and hereinafter referred to as “Utility Project”; and

**WHEREAS**, the Utility Project will install a force main under one lane of Poinsettia Avenue from CR 466A to Spring Lake Road and will require the reconstruction and resurfacing of Poinsettia Avenue; and

**WHEREAS**, it is in both the County and City’s best interest to transfer the jurisdiction, operation and maintenance responsibilities of Poinsettia Avenue from the County to the City, more specifically identified in **Exhibit B**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the City has requested certain improvements be made to Poinsettia Avenue to facilitate the transfer to the City’s jurisdiction; and

**WHEREAS**, the County and City have come to an agreement on how improvements to Poinsettia Avenue will be made and paid for, and which entity shall be responsible for ownership and future maintenance of the roadway after such improvements are made.

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

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

2. **County Obligations.**

A. The County will review the City's plan for the Utility Project and will review the Lake County Right of Way Utilization Permit submitted by the City to ensure such plans and permit meet the requirements of the Lake County Public Works Department. If the plans and permit meet the County's requirements, the County will provide its approval for the utility and road work.

B. The County agrees to pay the City the cost of resurfacing one lane of Poinsettia Avenue from CR 466A to Spring Lake Road at an estimated cost of \$41,155.24, which represents the value to resurface the undisturbed lane of the roadway as a result of the Utility Project. This resurfacing cost estimate also includes the South and North end of Poinsettia Avenue outside the Utility Project limits, the radius at Shiloh Street, and the placement of one hundred (100) linear feet of striping and a stop bar at each intersection of CR 466A and Spring Lake Road and fifty (50) linear feet of double yellow striping and a stop bar at the intersection of Shiloh Street. The cost estimate is attached hereto and incorporated herein by reference as **Exhibit C**. Upon completion of the Utility Project, the City agrees to invoice the County for the cost of this resurfacing. The County agrees to pay the City within twenty (20) days of receipt of the invoice.

C. In accordance with Section 335.01415, Florida Statutes, the County agrees to transfer to the City the ownership, operation and maintenance responsibility of Poinsettia Avenue from CR 466A to Spring Lake Road, as specifically identified in **Exhibit B**, upon completion of the Utility Project and payment from the County to the City as described in Paragraph 2B above and the County shall provide a written notice of transfer to the City to establish the effective date.

D. Prior to transfer of Poinsettia Avenue, the County agrees to trim the trees along Poinsettia Avenue, at no cost to the City.

**3. City Obligations.**

A. The City shall provide final plans, permits, inspection, as-builts, and certifications to the County, and FDEP and other permitting agencies, if required, for the Utility Project and final approval of the force main project construction.

B. The City is responsible and shall provide a design for its utility infrastructure which accounts for the future four-lane construction of CR 466A so as to eliminate or minimize future conflicts with any County road project. The City shall be responsible to relocate its City infrastructure, at the City's expense, and upon the County's request, should the utilities conflict with the future four-lane road project roadway, storm sewer, and/or grading by the County.

C. The City shall contract for the utility and associated road work and shall fund the full cost of the work for the Utility Project. The City shall manage the day to day project inspections. The parties agree that nothing herein shall be construed as placing any ownership or maintenance responsibilities upon the County for the Utility Project. At all times during construction and after completion of the Utility Project, the City shall take ownership and maintenance responsibility for the infrastructure associated with the Utility Project

D. The City shall incorporate the resurfacing and striping of the undisturbed lane of the Poinsettia Avenue with its Utility Project.

E. In exchange for the County funding a portion of the resurfacing requested on Poinsettia Avenue, the City shall accept ownership, operation and maintenance responsibility of Poinsettia Avenue from CR 466A to Spring Lake Road, as depicted in **Exhibit B**.

**4. Termination and Term.** Either party shall have the right to terminate this Interlocal Agreement with or without cause with thirty (30) days written notice to the other party, so long as the construction of the Utility Project has not commenced. Once construction commences on the Utility Project, this Agreement cannot be terminated unless mutually agreed upon in writing by the parties. This Agreement shall remain in force until the completion of the Utility Project and payment of all sums due hereunder.

**5. Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

**6. Notices.**

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager  
P.O. Box 7800  
Tavares, Florida 32778

CITY

City Manager  
506 W. Berckman Street  
Fruitland Park, Florida 34731

cc: Road Operations Manager  
Post Office Box 7800  
Tavares, Florida 32778

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, to the other party in a manner designated for the filing of notice hereunder.

**7. Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

**8. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

**9. Effective Date.** This Agreement shall become effective upon the date the last party hereto executes it.

**10. Exhibit List.** The following Exhibits are attached hereto and by this reference are made a part hereof:

Exhibit A Utility Project Location Map  
Exhibit B Poinsettia Avenue Location Map  
Exhibit C Cost Estimate

**Interlocal Agreement between Lake County and the City of Fruitland Park for Poinsettia Avenue Infrastructure Improvements**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by the City of Fruitland Park, Florida, through its City Commission, signing by and through its Mayor.

ATTEST:

LAKE COUNTY, FLORIDA through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Neil Kelly, Clerk  
of the Board of County  
Commissioners of Lake  
County, Florida

\_\_\_\_\_  
Timothy I. Sullivan, Chairman

This \_\_\_\_ of \_\_\_\_\_, 20\_\_.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney



**Interlocal Agreement between Lake County and the City of Fruitland Park for Poinsettia Avenue Infrastructure Improvements**

CITY OF FRUITLAND PARK, FLORIDA

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

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

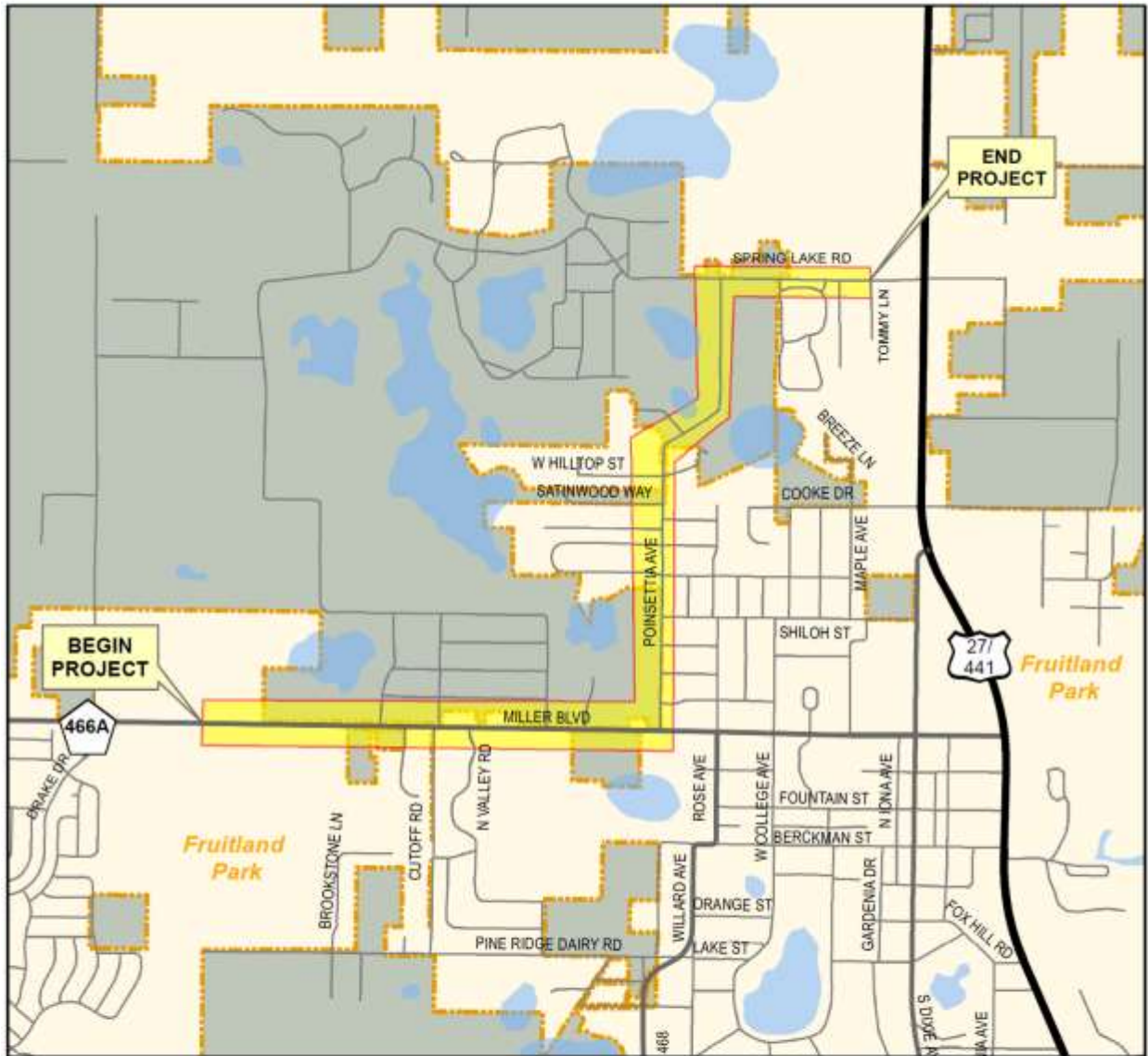
ATTEST:

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

Approved as to form and legality:

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

**Exhibit A – Utility Project Location Map**



**Legend**

-  Project Area
-  Fruitland Park City Limits

Exhibit A  
Fruitland Park Utility Project Vicinity





**Exhibit C – Cost Estimate**

**POINSETTIA AVENUE (6006) COST ESTIMATE**

ROAD NAME	A SEGMENT LYING BETWEEN (FROM) (TO)	OVERLAY TOTAL USING RECYCLED Type SIII ASPHALT (Sq Yd)	MILL Y/N	TEMPORARY PAINT - PAVEMENT MARKING		THERMOPLASTIC PAVEMENT MARKINGS	
				6" YELLOW CENTER LINE (Ln Ft)	# OF STOP BARS (each)	6" YELLOW CENTER LINE (Ln Ft)	# OF STOP BARS (each)
Poinsettia Avenue (6006)	CR 466A/Miller St      Spring Lake Rd	6055	N	500	3	500	3
	Radius at Shiloh Street	216	N	0	0	0	0
				<b>500</b>	<b>3</b>	<b>500</b>	<b>3</b>

Overlay			THERMO	
Recycled SIII	Center Line	Stop Bar	Center Line	Stop Bar
Per Sq Yd	Per LF	Each	Per LF	Each
6,271.00	500	3	500	3
\$ 6.44	\$ 0.22	\$ 20.00	\$ 0.75	\$ 75.00
\$ 40,385.24	\$ 110.00	\$ 60.00	\$ 375.00	\$ 225.00

<b>\$ 41,155.24</b>
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Total lump sum NOT TO EXCEED cost

**RESOLUTION 2017-003**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING DEP AGREEMENT NO. A17044 AND AGREEMENT NO. A17060 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF FRUITLAND PARK, FLORIDA TO PROVIDE FINANCIAL ASSISTANCE FOR GARDENIA PARK, PHASE I AND PHASE II; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland applied for and was awarded financial assistance under the State of Florida DEP Recreation Development Assistance Program to further improve Gardenia Park; 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 DEP Agreement No. A17044 and No. A17060.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. DEP Agreement No. A17044 between the State of Florida DEP Recreation Development Assistance Program and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

Section 2. DEP Agreement No. A17060 between the State of Florida DEP Recreation Development Assistance Program and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

Section 3. The Commission authorizes the Mayor to execute the Agreements.

Section 4. 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

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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

**DEP AGREEMENT NO. A7044**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1698A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT  
FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

**THIS AGREEMENT** is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **CITY OF FRUITLAND PARK**, whose address is 506 West Berckman Street, Fruitland Park, Florida 34731 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as Gardenia Park Phase I, Project Number A17044 (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee may be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

**WHEREAS**, the Department is authorized to administer the Florida Recreation Development Assistance Program (FRDAP), in accordance with Section 375.075, F.S.; and,

**WHEREAS**, pursuant to Subsection 62D-5.055(5), Florida Administrative Code (F.A.C), this Project, as it appears on the Recommended Application Priority List for Fiscal Year (FY) 2016-17, was approved by the Secretary of the Department, submitted to the Executive Office of the Governor and to the Florida House and Senate Appropriations Committee for funding consideration, and was awarded FRDAP funds for the development of land for public outdoor recreation purposes; and,

**WHEREAS**, the Grantee, as a recipient of the FRDAP grant funds, administered and monitored by the Department, is responsible for complying with all federal and state laws and local rules and regulations during performance of its activities pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and pursuant to Section 375.075, F.S., and Chapter 62D-5, F.A.C., the Parties hereto agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this Grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) or by contacting the Department's Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-107**, attached hereto and made a part hereof. Upon satisfactory approval by the Department, the

Department will issue written "Notice to Commence" to the Grantee. Unless and until the Department issues the "Notice to Commence" authorizing Grantee to commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the "Notice to Commence", except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.054(34), F.A.C.

**2. PERIOD OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the date of the State of Florida's ("State") fiscal year in which funds are appropriated, July 1, 2016, until midnight on June 30, 2019, inclusive. If Project is not completed by midnight on June 30, 2019, then this Agreement shall be terminated and the Project funds shall revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.). The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2016, until the effective date of full execution of this Agreement.

**3. FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to FRDAP guidelines regarding Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$50,000.00. The Parties acknowledge and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and



post-audit thereof. A final payment request should be submitted to the Department within sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and Project signs are eligible Project Costs. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.054(34), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.058(2)(b), F.A.C., allows for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees, as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the Project cost.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
  - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
  - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that

multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
  - iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
  - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
  - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

- G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

**4. ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation from the Recommended Application Priority List and/or appropriation by the Florida Legislature. The Department shall distribute FRDAP funds as reimbursement grants to applicants eligible pursuant to Rule 62D-5.055, F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

**5. REPORTS:**

The Grantee shall utilize **Attachment E, Project Status Report Form, DRP-109**, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

**6. RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment the Grantee shall submit all documents described in **Attachment F, Completion Documentation Checklist, DRP-111**, to the Department and the Department shall approve the completion of such documentation, pursuant to FRDAP requirements and additionally set forth in paragraph 62D-5.058(7)(d), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment G, Project Completion Certification, DRP-112**. The Project must be designated complete prior to release of final reimbursement.

8. **INDEMNIFICATION:**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a

satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule 62D-5.059, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department shall declare the Grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

#### **11. RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfs.com/fsaa/>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any 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.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

**15. SIGNAGE:**

The Grantee shall erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign shall be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

**16. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**17. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**18. NOTICE:**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

**19. CONTACTS:**

The Department’s Grant Manager (which may also be referred to as the Department’s Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Ms. Michelle Yoder or Successor	
Recreation Director	
City of Fruitland Park	
506 West Berckman Street,	
Fruitland Park, FL 34731	
Telephone No.:	352-360-6734
Fax No.:	352-360-6686
E-mail Address:	glavenia@fruitlandpark.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B. should include the updated Grant Manager information.

**20. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or



operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000            Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000            Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

**21. CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**22. UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**23. EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

**24. QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

**25. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with

any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**26. LAND ACQUISITION:**

Land Acquisition, where title to land acquired with FRDAP funds vest in a Grantee, is not authorized under the terms of this Agreement.

**27. SITE DEDICATION:**

- A. Grantee has an interest and/or right to real property, whereby FRDAP funding is appropriated to develop an approved public outdoor recreation project, as more fully described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement.

Land owned by Grantee, which is developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certification. The dedications must be recorded by Grantee in the official public property records. Any applicable recording fees are the sole responsibility of Grantee

- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

**28. PHYSICAL ACCESS AND INSPECTION:**

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**29. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

- C. If Grantee meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
  - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

**30. SCRUTINIZED COMPANIES:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**31. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**32. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**33. ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF FRUITLAND PARK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

Address:

Attest: \_\_\_\_\_

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

Approved as to form and legality:



\_\_\_\_\_  
Grantee Attorney

\_\_\_\_\_  
DEP Attorney

FEID No.: **59-6031169**

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement (web links provided, when available):

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – <i>DRP-107</i> (2 pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf</a>)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – <i>DRP-115</i> (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – <i>DRP-109</i> (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf</a>)</u>

<u>Attachment</u>	<u>F</u>	<u>Completion Documentation Checklist – DPR-111 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification – DRP-112 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>H</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Attachment Intentionally Excluded</u>

**ATTACHMENT A**  
**PROJECT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Project Name: Gardenia Park Phase I  
 Grantee Name: City of Fruitland Park  
 FRDAP Project # A17044

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.<sup>1</sup>

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 201 W. Berckman Street, Fruitland Park, FL 34731 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match will be provided by cash, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$50,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$0</b>
<b>Total Estimated Project Cost:</b>	<b>\$50,000.00</b>
<b>Match Ratio:</b>	<b>0 %</b>

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> 1. Development of Commencement Documentation Checklist (DRP-107), which includes: <ul style="list-style-type: none"> <li>• A professional site plan;</li> </ul>	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of Agreement <sup>3</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

<ul style="list-style-type: none"> <li>• Commencement Certification (DRP-108);</li> <li>• A boundary survey;</li> <li>• Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and</li> <li>• A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</li> </ul> <p>If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.</p>	<p><b>1.A.</b> All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107)</p> <p><b>1.B.</b> Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p>		
<p><b>TASK 2</b></p> <p><b>2.A.</b> Development of Primary Project Element, which includes: Renovation of playground, picnic facilities, parking area and restrooms. Development of new playground, picnic facilities and new shade cover over playground. Grant Writing, Administration, Engineering and Property Survey.</p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111), which includes:</p> <ul style="list-style-type: none"> <li>• Project Completion Certification (DRP-112)</li> <li>• Final “As-Built” site plan</li> <li>• Florida Park Inventory Form</li> <li>• Project Photographs</li> <li>• Notice of Limitation of Use/Site Dedication (DRP-113)</li> </ul>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p><b>2.B.</b> Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due April 30, 2019, which shall also be the Project completion date</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

**Project Task Performance Standard:** The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted



as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

**Endnotes:**

1. FRDAP documentation is available at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



## Florida Department of Environmental Protection

### **ATTACHMENT D** **FLORIDA RECREATION DEVELOPMENT ASSISTANCE** **PROGRAM** **CONTRACT PAYMENT REQUIREMENTS**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

## ATTACHMENT H

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, 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 staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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 Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 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 (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F 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).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, 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 Attachment indicates state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, 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(7), 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 \$750,000 in state financial assistance in its fiscal year, 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 \$750,000 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 non-state 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, 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 V: RECORD RETENTION**

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 Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, 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 Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1698A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund	2016-2017	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

<b>Total Award</b>					<b>\$50,000.00</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**DEP AGREEMENT NO. A7060**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1698A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT  
FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

**THIS AGREEMENT** is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **CITY OF FRUITLAND PARK**, whose address is 506 West Berckman Street, Fruitland Park, Florida 34731 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as Gardenia Park, Phase II, Project Number A17060 (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee may be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

**WHEREAS**, the Department is authorized to administer the Florida Recreation Development Assistance Program (FRDAP), in accordance with Section 375.075, F.S.; and,

**WHEREAS**, pursuant to Subsection 62D-5.055(5), Florida Administrative Code (F.A.C), this Project, as it appears on the Recommended Application Priority List for Fiscal Year (FY) 2016-17, was approved by the Secretary of the Department, submitted to the Executive Office of the Governor and to the Florida House and Senate Appropriations Committee for funding consideration, and was awarded FRDAP funds for the development of land for public outdoor recreation purposes; and,

**WHEREAS**, the Grantee, as a recipient of the FRDAP grant funds, administered and monitored by the Department, is responsible for complying with all federal and state laws and local rules and regulations during performance of its activities pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and pursuant to Section 375.075, F.S., and Chapter 62D-5, F.A.C., the Parties hereto agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this Grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) or by contacting the Department's Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-107**, attached hereto and made a part hereof. Upon satisfactory approval by the Department, the



Department will issue written "Notice to Commence" to the Grantee. Unless and until the Department issues the "Notice to Commence" authorizing Grantee to commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the "Notice to Commence", except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.054(34), F.A.C.

**2. PERIOD OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the date of the State of Florida's ("State") fiscal year in which funds are appropriated, July 1, 2016, until midnight on June 30, 2019, inclusive. If Project is not completed by midnight on June 30, 2019, then this Agreement shall be terminated and the Project funds shall revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.). The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2016, until the effective date of full execution of this Agreement.

**3. FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to FRDAP guidelines regarding Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$50,000.00. The Parties acknowledge and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and

post-audit thereof. A final payment request should be submitted to the Department within sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and Project signs are eligible Project Costs. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.054(34), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.058(2)(b), F.A.C., allows for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees, as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the Project cost.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
  - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
  - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that

multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
  - iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
  - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
  - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

- G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

**4. ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation from the Recommended Application Priority List and/or appropriation by the Florida Legislature. The Department shall distribute FRDAP funds as reimbursement grants to applicants eligible pursuant to Rule 62D-5.055, F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

**5. REPORTS:**

The Grantee shall utilize **Attachment E, Project Status Report Form, DRP-109**, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

**6. RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment the Grantee shall submit all documents described in **Attachment F, Completion Documentation Checklist, DRP-111**, to the Department and the Department shall approve the completion of such documentation, pursuant to FRDAP requirements and additionally set forth in paragraph 62D-5.058(7)(d), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment G, Project Completion Certification, DRP-112**. The Project must be designated complete prior to release of final reimbursement.

8. **INDEMNIFICATION:**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a

satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule 62D-5.059, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department shall declare the Grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

#### **11. RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfs.com/fsaa/>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any 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.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

**15. SIGNAGE:**

The Grantee shall erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign shall be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

**16. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**17. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**18. NOTICE:**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

**19. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	Tamika.Bass@dept.state.fl.us



The Grantee's Grant Manager at the time of execution for this Agreement is:

Ms. Michelle Yoder or Successor	
Recreation Director	
City of Fruitland Park	
506 West Berckman Street	
Fruitland Park, FL 34731	
Telephone No.:	352-360-6734
Fax No.:	352-360-6686
E-mail Address:	glavenia@fruitlandpark.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B. should include the updated Grant Manager information.

**20. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000            Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000            Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

**21. CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**22. UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**23. EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

**24. QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

**25. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with

any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**26. LAND ACQUISITION:**

Land Acquisition, where title to land acquired with FRDAP funds vest in a Grantee, is not authorized under the terms of this Agreement.

**27. SITE DEDICATION:**

- A. Grantee has an interest and/or right to real property, whereby FRDAP funding is appropriated to develop an approved public outdoor recreation project, as more fully described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement.

Land owned by Grantee, which is developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certification. The dedications must be recorded by Grantee in the official public property records. Any applicable recording fees are the sole responsibility of Grantee

- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

**28. PHYSICAL ACCESS AND INSPECTION:**

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**29. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

- C. If Grantee meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
  - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

**30. SCRUTINIZED COMPANIES:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**31. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**32. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**33. ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

**CITY OF FRUITLAND PARK**

**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

Address:

Attest: \_\_\_\_\_

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

Approved as to form and legality:



\_\_\_\_\_  
Grantee Attorney

\_\_\_\_\_  
DEP Attorney

FEID No.: **59-6031169**

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement (web links provided, when available):

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – DRP-107 (2 pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf</a>)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – DRP-115 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – DRP-109 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf</a>)</u>

<u>Attachment</u>	<u>F</u>	<u>Completion Documentation Checklist – DPR-111 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification – DRP-112 (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>H</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Attachment Intentionally Excluded</u>

**ATTACHMENT A**  
**PROJECT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Project Name: Gardenia Park, Phase II  
 Grantee Name: City of Fruitland Park  
 FRDAP Project # A17060

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.<sup>1</sup>

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 201 W. Berckman Street, Fruitland Park, FL 34731 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match will be provided by cash, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$50,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$0</b>
<b>Total Estimated Project Cost:</b>	<b>\$50,000.00</b>
<b>Match Ratio:</b>	<b>0 %</b>

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> 1. Development of Commencement Documentation Checklist (DRP-107), which includes: <ul style="list-style-type: none"> <li>• A professional site plan;</li> </ul>	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of Agreement <sup>2</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.



<ul style="list-style-type: none"> <li>• Commencement Certification (DRP-108);</li> <li>• A boundary survey;</li> <li>• Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and</li> <li>• A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</li> </ul> <p>If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.</p>	<p><b>1.A.</b> All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107)</p> <p><b>1.B.</b> Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p>		
<p><b>TASK 2</b></p> <p><b>2.A.</b> Development of Primary Project Element, which includes: Renovation of playground, swimming pool, volleyball court, and park sign. Development of new picnic facilities, new playground features. Grant Writing, Administration, Engineering and Property Survey.</p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111), which includes:</p> <ul style="list-style-type: none"> <li>• Project Completion Certification (DRP-112)</li> <li>• Final “As-Built” site plan</li> <li>• Florida Park Inventory Form</li> <li>• Project Photographs</li> <li>• Notice of Limitation of Use/Site Dedication (DRP-113)</li> </ul>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p><b>2.B.</b> Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due April 30, 2019, which shall also be the Project completion date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

**Project Task Performance Standard:** The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted

as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

**Endnotes:**

1. FRDAP documentation is available at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



## Florida Department of Environmental Protection

### **ATTACHMENT D** **FLORIDA RECREATION DEVELOPMENT ASSISTANCE** **PROGRAM** **CONTRACT PAYMENT REQUIREMENTS**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

## ATTACHMENT H

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, 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 staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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 Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 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 (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F 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).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, 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 Attachment indicates state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, 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(7), 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 \$750,000 in state financial assistance in its fiscal year, 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 \$750,000 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 non-state 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, 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 V: RECORD RETENTION**

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 Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, 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 Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1698A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund	2016-2017	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

<b>Total Award</b>					<b>\$50,000.00</b>	
--------------------	--	--	--	--	--------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



**RESOLUTION 2017-005**

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

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

**WHEREAS**, Mr. John Schaller was appointed for a term of three years; and

**WHEREAS**, Mr. Schaller's term has expired, he has submitted his resignation that he no longer wishes to serve, and a vacancy exists;

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

1. Mr. Thomas C. Bradley is hereby appointed to the Planning and Zoning Board of the City of Fruitland Park. His term shall expire September 30, 2018 to fulfill an expired term.

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

ADOPTED this 12<sup>TH</sup> day of January, 2017, by the City Commission of the City of Fruitland Park, Florida.

---

City of Fruitland Park  
Chris Cheshire, Mayor

Attest:  
Esther B. Coulson, City Clerk

---

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)  
Mayor Cheshire      \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Approved as to form and legality:

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

**PLEASE INDICATE YOUR PREFERENCE**

- BOARD OF TRUSTEES
- FIREFIGHTERS PENSION TRUST FUND
- CITIZENS' ADVISORY BOARD-CDBG
- CITIZENS' ADVISORY BOARD-Fire
- PLANNING AND ZONING BOARD
- \*LAKE COUNTY ARTS AND CULTURAL ALLIANCE
- \*LAKE COUNTY LIBRARY ADVISORY BOARD
- \*LAKE COUNTY PARKS, RECREATION AND TRAILS ADVISORY BOARD
- \*LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (LSMPO)
- BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE (BPAC)
- \*LSMPO CITIZENS ADVISORY COMMITTEE (CAC)
- \*LSMPO TECHNICAL ADVISORY COMMITTEE (TAC)
- CITY VOLUNTEERS
  - COACH - RECREATION
  - LIBRARY
  - POLICE

NAME: Thomas C Bradley DATE OF BIRTH 11/19/1955  
 ADDRESS 405 E Bidwell St CITY/ZIP FDK 34731  
 HOME PHONE NO. 352-408-2049 WORK PHONE NO. 352-748-0505  
 EMAIL ADDRESS tomboy712@comcast.net  
 LENGTH OF RESIDENCE IN CITY OF FRUITLAND PARK 18 yrs IN LAKE COUNTY 61 yrs  
 EMPLOYED BY Baddock Furniture (owner) LENGTH OF TIME 28 yrs  
 ADDRESS 350 Shopping Ctr Dr CITY/ZIP Wildwood 34785  
 EXPERIENCE RELATING TO THIS POSITION Business Owner, life long residence in area

SOME THOUGHTS YOU HAVE THAT YOU BELIEVE MIGHT CONTRIBUTE TO IMPROVE THIS BOARD OF: Being a life long resident + business owner gives me ability to balance preserving small town feeling + necessities of growth

IF APPOINTED, WHAT DO YOU BELIEVE YOUR RESPONSIBILITIES OR DUTIES WOULD BE? assist fellow board members make recommendations to commissioners

TWO REFERENCES (OTHER THAN FAMILY MEMBERS):  
 NAME Connie Bame ADDRESS Catawba PHONE 352-551-7758  
 NAME Jerry Kingery ADDRESS ✓ PHONE 352-638-1425  
 DATE 1/3/17 APPLICANT'S SIGNATURE Thomas C Bradley

RECEIVED JAN 04 2017

**Please complete a separate application for each board/commission you wish to serve on and TYPE OR PRINT CLEARLY.**

\*In addition to this form, please complete Lake County Board Committee General Application form attached or accessible under the following link: [https://www.lakecountyfl.gov/advisory\\_boards\\_and\\_committees/application\\_forms.aspx](https://www.lakecountyfl.gov/advisory_boards_and_committees/application_forms.aspx) and return both forms duly completed to the city clerk: 506 West Berckman Street, Fruitland Park, FL 34731. For other Lake County advisory boards and committees vacancies follow the instructions in completing the appropriate applications. Please note that the Lake County Board of County Commissioners may appoint someone who does not reside within the commission districts.



**AGENDA ITEM  
NUMBER  
4**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Local Planning Agency Meeting		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	Community Development Director/City Attorney		
<b>Date Submitted:</b>	December 8, 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>	LPA Agenda		
<b>Description of Item:</b>			
<b>Action to be Taken: Recess to LPA</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

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

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

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

Jack Deulh  
Mayor or Chairman

ATTEST:

Lois A. Lowery, City Clerk

FIRST READING: June 24, 1976

SECOND READING: Waived

THIRD READING: Waived



AGENDA ITEM  
NUMBER

**5a**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Emergency Reporting Fire Discussion		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	Fire Department Chief		
<b>Date Submitted:</b>	January 5, 2017		
<b>Are Funds Required:</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
<b>Account Number:</b>			
<b>Amount Required:</b>			
<b>Balance Remaining:</b>			
<b>Attachments:</b>	Yes		
<b>Description of Item:</b>	Fire Chief's discussion and request for emergency reporting fire records management system software for the fire department.		
<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





ONLINE  
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RECORDS  
MANAGEMENT



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ANYWHERE





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## COMPARE US WITH YOUR CURRENT SOFTWARE.

### EASY-TO-USE

Friendly dynamic user interface makes reporting fast and easy.

### COST-EFFECTIVE

No software or special hardware to buy.

### WEB-BASED ACCESS FROM ANYWHERE

Log into your account using a standard web browser.

### SECURE DATA

All data is secure and encrypted for online transfer 24/7/365.

### UNLIMITED CONCURRENT USERS

No added fees for additional licenses.

### CUSTOMIZED REPORTS

More than 850 reports with exponential customization.

### CAD LINK

Automatically insert 911 CAD data into your incident reports.

### EXPORT VALIDATION

NFIRS and NEMSIS Gold real time validation.

### MEDICAL BILLING LINK

Export data to your medical billing software.

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Personalized dashboard, interagency reporting and much more.

### AUTOMATIC BACKUP PROCEDURES

Reliable data backup process 24/7/365.

### AUTOMATIC UPGRADES

System enhancements occur automatically.

### GREAT SUPPORT

Friendly personnel available to help you.

### FAST ACCOUNT ACTIVATION

Receive access within hours of approval.

**FREE TRIAL**

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- ▶ Color-coded occupancies by hazard score (OVAP)

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- ▶ Message Center
- ▶ Prefire Plans
- ▶ Inventory
- ▶ Hydrants
- ▶ Library
- ▶ Equipment

- ▶ Events
- ▶ Payroll
- ▶ Reports
- ▶ Shifts
- ▶ Training

## NFIRS ONLY

- ▶ Administration
- ▶ Daybook
- ▶ Incidents (NFIRS)
- ▶ Reports



## FIRE & EMS

- ▶ NFIRS Reports
- ▶ NEMSIS Reports
- ▶ Administration
- ▶ Apparatus
- ▶ Calendar

- ▶ Daily Roster
- ▶ Fire Inspections
- ▶ Message Center
- ▶ Prefire Plans
- ▶ Inventory

- ▶ Hydrants
- ▶ Library
- ▶ Equipment
- ▶ Events
- ▶ Payroll

- ▶ Reports
- ▶ Shifts
- ▶ Training

## EMS

- ▶ NEMSIS Reports
- ▶ Administration
- ▶ Apparatus
- ▶ Calendar
- ▶ Daily Roster

- ▶ Message Center
- ▶ Inventory
- ▶ Library
- ▶ Equipment
- ▶ Events

- ▶ Payroll
- ▶ Reports
- ▶ Shifts
- ▶ Training

## NEMSIS ONLY

- ▶ Administration
- ▶ Daybook
- ▶ Incidents (NEMSIS)
- ▶ Reports



## RISK ASSESSMENT

- ▶ Analyze risks and hazards
- ▶ Plan resource deployment
- ▶ Compare data to other agencies
- ▶ No software installation required
- ▶ Supports the accreditation process

## VISION



*"Connecting the fire stations throughout the county using a private network, managed in-house, was going to be substantially more expensive than E.R.'s services solution. In addition, I honestly believe I could've operated your system without any training. I challenge anyone to do that with some of the competitor's products."*

**Steve Moody, Fire Chief**

Stafford County Fire Department - St. John, KS

*"We know we made the right choice with Emergency Reporting. The program is easy to use and the updates just keep coming. Keep up the good work and thank you!!!"*

**Randy Clark, Fire Chief**

Underhill-Jericho Fire Dept. - Underhill, VT

*"These days, I can't see why any department would go any other way. Emergency Reporting simplifies everything and allows us to do our work where it's convenient, not just at a computer where RMS software is installed. This is the perfect tool for our world!"*

**Jeff Stover, Information Services Officer**

Sophia City Fire Department - Sophia, WV

*"It's nice not to have to depend on our IT staff for assistance, because they are very busy."*

**Ken Dubuc, Assistant Chief / Fire Marshal**

Port Angeles Fire Department - Port Angeles, WA

**FREE TRIAL**



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**AGENDA ITEM  
NUMBER  
5b**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Resolution 2017-006 Budget Amendment BT2017-002		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	Fire Department Chief/City Treasurer/City Attorney		
<b>Date Submitted:</b>	January 5, 2017		
<b>Are Funds Required:</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
<b>Account Number:</b>	See Attached		
<b>Amount Required:</b>	See Attached		
<b>Balance Remaining:</b>	See Attached		
<b>Attachments:</b>	Yes (resolution forthcoming)		
<b>Description of Item:</b> Budget Amendment BT17-02 will increase the budget to contractual services for an emergency reporting software that was not budgeted. The money for this amendment will come out of the fire fee refund account. There is currently \$94,069 left in the fire refund account.			
<b>Action to be Taken:</b> Adopt Resolution 2017-006			
<b>Staff's Recommendation:</b> Approve Budget Amendment BT17-02			
<b>Additional Comments:</b>			

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

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

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2017-002

To: FIRE DEPARTMENT

Date: 4-Jan-2017

Prepared by: DONALD GILPIN  
Department Head

Approved: [Signature]  
City Manager

REVENUES:

Object name & # TRANSFER IN FROM FIRE FEE REFUND Amount: 4,000 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

EXPENDITURES:

Object name & # 01522-30340 CONTRACTUAL SERVICES Amount: 4,000 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Explanation: To purchase Emergency Reporting Software

Approved by Commission: \_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Mayor



Emergency Reporting  
 851 Coho Way, Suite 301  
 Bellingham, WA 98225  
 www.emergencyreporting.com  
 Phone: 866.773.7678  
 Fax: 866.929.6157

ER Contact Details

Prepared by Brian Falls Phone (602) 410-6704  
 Email brian@emergencyreporting.com Fax (866) 929-6157

Customer Contact Details

Account Name City of Fruitland Park Fire Department Quote Number 00009563  
 Contact Name Donald Gilpin Created Date 12/1/2016  
 Phone (352) 455-5229 Expiration Date 12/31/2016  
 Email dgilpin@fruitlandpark.org Customer Type New  
 Ship To 506 W. Berckman Street  
 Fruitland Park, FL 34731  
 USA  
 County Lake  
 Department Type Volunteer

Order Summary

Product	Line Item Description	Quantity	Sales Price	Discount	Total Price
Fire & EMS Package	Annual subscription fee	1.00	\$1,668.00	15.00	\$1,417.80
Fire & EMS Package Setup Fee	One-time setup fee	1.00	\$549.00	15.00	\$466.65
Flat File Parser CAD Link Setup Fee (Special)	One-time CAD Setup fee	1.00	\$1,000.00	50.00	\$500.00
Flat File Parser CAD Maintenance Fee	Annual CAD maintenance fee	1.00	\$200.00		\$200.00
Google Maps	Annual subscription fee	1.00	\$348.00	15.00	\$295.80
Google Maps Setup Fee	One-time setup fee	1.00	\$149.00	15.00	\$126.65

Summary

Bill To Name City of Fruitland Park Fire Department  
 Bill To 506 W. Berckman Street  
 Fruitland Park, FL 34731  
 USA  
 Billing Cycle Start 1/1/2017  
 Date  
 Payment Schedule Yearly

**Year 1 Total**  
 Yearly Subscription \$1,713.60  
 Fees  
 Annual CAD Link \$200.00  
 Maintenance Fees  
 Annual Vision Fee \$0.00  
 Annual Safety \$0.00  
 Analytics Fee  
 One-Time Setup \$1,093.30  
 Fees  
 Annual Interface \$0.00  
 Fee  
 Data Import Fee \$0.00  
 Training Fees \$0.00

Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.

Year One Total \$3,006.90  
Recurring Yearly \$1,913.60  
Total: Year 2+

Data Import & Contact Information - \*Required to Process Order

FDID:

EMS ID:

12111

\*Is the organization tax exempt? yes [ ] no [ ]  
If "Yes", please include a copy with your order form.

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email in the space provided above.

\*Do you have NFIRS data to be imported? yes [ ] no [ ]  
- This is included in your setup fee.

There is a \$500 charge (as a group) to import any of the non-NFIRS data listed below. If you wish to import any non-NFIRS data and the "import fee" is not a line item on this order form, please contact your sales rep to have the order form updated. Your order cannot be processed until this fee is added to the above products "line item" list. ER doesn't import training records at this time.

\*Dept. NFIRS Email Recipient: \_\_\_\_\_

\*Account Setup Contact Name: \_\_\_\_\_

\*Phone#: \_\_\_\_\_

\*e-mail: \_\_\_\_\_

Other Imports (Check all that apply - imported for a fee)

- Equipment
- Occupancy
- Hydrants
- Flow Test
- Other: \_\_\_\_\_

Notes / Comments

Special Order The CAD link may take up to 90 to 120 days to develop, test and deploy.  
Terms Special lake county pricing only valid on order received before Dec 31 2017.

Terms & Conditions

Emergency Reporting, a trade name of Reporting Systems, Inc. ("RSI"), and the above named account ("AGENCY") are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

RSI shall perform the following services:

1. Collect emergency response data via a website accessible at <https://secure.emergencyreporting.com>.
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System, version 2.2.1 Gold.
3. Provide EMS export services for states that are officially supported by RSI for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 2.2.1 Gold is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on page 1.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 2.2.1 Gold.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, RSI will configure direct submission to the state; if the state prohibits third party submissions, RSI will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with RSI's internal policies, federal HIPAA regulations, industry practices regarding security, and (if applicable) Department of Defense (DoD) requirements as outlined in DoD directive 8500.1, 8500.2, PIA & SORN, necessary STIGS, and others, as defined by the Secretary of Defense or his/her designee.
7. Provide access to the website by current browser technology as stated in the RSI Users Policies Manual.
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:





AGENDA ITEM  
NUMBER

**5c**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Resolution 2017-001 Special Fire Non-Ad Valorem Assessment		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	City Manager/City Attorney		
<b>Date Submitted:</b>	December 14, 2016		
<b>Are Funds Required:</b>	<input type="checkbox"/>	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 2017-001.		
<b>Staff's Recommendation:</b>	Approval.		
<b>Additional Comments:</b>	Resolution 2016-047, Notice of intent was adopted on December 8, 2016.		

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

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

**RESOLUTION 2017-001**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN CAREY BAKER, LAKE COUNTY PROPERTY APPRAISER AND THE CITY OF FRUITLAND PARK, FLORIDA FOR NON-AD VALOREM ASSESSMENTS ON TRIM NOTICE; 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 property appraiser in order to meet the statutory requirements for placement of the special assessment on the tax bill; 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 Agreement between Carey Baker, Lake County Property Appraiser and the City of Fruitland Park, Florida for Non-Ad Valorem Assessments on Trim Notice.

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

Section 1. The Agreement between Carey Baker, Lake County Property Appraiser and the City of Fruitland Park, Florida for Non-Ad Valorem Assessments on Trim Notice, **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

**AGREEMENT BETWEEN  
CAREY BAKER. LAKE COUNTY PROPERTY APPRAISER  
AND  
THE CITY OF FRUITLAND PARK  
FOR NON-AD VALOREM ASSESSMENTS ON TRIM NOTICE**

Deleted: TOWN OF LADY LAKE

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the **LAKE COUNTY PROPERTY APPRAISER**, a Constitutional Officer of the State of Florida, whose address is 320 West Main St. Suite A, Tavares, Florida 32778, hereinafter (the "Appraiser"), and the **CITY OF FRUITLAND PARK, FLORIDA**, a municipal corporation in Lake County, whose address is 500 W. Berckman St. Fruitland Park, FL 34731, hereinafter (the "Authority").

**WHEREAS**, the Appraiser has a constitutional responsibility to assess all property located in Lake County for ad valorem tax purposes; and

**WHEREAS**, Section 200.069, Florida Statutes requires the Appraiser to prepare and deliver to each taxpayer a notice of proposed property taxes, commonly known as and hereinafter referred to as "TRIM Notices"; and

**WHEREAS**, the Authority is authorized to impose non-ad valorem assessments; and

**WHEREAS**, the Appraiser and Authority desire to and find that it would be beneficial to the property owners of Lake County, Florida to include non-ad valorem assessments on TRIM Notices.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises and covenants set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the Property Appraiser of Lake County, Florida will allow the use of the TRIM Notice for the annual listing of those non-ad valorem assessments imposed by the Authority.
3. **Appraiser Obligations.** The Appraiser agrees:
  - A. To prepare and deliver TRIM Notices to the property owners of Lake County, Florida that list the non-ad valorem assessments set by the Authority, subject to the terms of this Agreement.
  - B. As of the date of this Agreement, the Appraiser has an agreement for TRIM Notice preparation and delivery services with Cathedral Corporation formerly known as Axis Data Solutions, Inc., a foreign for profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor." In the event, the Cathedral Corporation merges with another entity or no longer performs services for the Appraiser, the Appraiser will provide prompt written notice to the Authority. The Appraiser will thereafter notify the Authority of the new Vendor and whether services pursuant to this Agreement may be extended to the new Vendor. Thereafter, the Authority agrees to provide the subsequent Vendor with the information pursuant to the terms set forth in this Agreement.
  - C. To bill the Authority annually in advance, by no later than July 1, of the TRIM notice preparation and delivery for Vendor costs associated with the non-ad valorem data file

preparation and printing, including: programming, TRIM notice production, and non-ad valorem insert materials, printing of insert and insertion thereof. However, if the Authority does not request, need or use an insert no costs therefor shall be incurred, imposed or billed to the Authority. Additionally, the Appraiser anticipates that other municipalities and/or special districts will also enter into interlocal agreements with the Appraiser to have their non ad valorem assessments included on the TRIM notice. All costs described in this section shall be pro-rated among all said authorities and only those authorities utilizing an insert shall have those insert associated costs included in their respective interlocal agreement costs. The Agreement prices/costs provided by the Vendor, which as stated above are included in the costs described herein, shall prevail for the full duration of this Agreement.

D. To immediately notify the Authority as soon as the Appraiser learns of any problem or error in any submitted test or final files referenced in Section 4C & D herein so that Authority can meet deadlines set by the State of Florida.

**4. Authority Obligations.** The Authority agrees to:

A. All responsibility for the Authority's non-ad valorem assessment data file creation and quality control.

B. Provide the Vendor with the Authority's non-ad valorem assessment data file in a format specified by the Vendor and compliant with a format as specified by the Appraiser for testing, volume count, and project price estimation.

C. Provide the Vendor with the Authority's non-ad valorem assessment data file for final production and printing on the TRIM Notice. The Authority acknowledges and agrees that in order for the non-ad valorem assessments imposed by the Authority to be included by the Vendor on the TRIM Notices, the Authority must provide the data for both testing purposes and final file delivery on or before the calendar date specified annually by the Vendor. The Authority also agrees to participate timely in Quality Control of the sample TRIMs provided by the Vendor; including a sign-off for final production of the TRIM notices.

D. In the event that the Vendor does not receive the non-ad valorem assessment data test files by or on such date, the Authority acknowledges that the Appraiser will and has a right to move forward with the preparation and delivery of the TRIM Notices without the Authority's assessments information included. In the event the Vendor does not receive the final non-ad valorem assessment data final production files, or should the final production files contain errors causing the file not to load, or cause other errors, by or on such date, the Authority acknowledges and agrees that the Appraiser will and has a right to move forward with the preparation and delivery of the TRIM Notices without the Authority's assessments information included. The Authority understands that the Appraiser is subject to deadlines set by the State of Florida which cannot be waived.

E. The Authority agrees to provide the Appraiser a copy of the live file (in August) and the final non-ad valorem assessment file as provided to the Tax Collector (in September) for the Appraiser's use, including but not limited to, for the purpose of listing information on the Appraiser's website.

F. The Authority shall remain responsible for necessary advertising relating to any non-ad valorem assessment program.

G. The Authority may use the TRIM envelope for purposes providing information required pursuant to Florida Statute 197.3632 (4)(a) and (b). For this purpose, the Authority agrees to the use of a shared insert containing language required by statute, the Authority's Total Estimated Revenue, and the Total Estimated Revenue of other taxing authorities. Each Authority will be clearly defined and listed. The paper will be 8.5 x 11 white, 60 lbs stock paper. The Authority must provide the Property Appraiser with the Total Estimated Revenue by May 1.

Commented [AG1]: Will the City be able to meet this deadline?

5. **Error(s).** In the event that there is an error(s) listed on the final TRIM Notice, not caused by the clear fault of the Appraiser, the Authority agrees not to hold the Appraiser liable and/or to make any claim against the Appraiser for such error(s). In the event the TRIM Notice(s) have to be reprinted by the Vendor, either as a requirement of law or as instructed by the Department of Revenue due to an error(s) in the listed non-ad valorem assessment imposed by the Authority, the Authority agrees to pay all costs, labor, and fees associated with the reprinting and inclusion of a buckslip containing a clear explanation as to why the owner is receiving the reprinted TRIM. However, if said requirement of law or DOR instruction applies to an error in the Authority's listed non-ad valorem assessment and also in any other listed non-ad valorem assessment by one or more of the other authorities referenced in paragraph 3C above then the cost for reprinting the TRIM and inclusion of a joint buckslip containing a clear explanation as to why the land owner is receiving the reprinted TRIM shall be pro-rated among all those authorities. In the event of error(s) in the listed non-ad valorem assessment imposed by the Authority which requires notification to the property owners, either as a requirement of law or as instructed by the Department of Revenue, without reprinting of the TRIM by the Vendor, the Authority agrees to be solely responsible for providing said notice by first-class mailing to the property owners subject to the assessment, if legally necessary, explaining said error, the need for the revised notice and identifying that the corrected notice is coming from the Authority.

6. **Term.** This Agreement shall become effective upon execution by all the parties and shall continue and extend uninterrupted from year to year, automatically renewed for successive periods of one year each, until such time as this Agreement is terminated by the parties. Either party may terminate this Agreement without cause by providing written notice to the other party by April 1 of a calendar year.

7. **General Provisions.**

A. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, and addressed as follows:

Property Appraiser:  
Carey Baker  
Lake County Property Appraiser's Office  
320 W. Main St., Suite A  
Tavares, FL 32778-3814

Authority:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

B. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith. Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

C. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

D. The parties shall abide by all statutes, ordinances, rules and regulations pertaining to the levy and collection of the non-ad valorem assessments, including those now in effect and hereafter adopted.

E. To the extent permitted by §768.28, Florida Statutes, the Authority shall hold the Appraiser harmless for any mistakes the Authority makes in levying its non-ad valorem special assessments. In the event of lawsuits filed by the taxpayers in regards to the levying of the Authorities non ad-valorem special assessment, the Authority agrees to support a motion to dismiss the Appraiser from the case. The Appraiser has no involvement with either the levy of the non-ad valorem special assessments or with the proper notices and procedures required of the Authority. To the extent permitted by §768.28, Florida Statutes, the Appraiser shall hold the Authority harmless for any mistakes the Appraiser makes in the TRIM notice. The Authority has no involvement with the preparation of the TRIM notice other than supplying information regarding the Authorities non-ad valorem assessment to the Vendor as outlined herein.

F. In the event legal action is taken to enforce or interpret the terms of this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida and any trial shall be non-jury.

G. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

H. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary.

- I. Pursuant to Section 119.0701, Florida Statutes, the Authority shall comply with the Florida Public Records' laws, and shall:
1. Keep and maintain public records that ordinarily and necessarily would be required in order to perform the services identified herein.
  2. Provide the public with access to public records on the same terms and conditions that the Appraiser would provide the records and at a cost that does not exceed the cost provided for by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  4. Meet all requirements for retaining public records and transfer, at no cost, to the Appraiser all public records in possession of the Authority upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Appraiser in a format that is compatible with the information technology systems of the Appraiser.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Appraiser duly authorized to execute the same and by Authority, through its duly authorized representative.

AUTHORITY CITY CLERK

AUTHORITY CITY MANAGER

Deleted: TOWN

Deleted: TOWN

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

Deleted: 6

PROPERTY APPRAISER

\_\_\_\_\_  
Witness, Chief Deputy

\_\_\_\_\_  
Carey Baker, Lake County Property Appraiser

This \_\_\_\_ day of \_\_\_\_\_, 2016.



**From:** Prestridge, Michael  
**To:** [Gary La Venia](#)  
**Cc:** [Joannine Racine-Michaud](#); [Esther Coulson](#); [Woods, Daena](#); [Baker, Carey L.](#)  
**Subject:** Non-Ad Valorem assessment TRIM agreement  
**Date:** Thursday, December 15, 2016 4:31:45 PM  
**Attachments:** [image011.png](#)  
[Non-AdAssessmentNotice\\_197\\_3632\\_Insert\\_Final\\_Verified.docx](#)  
[Fruitland\\_Park\\_Fire\\_Signed\\_Agreement.pdf](#)  
[Draft\\_Agreement\\_Fruitland\\_Park.docx](#)

Good afternoon Gary,

I received a copy of Res 2016-047 electing to use the Uniform Method of Collection for the Fire non-ad valorem assessment. Last year, the Property Appraiser finalized an agreement per 197.3632 so that the city will receive a June 1 data file (to be used by your vendor for the preparation of the data file sent to the Tax Collector on Sept 15<sup>th</sup>). There is no need for an update to this agreement. A PDF copy is attached for reference.

When I last saw you at the League of Cities meeting, we also discussed placing your non-ad valorem onto the TRIM notice so that property owners in Fruitland Park will have all the information prior to the November tax bills (no surprises). This year (2016) was the 1<sup>st</sup> year in which we formalized agreements and a process for the various cities to utilize the TRIM for this purpose. The process went smoothly; especially for those using Government Services Group (GSG). Sandi Melgarejo and her team handled the process and file creation for their clients. Six taxing authorities with a total of 11 assessments participated.

I encourage you to again consider the benefits of placing the non-ad valorem assessment on the TRIM notice. The cost to each city this year was very little (shown below in the green column); plus, that cost included placing a generic insert into the TRIM which can satisfy requirements of first-class mailings per 197.3632. A copy of this year's insert is attached as an example.

To proceed with placing the city's non-ad valorem assessment on the August 2017 TRIM notice, we need a separate agreement. Attached is a word document titled *Draft Agreement Fruitland Park* for your review. This is the agreement currently in place with Lake County BCC, Astatula, Lady Lake, Leesburg, Mascotte, and Villages CDD #11.

If the city desires the use of the TRIM, we will need to have this agreement in place by April 1; as we begin the process of test files in early May.

Thank you,  
Michael

TAXING AUTHORITY	Type of Assessment	Preliminary Test Files Sent to Cathedral	Record Count	Total Estimated Revenue	Reviewed Draft Agreement	Signed Agreement Sent to Authority	Signed Agreement Received From Authority	Will Use Mass Generic Insert	Verified Generic Insert Data	Programming Costs per Taxing Authority	Generic Insert Costs	TOTAL Estimated Costs for 2016
										14 Hours Total x \$75 per hr.		
County BCC	Fire	✓	70,375	\$17,263,113.00	✓	✓	✓	✓	✓	\$175.00	\$2,879.75	\$3,054.75
	Solid Waste	✓	67,233	\$12,528,541.00	✓			✓	✓			
Astatula	Solid Waste	✗	708	\$170,208.86	✓	✓	✓	✓	✓	\$175.00	\$28.97	\$203.97
Lady Lake	Fire	✓	5,163	\$766,099.17	✓	✓	✓	✓	✓	\$175.00		
	Solid Waste	✓	7,344	\$1,234,926.00	✓			✓	✓		\$300.52	\$475.52
Leesburg	Fire	✓	8,012	\$1,223,725.00	✓	✓	✓	✓	✓	\$175.00	\$327.85	\$502.85
Mascotte	Fire	✓	2,450	\$288,896.00	✓	✓	✓	✓	✓	\$175.00	\$100.25	\$275.25
	Solid Waste	✓	1,679	\$417,594.00	✓			✓	✓			
	Street Lighting	✓	1,738	\$119,897.00	✓			✓	✓			
Villages of Fruitland Park CDD No. 11	Maintenance	✓	2,092	not applicable	✓	✓	✓	✗	✗	\$175.00		\$175.00
	Bond	✓						✗	✗			

Michael W. Prestridge, CCF, CFE  
Chief Deputy  
Representing the Honorable Carey Baker, CFA, Property Appraiser  
Lake County Property Appraiser's Office  
320 W. Main St. Suite A  
Tavares, FL 32778-3831  
Voice 352.253.2153 Fax 352.253.2155  
Email [mprestridge@lcpafl.org](mailto:mprestridge@lcpafl.org)  
Web [www.lcpafl.org](http://www.lcpafl.org)

The Lake County Property Appraiser's Office is honored to be the recipient of:



The IAAO Public Information Program Award    The NACo Public Information Achievement Award

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**AGENDA ITEM  
NUMBER**  
**5d**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	CRA FY 2016-17 Tax		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	City Treasurer		
<b>Date Submitted:</b>	December 14, 2016		
<b>Are Funds Required:</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
<b>Account Number:</b>	01519-30491 OGS Redevelopment Taxes		
<b>Amount Required:</b>	\$89,888		
<b>Balance Remaining:</b>	\$0.00		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b> Approve payment from the General Fund to the Redevelopment Fund for the Redevelopment taxes for FY 2016-17. Tax calculation are based on increase in property value over the base year 1994 divided by 1000 (\$23,736) times the millage (3.9863) times 95%. The total is \$89,888.			
<b>Action to be Taken:</b> Review and approve/deny			
<b>Staff's Recommendation:</b> Approve			
<b>Additional Comments:</b>			

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

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



506 W. Berckman Street  
Fruitland Park, FL 34731

Tel. (352) 360-6727  
Fax. (352) 360-6686

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December 14, 2016

Christopher Cheshire, Mayor  
City of Fruitland Park  
506 West Berckman Street  
Fruitland Park, FL 34731

Re: Fruitland Park Community Redevelopment Agency (00F1) - 2016 Taxes \$89,888

Dear Mayor Cheshire:

The Lake County Property Appraiser provided the City of Fruitland Park Community Redevelopment Agency (FPCRA-00F1) with the final taxable value of \$41,632,212 for the tax year 2016. This is an incremental increase of \$23,736,102 over the 1994 base year.

The amount due to the FPCRA from the City of Fruitland Park taxing authority is **\$89,888** ( $\$23,736.10 \times 3.9863 \text{ mills} \times .95$ ). Please remit payment to the City of Fruitland Park by January 31, 2017.

Sincerely,

Jeannine Michaud  
City Treasurer

Cc: City Manager  
City Clerk  
File

Fruitland Park Community Redevelopment Agency *00F1*  
 2016 Redevelopment Taxes ( FY 2017 )

DR420TIF	Line 2	Line 1	Line 13			
	<b>TaxVal 1994</b>	<b>Tax Value</b>	<b>Senior Ex</b>	<b>Increase over</b>		
	<b>Base Year</b>	<b>(Certified)</b>	<b>sos</b>	<b>base year</b>	<b>Millage</b>	<b>Tax due</b>
City of Fruitland Park	17,896,110	41,632,212		23,736,102	3.9863	\$ 89,888.26
Lake Co. Water Authority	17,896,110	41,632,212		23,736,102	0.2554	5,759.09
Lake Co. Ambulance MSTU	17,896,110	41,632,212	(225,674)	23,510,428	0.4629	10,338.83
Lake Co. Board of Co Commission	17,896,110	41,632,212	(225,674)	23,510,428	5.1180	114,310.05
						<b>\$ 220,296.23</b>



**AGENDA ITEM  
NUMBER  
5e**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	2017 City Commission Priorities		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	City Manager		
<b>Date Submitted:</b>	January 3, 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>	None		
<b>Description of Item:</b> Discussion on 2017 priorities.			
<b>Action to be Taken:</b> City commission discretion			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

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

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



**AGENDA ITEM  
NUMBER**  
**5f**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Second Reading and Public Hearing – Ordinance 2016-029 Solid Waste Increase			
<b>For the Meeting of:</b>	January 12, 2017			
<b>Submitted by:</b>	City Treasurer/City Attorney/Finance			
<b>Date Submitted:</b>	November 30, 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>	Yes			
<b>Description of Item:</b> Proposed ordinance increases solid waste collections and recycling at two percent (2%) effective January 1, 2017, according to Waste Management Inc's contract which allows an annual increase each January.				
Residential will increase to \$.23 from \$18.52 to \$18.75 per month (includes recycling increase), Commercial weekly pick up will increase to \$.15 from \$19.72 to \$19.87 per month, and Commercial biweekly pick up will increase to \$.17 from \$21.56 to \$21.73 per month				
<b>Action to be Taken:</b> Enact Ordinance 2016-029.				
<b>Staff's Recommendation:</b> Approval.				
<b>Additional Comments:</b> First reading was held on December 8, 2016.				

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

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

**ORDINANCE 2016-029**

**AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; AMENDING SECTION 99.40, IN CHAPTER 99 OF THE CODE OF ORDINANCES TO INCREASE REFUSE COLLECTION FEES BY 2% EFFECTIVE JANUARY, 2017; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 98-12 of the Code of Ordinances provides that fees for the collection and disposal of refuse shall be as provided for by city ordinance; and

**WHEREAS**, pursuant to the contract between the City of Fruitland Park and Waste Management, an annual increase each January is allowed; and

**WHEREAS**, the City has authority to and does exercise its proprietary right as a local government to impose fees for the collection and disposal of refuse.

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

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

**Section 2. Amendment.** Section 99.40 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 99.40. - Refuse collection fees.

(A) The city ~~clerk~~ is authorized to charge a fee for refuse collection as set forth in division (B) below.

(B) The refuse collection services for which the city ~~clerk~~ shall charge a fee and the amount of fee for each service are as follows:

(1) Residential collection, monthly fee.

(a) *Manual curbside pickup:*

	NUMBER OF 32 GALLON CONTAINERS
TWICE WEEKLY COLLECTION	1 through 6
	\$18.75

(b) *Mechanical containerized service:* Shall be the same as the commercial containerized service fees set forth below except that the disposal component of the fee shall be those disposal fees for residential service established by the disposal site Lake County multiplied by the residential units.

(2) Commercial collection, monthly fee.

(a) *Manual curbside pickup:*

		NUMBER OF 32 GALLON CONTAINERS	
NUMBER WEEKLY COLLECTIONS	OF	1 through 6	
		1	\$19.87
		2	21.73

(b) *Mechanical containerized service:*

Commercial Collection  
Mechanical Containerized Service

# OF WKLY Collections	SIZE OF CONTAINER IN CUBIC YARDS			
	2	4	6	8
1	\$ 83.13	\$157.55	\$ 226.50	\$ 279.10
2	163.02	311.84	449.82	554.97
3	242.92	466.17	673.09	830.82
4	322.79	620.48	896.37	1,106.26
5	402.66	774.79	1,119.64	1,382.51
6	482.58	929.09	1,342.91	1,658.36

(3) Reserved.

(4) The fee for any refuse collection service not specifically set forth above shall be determined by negotiation between the city, the hauler, and the customer. However, in the event that a fee cannot be agreed upon, the city manager shall set the fee.

(C) The fees charged pursuant to this section shall be charged only for those refuse collection services provided under Chapter 98 of this Code. For purposes of this section, users of the city's water system shall be considered receivers of the city's refuse service.

(D) The fee charged for refuse collection shall be charged monthly.

(E) Failure by any person or business entity to remit a fee charged pursuant to this section shall result in any or all of the following:

- (1) Discontinuance of refuse collection service;
- (2) Discontinuance of water service;
- (3) Institution of enforcement proceedings by the code enforcement officer;
- (4) Institution of judicial enforcement and collection proceedings; or
- (5) Any other enforcement and collection proceedings deemed necessary by the city manager.



(F) Any person or business entity desiring to challenge an amount charged pursuant to this section shall request a hearing meeting with the city manager regarding the disputed amount. Upon a request for hearing a meeting pursuant to this division, the city manager shall schedule a hearing meeting with the complainant. Upon the conclusion of the hearing meeting, the city manager shall have the authority to make any adjustment to the amount in dispute that he deems necessary. The city manager's decision shall be final.

**Section 3. Inclusion in Code.** It is the intent of the Commissioners that the provisions of this Ordinance shall become and be made a part of the City of Fruitland Park Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

**Section 4. Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

**Section 5. Effective Date.** This ordinance shall become effective as provided for by law.

PASSED and ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the City Commission of the City of Fruitland Park, Florida.

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

Attest:

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

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)  
Mayor Cheshire \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

First Reading December 8, 2016\_\_\_\_\_

Second Reading \_\_\_\_\_

Approved as to form and legality:

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



**AGENDA ITEM  
NUMBER**  
**5g**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Public Hearing - Ordinance 2016-030 – Moratorium Medical Cannabis Activities		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	City Attorney/City Manager		
<b>Date Submitted:</b>	December 2, 2016		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>			
<b>Amount Required:</b>			
<b>Balance Remaining:</b>			
<b>Attachments:</b>	Ordinance 2016-030		
<b>Description of Item:</b> The City Commission gave direction to bring forward an ordinance imposing a moratorium on issuing a city local business tax receipt for the purpose of engaging in, operating, or managing a business or facility for Medical cannabis activates. The attached ordinance imposes such a moratorium in order to give time to determine whether regulations pertaining to the location and number of dispensing facilities are justified and appropriate.			
The moratorium will be in effect until May 27, 2017 or expire upon the earlier of the following:			
<ul style="list-style-type: none"> <li>(1) On May 25 2017;</li> <li>(2) The effective date of an ordinance, adopted by the city commission, to address Medical cannabis activities in the City of Fruitland Park; or</li> <li>(3) At such time as the city commissioner receives a report from Staff regarding the impact of Medical cannabis activities in the City of Fruitland Park and votes by majority vote to repeal this moratorium.</li> </ul>			
<b>Action to be Taken: Enact Ordinance 2016-030</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b> The first reading was held on December 8, 2016.			

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

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

**ORDINANCE 2016-030**

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE CORPORATE LIMITS OF THE CITY OF FRUITLAND PARK PROHIBITING MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, in 2014, the Florida legislature passed the Compassionate Medical Cannabis Act (“Compassionate Use Act”) legalizing the cultivation, processing and dispensing of low-THC cannabis by a qualified dispensing organization for qualified patients; and

**WHEREAS**, in 2016, the Florida legislature amended the Right to Try Act, amending the Compassionate Use Act and legalized the cultivation, production and dispensing of medical cannabis, and derived products, by a qualified dispensing organization for eligible patients; and

**WHEREAS**, future constitutional amendments and legislation may further expand the legal use of medical cannabis in Florida; and

**WHEREAS**, businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

**WHEREAS**, the Commissioners desires to discuss the impacts on city resident of medical cannabis dispensing facilities within the City; and

**WHEREAS**, the Commission need time in which to evaluate whether regulations pertaining to the location and number of dispensing facilities are justified and appropriate; and

**WHEREAS**, the Commissioners finds that regulation of the cultivating and dispensing of cannabis will benefit the health, safety and welfare of the residents of Fruitland Park and will reduce adverse impacts on the community; and

**WHEREAS**, the purpose of this ordinance is to place a temporary moratorium on cannabis dispensing businesses, as defined herein, for a period of time that is reasonably necessary for the Commissioners to determine proper regulations regarding such businesses and facilities, if deemed advisable.

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

**Section 1.     Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.     Amendment.** The Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended by adding Chapter 104, entitled “Community Protection” which reads as follows:

**CHAPTER 104 – COMMUNITY PROTECTION**

**ARTICLE I. MEDICAL CANNABIS ACTIVITIES.**

**Sec. 104.01. Definitions.**

For the purposes of this article, the following terms, whether appearing in the singular or plural form, shall have the following meanings:

Low-THC cannabis means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

Medical cannabis activities means the growing, plating, harvesting, drying, processing and wholesale and retail sale of Medical cannabis, including Low-THC cannabis and derivative products, or any subset of such activities, or any related activities.

Medical cannabis means the substance defined in section F.S. § 381.986, as may be amended.

**Sec. 104.02. Moratorium.**

(a) As of the effective date of this article, a moratorium shall exist until May 25, 2017, or sooner as provided herein, during which time the city shall not issue any new local business tax receipt to any person or entity for the purpose of engaging in, operating, or managing a business or facility for Medical cannabis activities.

(b) The moratorium shall expire upon the earlier of the following:

(1) On May 25 2017;

(2) The effective date of an ordinance, adopted by the city commission, to address Medical cannabis activities in the City of Fruitland Park; or

(3) At such time as the city commissioner receives a report from Staff regarding the impact of Medical cannabis activities in the City of Fruitland Park and votes by majority vote to repeal this moratorium.

(c) The on-site sale, provision, or dispensing of Medical cannabis, Low-THC and cannabis derivative products in incorporated Fruitland Park is prohibited during the moratorium period, except as set forth in applicable federal, state or local law.

**Section 3. Inclusion in Code.** It is the intent of the Commissioners that the provisions of this Ordinance shall become and be made a part of the City of Fruitland Park Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

**Section 4. Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

**Section 5. Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send a certified copy of this Ordinance to the Secretary of State for the State of Florida.

**Section 6. Effective Date.** This ordinance shall become effective as provided for by law.

PASSED and ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City Commission of the City of Fruitland Park, Florida.

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

Attest:  
Esther B. Coulson, City Clerk

\_\_\_\_\_

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

First Reading December 8, 2016

Second Reading \_\_\_\_\_

Approved as to form and legality:

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

FILED with the Secretary of State the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**AGENDA ITEM  
NUMBER**

**5h-i**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Quasi-Judicial Public Hearings				
<b>For the Meeting of:</b>	January 12, 2017				
<b>Submitted by:</b>	City Clerk				
<b>Date Submitted:</b>	January 4, 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>Pursuant to F.S. 286.0115 and the City of Fruitland Park's Quasi-Judicial Hearings Procedures adopted by Resolution 2004-014 allows the city to remove the presumption of prejudice attached to ex-parte communications with elected officials in quasi-judicial proceedings and establishes a process for the disclosure of such communications.</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 2004-014**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; RELATING TO QUASI-JUDICIAL HEARINGS; ESTABLISHING PROCEDURES FOR THE DISCLOSURE OF EX PARTE COMMUNICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statute 286.0115 allows municipalities to remove the presumption of prejudice attached to ex parte communications with local public officials in quasi-judicial proceedings through the adoption of a resolution or ordinance establishing a process for the disclosure of such communications; and

**WHEREAS**, the City Commission of the City of Fruitland Park desires to implement the provisions of F.S. 286.0115 with respect to quasi-judicial proceedings which occur before the City Commission as well as city boards and committees.

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

**Section 1.** The following procedures shall apply with regards to any quasi-judicial matters before the City Commission or any board or committee of the City:

**Procedures for quasi-judicial hearings;  
Disclosure of ex parte communications.**

(a) *Intent.* Pursuant to Section 286.0115(1), Florida Statutes, it is the intent of the city commission that this section is intended to remove the presumption of prejudice from *ex parte* communications with city officials and to permit, among other things, site visits, the receipt of expert opinion, and the review of mail and other correspondence relating to quasi-judicial proceedings by said city officials. .

(b) *Definitions.* As used in this section, the following terms shall be defined as follows:

- (1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.
- (2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective



or part of the evidence with regard to a quasi-judicial action pending before the commission or board on which the city official serves. *Ex parte* communications occur at other than a public meeting of the board on which the city official serves at which the quasi-judicial action discussed has been publicly noticed.

- (3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.
- (4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.
- (5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

(c) *Ex parte communications between city officials and members of the public.*

- (1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.
- (2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

however, shall restrict a city official access to city staff or expert witness or consultant retained by the City.

(3) Disclosure.

- (A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.
  - (B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.
  - (C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.
- (d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.
- (e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.
- (f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or

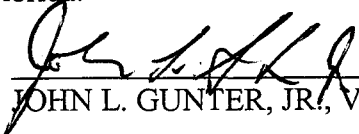
written communication, the document shall be placed in the official file regarding the pending quasi-judicial matter and maintained in the city clerk's records.

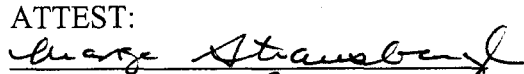
- (g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.
- (h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.

**Section 2.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

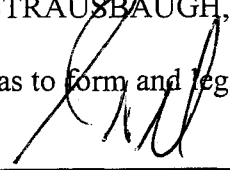
**Section 3.** This resolution shall be effective upon passage.

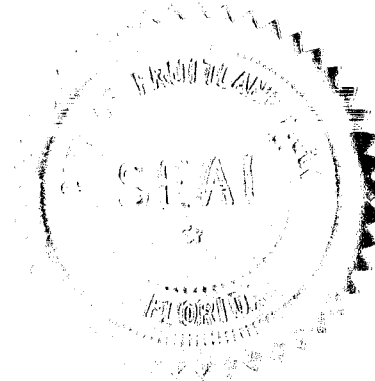
**PASSED AND RESOLVED** this 24<sup>th</sup> day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.

  
\_\_\_\_\_  
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:  
  
\_\_\_\_\_  
MARGE STRAUSEBAUGH, CITY CLERK

Approved as to form and legality:

  
\_\_\_\_\_  
Scott A. Gerken, City Attorney





**AGENDA ITEM  
NUMBER  
5h**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Quasi-Judicial Public Hearing - First Reading - Ordinance 2017-002 Boundary Amendment		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	City Manager/Community Development Director/City Attorney		
<b>Date Submitted:</b>	January 5, 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> Proposed ordinance was considered before the LPA.			
<b>Action to be Taken:</b> LPA's recommendations.			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

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

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

**ORDINANCE 2017 - 002**

**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 0.33 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND EAST OF LAKE JOSEPHINE DRIVE; 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.**

**WHEREAS**, a petition has been submitted by Shams Tabrez, SEMS Property Owners, LLC, Owner, requesting that approximately 0.33 acres of real property generally located north of CR 466A and east of Lake Josephine Drive (the “Property”) be annexed to and made a part of the City of Fruitland Park; and

**WHEREAS**, the petition bears the signature of all applicable parties; and

**WHEREAS**, the required notice of the proposed annexation has been properly published; and

**WHEREAS**, the Property is contiguous to the City limits and is reasonably compact.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Fruitland Park, Florida, as follows:

Section 1.

The following described property consisting of approximately 0.33 acres of land generally located north of CR 466A and east of Lake Josephine Drive, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

**LEGAL DESCRIPTION:** Lot 10, Block E, Florida Fruitland Park Tropical Homesites, according to the plat thereof, recorded in Plat Book 12, Page 34, of the Public Records of Lake County, Florida.

**Parcel Alternate Key No. 1429803**

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

**PASSED AND ORDAINED** in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, CMC, City Clerk

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

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_



**AGENDA ITEM  
NUMBER  
5i**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Quasi-Judicial Public Hearing - First Reading - Ordinance 2017-002 Comprehensive Plan			
<b>For the Meeting of:</b>	January 12, 2017			
<b>Submitted by:</b>	City Manager/Community Development Director/City Attorney			
<b>Date Submitted:</b>	January 5, 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> Proposed ordinance was considered before the LPA.				
<b>Action to be Taken:</b> LPA's recommendations.				
<b>Staff's Recommendation:</b>				
<b>Additional Comments:</b>				

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

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

**ORDINANCE 2017 - 003**

**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 0.33± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND EAST OF LAKE JOSEPHINE DRIVE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been received from Shams Tabrez, SEMS Property Owners, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Commercial" under the Comprehensive Plan for the City of Fruitland Park; and

**WHEREAS**, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

**WHEREAS**, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Fruitland Park, Florida, as follows:

**Section 1:** The following described property consisting of approximately 0.33 ± acres generally located north of CR 466A and east of Lake Josephine Drive and more particularly described as follows:

**LEGAL DESCRIPTION:** Lot 10, Block E, Florida Fruitland Park Tropical Homesites, according to the plat thereof, recorded in Plat Book 12, Page 34, of the Public Records of Lake County, Florida.

**Parcel Alternate Key No. 1429803**

shall be assigned a land use designation of Commercial under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 2:** A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

**Section 3:** The City Manager or his designee, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Fruitland Park.



**Section 4: Severability.**

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6:** This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 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.

**PASSED AND ORDAINED** in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

(SEAL)

ATTEST:

Approved as to Form:

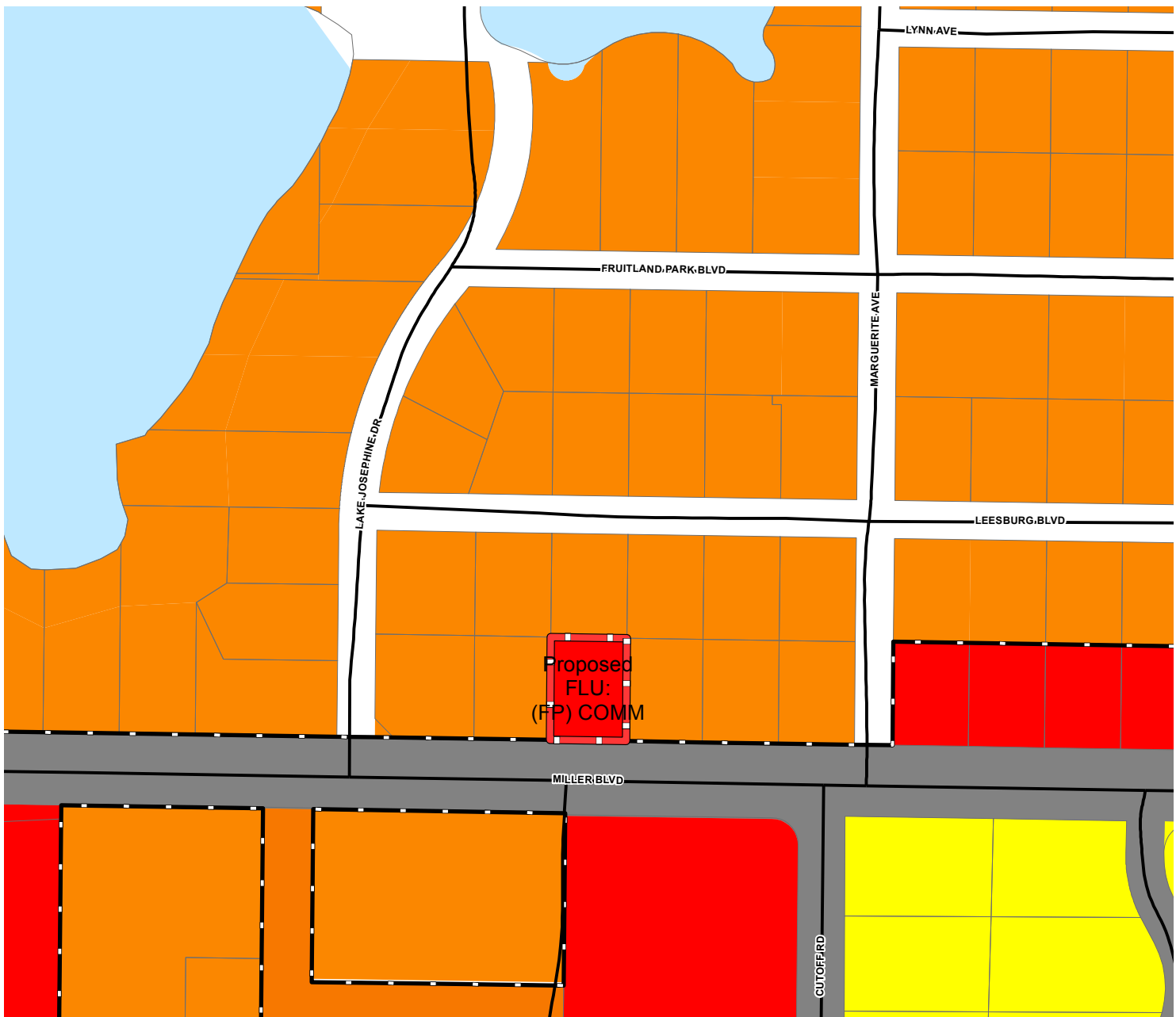
\_\_\_\_\_  
Esther Coulson, CMC, City Clerk

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

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_

**EXHIBIT A**



**Legend**

Site Boundary

City of Fruitland Park

Lake County Future Land Use

City

Urban Low Density

Urban Medium Density

Water

City of Fruitland Park Future Land Use

SFLD -- Single - Family Low Density (2 du/ac)

SFMD -- Single - Family Medium Density (4 du/ac)

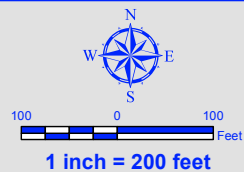
MFHD -- Multiple - Family High Density (15 du/ac)

COMM -- Commercial - High Intensity

MC -- Mixed Community (6 res. du/ac)

ROW -- Right-of-Way

COMM -- Commercial - High Intensity



**City of Fruitland Park**  
**SEMS Property Owners, LLC**  
 Lake County, Florida  
 Proposed Future Land Use

Project: 398-16-07  
 File: Proposed FLU.mxd  
 Name: SEMS  
 PM: Sherie Lindh  
 Date: November 16, 2016  
 Created By: J.Wilson





**AGENDA ITEM  
NUMBER  
5j**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Quasi-Judicial Public Hearing - First Reading - Ordinance 2017-004 Rezoning		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	City Manager/Community Development Director/City Attorney		
<b>Date Submitted:</b>	January 5, 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> Proposed ordinance was considered before the LPA.			
<b>Action to be Taken:</b> LPA's recommendations.			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

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

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

**ORDINANCE 2017 -004**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.33 ± ACRES OF THE PROPERTY FROM LAKE COUNTY MIXED RESIDENTIAL DISTRICT (R-7) TO NEIGHBORHOOD COMMERCIAL (C-1) 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.**

**WHEREAS**, a petition has been submitted by Shams Tabrez, SEMS Property Owners, LLC as Owner, requesting that approximately 0.33 acres of real property generally located north of CR 466A and east of Lake Josephine Drive (the “Property”) be rezoned from Lake County Mixed Residential District (R-7) to Neighborhood Commercial (C-1) within the city limits of Fruitland Park; and

**WHEREAS**, the petition bears the signature of all applicable parties; and

**WHEREAS**, the required notice of the proposed rezoning has been properly published; and

**WHEREAS**, the City Commission reviewed said petition, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Fruitland Park, Florida, as follows:

Section 1. The following described property consisting of approximately 0.33 ± acres of land generally located north of CR 466A and east of Lake Josephine Drive shall hereafter be designated as C-1, Neighborhood Commercial, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

**LEGAL DESCRIPTION:** Lot 10, Block E, Florida Fruitland Park Tropical Homesites, according to the plat thereof, recorded in Plat Book 12, Page 34, of the Public Records of Lake County, Florida.

**Parcel Alternate Key No. 1429803**

Section 2. That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance shall become effective immediately upon the effective date of the comprehensive plan amendment for the subject property. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

**PASSED AND ORDAINED** in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

[SEAL]

ATTEST:

Approved as to Form:

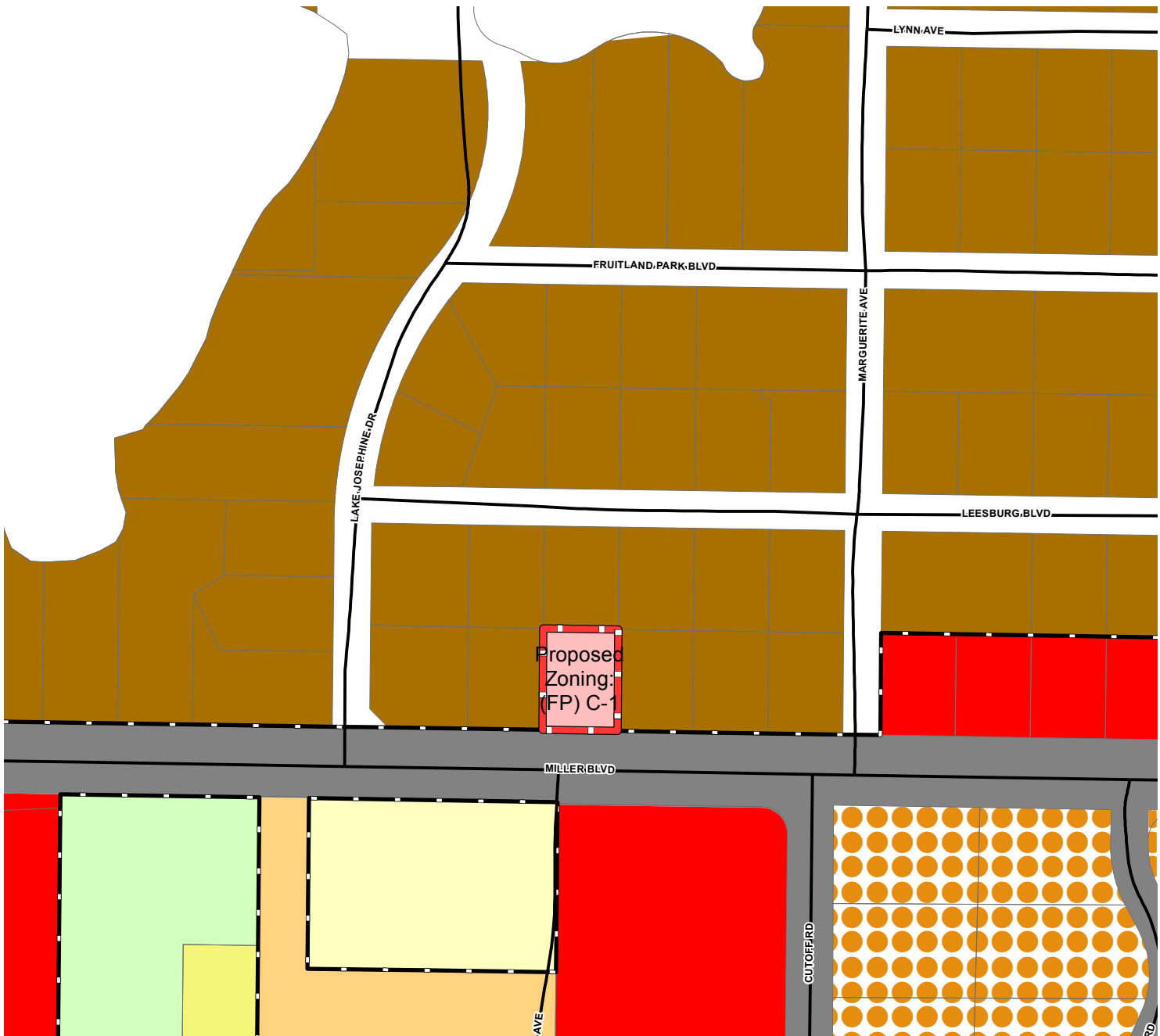
\_\_\_\_\_  
Esther Coulson, CMC, City Clerk  
(SEAL)

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













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

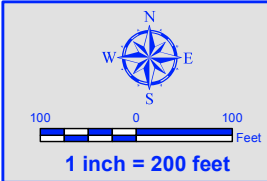
Passed First Reading \_\_\_\_\_

Passed Second Reading \_\_\_\_\_



Proposed  
Zoning:  
(FP) C-1

<u>Legend</u>	
 Site Boundary	<u>City of Fruitland Park Zoning</u>
 City of Fruitland Park	 R-1 -- Single - Family Low Density Residential
 "A" Agriculture District	 R-3 -- Multi-Family High Density Residential
 "R-1" Rural Residential	 C-2 -- General Commercial
 "R-2" Estate Residential	 PUD -- Planned Unit Development
 "R-7" Mixed Residential District	 ROW -- Right-of-Way
	 C-1 -- Neighborhood Commercial

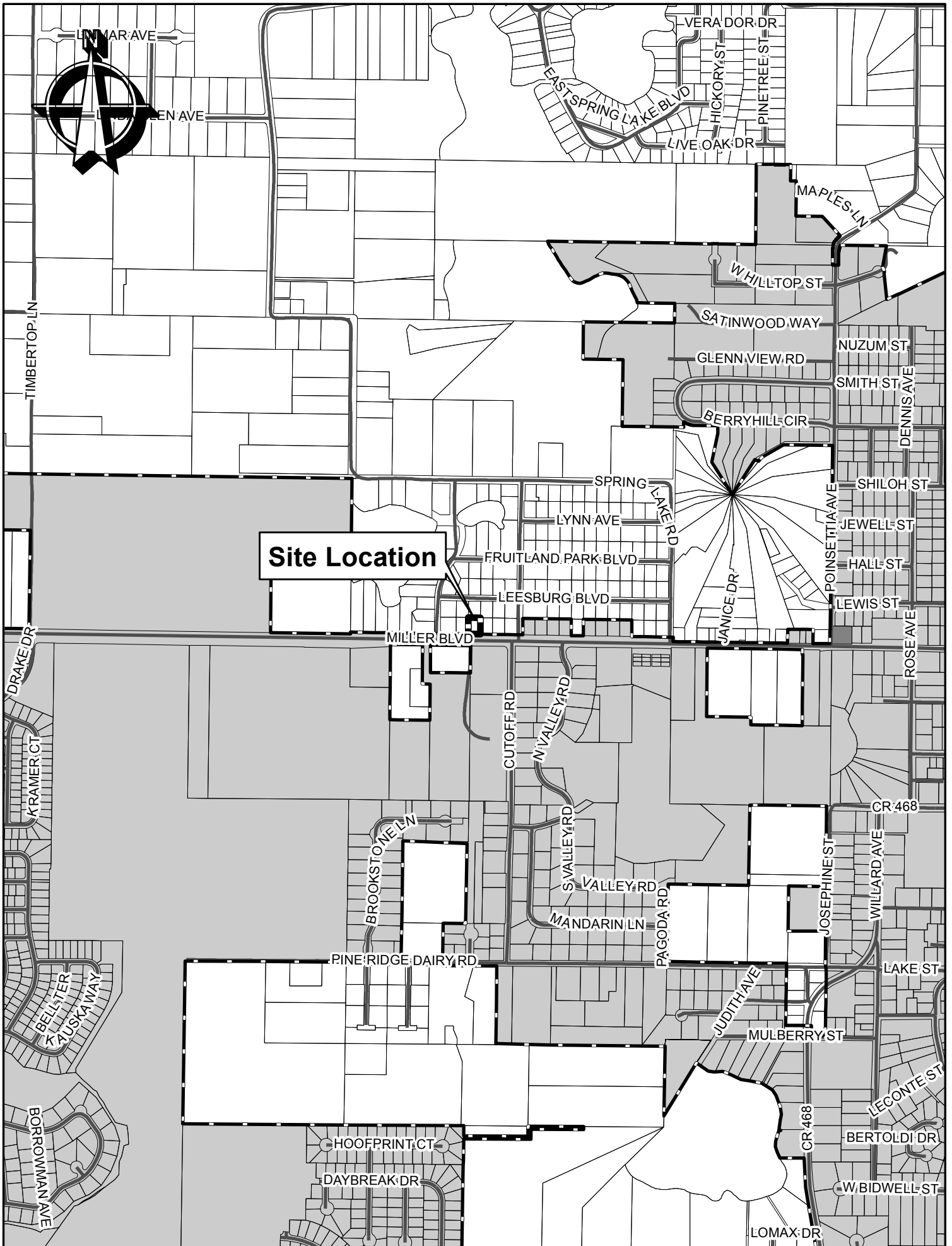


**City of Fruitland Park**  
**SEMS Property Owners, LLC**  
 Lake County, Florida  
 Proposed Zoning

Project: 398-16-07  
 File: Proposed Zoning.mxd  
 Name: SEMS  
 PM: Sherie Lindh  
 Date: November 16, 2016  
 Created By: J.Wilson



**LPG Urban & Regional Planners, Inc.**  
 1162 Camp Avenue, Mount Dora, Florida 32757  
 Office: (352) 385-1940 / Fax: (352) 383-4824



**Site Location**



Map labels include:  
VERA DOR DR  
EAST SPRING LAKE BLVD  
HICKORY ST  
PINETREE ST  
LIVE OAK DR  
MAPLES LN  
WHILLOP ST  
SATINWOOD WAY  
NUZUM ST  
SMITH ST  
DENNIS AVE  
SHILOH ST  
JEWELL ST  
HALL ST  
LEWIS ST  
ROSE AVE  
POINSETT AVE  
JANICE DR  
BERRYHILL CIR  
GLENN VIEW RD  
SPRING LAKE RD  
LYNN AVE  
FRUITLAND PARK BLVD  
LEESBURG BLVD  
MILLER BLVD  
CUTOFF RD  
N VALLEY RD  
S VALLEY RD  
MANDARIN LN  
PAGODA RD  
WILLARD AVE  
LAKE ST  
LECONTE ST  
BERTOLDI DR  
W BIDWELL ST  
LOMAX DR  
CR 468  
CR 468  
JUDITH AVE  
MULBERRY ST  
PINE RIDGE DAIRY RD  
BROOKSTONE LN  
BELLISTER  
KAUSKA WAY  
BORROWMAN AVE  
KRAMER CT  
DRAKE DR  
TIMBERTOP LN  
GREEN AVE  
MAR AVE





<b>AGENDA ITEM NUMBER</b>  <b>8</b>
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## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Public Comments				
<b>For the Meeting of:</b>	January 12, 2017				
<b>Submitted by:</b>	City Clerk				
<b>Date Submitted:</b>	January 4, 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

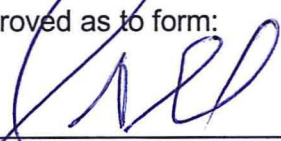
ATTEST:

  
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



**AGENDA ITEM  
NUMBER**  
**9a**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	City Manager Report		
<b>For the Meeting of:</b>	January 12, 2017		
<b>Submitted by:</b>	City Manager		
<b>Date Submitted:</b>	January 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>			
<ul style="list-style-type: none"> <li>i. Introduction – Code Enforcement Officer</li> <li>ii. Casino Building Demolition Discussion</li> <li>iii. Fruitland Park Library Director – Report</li> <li>iv. Fire Department</li> </ul>			
<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



Community Development Department  
506 W. Berckman St.  
Fruitland Park FL 34731

Tel. (352) 360-6727  
Fax. (352) 360-6652

December 19, 2016

Timothy A. Parsons, Ph.D., RPA  
Director, Division of Historical Resources  
And State Historic Preservation Officer

And

Jason Aldridge  
Division of Historical Resources  
Compliance and Review Supervisor

RE: DHR Project File No.: 2016-0109  
Project: Detailed Mitigation Plan for Demolition of the Fruitland Park Casino Building, City of  
Fruitland Park, Lake County

Mr. Parsons and Mr. Aldridge,

This letter is a prepared response to your letter dated December 8, 2016. This plan should clearly state the plans, details, to ensure that the *Casino Building* is an honored part of Fruitland Parks History.

Section I.

The City will not submit any items prior to signing the grant award for review and approval. Time has almost run out and we have no time for further delays.

1. **A. Drawings:** The City has already order and received from the Architect a floor plan of the original historic building.  
**B. Photographs:** The City has contracted with Mryon Leggett Studios in Leesburg to take high quality, high definition photos. All 4 elevations of exterior and 1 interior of community room. The photos will be professionally framed for display.  
**C. Text:** Total history of *Casino Building* will be gathered and to be shared by interpretation displays to be located around interior of new Library Building.
2. Material salvage and reuse plan.
  - A. **Siding** will be hand removed and stored in enough quantity to be reused inside of new Library. City plans to make one wall in a community room the historic wall and will install the old siding on this wall along with pictures for display.
  - B. **Windows:** The old wavy glass window panes (8 ct) will be removed and reused inside by framing for displays and pictures.
  - C. **Stage Flooring:** Will be reused in the entry area to the Library.
  - D. **Doors:** No doors will be reused as they are not historic.
  - E. **Storage:** Proper handling and security will be used to protect the materials.

*From the Desk of:*  
Charlie Rector, Community Development Director  
City of Fruitland Park

With the exception of flooring, no salvaged materials will be used for their original purpose. Codes and energy restrictions will not allow it. The structural timbers will not be salvaged due to termite damage, and the fact it will not be feasible to demolish the building by hand. Also the new Library will be built with latest designs standards for building and fire codes.

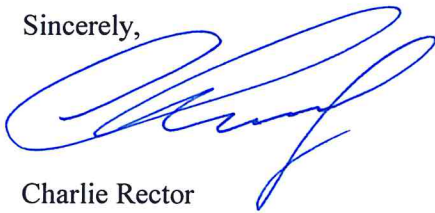
The City rescinds its offer to build a replica model as it receives no credit for mitigation plan. This expense makes this an unreasonable for consideration.

Section II.

1. City will work thru the State Historical Marker Coordinator for a marker.
2. City will purchase and install marker following completion of construction.
3. Interpretation plan will be developed which will include at least 6 high quality printed panels. City will not wait for approvals.

In closing, The City of Fruitland Park, on behalf of our citizens, desires to express the Casino's History thru pictures, plans, displays, and unique use of old materials. I hope we can agree that the end result is to preserve a little history and that's better than none. As I expressed to Jason this past Friday, the only reason the City is willing to go to this effort is to preserve the grant from DLIS. If the grant is withheld because the DHR will not approve, then the Casino will truly be history.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charlie Rector', written in a cursive style.

Charlie Rector  
Community Development Director  
City of Fruitland Park



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

<b>ITEM TITLE:</b>	City Attorney Report			
<b>For the Meeting of:</b>	January 12, 2017			
<b>Submitted by:</b>	City Attorney			
<b>Date Submitted:</b>	January 6, 2017			
<b>Are Funds Required:</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> X	<input 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.

**Angelica Dobruck vs. City of Fruitland Park, et. al:** A Motion to Dismiss Plaintiff's First Amended Complaint was filed on behalf of the City on August 30, 2016. The Court has not ruled on the Motion to Dismiss as of the date of this report. Discovery is ongoing. The Plaintiff's deposition has been scheduled for February.

**George Fernandez v. City of Fruitland Park:** On August 26 the City filed a Motion to Dismiss the Plaintiff's Amended Complaint. On December 6, 2016 the Court issued a Report and Recommendation dismissing Plaintiff's claim under Florida's public sector whistleblower statute, but allowing Plaintiff's other claims to proceed. The Court just issued a recommendation for a mediator. Once a date has been selected I will inform the Commission. A closed session meeting with litigation counsel and the Commission will be scheduled in advance of mediation.

**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 seeks approximately \$50,000. As reported at the last meeting Mr. Mancino's attorney was going to provide me with a breakdown of the \$50,000 which includes costs incurred, attorney's fees, and damages. I have reached out to her again for the breakdown so I can share it with the Commission upon receipt. The City's insurance company just recently assigned the case to Stephanie McCullough.

**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.

**Action to be Taken: No action required**

**Staff’s Recommendation: N/A**

**Additional Comments:**

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

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





# Proclamation

WHEREAS all children in Fruitland Park should have access to the highest quality education possible; and,

WHEREAS Fruitland Park recognizes the important role that an effective education plays in preparing all students in Fruitland Park to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of Fruitland Park; and,

WHEREAS is home to a variety of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Fruitland Park has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Chris Cheshire do hereby recognize January 22-28, 2017 as *Fruitland Park School Choice Week*, and I call this observance to the attention of all of our citizens.

PROCLAIMED this 12th day of January, 2017.

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Chris Cheshire, Mayor

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Esther Coulson, City Clerk