FRUITLAND PARK CITY COMMISSION
REGUAR MEETING AGENDA

January 28, 2016

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

7:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation - Pastor Jim Keegan, New Life Presbyterian Church

Pledge of Allegiance – Deputy Police Chief Dennis Cutter

2. ROLL CALL

3. 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.

4. CONSENT AGENDA

(a) Approval of Minutes (city clerk)
December 10, 2015 regular minutes

(b) Uniform Collection Agreement – Fire Services – Lake County Tax Collector (city clerk)
Approve a uniform collection agreement between the City of Fruitland Park and the Office of the Lake County Tax Collector for the provision of fire services (to determine, impose and levy the collection of certain non-ad-valorem special assessment) to become effective for the 2016 tax notice and authorize the mayor and clerk to execute same.

5. REGULAR AGENDA

(a) Waste Management Inc. – Contract Discussion (city manager)
Discussion on Waste Management Inc.'s contract.

(b) Resolution 2016-003 Police Donations Fund (city treasurer)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING A

COMMITTED FUND FOR POLICE DONATIONS, CREATING POLICE DONATION REVENUE AND POLICE DONATION EXPENSE, THE BALANCE OF WHICH WILL CARRY OVER TO THE NEXT FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE.

(c) **Resolution 2016-002 - Fruitland Park Library Construction Grant – Revising Resolution 2015-011** (city manager/Fruitland Park library director/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING RESOLUTION 2015-011 AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR GRANT FUNDING TOWARDS THE FRUITLAND PARK LIBRARY, AND PROVIDING FOR AN EFFECTIVE DATE.

(d) **Resolution 2016-004 – Library Construction Budget Amendment BT 16-06** (city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BUDGET TO TRANSFER THE LIBRARY CONSTRUCTION BUDGET FROM THE CAPITAL IMPROVEMENT FUND (SALES SURTAX) TO THE GENERAL FUND; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

(e) **Resolution 2016-005 – Security Cameras and Recording System Budget Amendment BT16-07** (city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BUDGET TO PURCHASE SECURITY CAMERAS AND RECORDING SYSTEM FOR THE TOWN HALL FROM CAPITAL IMPROVEMENT PROGRAM (CIP) CONTINGENCY TO CIP EQUIPMENT; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

(f) **Online Utility Payment System – Tyler Technologies** (city treasurer)

Approve the purchase of a Citizen Self-Service system at a total cost of $5,125, with an annual recurring hosting fee of $1,925, from Tyler Technologies and allowing for the implementation of Munis® Citizen Self Service module. (A software and online payment system to allow customers to view and make utility payments and business licenses online by credit card or a bank account.)

PUBLIC HEARING

(g) **Second Reading and Public Hearing – Ordinance 2016-001 Capital Improvement Revenue Wastewater System** (city attorney/city treasurer)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTED IN FURTHERANCE OF THE REQUIREMENT SET FORTH IN SECTION 3.12(5), OF THE CHARTER OF THE CITY OF FRUITLAND PARK, FLORIDA; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $2,500,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2016, OF THE CITY TO FINANCE THE CITY'S COST OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM AND RELATED IMPROVEMENTS THERETO; PROVIDING FOR PAYMENT OF THE NOTE FROM AMOUNTS RECEIVED BY THE CITY FROM THE LEVY BY THE BOARD OF COUNTY COMMISSIONS OF LAKE COUNTY, FLORIDA OF A ONE CENT INFRASTRUCTURE SALES SURTAX PURSUANT TO SECTION 212.055(2), FLORIDA STATUTES AND UNTIL EXPENDED PROCEEDS OF THE NOTE PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES OR PARTS OF PRIOR INCONSISTENT ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (The first reading was held on January 14, 2016.)

(h) Resolution 2016-001 Sewer System Acquisition and Construction Improvements - Capital Improvement Revenue Note - BBT Proposal (city treasurer)

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA ACCEPTING THE PROPOSAL OF BRANCH BANKING AND TRUST COMPANY TO PURCHASE THE CITY'S NOT TO EXCEED $2,500,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2016, WHICH NOTE IS BEING ISSUED TO FINANCE THE CITY'S COST OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM AND RELATED IMPROVEMENTS THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK TO SECURE THE REPAYMENT OF SAID LOAN; PROVIDING FOR THE PAYMENT OF THE NOTE FROM AMOUNTS RECEIVED BY THE CITY FROM THE LEVY BY THE BOARD OF COUNTY COMMISSIONS OF LAKE COUNTY, FLORIDA OF A ONE CENT INFRASTRUCTURE SALES SURTAX PURSUANT TO SECTION 212.055(2), FLORIDA STATUTES ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE NOTE, AND THE SECURITY THEREFORE; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; DESIGNATING THE

NOTE AS "BANK QUALIFIED"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(i) Loan Agreement – BBT - Capital Improvement Revenue Note, Series 2016 (city treasurer)
Approve a loan agreement between the City of Fruitland Park and Branch Banking Trust Company to purchase a Capital Improvement Revenue Note, Series 2016 not to exceed $2,500,000 and authorize the mayor and clerk to execute same.

6. NEW BUSINESS

7. OFFICERS' REPORTS

(a) City Manager

(b) City Attorney

8. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

(b) Commissioner Lewis

(c) Commissioner Cheshire

(d) Vice Mayor Gunter, Jr.

9. MAYOR'S COMMENTS

10. 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.

February 11, 2016 Special City Commission Meeting at 6:00 p.m.
February 12, 2016, Lake County League of Cities Luncheon Meeting, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.
February 13, 2016 Love Week and 5k Love Run at 6:00 a.m.
February 18, 2016, City Commission Workshop at 6:30 p.m.
February 24, 2016, Lake-Sumter MPO Governing Board Meeting, 1616 S 14 Street, Leesburg, Florida 34748 at 2:00 p.m.
February 25, 2016 Regular City Commission Meeting at 7:00 p.m.
March 1, 2016, Lake EMS Board of Directors Meeting, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, Florida 32778 at 2:30 p.m.
March 10, 2016 Regular City Commission Meeting at 7:00 p.m.
March 11, 2016, Lake County League of Cities Luncheon Meeting, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.
March 14, 2016, Parks. Recreation Trails Advisory Board, March 14, 2016, Lake County Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.
March 24, 2016 Regular City Commission Meeting at 7:00 p.m.
March 29, 2016, City Commission Workshop at 6:30 p.m.

April 2, 2015 Fruitland Park Cleanup Day at 10:00 a.m.
April 10, 2016 Regular City Commission Meeting at 7:00 p.m.
April 16, 2016, Fruitland Park Day
April 21, 2016, City Commission Workshop at 6:30 p.m.
April 24, 2016 Regular City Commission Meeting at 7:00 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
3

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Public Comments**				
For the Meeting of:	January 28, 2016				
Submitted by:	City Clerk				
Date Submitted:	January 21, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	None				

Description of Item:

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Action to be Taken:

Staff's Recommendation:

Additional Comments:

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

AGENDA ITEM NUMBER
4a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**City Commission Draft Minutes**				
For the Meeting of:	January 28, 2016				
Submitted by:	City Clerk				
Date Submitted:	January 21, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item: Consideration and approval of the December 10, 2015 regular meeting minutes.					
Action to be Taken: Approve as submitted.					
Staff's Recommendation: Approval, if there are no amendments or corrections by the city commission.					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

FRUITLAND PARK CITY COMMISSION REGULAR MEETING
MINUTES
December 10, 2015

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, December 10, 2015 at 7:00 p.m.

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

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver, City Treasurer, Jeannine Racine Michaud, Police Chief Michael A. Fewless; Deputy Police Chief Dennis Cutter, Police Department; Fire Chief Michael Laming; Lieutenant Don Gilpin, Firefighters Kevin Ducharme and Clarence Williams, Fire Department; Community Development Director Charlie Rector, Public Works Director Dale Bogle, Parks and Recreation Director Michelle Yoder, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

After Mayor Bell called the meeting to order at 7:03 p.m., Pastor Reverend Patrick E. Thomas, New Salem Missionary Baptist Church, gave the invocation, and Police Chief Michael A. Fewless led in the Pledge of Allegiance to the flag.

2. ROLL CALL

Mayor Bell requested that Ms. Coulson call the roll and a quorum was declared present.

3. PROCLAMATION – December 12, 2015 "Wreaths Across America Day"

Mayor Bell read into the record a proclamation declaring Saturday, December 12, 2015 as the official *"Wreaths Across America Day"* in Fruitland Park and on behalf of the City of Fruitland Park Commission and citizens, the American Legion Family of 219 was honored, recognized and commended for this patriotic tribute to America's veterans.

The proclamation was accepted by Ms. Lucy McCann, President, John Gella Memorial Unit 219, Inc., with gratitude. She invited everyone to the *Wreaths Across America* event which will be taking place noon on Saturday, December 12, 2015.

4. LOCAL PLANNING AGENCY

Upon Mayor Bell's request and by unanimous consent, the city commission recessed its regular meeting at 7:12 p.m. to the Local Planning Agency meeting and reconvened at 7:24 p.m.

5. PUBLIC COMMENTS

Mr. Peter J. Hurtt, City of Fruitland Park resident, extended his condolences to Mayor Bell on the loss of his father.

6. CONSENT AGENDA

Approval of Minutes

On motion of Vice Mayor Cheshire, seconded by Commissioner Gunter and unanimously carried, the city commission approved the November 12, 2015 regular minutes as submitted.

7. REGULAR AGENDA

(a) Waste Management Presentation

Mr. Doug McCoy, Universal Waste Management Inc., introduced Messrs. Chris Beck, Dan McGinnes, and Hosea Baskin, who were present at this evening's meeting.

Mr. McCoy gave a power-point presentation on Waste Management's renewal proposal providing solid waste services; outlined its services and partnerships with municipalities; described how its new collection services will enhance the local community, and reviewed service comparisons between the city and the service that was recently bid with Lake County. (A copy of the presentation is filed with the supplemental papers to the minutes of this meeting.)

After Mr. McCoy described the rate increases, since 2008, on its contractual consumer price index (CPI). He pointed out conversations he had with Mr. La Venia on the renewal of the current contract which is due to expire on September 30, 2016.

Mr. McCoy stated that without applying the CPI (whereby they should be receiving $50.80 instead of $50.00); he proposed adding same with the performance of all services at the roll back the rate to $14.61 monthly per home retroactive to October 1, 2015, and requested that the current contract be extended five years from October 1, 2016 to September 30, 2021.

In response to Vice Mayor Gutner's question, Mr. McCoy confirmed that the contractual fuel costs will remain the same at $4.50 per gallon which is based on 10 percent of operating costs that the city never reached and Waste Management never assessed.

Following further deliberations, Mr. McCoy concurred in the affirmative to Mayor Bell's request that Waste Management's offer would be extended to the January 28, 2016 regular meeting and that the city commission would be given more time.

Upon Mayor Bell's suggestion, the city commission, by unanimous consent, agreed to discuss waste management services at its January 28, 2016 regular meeting.

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(b) Lake County Advisory Board Reappointments

i. Member

On motion of Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission approved the Lake County Library Advisory Board's reappointment of Ms. Cynthia "Cyndi" Burch as board member from March 1, 2016 through February 28, 2020. (Said appointment to be affirmed by the Lake County Board of County Commissioners.)

ii. Alternate

On motion of Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission approved the Lake County Library Advisory Board's appointment of Mr. Robert "Bob" Ballenger as alternate board member from March 1, 2016 through February 28, 2020 to replace Michael J. Sweeney. (Said appointment to be affirmed by the Lake County Board of County Commissioners.)

(c) Firefighter Trust Fund Board of Trustees Appointments

i. Mr. C. Themm - Residents: Commission-Appointed Category

On motion of Commissioner Lewis, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the reappointment of Mr. Charles Themm as the Firefighter Trust Fund Board of Trustees residents: commission appointed member for a two-year term as his term will expire on December 31, 2015.

ii. Mr. K. Ducharme – Fire Department: Firefighter Category

On motion of Commissioner Lewis, seconded by Vice Mayor Gunter and unanimously carried, the city commission endorsed the Fruitland Park Firefighter Trust Fund Board of Trustees' action taken on October 6, 2015 to approve the reappointment of Mr. Kevin Ducharme (fire department: firefighter category) for a two-year term as his term will expire on December 31, 2015.

iii. Ms. D. Gibson-Smith – Pension Board: Appointed Category

The city commission considered its action to direct the city clerk to advertise for the pension board: appointed position to replace current member Ms. Diane L. Gibson-Smith whose two-year term will expire on December 31, 2015 and endorse the Fruitland Park Firefighter Trust Fund Board of Trustees' action to extend the appointment until it is filled as Ms. Smith no longer wishes to fulfill the two-year term.

The city commission suggested that the city clerk extensively advertise positions on the city's social media page, its website, the notice board, the next water bill, display board signs at the Fruitland Park Library, and by word-of-mouth.

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Upon Commissioner Cheshire's suggestion, and **by unanimous consent, the city commission agreed to leave the Pension Board: Appointed Category position vacant until a replacement is found.**

By unanimous consent, the city commission accepted the city treasurer's request to take the following impromptu items out of order on this evening's agenda:

- **PVC Privacy Fence Installation**

After Ms. Michaud gave a background explanation on the purchase of a PVC privacy fence installation for Shiloh Cemetery in the amount of $15,375 from Fence-It-In Inc., she responded to the city commission's recollection of its discussions at its August 4, 2015 budget workshop on the approval in awarding said company at its March 26, 2015 regular meeting to install the fence.

Following further discussion, **a motion was made by Commissioner Lewis and seconded by Vice Mayor Gunter that the city commission approve invoice from Fence-It for $15,375 to purchase a PVC Privacy fence installation as previously cited with restricted funds.**

Mayor Bell requested that the city clerk call for a roll call vote with the city commission members voting as follows:

Commissioner Cheshire	**Yes**
Vice Mayor Gunter	**Yes**
Commissioner Lewis	**Yes**
Commissioner Ranize	**No**
Mayor Bell	**Yes**

Mayor Bell declared the motion carried on a four to one vote.

- **CRA**

Ms. Michaud explained that she creates invoices to various organizations that pay funds to the Fruitland Park's Community Redevelopment Agency (CRA); recognized the invoice to the city for $1,584, and addressed her plan to transfer monies from the general fund to the redevelopment fund representing an annual payment based on ad valorem and the value of the city's property.

After further discussion, **a motion was made by Commissioner Cheshire and seconded by Vice Mayor Gunter that the city commission approve the transfer of $100,584 from the general funds to the Fruitland Park's Community Redevelopment Agency.**

Mayor Bell requested that the city clerk call for a roll call vote with the city commission members voting as follows:

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Commissioner Cheshire	**Yes**
Commissioner Ranize	**No**
Commissioner Lewis	**Yes**
Vice Mayor Gunter	**Yes**
Mayor Bell	**Yes**

Mayor Bell declared the motion carried on a four to one vote.

At Mayor Bell's request, Ms. Geraci-Carver expounded on the statutory requirement to transfer ad valorem funds collected which requires city commission approval.

In response, Commissioner Ranize recalled former City Attorney Scott Gerken's statements on the outdated CRA and referred to the city commission's previous actions on same to which Mr. Rector confirmed that such plans are being worked on and are not yet adopted.

Following further discussion, Ms. Geraci-Carver addressed the statutory requirements to adopt the plan outlining how the city commission intends to spend or earmark the money it receives at the end of each year; recognized the city's CRA reflecting goals and objectives establishing how priority area improvement projects would be accomplished and allocation of funds implemented in the city's budget towards same, and acknowledged the ramifications if the plan is not followed.

Following extensive discussions, and **by unanimous consent, the city commission agreed that the city manager obtain a copy of the Community Redevelopment Plan and provide it by email to the city commission.**

After discussion, Ms. Geraci-Carver addressed her intent to review the plan and CRA documents to determine whether it commenced in 1994.

Ms. Michaud relayed the request of Mr. W. Chet Ross, Shumacker, Johnston & Ross P.A., (auditor retained by the city), to ensure that during Fiscal Year 2015/16, the majority of the funds would be spent on the CR 466 roadway utility relocation and that the CRA and comprehensive plan would need to be updated to which Ms. Geraci-Carver recognized the advertising requirements that needs to be met, the timeframe involved for the project, and Lake County's immediate need for the funds; thus, the city's obligation to expedite same.

Following further discussion and in response to Commissioner Ranize' concerns on the lack of a plan, Mayor Bell suggested that the city commission consider scheduling at the January 14, 2016 regular meeting, future dates to hold workshops to address capital improvement projects, parks and recreation, and the CRA.

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- **Mower Purchase**

  Ms. Michaud referred to the John Deer mower purchase for $7,926 and John Deer Gater for $8,100 respectively previously budgeted from the capital funds and addressed at the August 4, 2015 city commission budget workshop. (A copy of the respective document is filed with the supplemental papers to the minutes of this meeting.)

  Following further discussion, **a motion was made by Commissioner Lewis and seconded by Vice Mayor Gunter that the city commission approve the city treasurer's recommendation to approve the purchase as previously cited.**

  After the city commission voiced concerns on the previous expenditure made prior to commission approval, Ms. Michaud referred to the excerpt from Competitive Bidding Policies Ordinance 2002-006 under Sections 33.17. and 33.18., regarding the city manager's authorization to make certain expenditures not exceeding $4,000 and the requirement of competitive bidding over $4,000; a copy of which is filed with the supplemental papers to the minutes of this meeting.

  Ms. Michaud explained that said excerpt was made available to the city department heads; indicated that the finance department staff has been placed on alert, and verified in the affirmative to the city commission's request to provide them with a copy of same.

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

(d) October 2015 EOM Financial Report

Ms. Michaud reviewed the October 2015 End of the Month Financial Report.

(e) Water and Wastewater Treatment Connection Lines Financing

i. Bank Selection

On motion of Commissioner Ranize, seconded by Commissioner Lewis and unanimously carried, the city commission approved the selection of Branch Banking and Trust Company.

ii. BB&T's Proposal

After much discussion and **on motion of Commissioner Cheshire, seconded by Commissioner Lewis and unanimously carried, the city commission approved Branch Banking and Trust Company's proposal to finance revenue bond for the water and wastewater treatment plant connection lines project in the amount not to exceed $2.5 million at a rate of 2.33%.**

After recognizing that the one-cent penny sales infrastructure tax would be utilized towards the amount in question and in response to Vice Mayor Gunter's inquiry, Mr. La Venia addressed his plan to communicate with

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Mr. Fred D. Fox, Fred Fox Enterprises Inc., grant writer retained by the city, to utilize Community Development Block Grant (CDBG) funds which would be incorporated in the 2017 CDBG application.

Mayor Bell recognized the application made in the state's grant on the subject issue, to which Mr. La Venia concurred was similar to 2015, and the local state representative's dedication in advocating same. Recognizing the number of other municipal projects, Mr. La Venia conveyed the budget request to the state legislature for state funding towards the CR 466A roadway project and noted the regional sharing of services that the state legislature views favorably, to which Mayor Bell relayed the interest on the subject project expressed by District 33 State Representative H. Marlene O'Toole and District 11 State Senator Representative Alan D. Hayes as well as the wastewater sewer treatment plant connection lines project.

Mr. La Venia referred to the Florida Regional Compact Initiative resulting in enhanced levels of funding which was addressed before the Lake County League of Cities at its November 13, 2015 meeting and anticipated that the project in question would meet such criteria.

iii. Bond Counsel Agreement

After discussion and **on motion of Commissioner Lewis, seconded by Commissioner Cheshire and unanimously carried, the city commission approved an agreement between the City of Fruitland Park (as "the issuer") and Mr. Michael D. Williams, Akerman, LLP (as "Bond Counsel") for approximately $15,000 to represent the city in connection with the issuance of approximately $2.5 million, Capital Improvement Revenue Note, Series 2016 (the "Note") to finance various city-owned sewer improvements.**

(f) First Reading – Ordinance 2015-022 Repayment Plan Grease Traps

At Mayor Bell's request, Ms. Geraci-Carver read into the record, the title of proposed Ordinance 2015-022, the substance of which is as follows:

> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR GREASE TRAP MAINTENANCE OR REPLACEMENT LIENS IMPOSED BY THE CITY TO BE PAID IN INSTALLMENTS; PROVIDING FOR CONDITIONS; PROVIDING FOR CODIFICATION, CONFLICTS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 14, 2016.)

After discussion, **a motion was made by Commissioner Cheshire and seconded by Vice Mayor Gunter that the city commission approve Ordinance 2015-022 as previously cited.**

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After discussion, **Mayor Bell requested that the city clerk call for a roll call vote and the motion was declared unanimously carried.**

(g) First Reading – Ordinance 2015-023 Invocation

At Mayor Bell's request, Ms. Geraci-Carver read into the record, the title of proposed Ordinance 2015-023, the substance of which is as follows:

> AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA INCLUDING INVOCATION IN THE OPENING CEREMONY FOR CITY COMMISSION MEETINGS; CODIFYING A POLICY REGARDING INVOCATIONS IN CHAPTER 33 OF THE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 14, 2016.)

Mayor Bell explained that he forwarded the subject proposed ordinance to Heritage Community Church's Pastor Sidney Brock who passed it along to Attorney Brett Harvey, Alliance Defending Freedom, who reviewed and made comments on same. Mayor Bell gave his understanding of the alliance's commitment to provide assistance if the ordinance is challenged.

Following further discussion, **a motion was made by Commissioner Cheshire and seconded by Commissioner Ranize that the city commission approve Invocation Ordinance 2015-023 as previously cited.**

Mayor Bell requested that the city clerk call for a roll call vote with the city commission members voting as follows:

Vice Mayor Gunter	**Yes**
Commissioner Lewis	**Yes**
Commissioner Cheshire	**Yes**
Commissioner Ranize	**Yes**
Mayor Bell	**No**

Mayor Bell declared the motion carried on a four to one vote.

(h) First Reading – Ordinance 2015-024 Political Districts and Maps

At Mayor Bell's request, Ms. Geraci-Carver read into the record, the title of proposed Ordinance 2015-024, the substance of which is as follows:

> AN ORDINANCE OF THE CITY OF FRUITLAND PARK, COUNTY OF LAKE, STATE OF FLORIDA, ADOPTING CITY COMMISSION DISTRICTS AND A MAP DEPICTING SAID

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DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 14, 2016.)

Ms. Geraci-Carver pointed out the proposed 2016-2020 Voting Districts Map; conveyed her conversations with Mr. Greg Beliveau, LPG Urban and Regional Planners Inc., retained by the city, who reviewed same -- based on population within the five voting districts and units and recognizing the variances which does not oppress any minority representation or the ability to elect individuals to the city commission – and indicated that said proposed ordinance meets the legal criteria whereby she is recommending approval.

Commissioner Lewis concurred with Ms. Geraci-Carver's explanation to review said map again in 2016 to determine whether the redistricting needs to be changed and readopted or wait until the second year and to start the 2020 census cycle after the census data is distributed, according to the Charter, Section 3.17., city commission districts and redistricting.

A motion was made by Commissioner Cheshire and seconded by Commissioner Lewis that the city commission approve Ordinance 2015-024 as previously cited.

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

PUBLIC HEARING

By unanimous consent, Mayor Bell opened the public hearings at this evening's meeting.

(i) Second Reading and Public Hearing – Ordinance 2015-019 Library Advisory Board

It now being the time advertised to hold a public hearing, and after Mayor Bell requested that Ms. Geraci-Carver read into the record the following title of proposed Ordinance 2015-019, the public was called to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 36.050 TO INCREASE THE TERM OF OFFICE OF LIBRARY BOARD MEMBERS AND PROVIDING FOR APPOINTMENT TO THE LAKE COUNTY LIBRARY ADVISORY BOARD; AMENDING SEC. 36.070(B) TO REVISE THE DUTIES OF THE LIBRARY BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (First reading was held on November 12, 2015.)

DRAFT

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

A motion was made by Commissioner Ranize and seconded by Commissioner Cheshire that the city commission enact Ordinance 2015-019 as previously cited to become effective as provided by law.

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

QUASI-JUDICIAL PUBLIC HEARING

(j) First Reading and Quasi-Judicial Public Hearing – Ordinance 2015-020 – Annexation – 164 + Acres – South of Urick Street and East of CR 468 – Petitioner: Leesburg Fruit Company Inc.

After Mayor Bell requested that Ms. Geraci-Carver read into the record the following title of proposed Ordinance 2015-020, she explained the quasi-judicial hearing process and swore-in those present who intended to testify:

> 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 164 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF URICK STREET AND EAST OF CR 468; 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. (Second reading will be held on January 14, 2016.)

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

A motion was made by Commissioner Cheshire and seconded by Commissioner Lewis that the city commission approve the Local Planning Agency's recommendation to approve the enactment of Ordinance 2015-020 as previously cited.

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

DRAFT

(k) First Reading – Ordinance 2015-021 - Rezoning – 13± Acres R-3 to CPUD – Master Development Agreement

After Mayor Bell requested that Ms. Geraci-Carver read into the record the following title of proposed Ordinance 2015-021, she swore-in those present who intended to testify:

> AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 13 ± ACRES OF THE PROPERTY FROM MULTIPLE FAMILY HIGH DENSITY (R-3) TO COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; REZONING 164 +/- ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE TO COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; 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. (Second reading will be held on January 14, 2016.)

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

A motion was made by Commissioner Cheshire and seconded by Commissioner Ranize that the city commission approve the Local Planning Agency's recommendation to approve the enactment of Ordinance 2015-021 as previously cited.

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

END OF QUASI-JUDICIAL PUBLIC HEARING

SUUPPLEMENTAL AGENDA ITEM

(l) Best Price Self-Storage – Petitioner: Bobby Markwalter

The city commission considered its action to approve the master development agreement between the City of Fruitland Park and Bobby Markwalter with the conceptual site plan for Best Price Self-Storage at The Villages of Fruitland Park project located on the southeast corner of intersection CR 466A and Micro Racetrack Road.

DRAFT

Mr. Rector gave a background of the proposed project; acknowledged the presence of the representatives at this evening's meeting, and described the intended plan.

On motion of Commissioner Cheshire, seconded by Commissioner Lewis and unanimously carried, the city commission approved the master development agreement as previously cited.

(m) Creation of Lake~Sumter MPO ILA

The city commission considered its action to approve an interlocal agreement for the formation of a Metropolitan Planning Organization (MPO) among the Florida Department of Transportation, Lake County, Sumter County the Towns of Astatula, Howey-in-the-Hills, Lady Lake; Montverde, the Cities of Bushnell, Center Hill, Clermont, Coleman, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla, Webster, Wildwood; the Florida Central Railroad, School Boards of Lake County and Sumter County, and the Central Florida Expressway Authority. (Reason for supplemental agenda items: time sensitive.)

After further discussion, Mayor Bell requested that Commissioner Lewis, the city's MPO representative find out about the local government representation and the affected population numbers.

On motion of Commissioner Cheshire, seconded by Commissioner Ranize and unanimously carried, the city commission approved the interlocal agreement as previously cited.

8. NEW BUSINESS

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

9. OFFICERS' REPORTS

(a) City Manager

Mr. La Venia relayed the request to consider the proposal of installing a new black chain link fence around the baseball outfield at a cost of $9,248 and if approved, cap the expenditure until a decision is reached on what is required.

Ms. Yoder gave reasons why the PVC fence is being withheld; referred to her recent email to Mr. La Venia on the quotation which he agreed could be considered at a future meeting, and in describing the deterioration of the fence, she recommended replacing same for the football league with the black fence where no quotes are yet available.

Ms. Yoder anticipated the repairs to be accomplished before the TBall program begins in March 2016; thus, recognizing the football league's desire to join noting the difficulty find a location to place them.

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After further discussion, Commissioner Ranize voiced concerns on the previous request previously made to the city commission where $10,000 were allocated in capital improvements earmarked to make improvements at the fire department; identified areas where work remains incomplete, and questioned who would be completing the work and the timeline involved.

After Commissioner Ranize voiced his agreement to commence with the TBall program and addressed the need to develop an overall program with a deadline and costs involved to complete work at the parks, Mayor Bell acknowledged the plan for a commission workshop in this regard.

By unanimous consent, the city commission directed the parks and recreation director to report back to the city commission on the work and timeline involved and for the public works department director to provide more information in starting with a fence.

On motion of Commissioner Lewis, seconded by Commissioner Ranize and unanimously carried, the city commission approved the proposal from Fence-it In Inc. to install a 4' black chain link fence around outfield and 1-12' double drive gate with all sch 40 pipe and six gauge wire for $4,248.

(b) City Attorney

Mayor Bell concurred with Ms. Geraci-Carver's remarks expressing gratitude in including her in the holiday party and commended Ms. Yoder on a job well done.

10. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

i. Holiday Party

Commissioner Ranize thanked Ms. Yoder and volunteers for the holiday party. He expressed appreciation to Ms. Michaud for controlling the city's budget and addressed the need to ensure that funds are identified before expenditure.

ii. CR 466A Improvements

After Commissioner Ranize addressed the need to plan for a city commission workshop on CR 466A for the type of lighting and landscaping required, he recognized the lack of a design architecture for all the buildings and implementation of work on same.

iii. **Backyard Gun Ranges**

Commissioner Ranize referred to the article entitled "Senate Committee Backs Anti-Gun Range Bill" featured in the November 19, 2015 Daily Commercial which was considered by the Senate Fiscal Policy Committee regarding CS/CS/SB 130 Discharging a Firearm and noted its likely passage by the legislature.

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iv. CR 466 A Roadway Improvement Project

After discussion, Commissioner Ranize expressed disappointment in the lack of response received from the Lake County Commissioners and Lake County Manager Mr. David Heath to Mr. La Venia's recent letter sent at the city commission's direction at its November 12, 2015 regular meeting requesting funds earmarked towards the CR 466A Roadway Improvements prior to the commencement of construction. Commissioner Ranize stated that he made a request for each commissioner to call him two weeks ago and have not yet received a response.

Commissioner Ranize addressed the problems that Mr. Rector and a property owner at Miller Street are experiencing regarding an unusable property which should have been removed and the lack of contact at the county level.

v. Hometown Christmas

Commissioner Ranize addressed his plan to be present at the December 11, 2015 Hometown Christmas at 6:00 p.m.

(b) Commissioner Lewis

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

(c) Commissioner Cheshire

i. Commission Workshop

Commissioner Cheshire addressed the need to hold a commission workshop regarding the fire department to determine what can be carried out for the budget.

ii. December 4, 2015 Christmas Party

Commissioner Cheshire gave suggestions include children and families and the idea to include dancing and gifts at the next Christmas Holiday Party and wished everyone Happy Holidays.

(d) Vice Mayor Gunter, Jr.

Vice Mayor Gunter expressed his apologies for not being in attendance at the December 4, 2015 Christmas Party.

11. MAYOR'S COMMENTS

(a) CR 468 Roadway - Speed Limit

Mayor Bell read into the record a recent email received from Mr. Gary Blanchard, Wingspread Homeowners Association, expressing concerns and questioning how to reduce the speed limit to 45 miles per hour on CR 468 roadway; a copy of which is filed with the supplemental papers to the minutes of this meeting.

In response, Mr. La Venia suggested a consistent speed limit of 45 miles per hour and addressed his plan to write a letter and send the email as an attachment to the

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Lake County Board of County Commissioners and Mr. Heath with a copy to Mr. Jim Stivender Jr., Public Works Department Director, to which Mayor Bell suggested inviting him to a future city commission meeting.

(b) Leesburg High School Sponsorship Request

Mayor Bell read into the record a letter dated December 3, 2015 from Ms. Allison Auld, Leesburg High School, requesting support to purchase a picnic table for $100 which will allow the Leesburg High School students to sit and eat during their lunch hour at the cafeteria.

Mayor Bell suggested that the letter be forwarded on to Operation Bless Fruitland Park who, although concentrating on the Fruitland Park Elementary School, may be interested.

(c) Dates to Remember

Mayor Bell recognized the following:

- December 11, 2015 Hometown Christmas at 6:00 p.m.
- December 12, 2015 Wreaths of America at 12:00 p.m., Shiloh Cemetery where the proclamation will be read again at the event and invited the city commission to attend.
- December 17, 2015 Joint Luncheon Meeting with Operation Bless Fruitland Park at Heritage Community Church, 509 W Berckman Street, Fruitland Park, Florida 34731 at 12:00 p.m.
- December 24, 2015, Christmas Eve – City Offices Closed
- December 25, 2015, Christmas Holiday – City Offices Closed
- January 1, 2016, New Year's Day – City Offices Closed, and
- January 14, 2016, Regular City Commission Meeting at 7:00 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 9:42 p.m.

The minutes were approved at the January 28, 2016 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Christopher Bell, Mayor

DRAFT

AGENDA ITEM NUMBER
4b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Uniform Collection Agreement – Fire Services**				
For the Meeting of:	January 28, 2016				
Submitted by:	City Clerk				
Date Submitted:	January 20, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				
Description of Item: Approve a uniform collection agreement for the provision of fire services.					
Action to be Taken: Approve.					
Staff's Recommendation:					
Additional Comments:					

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

UNIFORM COLLECTION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the City of Fruitland Park ("Municipality") whose address is 506 W. Berckman Street, Fruitland Park, Florida 34731, and the Office of the Lake County Tax Collector, by and through the Honorable Bob McKee, Lake County Tax Collector, whose address is 320 W. Main Street, Tavares, Florida 32778 ("Tax Collector").

SECTION I: Findings and Determinations

The parties find and determine:

1. The Municipality is authorized to impose and levy, and by appropriate resolution has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem assessments for the provision of fire services (hereinafter "Assessment") (Resolution 2014-014) within the Municipality, as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

2. The term "Assessment" means those certain levies by the Municipality, which purport to constitute non-ad valorem special assessments for the provision of fire services. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by the Municipality and if it is apportioned to the property fairly and reasonably.

3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies.

4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology.

5. The uniform methodology provides for more efficiency of collection by virtue of the "Assessment" being on the official tax notice issued by the Tax Collector, which will produce positive economic benefits to the Municipality and its citizens and taxpayers.

6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability.

7. The Tax Collector, as the State Constitutional Officer for the Lake County political subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the "Assessment".

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

SECTION II: General

1. Section 2, Article VIII, Florida Constitution; Section 166.021, Florida Statutes; Sections 197.3631, .3632 and .3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by the Municipality of its local self-government power to render and pay for municipal services.

2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to the Tax Collector in his capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by the City of Fruitland Park, a Municipality of the Lake County political subdivision of the State of Florida.

3. Section 197.3631, Florida Statutes, constitutes supplemental authority for the Municipality to levy non-ad valorem assessments including such non-ad valorem special assessments as the "Assessment" and related systems, facilities and services.

4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to the Municipality and to the Tax Collector in and for Lake County, as well as the Department of Revenue.

SECTION III: Purpose

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

SECTION IV: Term

The term of this Agreement shall commence upon execution, effective for the 2016 tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the Municipality shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of each calendar year, if the Municipality intends to discontinue to use the uniform methodology for such "Assessment" pursuant to Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue.

SECTION V: Duties and Responsibilities of the Municipality

The Municipality agrees, covenants and contracts to:

1. Compensate the Tax Collector for the actual costs of collection, not to exceed two (2) percent, on the amount of the "Assessment" collected under the uniform methodology, pursuant to Sections 197.3632(8)(c), 192.091(2)(b)2, Florida Statutes, and 12D-18.004(2), Florida Administrative Code.

2. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by the Municipality pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.

3. The Municipality shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform methodology pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.

4. By September 15th of each calendar year, the Municipality shall certify, using DR Form 408A, to the Tax Collector the non-ad valorem special assessment ("Assessment") roll on compatible electronic medium, tied to the property parcel identification number and otherwise in conformance with the ad valorem tax rolls submitted by the Property Appraiser in July to the Department of Revenue. The Municipality or its agent on behalf of the Municipality shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem special assessment roll and shall exercise its responsibility that such non-ad valorem special assessment roll be free of errors and omissions. Section 197.3632(5), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

5. The Municipality agrees to abide by and implement its duties in connection with or related to the uniform methodology pursuant to Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable State and Federal laws, regulations and rules.

6. The Municipality acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the Municipality's "Assessment" and that it is the sole responsibility and duty of the Municipality to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the "Assessment".

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

SECTION VI: Duties of the Tax Collector

1. The Tax Collector shall merge timely the legally certified "Assessment" roll of the Municipality with all non-ad valorem special assessment rolls, merge said rolls with the tax roll, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the county political subdivision, pursuant to sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the Municipality, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform methodology for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

2. The Tax Collector shall collect the "Assessment" of the Municipality as certified by the Municipality Commission, or its designee, to the Tax Collector no later than September 15th of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408A, and free of errors and omissions.

3. The Tax Collector agrees to cooperate with the Municipality in implementation of the uniform methodology for collecting the "Assessment" pursuant to sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the "Assessment" of the Municipality that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

4. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request the Municipality to file a corrected roll or a correction of the amount of any assessment and the Municipality shall bear the cost of any such error or omission.

5. If the Tax Collector determines that a separate mailing is authorized pursuant to section 197.3632(7), Florida Statutes, and any applicable State laws, regulations and rules, and any successor provision to said laws, regulations and rules, the Tax Collector shall either mail a

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

SECTION VII

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise specifically provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.

3. This agreement shall be governed by the laws of the State of Florida.

4. In the event that either party retains an attorney relating to a dispute between the parties to this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party, all attorney's fees and costs incurred in connection therewith (including all levels of appeal, administrative proceedings and alternative dispute resolution proceedings).

5. Any written notice associated with this Agreement shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

   a. As to the Tax Collector:

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

   b. As to the Municipality:

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

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

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

ATTEST

Christina Carpenter

Christina Carpenter
Director of Tax Services

LAKE COUNTY TAX COLLECTOR

By: Robert K McKee

Bob McKee, Tax Collector

Date: _____

ATTEST:

_____

CITY OF FRUITLAND PARK, through its CITY COMMISSION

_____

Christopher J. Bell, Mayor

Date: _____

AGENDA ITEM NUMBER
5a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Waste Management Inc. Contract Discussion				
For the Meeting of:	January 28, 2016				
Submitted by:	City Manager				
Date Submitted:	January 20, 2016				
Are Funds Required:		X	Yes		No
Account Number:					
Amount Required:					
Balance Remaining:					
Attachments:	Forthcoming				

Description of Item: Discussion on Waste Management Inc.'s contract.

Action to be Taken: City commission discretion.

Staff's Recommendation:

Additional Comments:

Reviewed by: _____
City Manager

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

AGENDA ITEM NUMBER
5b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2016-003 Police Donation Fund				
For the Meeting of:	January 14, 2016				
Submitted by:	City Treasurer				
Date Submitted:	January 5, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item: Resolution 2016-003 creating a police donation fund. Donations made to the Police Department expire at the end of the fiscal year if they are not expended. In order to allow the balance to be carried over from year to year, it must be in a restricted (committed) fund. This resolution creates the fund.

Action to be Taken: Review and approve/deny Resolution 2016-003 creating a committed fund for Police Donations

Staff's Recommendation: Adopt Resolution 2016-003

Additional Comments:

Reviewed by: _____
City Manager

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

RESOLUTION 2016-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING A COMMITTED FUND FOR POLICE DONATIONS, CREATING POLICE DONATION REVENUE AND POLICE DONATION EXPENSE, THE BALANCE OF WHICH WILL CARRY OVER TO THE NEXT FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida has determined revenue received for Police Donation expires at the end of the fiscal year and becomes part of the General Fund reserve if it has not been expensed; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds donations made to the Police Department shall be secured for police purchases only; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to keep all Police donations for the Police Department.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. A committed fund be initiated and approved by the City Commission of the City of Fruitland Park.

Section 2. The City Treasurer is hereby directed to create the police donation fund and associated revenue and expense accounts.

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 14th day of January, 2016, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____

CHRISTOPHER J. BELL, MAYOR

ATTEST:

_____

Esther Coulson, City Clerk

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

(SEAL)

Approved as to form:

_____

Anita Geraci-Carver, City Attorney

AGENDA ITEM NUMBER
5c

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	**Resolution 2016-006 Fruitland Park Library Construction Grant**				
For the Meeting of:	January 28, 2016				
Submitted by:	City Manager/Fruitland Park Library Director/City Attorney				
Date Submitted:	January 21, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Forthcoming				

Description of Item: The city commission, at its September 10, 2015 regular meeting adopted Library Grant Resolution 2015-011 based on the Library Construction Grant application that was submitted in May 2015 for consideration for funding by the 2016 State Legislature. An amendment is required to include provisions on the match of a dollar-for-dollar grant request, sufficient funding, availability of funds, and the exclusive use of the building.

Action to be Taken: Adopt resolution.

Staff's Recommendation: Approval.

Additional Comments: The State of Florida Division of Library and Information Services has developed its Fiscal Year 2016-17 eligibility list with the City of Fruitland Park's Public Library ranking second of Public Library Construction grant program totaling $1,600,000.

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

RESOLUTION 2015-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR GRANT FUNDING TOWARDS THE FRUITLAND PARK LIBRARY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 18, 2003, Lake County Ordinance 2003-99 was enacted to create a county library impact fee to provide a source of revenue to fund the construction or improvement of the county library system.

WHEREAS, in 2013 the City of Fruitland Park, Florida entered into an interlocal agreement with Lake County to maintain its membership in the Lake County Library System.

WHEREAS, the City Commission desires to expand its existing library or construct a new library but needs grant funding to complete the project.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. On April 24, 2014, the City Commission authorized JoAnn Glendinning, the Fruitland Park Library Director, to apply for grant funding towards the Fruitland Park Library expansion, and on

Section 3. An ILA was entered into on May 22, 2014 relating to the distribution of funds from the Lake County Library Impact Fee Trust Fund totaling three hundred twenty two thousand, five hundred dollars and 00/100 ($322,500.00) for Fruitland Park Library expansion project (which will add approximately 1,500 square feet onto the northwest corner of the existing building for library services design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, acquisition of collection items, public access computers and other capital equipment to meet the needs of the city's growing population. On July 25, 2014, the city acquired the 207 West Berckman Street property (adjacent to the Fruitland Park Library) for $41,116.05 towards the library expansion.

Section 4. On March 31, 2015, the city advertised request for qualifications ("RFQ") to competitively bid on the Fruitland Park library expansion design build project.

Section 5. At the April 23, 2015 special meeting, the city commission approved the "Library Impact Fee Application and Distribution Process" and authorized JoAnn Glendinning, as Library Director, to apply for and provide required certifications for state dollar-to-dollar matching grant funding towards the construction of a new library building, to assess the best option and funding sources for the City and approved extending the RFQ proposals for an additional thirty (30) days.

Section 6. The City Commission will consider the approval at its September 10, 2015 regular meeting of an identifiable unencumbered funding source with costs to complete and operate the Fruitland Park Library. Contingent upon receiving a grant award satisfactory to the City Commission,

any identifiable funding source, when coupled with other funds, will be intended to result in a completed library building. Any such project will be competitively bid as required by state statute and the city's code.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND RESOLVED this 10th day of September by the City Commission of the City of Fruitland Park, Florida.

Christopher Bell, Mayor

ATTEST:

Esther Coulson, City Clerk

Approved as to form:

Anita Geraci-Carver

Anita Geraci-Carver, City Attorney

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

AGENDA ITEM NUMBER

5d

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2016-004 Budget Amendment BT2016-06 Library Construction				
For the Meeting of:	January 28, 2016				
Submitted by:	City Treasurer				
Date Submitted:	January 20, 2016				
Are Funds Required:		X	Yes		No
Account Number:	See Attached				
Amount Required:	See Attached				
Balance Remaining:	See Attached				
Attachments:	Yes				

Description of Item: Budget Amendment BT16-06 moves the budget for construction of the Library from CIP (Sales Surtax) to the General Fund. No Sales Surtax will be used for this project. The revenue and expenses will be moved to the General Fund.

Action to be Taken: Adopt Resolution 2016-004

Staff's Recommendation: Review and approve/deny Budget Amendment BT16-06

Additional Comments:

Reviewed by: _____
City Manager

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

RESOLUTION 2016-004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BUDGET TO TRANSFER THE LIBRARY CONSTRUCTION BUDGET FROM THE CAPITAL IMPROVEMENT FUND (SALES SURTAX) TO THE GENERAL FUND; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2015-2016 budget of the City of Fruitland Park was adopted on September 22, 2015; and

WHEREAS, the realities of the 2015-2016 fiscal year have not matched exactly with the adopted budget;

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

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

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

PASSED AND RESOLVED this 28th day of January, 2016, by the City Commission of the City of Fruitland Park, Florida.

_____
City of Fruitland Park
Christopher J. Bell, Mayor

Attest:
Esther B. Coulson, City Clerk
CITY OF FRUITLAND PARK, FLORIDA

_____
Christopher J. Bell, Mayor

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

First Reading _____

Second Reading _____

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: # BT16-006

To: City Manager Date: 11-Jan-2016

Prepared by: City Treasurer Approved:

Department Head City Manager

REVENUES:

Object name & #	30001-33771 Library Construction (Sales Surtax)	Amount:	990,700	Inc/Dec
Object name & #	01001-33776 LIBCO Library Construction - County	Amount:	991,423	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 & #	30571-60663 Library Construction (Sales Surtax)	Amount:	990,700	Inc/Dec
Object name & #	01571-60663 LIBCO Library Construction - County	Amount:	991,423	Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec

Explanation: Move Library Construction budget from CIP (Sales Surtax) to General Fund. We are not using Sales Surtax.

Increase Library Construction $723 to match Lake County Purchase Order 20160738.

Approved by Commission:

Date City Clerk

City Treasurer Mayor

Purchase Order

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
www.lakecountyfl.gov

Fiscal Year 2016 Page 1 of

Change Orders 000

Expiration Date

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20160738

BILL TO
LIB
LIBRARY SERVICES
2401 WOODLEA RD
TAVARES, FL 32778

ISSUED
FOB: Destination Inside Delivery

Office of Procurement Services
Phone: 352-343-9839 Fax 352-343-9473

VENDOR
1460
CITY OF FRUITLAND PARK
UTILITIES
506 W BERCKMAN ST
FRUITLAND PARK, FL 34731

SHIP TO
LIB
LIBRARY SERVICES
2401 WOODLEA RD
TAVARES, FL 32778

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		20160809	

Date Ordered	Vendor Number	Date Required	Confirmed To	Contracting Officer
11/30/2015	1460			SANDRA ROGERS

Item#	Description/Part No.	Qty	UOM	Cost Each	Extended Price
1	IMPACT FEE AWARD PURSUANT TO AN INTERLOCAL AGREEMENT DATED SEPTEMBER 15, 2015 WITH THE CITY OF FRUITLAND PARK FOR THE PURCHASE OF LAPTOPS, PROJECTOR, PROJECTION CART AND PROJECTION SCREEN FOR THE FRUITLAND PARK LIBRARY. *1070-570-571-30-38200-880810-*	1.00	EA	$8,200.00	$8,200.00
2	IMPACT FEE AWARD PURSUANT TO AN INTERLOCAL AGREEMENT DATED SEPTEMBER 15, 2015 WITH THE CITY OF FRUITLAND PARK FOR THE CONSTRUCTION OF A NEW LIBRARY FACILITY *1070-570-571-30-38200-880810-*	1.00	EA	$983,223.00	$983,223.00

IMPORTANT: This order is subject to the terms & conditions herein.

Sandra Rogers
Authorized By

Purchase Order Total
991,423.00

Department Copy

AGENDA ITEM NUMBER
5e

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2016-005 Budget Amendment Security Cameras for Town Hall				
For the Meeting of:	January 28, 2016				
Submitted by:	City Treasurer				
Date Submitted:	January 20, 2016				
Are Funds Required:		X	Yes		No
Account Number:	See Attached				
Amount Required:	See Attached				
Balance Remaining:	See Attached				
Attachments:	Yes				

Description of Item: Permission to purchase Security Cameras and recording system for the Town Hall. Budget Amendment BT16-07 uses CIP (Sales Surtax) to purchase the equipment. The budget amendment moves the budget from CIP Contingency to CIP Equipment. CIP Contingency has $182,340 in it.

Action to be Taken: Adopt or/deny Resolution 2016-005.

Staff's Recommendation: Approve purchase of security camera system and Budget Amendment BT16-07

Additional Comments:

Reviewed by: _____
City Manager

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

RESOLUTION 2016-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BUDGET TO PURCHASE SECURITY CAMERAS AND RECORDING SYSTEM FOR THE TOWN HALL FROM CAPITAL IMPROVEMENT PROGRAM (CIP) CONTINGENCY TO CIP EQUIPMENT; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2015-2016 budget of the City of Fruitland Park was adopted on September 22, 2015; and

WHEREAS, the realities of the 2015-2016 fiscal year have not matched exactly with the adopted budget;

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

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

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

PASSED AND RESOLVED this 28th day of January, 2016, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____

CHRISTOPHER J. BELL, MAYOR

ATTEST:

_____

Esther Coulson, City Clerk

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

(SEAL)

Approved as to form:

_____

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: # BT2016-07

To: City Manager Date: 20-Jan-2016

Prepared by: City Treasurer Approved:

Department Head City Manager

REVENUES:

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

EXPENDITURES:

Object name & #	30511-60640 CIP EQUIPMENT	Amount:	3,025	Inc/Dec
Object name & #	30511-90990 CIP CONTINGENCY	Amount:	3,025	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 7 indoor Security Cameras and 1 outdoor camera plus security recording system for the Town Hall with multiple monitors. There is $182,340 in CIP Contingency.

Approved by Commission:

Date City Clerk

City Treasurer Mayor

AGENDA ITEM NUMBER
5f

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Online Utility Payment – Citizen Self Service				
For the Meeting of:	January 28, 2016				
Submitted by:	City Treasurer				
Date Submitted:	January 20, 2016				
Are Funds Required:		X	Yes		No
Account Number:	See Attached				
Amount Required:	See Attached				
Balance Remaining:	See Attached				
Attachments:	Yes				

Description of Item: Attached is the quote from Tyler Technologies to implement the online payment system. Citizen Self Service allows customers to view their balance and pay bills online. This includes utility bills and business licenses that can be paid by credit card or bank account. The total cost to purchase and implement citizen self-service is $5,125 with an annual recurring hosting fee of $1,925. Request permission to purchase the citizen self-service and implement module.

Action to be Taken: Review and approve/deny purchase and implementation of the Citizen Self Service from Tyler Technologies

Staff's Recommendation: Approve purchase and implementation of citizen self-service module.

Additional Comments:

Reviewed by: _____
City Manager

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

Quoted By:	Cindy Chase
Date:	1/13/2016
Quote Expiration:	4/30/2016
Quote Name:	City of Fruitland Park - Citizen Self Service
Quote Number:	2015-14033
Quote Description:	City of Fruitland Park - Citizen Self Service

Sales Quotation For

City of Fruitland Park
506 West Berckman Street
Fruitland Park, Florida 34731
Phone (352) 360-6727

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Other:				
Citizen Self Service - Annual Hosting Fee	$1,925.00	1.5	$2,888.00	0
TOTAL:	**$1,925.00**	2015 2016	**$2,888.00**	**0**
	Annual Fee			

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Citizen Self Service	$3,850.00	1 @ $1,275.00	$1,275.00	$0.00	$5,125.00	$0.00
TOTAL:	**$3,850.00**	**1**	**$1,275.00**	**$0.00**	**$5,125.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$1,925.00
Total Tyler Software	$3,850.00	$0.00
Total Tyler Services	$1,275.00	$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$5,125.00**	**$1,925.00**
Contract Total	**$8,013.00**	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items, as applicable, shall conform to the following conditions:

- License fees for Tyler and 3rd Party Software products are due when Tyler makes such software available for download by the Client;
- Fees for hardware are payable upon delivery;
- SaaS fees are payable on a quarterly basis, in advance, beginning with the first quarterly payment due pursuant to the Agreement following the date on which the Client signed the sales quotation; and
- Unless otherwise indicated, fees for services are payable as delivered, and expenses are payable as incurred.

Billing terms - 4/1/16 - 9/29/17

Munis

Citizen Self Service

Munis Citizen Self Service provides residents in your jurisdiction with Web-based **access to municipal information and services**. With Munis Citizen Services, citizens can:

- View or **pay bills and invoices** — such as real estate taxes, utility bills, personal property taxes, business licenses, motor vehicle registrations and animal licenses — by credit card or bank account
- Make **non-emergency requests** of specific municipal departments
- View **official records online**, including annual reports, meeting minutes, agendas and more

Citizens have access to improved services, and your employees are free to focus on more strategic tasks.

AGENDA ITEM NUMBER

5g

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading and Public Hearing – Ordinance 2016-001 Capital Improvement Revenue Wastewater System				
For the Meeting of:	January 28, 2016				
Submitted by:	City Attorney/City Treasurer				
Date Submitted:	January20, 2016				
Are Funds Required:			Yes	X	No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item: Proposed Ordinance 2016-001 Capital Improvement Revenue Wastewater System. (The first reading was held on January 14, 2016.)

Action to be Taken: Enact Ordinance 2016-001.

Staff's Recommendation: Approval

Additional Comments:

Reviewed by: _____
City Manager

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

ORDINANCE 2016-001

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTED IN FURTHERANCE OF THE REQUIREMENT SET FORTH IN SECTION 3.12(5), OF THE CHARTER OF THE CITY OF FRUITLAND PARK, FLORIDA; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $2,500,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2016, OF THE CITY TO FINANCE THE CITY'S COST OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM AND RELATED IMPROVEMENTS THERETO; PROVIDING FOR PAYMENT OF THE NOTE FROM AMOUNTS RECEIVED BY THE CITY FROM THE LEVY BY THE BOARD OF COUNTY COMMISSIONS OF LAKE COUNTY, FLORIDA OF A ONE CENT INFRASTRUCTURE SALES SURTAX PURSUANT TO SECTION 212.055(2), FLORIDA STATUTES AND UNTIL EXPENDED PROCEEDS OF THE NOTE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES OR PARTS OF PRIOR INCONSISTENT ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, as follows:

SECTION 1. Authority for this Ordinance.

This Ordinance is enacted pursuant to the provisions of Chapter 166, Florida Statutes, Section 3.12(5) of the Charter of the City of Fruitland Park, Florida (the "City") and other applicable provisions of law (the "Act").

SECTION 2. Findings.

It is hereby ascertained, determined and declared that:

(A) The City receives amounts from the levy by the Board of County Commissioners of Lake County, Florida of a one cent infrastructure sales surtax pursuant to Section 212.055(2) Florida Statutes (the "Infrastructure Sales Surtax"). Such Infrastructure Sales Surtax is not now pledged in any manner.

(B) The City is without currently available funds to pay for all of the costs of acquiring and constructing improvements to the City wastewater system and related improvements (the "Project"), and therefore proposes to pay a portion of such costs thereof from the proceeds of its not exceeding $2,500,000 Capital Improvement Revenue Note, Series 2016 (the "Series 2016 Note") to be issued by the City.

(C) The principal of, premium, if any, and interest on the Series 2016 Note and all required sinking fund, and other payments will be secured solely by (i) the Infrastructure Sales Surtax, and (ii) until applied in accordance with the provisions of the documentation securing the Series 2016 Note, the proceeds of the Series 2016 Note (collectively with (i) above, the "Pledged Revenues") and the City will never be required to levy ad valorem taxes on any property therein to pay the principal of and interest on the Series 2016 Note or to make any other payments provided for herein or in the Series 2016 Note and the Series 2016 Note will not constitute a lien upon any properties owned by the City or located within the boundaries of the City, but will be secured solely from the Pledged Revenues in the manner provided in this Ordinance and in the other documentation pursuant to which the Series 2016 Note is issued.

SECTION 3. Authorization of Series 2016 Note and Acquisition and Construction of Project.

The issuance by the City of its not exceeding $2,500,000 Capital Improvement Revenue Note, Series 2016 for the purpose of paying costs of acquiring and constructing the Project and the cost of issuance for the Series 2016 Note is hereby authorized. The Series 2016 Note shall be dated, shall bear interest at a rate or rates not exceeding the maximum legal rate per annum, shall mature, shall be subject to redemption, shall be secured solely by a lien upon and pledge of the

Pledged Revenues, and shall have such other characteristics as shall be provided in the other documentation pursuant to which the Series 2016 Note is issued.

SECTION 4. Conflicting Prior Inconsistent Ordinances.

All prior inconsistent ordinances or parts of prior inconsistent ordinances in conflict herewith are hereby repealed and all prior inconsistent ordinances or parts of prior inconsistent ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 5. Severability.

If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of this ordinance; it is hereby declared to be the express opinion of the City Commission of the City of Fruitland Park that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Commission would have enacted the valid constitutional portions thereof.

[Remainder of Page Intentionally Left Blank]

<u>SECTION 6.</u> The provisions within this Ordinance shall take effect immediately upon the adoption date.

ENACTED by the City Commission of the City of Fruitland Park, Florida, this 28th day of January, 2016.

CITY OF FRUITLAND PARK, FLORIDA

[SEAL]

By_____
Mayor

ATTEST:

By_____
City Clerk

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

First Reading: _____
Legal Ad published: _____
Second Reading: _____

Approved as to legal form and
sufficiency for the City of
Fruitland Park only

_____
City Attorney

AGENDA ITEM NUMBER
5h

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2016-001				
For the Meeting of:	January 28, 2016				
Submitted by:	City Attorney/City Treasurer				
Date Submitted:	January20, 2016				
Are Funds Required:		X	Yes		No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item: Resolution 2016-001 accepting BB&T proposal for not to exceed $2,500,000 Capital Improvement Revenue Note securing repayment with Infrastructure Sales Surtax. The note is to finance the cost of constructing improvements to the city's sewer system securing Infrastructure Sales Surtax to repay the loan. This includes construction of a sewer line to Lady Lake for approximately $1,400,000 and construction of a sewer line along 466a from Shiloh to Windy Acres for approximately $1,500,000.
Action to be Taken: Review and adopt/deny Resolution 2016-001 approving the $2,500,000 loan proposal and use of the Sales Surtax for repayment of the loan.
Staff's Recommendation: Adopt Resolution 2016-001
Additional Comments:

Reviewed by: _____
City Manager

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

RESOLUTION NO. 2016-01

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA ACCEPTING THE PROPOSAL OF BRANCH BANKING AND TRUST COMPANY TO PURCHASE THE CITY'S NOT TO EXCEED $2,500,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2016, WHICH NOTE IS BEING ISSUED TO FINANCE THE CITY'S COST OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM AND RELATED IMPROVEMENTS THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK TO SECURE THE REPAYMENT OF SAID LOAN; PROVIDING FOR THE PAYMENT OF THE NOTE FROM AMOUNTS RECEIVED BY THE CITY FROM THE LEVY BY THE BOARD OF COUNTY COMMISSIONS OF LAKE COUNTY, FLORIDA OF A ONE CENT INFRASTRUCTURE SALES SURTAX PURSUANT TO SECTION 212.055(2), FLORIDA STATUTES ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE NOTE, AND THE SECURITY THEREFORE; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; DESIGNATING THE NOTE AS "BANK QUALIFIED"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Florida Constitution, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared:

(A) The City of Fruitland Park, Florida (the "City") deems it necessary, desirable and in the best interests of the City that the City finance its costs of acquiring and constructing improvements to the City's wastewater system and related improvements (the "Project"), all as more particularly described in the Loan Agreement (as defined herein).

(B) Pursuant to Section 2(b), Article VIII of the State Constitution, and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance of the 2016 Note (hereinafter defined) and the execution and delivery of the Loan Agreement for the purposes of financing the cost of the Project is not prohibited by law.

(C) The City staff has reviewed the proposal of Branch Banking and Trust Company (the "Bank") regarding a loan in an amount of not to exceed $2,500,000 as provided in the 2016 Note (the "Loan") to the City, the proceeds of which will be applied to finance costs of the Project and to pay costs of issuing the 2016 Note.

(D) The Loan will be secured by the Pledged Revenues (as defined in the Loan Agreement) as provided in the Loan Agreement pursuant to which the City will issue its Capital Improvement Revenue Note, Series 2016 (the "2016 Note") to secure the repayment of the Loan.

(E) Due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2016 Note pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the 2016 Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the 2016 Note and, accordingly, the City Commission of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated private placement of the 2016 Note to the Bank be authorized.

SECTION 3. AUTHORIZATION OF FINANCING OF PROJECT. The City hereby authorizes the financing of the Project as more particularly described in the Loan Agreement.

SECTION 4. ACCEPTANCE OF BANK PROPOSAL. Based on the recommendation of the City's staff, the City hereby accepts the proposal of the Bank dated December 4, 2015, to provide the City with the Loan.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND 2016 NOTE AND EXECUTION OF LOAN AGREEMENT AND 2016 NOTE. The Loan and the repayment of the Loan as evidenced by the 2016 Note shall be pursuant to the terms and provisions of the Loan Agreement and the 2016 Note. The City hereby approves the Loan Agreement in substantially the form attached hereto as **Exhibit A** and the 2016 Note substantially in the form attached to the Loan Agreement and authorizes the Mayor or the Vice Mayor - Commissioner of the City (collectively, the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement by and between the City and the Bank substantially in the form attached hereto as **Exhibit A** (the "Loan Agreement") and the 2016 Note in substantially the form attached to the Loan Agreement, with such changes, insertions and additions as they may approve, their execution thereof being conclusive evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2016 NOTE. Pursuant to the Loan Agreement, the 2016 Note will be secured by amounts received by the City from the levy by the Board of County Commissioners of Lake County, Florida of a one cent infrastructure sales surtax pursuant to Section 212.055(2) Florida Statutes, all as more particularly described in the Loan Agreement.

SECTION 7. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates, opinions, or items are needed

to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2016 Note and the security therefore, the Mayor, the City Clerk, the City Manager, the City Treasurer and the City Attorney are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 8. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as registrar and paying agent for the 2016 Note.

SECTION 9. LIMITED OBLIGATION. The obligation of the City to repay amounts under the Loan Agreement and the 2016 Note are limited and special obligations, payable solely from the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

SECTION 10. DESIGNATION OF 2016 NOTE AS BANK QUALIFIED. The City hereby designates the 2016 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City does not reasonably anticipate that the City, any subordinate entities of the City, and issuers of debt that issue "on behalf" of the City, will during the calendar year 2016 issue more than $10,000,000 of "tax-exempt" obligations, exclusive of those obligations described in Section 265(b)(3)(C)(ii) of the Code.

SECTION 11. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement or the 2016 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not effect any other provision of this Resolution, the Loan Agreement or the 2016 Note, but this Resolution, the Loan Agreement and the 2016 Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2016 Note shall be issued and the Loan Agreement shall be executed and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of January, 2016.

CITY OF FRUITLAND PARK, FLORIDA

[SEAL]

By_____
Mayor

ATTEST:

By_____
City Clerk

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

Approved as to legal form and
sufficiency for the City of
Fruitland Park only

_____
City Attorney

AGENDA ITEM NUMBER
5i

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	BB&T Loan Agreement				
For the Meeting of:	January 28, 2016				
Submitted by:	City Treasurer				
Date Submitted:	January 20, 2016				
Are Funds Required:		X	Yes		No
Account Number:	N/A				
Amount Required:	N/A				
Balance Remaining:	N/A				
Attachments:	Yes				

Description of Item: Accepting BB&T Loan Agreement for not to exceed $2,500,000 Capital Improvement Revenue Note securing repayment with Infrastructure Sales Surtax._The note is to finance the cost of constructing improvements to the city's sewer system securing Infrastructure Sales Surtax to repay the loan. This includes construction of a sewer line to Lady Lake for approximately $1,400,000 and construction of a sewer line along 466a from Shiloh to Windy Acres for approximately $1,500,000. Resolution 2016-001 accepting BB&T proposal was approved.

Action to be Taken: Review and approve/deny BB&T Loan Agreement for the $2,500,000 loan note and use of the Sales Surtax for repayment of the note.

Staff's Recommendation: Approve BB&T Loan Agreement

Additional Comments:

Reviewed by: _____
City Manager

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

EXHIBIT A

LOAN AGREEMENT

Dated as of January 29, 2016

By and Between

CITY OF FRUITLAND PARK, FLORIDA
(the "City")

and

BRANCH BANKING AND TRUST COMPANY
(the "Bank")

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), made and entered into this 29th day of January, 2016, by and between **CITY OF FRUITLAND PARK, FLORIDA** (the "City"), a municipal corporation of the State of Florida and its successors and assigns, and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation authorized to do business in Florida, and its successors and assigns (the "Bank").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes Section 212.055(2) Florida Statutes, City Ordinance No. 2016-01 (the "Ordinance") and other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 2016-01, duly adopted by the City on January 28, 2016, is authorized to borrow money, and more particularly issue the Note described below for the City's public purpose; and

WHEREAS, in response to a request for proposal by the City regarding an intended borrowing to finance various improvements to the City owned and operated sewer system (the "Project"), and related costs of issuance, the Bank submitted its proposal, dated December 4, 2015, to the City (the "Commitment"); and

WHEREAS, the City has accepted the Commitment and the Bank is willing to purchase the Note, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bank" shall mean Branch Banking and Trust Company, and its successors and assigns.

"Bond Counsel" shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the Note.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Bank at which payments on the Note are due is lawfully closed.

"City" shall mean the City of Fruitland Park, Florida, a municipal corporation.

"City Clerk" shall mean the City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

"City Manager" shall mean the City Manager of the City and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Note.

"Default Rate" shall mean the interest rate on the Note plus two percent (2.0%) per annum provided such rate shall not exceed the highest rate of interest allowed by applicable law.

"Determination of Taxability" shall mean, with respect to the Note, any determination, decision or decree by the Commissioner or any District Director of the Internal Revenue Service, as such officers are identified by the Code, or any court of competent jurisdiction that the interest payable under the Note is includable in the gross income (as defined in Section 61 of the Code) of the Holder.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to acceleration or prepayment, December 1, 2025.

"Fiscal Year" shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its "fiscal year" as permitted by law.

"Infrastructure Sales Surtax" shall mean all amounts received by the City from the levy by the Board of County Commission of Lake County of a 1.0 percent (1.0%) discretionary sales surtax pursuant to the authorization of Section 212.055(2), Florida Statutes and paid to the City pursuant to those Interlocal Agreements entered into as of January 15, 2002 and effective June 16, 2015 by and among Lake County, the City, certain other municipalities within Lake County and the School Board of Lake County, Florida (the "Interlocal Agreement").

"Loan" shall refer to an amount equal to the outstanding principal of the Note, together with unpaid interest and other amounts due thereunder which have accrued.

"Note" shall mean the City of Fruitland Park, Florida Capital Improvement Revenue Note, Series 2016 issued by the City under this Agreement and the Resolution.

"Note Rate" shall mean the rate of interest to be borne by the Note which shall be a fixed rate equal to 2.33% per annum calculated on the basis of a 360-day year of 12, 30-day months, subject to adjustment as provided in this Agreement and the Note.

"Noteholder" or "Holder" or any similar term shall mean the Bank as the holder of the Note and any subsequent registered holder of the Note.

"Payment Date" shall mean each June 1 and December 1, commencing June 1, 2016 until the Note has been paid in full.

"Pledged Revenues" shall mean the Infrastructure Sales Surtax and until applied in accordance with the provisions of this Agreement, the proceeds of the Note.

"Project" shall have the meaning set forth in the "Whereas" clauses to this Agreement.

"Resolution" shall mean Resolution No. 2016-01, duly adopted at a meeting of the City Commission of the City on January 28, 2016, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Bank as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the City and the

issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its properties is bound.

(b) Validity, Etc. This Agreement, the Note and the Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City has occurred since the audited financial statements of the City for its year ended September 30, 2014.

(d) Powers of City. The City has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(e) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

(f) The City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Note from its financial, legal and other advisors (and not the Bank or any of its affiliates) to the extent that the City desired to obtain such advice. The City acknowledges that neither the Bank nor any of its affiliates shall act as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Note and neither the Bank nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the proposed issuance of the Note.

Section 2.02. Covenants of the City. The City covenants as follows:

The City will furnish to the Bank (i) within 210 days following the end of each Fiscal Year, a comprehensive annual financial report of the City for such Fiscal Year, which shall include a balance sheet and income statement as of the end of such Fiscal Year, and an audit report of an independent CPA, (ii) by November 15 of each year the current annual budget of the City, and (iii) such other documents as the Bank may reasonably request. Such documents may be provided to the Bank electronically.

Section 2.03. Representations and Warranties of Bank. The Bank represents and warrants to the City as follows:

The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note; (ii)

has received and reviewed such financial information concerning the Pledged Revenues as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a current view toward resale to the public.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Bank shall make available to the City the Loan in the principal amount of Two Million Five Hundred Thousand Dollars and No Cents ($2,500,000). The proceeds available under the Note and this Agreement shall be used to finance the Project and to pay costs of issuing the Note and such proceeds (other than certain cost of issuance retained by the Bank) shall be deposited in a project fund held by the City.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit A to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The aggregate principal amount of the Note shall be Two Million Five Hundred Thousand Dollars and No Cents ($2,500,000).

(b) Interest. The Note shall bear interest at the Note Rate payable on each Payment Date. Interest on the Note shall be computed on the basis of a 360 day year of 12, 30 day months.

(c) Prepayments. The Note shall be subject to prepayment at the option of the City, in whole but not in part on any Payment Date, from any legally available monies, at a prepayment price of 101% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Any prepayment shall be made on the Payment Date as shall be specified by the City in a written notice delivered to the Noteholder not less than five (5) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Bank, and finally to principal.

Principal on the Note is payable on each Payment Date commencing June 1, 2018 as set forth in the Note.

Section 3.03. Adjustments to Note Rate. The Note Rate shall be subject to adjustment as hereinafter described and as provided in the Note.

In the event of a Determination of Taxability, the Note Rate shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been absent such Determination of Taxability (the “Taxable Rate”) effective retroactively to the date on which interest on the Note loses its "tax-exempt" status. Immediately upon a Determination of Taxability, the City agrees to pay to the Noteholder subject to such Determination of Taxability the Additional Amount (as defined herein). “Additional Amount” means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) loses its “tax-exempt” status and ending on the earlier of the date

the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on the Note for the Taxable Period under the provisions of the Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Noteholder to the Internal Revenue Service by reason of such Determination of Taxability.

If the Note ceases to be a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code then the Note Rate on the Note shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been in the absence of such change or amendment in the tax laws or regulations or other cause.

The Noteholder shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Noteholder shall certify to the City in writing the additional amount, if any, due to the Noteholder as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law.

Section 3.04. Conditions Precedent to Issuance of Note. Prior to or simultaneously with the delivery of the Note, there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of counsel to the City substantially to the effect that (i) the Resolution has been duly adopted and this Agreement and the Note has been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement and execution, issuance and delivery of the Note are not subject to any authorization, consent, waiver, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution, issuance and delivery of the Note has been duly and validly authorized by the City, and the Note constitutes a valid and binding special obligation of the City enforceable in accordance with its terms; (iv) the City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver this Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the Note and this Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or, to the best of such counsel's knowledge, threatened in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (B) in any way questioning or

affecting the validity or enforceability of any provision of this Agreement, the Note, or the Resolution, (C) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (D) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (vii) the City has the legal power to acquire and construct the Project and to pay associated costs of issuance, to grant a lien on the Pledged Revenues as described herein and in the Note and the Resolution; (viii) all conditions contained in the ordinances and resolutions of the City precedent to the issuance of the Note have been complied with; and (ix) all authorizations, approvals, consents, waivers or other orders of governmental authorities or agencies that are required in connection with the authorization, execution and delivery by the City of the Resolution, the Note and this Agreement and all other agreements or documents provided for or contemplated by this Agreement, and the execution, issuance, sale and delivery of the Note have been obtained and are in full force and effect and no additional or further approvals, consents, waivers or authorizations of any governmental or public agency or authority not already obtained or currently able to be obtained are required by law or by the City in the performance by the City of its obligations under the Note, this Agreement, the Resolution or the contracts and agreements provided for therein or contemplated thereby;

(b) an opinion of Bond Counsel (who may rely on opinion of counsel to the City), substantially to such effect that such counsel is of the opinion that: (i) this Agreement constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided for therein and in this Loan Agreement; (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code interest on the Note is excluded from gross income for purposes of federal income taxation; (iv) the Note is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code; and (v) the Note is exempt from registration under the Securities Act of 1993, as amended, and the Resolution and this Agreement are exempt from qualification under the Trust Indenture Act of 1939, as amended;

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City;

(d) the original executed Resolution, Note and Agreement; and

(e) such other documents as the Bank reasonably may request.

When the documents and items mentioned in clauses (a) through (e), inclusive, of this Section shall have been filed with the Bank, and when the Note shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the City shall deliver the Note to or upon the order of the Bank upon receipt of the purchase price therefor. Payment of the purchase price of the Note by the Bank shall be conclusive evidence that all conditions pursuant to the delivery of the Note have been met.

Section 3.05. Registration of Transfer; Assignment of Rights of Bank. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the

registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Holder or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that the Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Note.

The Holder of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such Holder's assignor or any person in the chain of title and before the maturity of the Note; provided, however, that the Note may be transferred only in whole and not in part and provided further, that no transfer shall be permitted absent the City's (and the Holder's) receipt of a certificate in form and substance similar to the one included as part of **Exhibit A** hereto from such proposed transferee. Every prior Holder of the Note shall be deemed to have waived and renounced all of such Holder's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the Holder thereof or such Holder's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.07. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely for costs of the Project and costs of issuance of the Note, and that such use is permitted by applicable law.

Section 3.08. Authentication. Until the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Agreement. The Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the registrar, and such certificate of the registrar upon the Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Agreement.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Note.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Note.

(b) The Note will be a special obligation of the City secured solely by the Pledged Revenues and is payable from the Pledged Revenues as provided in this Agreement. The Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Tax Covenant. The City covenants to the Holders of the Note that the City will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused the Note to be an "arbitrage bond" within the meaning of the Code. The City further covenants comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the Holders thereof for purposes of federal income taxation.

Section 4.04. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations regarding the acquisition, construction and maintenance of the Project.

Section 4.05. Additional Debt. The City will not issue any other obligations payable from the Pledged Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to the lien thereon in favor of the Note and the interest thereon.

The City may, however, issue debt payable from the Pledged Revenues on parity with the Note ("Additional Debt") for any one or more of the following purposes: financing the cost of an additional project in accordance with the provisions of the Act, or the completion thereof or of the Project, or refunding of any or all of the Note or any Additional Debt.

No such Additional Debt shall be issued by the City unless the following conditions are complied with:

(a) There shall have been obtained and filed with the City and the Holders a certificate of the City Treasurer or other appropriate finance officer of the City stating that for any consecutive twelve month period during the most recent eighteen months, the amount of the Pledged Revenues received by the City is at least one hundred and thirty-five percent (135%) of the maximum annual debt service on the Note, plus all Additional Debt outstanding and the proposed Additional Debt and that no default shall exist under this Agreement or the Note.

(b) In the event any Additional Debt is issued for the purpose of refunding the Note or any outstanding Additional Debt, the conditions of Section 4.05 (a) hereof shall not apply, provided that the issuance of such Additional Debt for refunding purpose, shall not result in an increase in the aggregate amount of principal of and interest on the debt so secured becoming due in the current Fiscal Year and all subsequent Fiscal Years. The conditions of Section 4.05 (a) hereof shall apply to Additional Debt issued for refunding purposes which cannot meet the conditions of this paragraph.

Section 4.06. Covenant Regarding Pledged Revenues. As long as the Note is outstanding the City covenants to (i) take all steps, actions, and proceedings necessary for the enforcement and collection of the Pledged Revenues, (ii) not to repeal the actions of the City authorizing the receipt of the Pledged Revenues, (iii) not to amend or modify its proceedings in any manner which would impair or adversely affect the power of the City to receive any of the Pledged Revenues or adversely affect in any manner the pledge of the Pledged Revenues or the rights of the Holders, or the rate or amounts at which the Pledged Revenues are levied or collected.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of the Note shall not be made within five (5) days when the same shall become due and payable; or

(b) payment of any installment of interest on the Note shall not be made within five (5) days when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary, in the reasonable judgment of the Holder, to enable the City to diligently complete such curative action; or

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of the Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Note; or

(e) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(f) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(g) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate and all payments made on the Note during any such period shall be applied first to interest and then to principal. In

addition, upon the occurrence of an Event of Default described in Section 5.01(e) (f), (g) or (h), and upon the occurrence of any other Event of Default and five (5) days notice to the City by the Noteholder, the principal of and interest on the Note shall be immediately due and payable. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under this Agreement, provided, the Holder shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form of any property therein to pay the Note or the interest thereon.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, a Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the Note then unpaid, with interest on overdue payments of principal and interest (to the extent permitted by law) at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from only the Pledged Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in a Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the Pledged Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Holder hereunder have been paid in full.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Holder.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Fruitland Park, Florida
506 W. Berckman Street
Fruitland Park, FL 34731
Attention: City Manager

(b) As to the Bank:

Branch Banking and Trust Company
5130 Parkway Plaza Boulevard
Building #9
Charlotte, NC 28217
Attention: Governmental Finance

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall be other than a Business Day, then payment of such interest or principal shall be made on the next succeeding day on which the Bank is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity,

statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Arbitration. IN THE EVENT ANY DISPUTE SHOULD ARISE UNDER THIS AGREEMENT OR ANY OTHER ASPECT OF THE TRANSACTION REFLECTED IN THIS AGREEMENT BETWEEN THE HOLDER AND THE CITY, WHETHER OR NOT SPECIFICALLY RELATING TO THIS AGREEMENT, SAID DISPUTE WILL BE RESOLVED THROUGH BINDING ARBITRATION IN LAKE COUNTY, FLORIDA, IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

Section 6.12. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibit hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[*SIGNATURES ON FOLLOWING PAGE*]

[*Signature Page for LOAN AGREEMENT*
dated as of January 29, 2016 between
the City of Fruitland Park, Florida and Branch Banking and Trust Company]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF FRUITLAND PARK, FLORIDA

[SEAL]

ATTEST:

By:_____
Mayor

_____
City Clerk

BRANCH BANKING AND TRUST COMPANY

By:_____
Title: Senior Vice President

EXHIBIT A

FORM OF NOTE

PRIOR TO BECOMING A HOLDER, A PROPOSED PURCHASER SHALL EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED HERETO CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

CITY OF FRUITLAND PARK, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE,
SERIES 2016

Principal Sum	Maturity Date	Note Rate	Date of Issuance
$2,500,000	December 1, 2025	2.33%	January 29, 2016

The CITY OF FRUITLAND PARK, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, or its assigns (the "Holder"), at 5130 Parkway Plaza Boulevard, Building #9, Charlotte, NC 28217, Attention: Governmental Finance, or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above as set forth on Schedule I hereto, and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Date of Issuance shown above, on June 1 and December 1 of each year (each, a "Payment Date"), commencing on June 1, 2016, until payment of said principal sum has been made or provided for, at the Note Rate shown above, subject to adjustment as described below, calculated on the basis of a 360-day year of 12, 30-day months. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as the Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

The Note Rate may be adjusted in accordance with Sections 3.03 and 5.02 of that certain Loan Agreement by and between Branch Banking and Trust Company and the City, dated as of January 29, 2016 (the "Agreement"). Such adjustments may be retroactive.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Note may be prepaid by the City in whole but not in part on any Payment Date as provided in the Agreement from any legally available monies at a prepayment price of 101% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the

Holder not less than five (5) days prior to the specified prepayment date. Any prepayments shall be applied as provided in Section 3.02(c) of the Agreement.

Notice having been given as aforesaid, the principal amount shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount; and the amount of principal and interest then due and payable shall be paid upon presentation and surrender of this Note to the office of the City. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount shall have been given to the Holder, as above provided, then from and after the prepayment date interest on the principal amount of this Note shall cease to accrue.

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, Section 212.055(2), Florida Statutes, City Ordinance No. 2016-01 (the "Ordinance") and other applicable provisions of law and the City's Resolution No. 2016-01 duly adopted on January 14, 2016 (the "Resolution"), and is subject to all terms and conditions of the Agreement, the Ordinance and the Resolution.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein. In the event the maturity of this Note is accelerated or prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of that permitted by Section 215.84(3), Florida Statutes, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, shall be cancelled automatically as of the date of such acceleration or prepayment, or, if theretofore paid, shall be credited on the principal amount of this Note unpaid, but such crediting shall not cure or waive any default under the Agreement or the Resolution. This Note is a special obligation of the City secured solely by the Pledged Revenues, all in the manner and to extent described in the Agreement.

THIS NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT, THE ORDINANCE AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE

AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST THEREON.

Upon the occurrence of an Event of Default the principal of this Note may become or be declared due and payable before the Maturity Date in the manner, with the effect and subject to the conditions set forth in the Agreement and Resolution. The Holder shall also have such other remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments, acceleration, and other matters.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk of the City, either manually or with facsimile signature, and this Note to be dated the Date of Issuance set forth above.

CITY OF FRUITLAND PARK, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is being delivered pursuant to the within mentioned Agreement.

CITY OF FRUITLAND PARK, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder:_____

By:_____

SCHEDULE I

DATE	PRINCIPAL
June 1, 2018	$143,045.44
December 1, 2018	144,711.91
June 1, 2019	146,397.81
December 1, 2019	148,103.34
June 1, 2020	149,828.75
December 1, 2020	151,574.25
June 1, 2021	153,340.09
December 1, 2021	155,126.50
June 1, 2022	156,933.73
December 1, 2022	158,762.01
June 1, 2023	160,611.58
December 1, 2023	162,482.71
June 1, 2024	164,375.63
December 1, 2024	166,290.61
June 1, 2025	168,227.89
December 1, 2025	170,187.75

PURCHASER'S CERTIFICATE

_____

City of Fruitland Park, Florida (the "City")

Ladies and Gentlemen:

The undersigned, as a purchaser of the City of Fruitland Park, Florida Capital Improvement Revenue Note, Series 2016 (the "Note") dated _____, 2016, consisting of one typewritten Note, hereby certifies that we have been provided (a) a copy of City of Fruitland Park Resolution No. _____, adopted by the City on January 28, 2016, authorizing the issuance of the Note (the "Resolution"), (b) City of Fruitland Park Ordinance No. 2016-01 enacted by the City Commission of the City of Fruitland Park on January 29, 2016, (c) the Loan Agreement dated as of _____, 2016, between the City and us **[**as assignee of Branch Banking and Trust Company**]** (the "Agreement") and (d) such financial and general information respecting the Pledged Revenues (as such term is defined in the Agreement) and the City, and the Note described above as we deem necessary to enable us to make an informed investment judgment with respect to the purchase of the Note.

We hereby make the following representations, which representations may be relied upon by the City:

A. We are aware:

(i) that investment in the Note involves various risks;

(ii) that the Note is not a general obligation of the City; and

(iii) that the principal, premium, if any, and interest on the Note is payable solely from the Pledged Revenues as specified in the Resolution and the Agreement.

B. We understand that no official statement, offering memorandum or other form of offering document has been prepared or is being used in connection with the offering or sale of the Note (collectively, "Disclosure Documents"), but we have been afforded access to all information we have requested in making our decision to purchase the Note and have had sufficient opportunity to discuss the business of the City with its officers, employees and others. We have not requested any Disclosure Documents in connection with our purchase of the Note. We do not require any further information or data incident to our purchase of the Note.

C. In purchasing the Note, we have made our own inquiry and analysis with respect to the Note and the security therefor, and other material matters affecting the security and payment of the Note. We are aware that revenue obligation such as

the Note involve certain economic variables and risks that could affect the security of the Note.

D. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and have determined that we can bear the economic risk of our investment in the Note.

E. We acknowledge the understanding that the Note is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Resolution and Agreement are not being qualified under the Trust Indenture Act of 1939, as amended, and that the City shall have no obligation to effect any such registration or qualification.

F. We are purchasing the Note for our own account. We do not currently intend to syndicate the Note. Although we retain the right to transfer the Note in the future, we understand that the Note may not be readily transferable.

G. We have received all documents requested by us incident to our purchase of the Note.

H. We acknowledge that we are an "accredited investor" within the meaning of Chapter 517, Florida Statutes and Regulation D of the 1933 Act.

I. We have not asked that the Note bear a CUSIP and we do not intend to seek a CUSIP for the Note.

J. We understand that no filing will be made with respect to the Note with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site.

K. There will be no credit rating obtained for the Note and we have not asked for or sought such a rating.

Signed as of the ____ day of _____, _____.

[ ]

By: _____
Authorized Officer