



## FRUITLAND PARK CITY COMMISSION REGULAR MEETING AGENDA

October 9, 2014

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**  
Pastor John Stricklen, Countryside Baptist Church – Invocation  
Police Chief - Pledge of Allegiance
2. **ROLL CALL**
3. **SPECIAL RECOGNITIONS – RETIREMENTS** (city clerk)
  - (a) **Former Fire Chief Thomas Lee Gamble**
  - (b) **Mrs. Joyce Bell – Former School Crossing Guard**
  - (c) **Ms. Gisela Fernandez – Former School Crossing Guards**
  - (d) **Fruitland Park Elementary School**  
Fruitland Park Elementary School is the recipient of the Five-Star 2012-13 Community Involvement Award by the Florida Department of Education.
    - *Principal Dr. Melissa De Jarlais'*
    - *Teachers of the Year 2013-14*  
Ms. Ellen Miller and Jeanne Villegas
    - City of Fruitland Park's Police Department and
    - Fruitland Park Library and Parks and Recreation who are Co-Members of the Kiwanis Club of Villages of Lady Lake
4. **PRESENTATION – Communities for a Lifetime** (city clerk)  
Ms. Janine Rogers, Volunteer and Community Services Director, Florida Department of Elder Affairs, on partnering with the City of Fruitland Park to implement innovative programs, services, and activities; encourage social involvement and contributions for seniors and young residents to aid in community decision-making, and help create better places in which for all to live.
5. **PROCLAMATIONS** (city clerk)
  - (a) **Florida City Government Week – October 19-25, 2014**  
*Florida City Government Week*, part of an ongoing effort, is sponsored by the Florida League of Cities to raise public awareness about the services

that cities perform and to educate the public on how city government works by encouraging cities to involve their local schools, businesses, media and civic clubs in planning *Florida City Government Week* activities.

**(b) Communities for a Lifetime**

The City of Fruitland Park's support of the Florida Department of Elder Affairs' *Communities for a Lifetime* initiative to make Florida a friendlier place to live for people of all ages, that they may be as independent as long as possible, and remain in their homes and in the communities they love.

**6. 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. 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 generally limited to three minutes.

**7. CONSENT AGENDA**

Items placed on the Consent Agenda are considered routine business and shall all be considered and acted on as one item. Any Commissioner may request that any item in the consent agenda be removed and placed on the regular agenda for discussion and possible action as a separate item.

**Approval of Minutes** (city clerk)

September 18, 2014 Special Commission Meeting

**8. REGULAR AGENDA**

**(a) Board of Trustees Firefighters Pension Trust Fund** (city clerk)

**i. Residents: Commission-Appointments**

Approve the Board of Trustees Firefighters Pension Trust Fund recommendation to reappoint Messrs. Jerry Elton and Charles F. "Chuck" Themm, representing the residents: commission-appointed category, to a two-year term as their current terms will expire on December 31, 2014.

**ii. Pension-Board Appointment**

Rescind the city commission's approval at its July 18, 2013 regular meeting appointing Ms. Diane Gibson-Smith representing the residents: commission-appointed category and accept the Board of Trustees Firefighters Pension Trust Fund approval of her appointment representing the pension-board category.

**(b) NPDES Program Coordination – Maryann Krisovitch - Agreement** (city manager/public works director)

Approve an agreement and statement of work between the City of Fruitland Park and Maryann Krisovitch (contractor) for the National Pollutant Discharge Elimination System Stormwater program.

**(c) First Reading – Ordinance 2014-023 Medical Marijuana** (city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, RELATING TO CANNABIS AND MARIJUANA; AMENDING THE LAND DEVELOPMENT REGULATIONS; PROVIDING DEFINITIONS, PROVIDING THAT MEDICAL MARIJUANA DISPENSARIES, NON-MEDICAL MARIJUANA SALES AND CANNABIS FARMS ARE PROHIBITED USES IN ALL ZONING DISTRICTS EXCEPT THAT MEDICAL MARIJUANA DISPENSARIES ARE A SPECIAL EXCEPTION USE WITHIN THE “I” (INDUSTRIAL) ZONING DISTRICT; PROVIDING ADDITIONAL STANDARDS AND CONSIDERATIONS FOR APPROVAL OF A SPECIAL EXCEPTION USE APPLICATION FOR A MEDICAL MARIJUANA DISPENSARY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**PUBLIC HEARING**

**(d) Second Reading and Public Hearing – Ordinance 2014-016 Natural Gas Franchise Agreement** (city manager/city attorney)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, APPROVING AND ADOPTING A NATURAL GAS FRANCHISE AGREEMENT BETWEEN THE CITY OF LEESBURG, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA; SPECIFICALLY PROVIDING FOR THE FURNISHING OF NATURAL GAS ENERGY WITHIN THE CITY LIMITS OF FRUITLAND PARK BY THE CITY OF LEESBURG, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (First reading was held on August 28, 2014.)

**END OF PUBLIC HEARING**

**9. NEW BUSINESS**

**10. OFFICERS’ REPORTS**

**(a) City Manager**

**(b) City Attorney**

**11. COMMISSIONERS’ COMMENTS**

**(a) Vice Mayor Goldberg**

**(b) Commissioner Kelly**

(c) **Commissioner Cheshire**

(d) **Commissioner Gunter, Jr.**

**12. MAYOR'S COMMENTS**

**13. ADJOURNMENT –**

**DATES TO REMEMBER**

October 10, 2014, Lake County League of Cities Board of Directors' Meeting, "Penny Sales Tax Renewal", Eustis Elks Lodge, 2540 Dora Avenue, Tavares, FL 32778 at 12:00 p.m.

October 10, 2014, 2014-2015 Florida League of Cities' Legislative Policy Committee, Hilton Orlando Hotel, 6001 Destination Parkway, Orlando at 10:00 a.m.

October 22, 2014, MPO Governing Board, 1616 South 14 Street, Leesburg, FL 34748 at 2:00 p.m.

October 23, 2014, Regular Commission Meeting at 7:00 p.m.

October 31, 2014 *Trick or Treat* Festivities at 6:00 p.m.

November 3, 2014, Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, FL 32778 at 3:30 p.m.

November 7, 2014 Lake County League of Cities Board of Directors' Meeting, "Approval of Officers" Eustis Elks Lodge, 2540 Dora Avenue, Tavares, FL 32778 at 12:00 p.m. (Tentative)

November 11, 2014, Veterans Day, City Offices Closed

November 13, 2014, Regular Commission Meeting at 7:00 p.m. – Cancelled

November 13, 2014, 2014-2015 Florida League of Cities' Legislative Policy Committee, Hyatt Regency Orlando International Airport Hotel, 9300 Jeff Fuqua Boulevard, Orlando at time TBD

November 14, 2014 Thanksgiving Luncheon at 12:00 p.m.

November 20, 2014, Special Commission Meeting (Swearing-in and Installation of Elected Officials) at 7:00 p.m.

November 27, 2014, Regular Commission Meeting - Cancelled

November 27 and 28, 2014, Thanksgiving Holiday – City Offices Closed

December 2, 2014, Lake County Legislative Delegation Public Hearing, Paul P. Williams Fine Arts Auditorium, Lake-Sumter State College Main Campus, 9501 US Highway 441, Leesburg, FL 34788 at 1:00 p.m.

December 2, 2014, Lake EMS Inc. Board Meeting, Lake County Board of County Commissioners Chambers, Administration Building, 315 West Main Street, Tavares, Florida 32778 at 2:30 p.m.

December 4, 2014, Artist's Reception, Fruitland Park City Library, 205 West Berckman Street, Fruitland Park, FL 34731 at 6:00 p.m.

December 5, 2014 Staff Christmas Party/Holiday Dinner, New Life Presbyterian Church, 201 La Vista Street, Fruitland Park, FL 34731 at 6:00 p.m.

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December 9, 2014, Lake Educational Concurrency Review Committee Annual Meeting, District Offices, 10:00 a.m.

December 9, 2014 “Hometown Christmas” City Hall Lawn at 6:00 p.m.

December 11, 2014, Employee Luncheon Sponsored by Heritage Community Church, 509 West Berckman Street, Fruitland Park, FL 34731 at 12:00 p.m.

December 13, 2014, “Wreaths Across America”, Shiloh Cemetery Event

December 24, 2014 Christmas Eve – City Offices Closed

December 25, 2014 Christmas Day – City Offices Closed

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 three (3) days 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

<b>ITEM TITLE:</b>	Special Recognitions		
<b>For the Meeting of:</b>	October 9, 2014		
<b>Submitted by:</b>	Esther Coulson, City Clerk		
<b>Date Submitted:</b>	October 2, 2014		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	No		
<b>Description of Items:</b>			
The following were officially honored at the retirement ceremony held on October 6, 2014:			
<ul style="list-style-type: none"> <li>(a) Thomas "Tommy" Lee Gamble</li> <li>(b) Mrs. Joyce Bell</li> <li>(c) Gisela Fernandez</li>   <li>(d) <b><i>Fruitland Park Elementary School</i></b> - Recipient of the State of Florida Department of Education's Five-Star 2012-13 Community Involvement Award. Principal Dr. Melissa De Jarlais <i>Teachers of the Year 2013-14</i> – Mses. Ellen Miller and Jeanne Villegas</li>   <li>City of Fruitland Park Police Department Kiwanis Club of the Villages of Lady Lake (Fruitland Park Library and Parks and Recreation, Co-Members)</li> </ul>			
<b>Action to be Taken:</b> None.			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

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

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



**AGENDA ITEM  
NUMBER  
4**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Presentation – Communities for a Lifetime		
<b>For the Meeting of:</b>	October 9, 2014		
<b>Submitted by:</b>	Esther Coulson, City Clerk		
<b>Date Submitted:</b>	October 2, 2014		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<p><b>Description of Items:</b> Presentation on the process of creating a Community for a Lifetime (coordinated by the Florida Department of Elder Affairs) to assist the city in planning and implementing opportunities benefitting all residents in communities for their lifetime. This initiative uses the city’s existing resources and state technical assistance.</p> <p>The goal is to help the city’s communities to implement enhancements that will make them better places for seniors to live independently.</p>			
<b>Action to be Taken:</b> City commission’s discretion.			
<b>Staff’s Recommendation:</b>			
<b>Additional Comments:</b>			

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

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

# Overview

*Communities for a Lifetime* is a statewide initiative, begun in 1999, that assists Florida cities, towns and counties in planning and implementing improvements that benefit their residents, youthful or elder. Communities use existing resources and state technical assistance to make improvements in housing, health care, transportation, accessibility, business partnerships, community education, employment, volunteer opportunities and recreation.

The goal of the initiative is to help Florida communities become better places for elders to live, providing all residents the opportunity to contribute to the betterment of their communities. The ongoing process of self-assessment and improvement can help a community achieve the following goals:

- To create an inventory of services and opportunities that promote the independence and quality of life for older adults in the community.
- To initiate partnerships to promote the development of senior friendly community amenities.



*Communities for a Lifetime helps children grow and prosper and provides seniors an opportunity to remain independent in their communities.*

# The Benefits

*Communities for a Lifetime* helps children grow and prosper and provides seniors an opportunity to remain independent in their communities. Caregivers for those of any age then receive the support they need and elders are enabled to age in place with dignity, security and purpose.

Individuals, communities, governments and businesses benefit by:

- Coordination of transportation, community planning, universal home designs and neighborhood interaction;
- Improved physical and mental health of residents through better access to social interaction, recreation, increased activity levels; and
- Effective community planning and design, encouraging mixed-use development and co-locating the places where people live, work, learn, shop and play.

Partnerships created during the evaluation process can maximize existing funding and resources. The purpose of this initiative is to assist local elected officials, community leaders and residents in working together to plan the most effective use of existing funding to achieve *Communities for a Lifetime* goals and benefits.





**AGENDA ITEM  
NUMBER  
5a**

5

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Proclamation – <i>Florida City Government Week</i>		
<b>For the Meeting of:</b>	October 9, 2014		
<b>Submitted by:</b>	Esther Coulson, City Clerk		
<b>Date Submitted:</b>	October 2, 2014		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Items:</b>			
<p>During the week of October 19-25, the City of Fruitland Park will join other cities across Florida in celebrating <i>Florida City Government Week</i> from October 19 to 25, 2014, an ongoing effort sponsored by the Florida League of Cities to raise public awareness about the services that cities provide, their contribution to a better quality of life, and to perform and to educate the public on how city government works.</p> <p>The Florida League of Cities ABC's of City Government, an educational material, is available for the elementary school level (grades 2 - 5) to assist educators and allow city government officials work with local youth in helping to increase an understanding of city government in Florida.</p>			
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

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

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



# Proclamation

A proclamation of the City of Fruitland Park recognizing October 19-25, 2014 as *City Government Week*.

**WHEREAS**, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

**WHEREAS**, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**WHEREAS**, Florida *City Government Week* is a very important time to recognize the important role played by city government in our lives; and

**WHEREAS**, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

**WHEREAS**, Florida *City Government Week* offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement;

**NOW, THEREFORE**, I, Chris Bell, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, do hereby proclaim October 19-25, 2014 as **City Government Week** in the City of Fruitland Park and encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly and support educational partnerships between city government and schools.

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Christopher J. Bell, Mayor

Attest:

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Esther Coulson, City Clerk



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# A History of Cities

When people immigrated to America, they gathered together to live in small communities or neighborhoods. They had to clear land; plant crops; build homes, farms and roads; and establish businesses. More and more people followed, and the communities grew.

The immigrants faced many dangers, obstacles and challenges. Without protection, the people were vulnerable to wild animals, disease, enemy attack and crop failure, to name just a few.

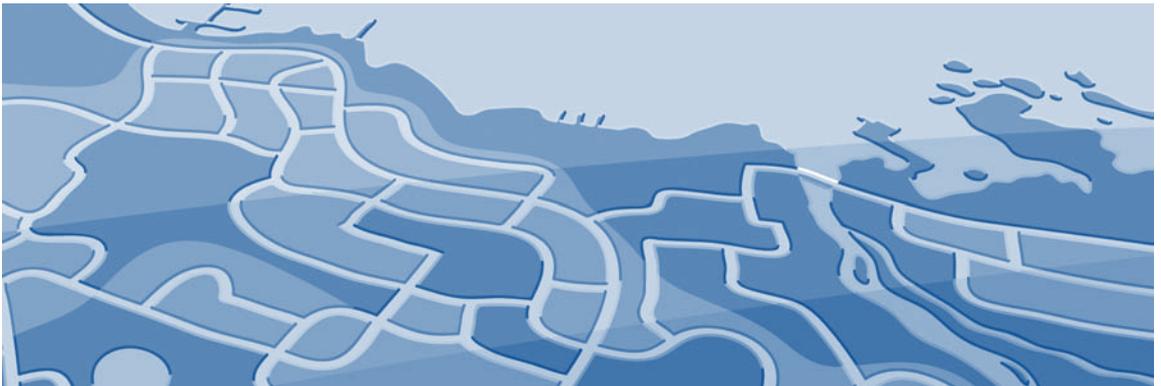
As more people arrived, more development was needed. They needed more housing, roads and protection. As a result of this, communities grew into towns and cities where people came together and chose to govern themselves through a democratically established municipal government. Citizens created these governing units to be in charge of overseeing the city's activities, services and development.

The first European settlements in Florida and the United States were Pensacola and St. Augustine. They became cities in territorial Florida in 1822.

## Student Activities

### 2nd Grade

- 📖 Through study of their personal heritages and culture, students can research the communities, towns or cities from which their families came.
- 📖 Students can research how their particular city is laid out and develop maps for important landmarks, government buildings and businesses in relation to their home and school.
- 📖 Students can research how their city got its name. If they live outside a city, they can select a nearby city.



### 3rd Grade

- Students can research the development of cities through history. For example, they can look at how and why cities were developed in Europe during the Middle Ages.

### 4th Grade

- Students can research the development of cities during the Colonial times. For example, they can look at the needs of the people, laws, government, agriculture, transportation and communication.
- Students can hold a town meeting to draft the charter (constitution) to establish a new city. Discussion can include the geographical boundaries, services to be provided, how many elected officials will govern the city, setting an election date, and selection of a city name.

### 5th Grade

- Students can research the development of cities in the State of Florida. What might have caused development to occur as it did (i.e., train routes).
- Students can focus on the history of their city (or nearby city) and its government. Have resource people who have been long-time residents tell what it was like in the “old days.” Other resource people should include city government officials.
- Students can write and perform a play about the founding of their city, or they can prepare a video about the history of their city.
- Students can write a paper on the history of their city.
- Students can research any festivals/celebrations held locally and the historical significance to the development of their city.

### Student Questions:

1. Why is it important to know the history of your city?
2. How were sites for cities selected?
3. What were some of the factors responsible for the growth of your city?
4. Where would you go to find information about the history of your city?
5. What ethnic groups were instrumental in the formation and growth of your city?
6. Why did some cities thrive while others failed?
7. What are some similarities and differences of the development of cities in Europe and America?

# What Is a City?

A city is a place where you live, work, go to school and play. A city is a place where you carry on your day-to-day life. Some cities are also called towns or villages. Cities are communities that may be made up of several neighborhoods. A city is a municipal government created by the citizens through legislative special act, and established by vote of the citizens, through adoption of a charter.

A city government provides services to its citizens and sets up rules and regulations, called ordinances, that allow us to have a beautiful, safe and healthy place to live.

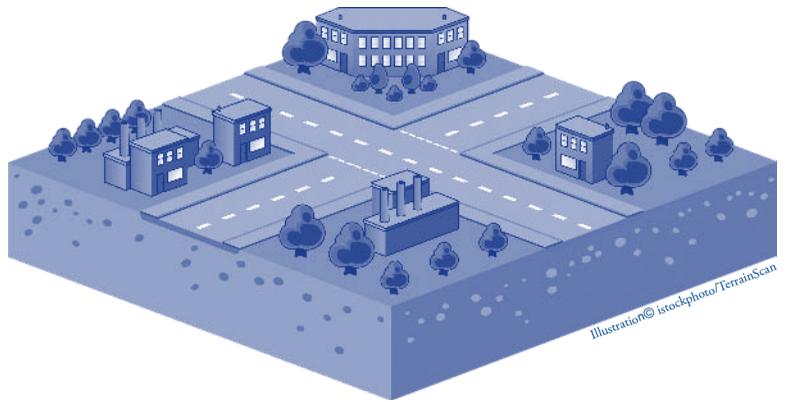
The central building from which these services are offered and rules are made is called city hall. The people working at city hall provide us with many services like clean water, garbage collection, playgrounds, streets, lights, and police and fire protection.

Half of Florida's population lives in a municipality. In Florida, if you do not live within a city, you live in the unincorporated county. Cities vary in size, but each one is a true example of democracy in action at the level closest to the citizen.

## Student Activities

### 2nd Grade

- 📖 Students, using mapping skills, can research a city's boundaries and where specific city operations are located.
- 📖 Students can design posters, booklets, or multimedia presentations about the services that they use in their city.



### 3rd Grade

- 📖 Students can research the history of the development of their city government. They can look at pictures of the city from different periods to see how it has changed over time. They can build models or designs of their own city. These visuals can be shared with lower primary grades during their studies.

## 4th Grade

- 📖 Students can research the differences of cities during Colonial times and compare with current practices. Field trips to various city-run services can be very useful. Resource people from city service departments are excellent sources of information and for classroom speakers.
- 📖 Using the Internet, students can investigate the home pages of various Florida municipalities, looking for such information as department structure, services provided, elected officials and city history.

## 5th Grade

- 📖 Students can do interviews with city department personnel about the specific functions of the departments. Presentations can be made to their own class and at other grade levels.
- 📖 Students can write reports or keep journals about what they have found that makes up a city.
- 📖 A sister-school program would allow students to write to students in other states or countries to find out about their life and their city governments. In addition to writing letters, they could send pictures from local newspapers/magazines that depict life in their communities, comparing and contrasting their city with other cities.

## Student Questions:

1. What is a city? What is a citizen?
2. Why is it important to learn about city government?
3. New cities may be created at any time. How many cities make up the State of Florida today?
4. Name and describe the services provided to citizens through city hall?
5. Where do citizens go to inquire about city services?

# Governing Body: Who Runs City Hall?

Every city is governed or run by a group of people who make and change laws. These people run the city because the people in the city voted in an election to let them do so. The people elected to run the city are usually called mayor, councilmember or commissioner. Most councils have five or seven members. The people adopt a charter, which is like a constitution, and in it the people decide how they will govern themselves. They meet as a council during the month to take care of city business. Anyone can attend these meetings. The meetings are usually held in city hall.

How a city runs depends on what form or type of government is in place. The form of government is stated in each city's charter. There are four basic forms of government in Florida and there are many variations of these forms.



- 📖 **Council-manager form:** This is a very prevalent form of government today. With this form of government, the city council (including the mayor) appoints a city manager who supervises and coordinates the various departments throughout city hall. The manager prepares the budget for the council's consideration and makes reports and recommendations to the city council.
- 📖 **Council-weak mayor form:** This was the original form of city government in America. It is still widely used in small cities. With this form of government, the city council as a whole has control over administration or operation of the city. Many times the position of mayor is rotated from year to year among the councilmembers. The mayor has little authority and usually has no more power than any other councilmember.
- 📖 **Council-strong mayor form:** This form of government was created from the weak mayor form of government. However, it is different because the mayor is actually the chief executive. In other words, the mayor has a lot of power over administration or operation of the city. The mayor has appointing powers and may also veto or vote against the actions of the council.
- 📖 **Commission form:** With this form of city government, each commissioner serves as director of one or more departments. Collectively, the commission adopts policy, and each department implements it. The mayor assumes ceremonial leadership, and the commission collectively governs.

## Student Activities

### 2nd Grade

- 📖 Students can discuss the differences between appointed and elected positions.
- 📖 Introduce and discuss with students the concept of representative democracy (i.e., citizens vote for the people who make policy decisions; the policy makers, in turn, hire workers to implement their policies).
- 📖 Students may get involved in decision-making and rules in their classroom. Relate the process to decisions made at the city level (for example, ordinances or laws).

### 3rd Grade

- 📖 Students can research how cities have been governed throughout history. They can begin to see different systems of governing. Invite elected city officials into the classroom for presentations and discussions.

### 4th Grade

- 📖 Invite the county supervisor of elections or city clerk to speak to students about city elections and what is involved. Students can elect their own city officials in the classroom. Campaigns can be run and a mock city council meeting can be held.

### 5th Grade

- 📖 Students can study the roles of city officials and how a city council meeting is run. Field trips to actual council meetings would be beneficial. Students can conduct their own council meetings dealing with issues that are relevant to their city or school.
- 📖 If there is a city election being held during the school year, students can read and analyze information about the election from the newspaper and discuss the candidates/issues with classmates through class discussion. Then, on voting day, students can vote on the race(s) or issue(s). Compare their results with the actual outcome of the election.

## Student Questions:

1. Why is it important to know who your city officials are?
2. Is one form of city government better than another?
3. How often are your city officials elected?
4. How often and where are city government meetings held?

# Appointed City Officials

While citizens elect or vote on people to make some decisions about how a city is run, other people are appointed or hired to implement the city council's actions. Some of the key city staff are described below.

 **City manager:** The council-manager form of government requires that the city council appoint or hire someone to run the city. Not all cities have this form of government. This person is often referred to as the chief administrator or city manager. The city manager supervises and coordinates the various departments throughout city hall. The city manager prepares the budget for the council's consideration and makes reports and recommendations to the city council. All department heads usually report to the city manager. The manager's position is expected to be non-political.



 **City clerk:** All Florida cities have a city clerk. Usually the city charter says what the duties of the city clerk should be. The responsibilities of the clerk typically include attending all city council meetings, taking minutes of the meetings, and being responsible for all or most official records. Additional duties of the clerk may include those of the treasurer, purchasing officer, etc. In a few cities, the clerk is elected by the people, but in most the clerk is appointed by the city manager or city council. In some municipalities, one person is chosen to be both city manager and city clerk.



 **Finance officer:** The finance officer, who is sometimes referred to as the treasurer, usually serves as the chief financial officer for the city. This is typically clarified by the city charter. Duties of the finance officer include the collection and receipt of all city monies. The finance officer is responsible for keeping records of city monies and for investing these funds. He/she is responsible for paying city employees and others who provide goods and services to the city. The finance officer often reports to the city manager and city council on the financial condition of the city.



 **City attorney:** In most cities, the city council appoints a city attorney to give them legal advice. The city attorney may be a full-time employee, part-time employee or hired on a case-by-case basis. The city attorney gives legal opinions on issues affecting the city and advice on laws that the council is considering.



## Student Activities

### 2nd Grade

- 📖 Introduce the terminology of the appointed city personnel. Describe their duties to the students and how their positions are different from elected positions. If at all possible, have the actual city staff come for a visit to the classroom.

### 3rd Grade

- 📖 Students can research the different appointed city positions available through history. Presentations can then be made to the class.

### 4th Grade

- 📖 Students can research the appointed city positions through Colonial times as compared to current practices, identifying the specific functions of the positions. Field trips or classroom visits by city personnel would be appropriate.

### 5th Grade

- 📖 Students can develop their own appointed positions in the classroom. They must have job descriptions in order to fill the city positions appropriately through the hiring process.
- 📖 Reports and/or interviews can be done about the specific city positions.

## Student Questions:

1. Why are some city officials elected and others appointed? What positions are appointed in your city (or a nearby city)?
2. What types of appointed city officials are needed to provide the wide range of city services? How do these positions compare to jobs at other places within the community?

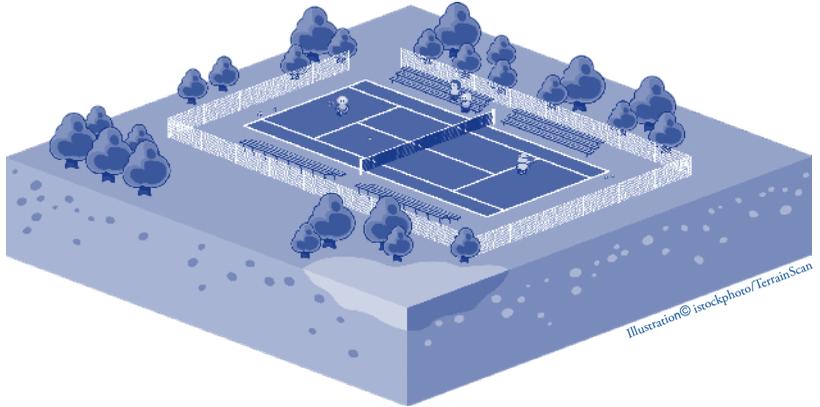
# City Departments

There are many departments that make up a city government. These departments are necessary to operate the city and to provide services to its citizens. Not all cities provide the same services or have the same departments. The services, and ultimately the structure of the city government, are decided upon primarily by the residents of the city.

Some of the most common city departments are:

- 🏠 **Utilities** - provides water and wastewater treatment (a few city departments provide other utilities like electricity and natural gas to homes and businesses).
- 🏠 **Public Works** - provides for garbage pickup, traffic lights, streets and road maintenance, and city building maintenance.
- 🏠 **Planning** - implements plans for the future growth and development of the city.
- 🏠 **Finance** - prepares payments for running the city, invests city revenues and handles the budget.
- 🏠 **Parks and Recreation**  
- provides recreational programs and activities for residents, such as sports, arts and crafts, and special events; staff also maintain city facilities, parks and playgrounds.
- 🏠 **Police** - makes sure that all laws are obeyed; keeps citizens safe and protects their property. Many police departments have programs/staff in schools to help students, such as the DARE (Drug Abuse Resistance Education) program, Officer Friendly and school resource officers.
- 🏠 **Fire** - provides fire protection to the community; also has fire prevention programs to make people aware of fire hazards and teach what to do in a fire emergency.

Other city departments might include: library, building inspection, engineering, technology services, code enforcement, and animal control.



## Student Activities

### 2nd Grade

- 📖 Students can brainstorm about what kinds of services they think they receive from the city. What departments do they think provide these services? How often do they use them?
- 📖 Resource people from different departments can come and talk with the students about the services that are provided by the city.
- 📖 Students can make posters, write reports, and/or make presentations about the city services they use.

### 3rd Grade

- 📖 Students can perform the brainstorming activity as described in 2nd grade (see above). Discussion can be furthered by including the topic of how these services are paid for.
- 📖 Students can research how services were developed through history.
- 📖 Resource speakers from city departments can speak to the class.

### 4th Grade

- 📖 Students can research what city services were available in Colonial times through the 1880s, comparing services of “olden times” with current available services.
- 📖 Begin introducing problem-solving situations. For example, in the event of floods, fire and weather-related damage, what would your city do?

### 5th Grade

- 📖 Students can take field trips to city service facilities.
- 📖 Students can obtain an organizational chart from their city. Review the various departments and services of the city with the students.

## Student Questions:

1. Have you participated in any recreation programs offered by the city? Which ones?
2. Does the police department offer any programs, such as DARE, in your school?
3. What other city services do you and your family use?
4. Why do you think the city provides services to its residents? Who pays for these city services?
5. What future services do you think your city will provide for its citizens?

# How Citizens Participate in City Government

It is very important for residents to participate in the activities of their city government. Policies and major decisions of the city are made by city officials with the input of city residents. It is important for citizens to know how their government works and get involved because these decisions impact the lives of all residents.

The following are some ways you can get involved in your city government:

- 🗳️ Voting for someone running for office, or voting for or against an issue that will affect you and all city residents. You must be 18 years old to register to vote.
- 🗳️ Attending and speaking at a city public hearing.
- 🗳️ Writing letters or calling your city officials about an issue that affects you.
- 🗳️ Serving on a city advisory committee and/or board. These are usually set up by the city council/commission to deal with an issue or problem and are made up of both citizens and city council/commission members. Some examples are the Planning and Zoning Board and the Recreation Advisory Committee.
- 🗳️ Running for an elected office, such as mayor or council/commission.
- 🗳️ Working for the city. There are many different types of jobs with city government – accountants, managers, engineers, secretaries, firefighters, police officers, planners and many more.
- 🗳️ Serve as a volunteer in a city department such as parks and recreation.

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## Student Activities

### 2nd Grade

- 🗳️ Brainstorm what students think an elected official is. Ask an elected city official to speak to the class about why he/she ran for public office.
- 🗳️ Hold a mock city election in the class.

### 3rd Grade

- 📖 Hold a mock city election in the class.
- 📖 Students can research how citizen participation in government has evolved through history.
- 📖 Invite elected city officials to speak to the class. What kind of qualifications did they need? What laws and regulations did they have to follow in the process? Has it turned out how they expected?

### 4th Grade

- 📖 Hold a mock city election in the class.
- 📖 Students can research the progression of citizen participation in city government in the United States. Presentations can be written reports, posters, charts, graphs, plays or multimedia.
- 📖 Invite elected city officials to speak to the class.
- 📖 Students can research what kinds of committees/boards local cities have established and the qualifications to serve in this volunteer capacity.

### 5th Grade

- 📖 Hold a mock city election in the class.
- 📖 Invite elected city officials to speak to the class about current issues in the community.
- 📖 Students can follow and investigate a current issue in the community. If possible, students can attend or tape a city council meeting about the issue. Students then can hold their own election on the issue. They may wish to become involved in the actual issue. Presentations can be written reports, posters, charts, graphs, plays or multimedia.

### Student Questions:

1. If you had a problem and wanted to make sure your city officials knew about it, what would you do?
2. Is there a job in the city that you would like to have? Why?
3. Why do you think people run for elected office? Would you ever like to be a mayor or a councilmember?
4. Do you think it is important for citizens to become involved with their city government? Why?

# City Revenues, Expenditures and Budgets

## Revenues

The city provides many services to its residents. To pay for these services, the city must raise money, called revenues.

Some of the ways Florida cities raise revenues are through:

- 📖 Property taxes on homes and businesses.
- 📖 User fees (charges for services). For example, residents might be charged for water and garbage service, and some recreation activities.
- 📖 Fines, such as fines for disobeying city laws (ordinances).

## Expenditures

The revenues a city receives are, in turn, used by the city. A city must pay for the services that it provides to the residents, and there are costs to run a government. The money that is spent is called an expenditure.

Expenditures pay for the salaries of employees; roadway construction and maintenance; recreation programs, such as ball fields and community centers; garbage pick-up, etc. Some of the biggest expenditures for Florida cities are police and fire services.

## Budgets

A city budget is a plan for the city government. It is a guide of how money will be spent (expenditures) and where money will come from (revenue). Citizen input helps direct the budget. Once the city council adopts the budget, the city staff must spend the money as the budget states.

## Student Activities

### 2nd Grade

- 📖 Students can examine what resources they have through their families. How does the family get money? How is it budgeted? How do they budget an allowance? Do they need to perform a service in order to get the allowance?



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- 📖 Students can choose an item that they want to buy that is beyond their normal allowance. Students should then develop a budget and decide how they would save their money to purchase the item. How long would it take to save the money?

### 3rd Grade

- 📖 Students can continue budgeting activities. (See 2nd grade.) Students can be given an imaginary amount of money with specific items/services they must purchase. They must establish a budget. Students can create graphs indicating where their money goes.
- 📖 Students can research how cities get and spend their money.

### 4th Grade

- 📖 Students can interview their parents and others (with permission) on their budgetary habits. Students can create their own budget.
- 📖 Students can research how specific city departments have developed budgets. Invite personnel from a city department for a discussion with the class about the process.

### 5th Grade

- 📖 Contact the city to obtain a budget and discuss it with the class. To illustrate the budget, students can create different forms of graphs. Students can review the costs of running a specific department (i.e., police department). To carry this action further, students can compare the costs of different government items to items that they are familiar with. For example, how much does a police car cost? Compare that to how many bicycles can be purchased with the same amount of money.
- 📖 Have the city's budget director or a budget analyst from the city come and talk with students about the city's budget and their role in developing the budget.
- 📖 Hold a mock city council meeting/public hearing to discuss the proposed city budget. Students can play the role of the city council, city staff and citizens who present arguments for funding for specific programs. Given a set amount of revenues, students must select between funding for various programs and reach a balanced budget.

### Student Questions:

1. Do you have a budget for how you spend your allowance or any money that you receive? Why is it important for a city to have a budget?
2. How does your city get its money? What is a tax? Why do governments have to use taxes as a source of revenue? (upper grades)



**AGENDA ITEM  
NUMBER  
5b**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Proclamations – Communities for a Lifetime			
<b>For the Meeting of:</b>	October 9, 2014			
<b>Submitted by:</b>	Esther Coulson, City Clerk			
<b>Date Submitted:</b>	October 2, 2014			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes			
<b>Description of Items:</b>				
<p>A statewide initiative (sponsored by the Florida Department of Elder Affairs which begun in 1999) that assists Florida cities, towns and counties in planning and implementing improvements that benefit their residents, youthful or elder. Communities use existing resources and state technical assistance to make improvements in housing, health care, transportation, accessibility, business partnerships, community education, employment, volunteer opportunities and recreation.</p>				
<b>Action to be Taken:</b>				
<b>Staff's Recommendation:</b>				
<b>Additional Comments:</b>				

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

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



# Proclamation

**WHEREAS**, the City of Fruitland Park supports the Florida Department of Elder Affairs' *Communities for a Lifetime* initiative to make Florida a friendlier place to live for people of all ages, that they may be as independent as long as possible and remain in their homes and in the communities they love; and

**WHEREAS**, the State of Florida has the highest percentage of elders of any state in the nation and our elder population will continue to increase reaching numbers without precedent in the first part of the 21<sup>st</sup> century; and

**WHEREAS**, in order to allow all residents to maintain their dignity, security and independence, communities must evaluate, assess and modify their infrastructures to create a *Community for a Lifetime*; and

**WHEREAS**, the City of Fruitland Park and the Florida Department of Elder Affairs share the vision and responsibility to improve the life of all citizens so they can prepare for and enjoy aging in place throughout their life; and

**WHEREAS**, in order to achieve our mutual goals, cities and counties should begin to build together a place free of physical, emotional and social barriers;

**NOW, THEREFORE**, I, Chris Bell, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, do hereby resolve that our community will make every effort to first evaluate and later remove barriers to create a *Community for a Lifetime*.

---

Christopher J. Bell, Mayor

Attest:

---

Esther Coulson, City Clerk



**AGENDA ITEM  
NUMBER  
6**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Public Comments		
<b>For the Meeting of:</b>	October 9, 2014		
<b>Submitted by:</b>	Esther Coulson, City Clerk		
<b>Date Submitted:</b>	October 2, 2014		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	None		
<b>Description of Item:</b>			
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

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

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



**AGENDA ITEM  
NUMBER  
7**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Special City Commission Draft Minutes		
<b>For the Meeting of:</b>	September 18, 2014		
<b>Submitted by:</b>	Esther Coulson, City Clerk		
<b>Date Submitted:</b>	October 2, 2014		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes (forthcoming)		
<b>Description of Item:</b> Discussion and approval of the September 18, 2014 special city commission draft meeting minutes.			
<b>Action to be Taken:</b> Approve as submitted.			
<b>Staff's Recommendation:</b> Approval, if there are no amendments or corrections by the city commission.			
<b>Additional Comments:</b>			

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

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



**AGENDA ITEM  
NUMBER  
8a**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Board of Trustees Firefighters Pension Trust Fund Members			
<b>For the Meeting of:</b>	October 9, 2014			
<b>Submitted by:</b>	Esther Coulson, City Clerk			
<b>Date Submitted:</b>	October 1, 2014			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes			
<b>Description of Items:</b>				
(i) <b>Residents: Commission-Appointments</b> Approve the reappointments, under the residents: commission-appointed category, members Messrs. Jerry Elton and Charles F. "Chuck" Themm, for another two-year term as their current terms will expire on December 31, 2014.				
(ii) <b>Pension Board Appointment</b> Rescind the city commission's approval on July 18, 2013 of Ms. Diane Gibson-Smith as the residents: commission-appointment and accept the Board of Trustees Firefighters Pension Trust Fund's approval under the pension-board appointment category whose two-year term will expire December 31, 2015.				
<b>Action to be Taken: Approval.</b>				
<b>Staff's Recommendation: Approval</b>				
<b>Additional Comments:</b> The board's meeting was held on September 30, 2014.				

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

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

# BOARD OF TRUSTEES FIREFIGHTERS PENSION TRUST FUND

*FS 112.656 and Chapter 175*

The Board of Trustees Firefighters Pension Trust Fund meets at least quarterly (October, January, April, July) at 7:00 p.m. at the Fire Department, City of Fruitland Park, to interpret the plan provisions on a uniform and nondiscriminatory basis and establish uniform rules and procedures. The board and the city treasurer are responsible for hiring the plan's service providers for investing the plan's assets.

Under Florida Statutes, board members are subject to financial disclosure.

<b>Members' Contact Information</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Expiration</b>
<b>Residents: Commission-Appointed</b>			
Elton, Edgar J. "Jerry" (Secretary)	04/22/99 01/25/01 reappointed 01/22/04 reappointed 12/14/06 reappointed 11/13/08 reappointed	Two years	12/31/14
Themm, Charles F. "Chuck"	01/25/01 12/31/09 12/12/13 reappointed	Two Years	12/31/15
<b>Firefighters: Fire Department</b>			
Laming, Michael A. Lieutenant (Chairman)	01/12/12 reappointed by commission	Two Years	12/31/15
Gilpin Jr., Donald (Vice Chair)	July 2012	Two Years	
<b>Pension: Board Appointed</b>			
Diane L. Gibson Smith	07/18/13	Two Years	12/31/15
<b>Edward Jones Trust Fund Only</b>			
Tannette S. Gayle, City Treasurer			



**AGENDA ITEM  
NUMBER  
8b**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	NPDS Program Coordination		
<b>For the Meeting of:</b>	October 9, 2014		
<b>Submitted by:</b>	Public Works Director Dale Bogle		
<b>Date Submitted:</b>	September 23, 2014		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Items:</b>	<p>Approve an agreement and statement of work with Ms. Maryann Krisovitch (contractor) for the National Pollutant Discharge Elimination System Stormwater program and authorize execution of same.</p>		
<b>Action to be Taken:</b>	Approval.		
<b>Staff's Recommendation:</b>	Approval		
<b>Additional Comments:</b>			

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

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

**Agreement and Statement of Work  
City of Fruitland Park  
NPDES Program Coordination  
Fiscal Year 2014–2015**

THIS AGREEMENT is entered into by and between **the CITY OF FRUITLAND PARK, FLORIDA** (the City), whose mailing address is 506 West Berckman Street, Fruitland Park, Florida 34731 and **MARYANN KRISOVITCH** (Contractor), whose mailing address is 1008 Little Fawn Court, Apopka, Florida 32712.

In consideration of the payments hereafter specified and which the City agrees to make, Contractor agrees to furnish and deliver all materials and to do and perform all work and labor required to be furnished and delivered, done and performed to involve the public in various aspects of water resource protection in The City of Fruitland Park, Florida. Contractor agrees to complete the Work in conformity with the contract documents and all attachments and other items specifically incorporated by reference herein. All attachments, contract documents, and items incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

### **I. Introduction**

The National Pollutant Discharge Elimination System (NPDES) Stormwater Program regulates stormwater discharges from three potential sources: municipal separate storm sewer systems (MS4s), construction activities, and industrial activities. Most stormwater discharges are considered point sources, and operators of these sources may be required to receive an NPDES permit before they can discharge. This permitting mechanism is designed to prevent stormwater runoff from washing harmful pollutants into local surface waters such as streams, rivers, lakes or coastal waters.

The City of Fruitland Park currently operates under a Phase II permit issued by the Florida Department of Environmental Protection. In accordance with the permit requirements, the City must perform certain duties in keeping with the intent of the permit. It is the intent of this agreement to provide assistance in performing these duties.

### **II. Objectives**

The Coordinator will administer the NPDES Program (Program) in The City of Fruitland Park from October 1, 2014, through September 30, 2015. The Coordinator will work with City staff and contractors to implement the Program.

### **III. Scope of Work**

The Coordinator will implement the Program in The City of Fruitland Park and will provide the City with quarterly activity reports and a program summary report at the end of the contract period. Specific tasks and deliverables covered by this agreement are presented below.

#### **IV. Task Identification**

The coordinator will perform the following tasks relating to the City's NPDES permit:

1. Distribute existing public educational materials at public outreach events and City displays. Materials to be provided by the City.
2. Assist City staff with environmental messages for utility bills and PSAs.
3. Participate in selected area events to provide the public with educational information relating to the City's stormwater and illicit discharge requirements.
4. Provide City staff with suggestions to update the webpage relating to stormwater and illicit discharge requirements as needed.
5. Conduct educational presentations at schools targeted at elementary school-age children.
6. Participate in educational programs at the public library and other community groups targeted at adults relating to the City's stormwater and illicit discharge requirements.
7. Assist with one (1) clean up event related to the City's recycling and waste collection programs.
8. Train City personnel regarding the Illicit Discharge Detection and Elimination program (IDDE).
9. Provide IDDE education visits to City auto repair and food service businesses. These visits will include familiarizing the business with the City's IDDE ordinance, reviewing the Best Management Practices with employees and posting an informational poster at the business.
10. Create a corresponding flyer for lawn services and have approved by City staff for use. Updates to existing brochures and flyers will be made as needed. Copies for distribution will be provided by the City.
11. Assist City staff with annual facilities inspection to ensure best management practices are followed.
12. Train City personnel regarding good housekeeping and pollution prevention procedures in City operations.
13. Assist staff with preparation of the NPDES report complying with reporting deadlines. The Contractor will assist staff with coordination and organization of pertinent NPDES files.
14. Attend Ocklawaha Basin Working Group meetings on behalf of the City. Report pertinent information to the Public Works Director or other staff as directed.
15. Assist staff with water conservation needs such as PSAs, utility bill inserts, targeted neighborhoods.

#### **VI. Budget**

An amount not to exceed \$7,500 will be available for services rendered under this Statement of Work for the period beginning October 1, 2014, and ending September 30, 2015, which may be renewed annually upon mutual agreement of the City and Contractor, as follows:

Quarterly, Contractor will invoice the City for one quarter of the total budgeted amount. Invoices will be due within 30 days after receipt. Contractor may not charge interest on invoices unless the invoice is outstanding at least 60 days, at which time, the interest shall not exceed 1 % per month, commencing 60 days after date of invoice.

Installments    \$1875 X 4    =    \$7,500/year

Total .....\$7,500

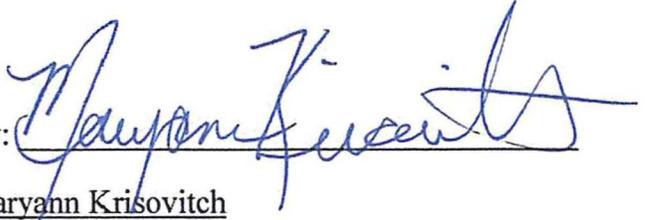
Compensation is for satisfactory performance and based on lump-sum costs.

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be executed on the day and year written below in its name by its City Manager, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

THE CITY OF FRUITLAND PARK,  
FLORIDA

MARYANN KRISOVITCH

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

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

Maryann Krisovitch

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

Date:  
9/22/14

## ATTACHMENT A—STANDARD TERMS AND CONDITIONS

1. **Amendments.** The parties may not amend this contract except in writing. The City's Project Manager may issue a form to authorize minor changes in the Work that both parties agree will not affect the time or cost of completing the Work. Modifications that alter, add to, or deduct from the Work, shall be implemented through a change order or amendment.
2. **Assignment.** Contractor shall not be sublet or assign the Work or any portion thereof involving more than 50 percent of the total cost of the Work without the City's prior written consent. Contractor shall be responsible for the fulfillment of all work elements included in any subcontract and shall be fully responsible for the acts and omissions of its subcontractors.
3. **Audit.** Contractor shall allow the City until the expiration of three (3) years after expenditure of funds under this Contract to have access to and the right to examine any books, documents, papers and records of Contractor relating to this Contract.
4. **Disputes.** In the event of any dispute, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute, by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than ten business (10) days after the occurrence of the event causing the dispute. If the matter is not resolved by the Project Manager, the Project Manager shall forward the request to the City Manager, which shall issue a written decision within ten (10) business days. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. Contractor shall proceed with the Work in accordance with said determination.
5. **Indemnity.** Contractor shall hold harmless, release, and forever discharge the City from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys' fees arising from or in any way connected with performance of this Contract and resulting from damages to property, personal injury, or loss of life. This includes any claims based on the partial or sole negligence, action, or inaction of Contractor, its employees, subcontractors, representatives, successors, and assigns.
6. **Independent contractor.** Contractor is an independent contractor and not that of any employee. Neither the Contractor nor Contractor's employees are employees of the City. Contractor acknowledges that that Contractor and Contractor's employees have no right to any benefits that the City offers to City employees. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor shall have no authority to enter into contracts that bind the City or create obligations on the part of City without City's prior written authorization.
7. **Insurance.** Contractor warrants that it has a workers compensation exemption. An exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation shall be submitted to the City. Contractor shall acquire and maintain automobile liability coverage until completion of the Work, which shall be considered primary coverage, with any City insurance considered excess coverage. Contractor shall not commence the Work until it has provided Certificates of Insurance to the City documenting such coverage.

Automobile insurance with the following minimum limits and coverage will be maintained with the City listed as an additional insured: Combined single limit: \$300,000 or

Bodily injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

General liability insurance with the following limits will be maintained:

Each Occurrence/general Aggregate	\$1,000,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expenses	\$5,000
Contractual Liability	Included

**8. Payment and release.** Contractor shall pay all proper charges for labor and materials required to perform the Work and shall provide a final invoice to the City within fifteen (15) days of completion. Acceptance of final payment shall constitute a release in full of all claims against the City arising from or by reason of the Work.

**9. Permits and licenses.** All materials used and work performed must conform to the laws of the United States, the State of Florida, and City and municipal ordinances.

**10. Public records.** Contractor shall allow public access to all documents made or received by Contractor in performance of the Work that are subject to Chapter 119, F.S. If Contractor receives a request pursuant to Chapter 119, F.S., Contractor shall promptly notify the City's Project Manager and follow the Project Manager's instructions regarding the release of those records.

**11. Termination.** This Agreement may be terminated by City or Contractor by giving the other party thirty (30) days written notice of intent to terminate. In the event of any material breach hereof, the City may terminate this Contract for cause on ten (10) days written notice and opportunity to cure. In such event Contractor shall be compensated for all Work performed in accordance with this Contract to the effective date of termination. Upon termination, the City may take possession of and finish the Work by whatever means the City deems expedient. Contractor may terminate this contract if the City fails to pay sums when due. In such event, Contractor shall provide the City no less than ten (10) days prior written notice of its intention to terminate and afford the City an opportunity to cure the grounds for termination within said period.

**12. Failure to Perform.** Should Contractor at any time, refuse or neglect to contribute sufficient work of the proper quality and quantity, or fail in any respect to work with promptness and diligence, or fail in performance of any of the terms of this Agreement within City's reasonable discretion, City shall have the right after thirty (30) days written notice to Contractor to (a) deduct the cost of monies due or to become due to Contractor under this Agreement and/or (b) terminate this Agreement pursuant to section 11 herein.

13. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt. Notices shall be addressed as follows:

To the City:                   City of Fruitland Park, Florida  
                                      C/O City Manager  
                                      506 W. Berckman St  
                                      Fruitland Park, FL 34731

To the Contractor:       Maryann Krisovitch  
                                      1008 Little Fawn Court  
                                      Apopka, FL 32712

or to such other address as either party may direct by notice given to the other as hereinabove provided.

14. **Entire Agreement.** This Agreement contains the entire agreement of the parties and their affiliates relating to the subject matter hereof and supersedes all prior agreements, representations, warranties and understandings, written or oral, with respect thereto.

15. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding arising from or relating to the terms of this Agreement shall be the appropriate court in Lake County, Florida.

16. **Attorney's Fees.** In the event a court action is filed with regard to this Agreement, the prevailing party's attorney's fees shall be paid by the non-prevailing party.



**AGENDA ITEM  
NUMBER  
8c**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	First Reading – Ordinance 2014-023 Medical Marijuana		
<b>For the Meeting of:</b>	October 9, 2014		
<b>Submitted by:</b>	City Attorney		
<b>Date Submitted:</b>	September 23, 2014		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Items:</b>			
Approve Medical Marijuana Ordinance 2014-023 addressed at the May 22, 2014 regular meeting. (The second reading and public hearing will be held on October 23, 2014.)			
<b>Action to be Taken: Approval.</b>			
<b>Staff's Recommendation: Approval</b>			
<b>Additional Comments:</b>			

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

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

ORDINANCE 2014-023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, RELATING TO CANNABIS AND MARIJUANA; AMENDING THE LAND DEVELOPMENT REGULATIONS; PROVIDING DEFINITIONS, PROVIDING THAT MEDICAL MARIJUANA DISPENSARIES, NON-MEDICAL MARIJUANA SALES AND CANNABIS FARMS ARE PROHIBITED USES IN ALL ZONING DISTRICTS EXCEPT THAT MEDICAL MARIJUANA DISPENSARIES ARE A SPECIAL EXCEPTION USE WITHIN THE "I" (INDUSTRIAL) ZONING DISTRICT; PROVIDING ADDITIONAL STANDARDS AND CONSIDERATIONS FOR APPROVAL OF A SPECIAL EXCEPTION USE APPLICATION FOR A MEDICAL MARIJUANA DISPENSARY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida is considering legalizing the dispensing of marijuana for medical purposes; and

WHEREAS, the City Commission of the City of Fruitland Park has determined that it is in the best interests of the citizenry and general public to regulate the location of medical marijuana dispensaries and related activities in the event the State of Florida legalizes said dispensaries; and

WHEREAS, the City Commission has the responsibility and authority to determine what uses are best suited to particular zoning categories as well as land use categories within the City; and

WHEREAS, the City Commission of the City of Fruitland Park has determined that given the potential impact on the surrounding area, that medical marijuana dispensaries should only be allowed within the I (Industrial) zoning district, as a special exception use; and

WHEREAS, the City Commission of the City of Fruitland Park has determined that it is advisable and in the public interest to consider certain distance and other siting standards in regard to the location of operation of medical marijuana dispensaries as a special exception use; and

WHEREAS, the City Commission of the City of Fruitland Park has determined that cannabis farms and non-medical marijuana sales would not be suited to any zoning district within the City of Fruitland Park; and

WHEREAS, the City Commission of the City of Fruitland Park finds that this ordinance promotes the public health, safety, and welfare.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND PARK, AS FOLLOWS:

Section 1. Section 151.020 of the City of Fruitland Park Land Development Regulations entitled, "Definitions" is hereby amended to add the following definitions:

**Section 151.020. Definitions.**

Cannabis. Any plant or part of a plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

Cannabis farm. Any property used in whole or in part for the growing or cultivation of Cannabis plants, whether or not such growing or cultivation is lawful under federal or state law.

Medical marijuana dispensary. Any facility that is operated by an organization or business holding all necessary licenses and permits from which marijuana, cannabis, cannabis-based products, or cannabis plant(s) are delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all local, federal, and state laws. Physicians authorized by state law to order low-THC cannabis, as defined in Florida Statutes, for patients' medical use are not included in the definition of Medical Marijuana Dispensary.

Medical use (or cannabis). The prescriptive use of any form of cannabis to treat a qualifying medical condition and the symptoms associated with that condition or to alleviate the side effects of a qualifying medical treatment.

Non-medical marijuana sales. The purchase, sale, transfer or delivery of marijuana, cannabis, cannabis-based products or cannabis plants when such sale, transfer or delivery is not associated with any medical purpose or use, whether or not such purchase, sale, transfer or delivery is lawful under federal or state law.

**Section 2.** Section 154.030(d)(9)(B) of the City of Fruitland Park Land Development Code is hereby amended as follows:

**(B) Uses Permitted as a Special Exception Use Upon Approval of the City Commission.**

- i) One single-family residential dwelling unit on the site of a permitted use to be used exclusively by an owner/caretaker.
- ii) Used motor vehicle parts yard.
- iii) Natural Gas/Propane Distribution Centers.
- iv) Medical Marijuana Dispensaries.

**Section 3.** Section 155.030(b) of the City of Fruitland Park Land Development Code is hereby amended to add subsection (26), as follows:

**155.030(b)(26).**

**26. Medical Marijuana Dispensaries (I)**

a. An application for a special exception use for a medical marijuana dispensary may be denied, approved, or approved with conditions. In addition to all other requirements and conditions provided by this Code, no special exception for a medical marijuana dispensary shall be approved unless the applicant has shown by competent substantial evidence its ability to comply with each of the conditions contained herein. The city commission may impose additional conditions and safeguards as deemed necessary.

1. Loitering. A medical marijuana dispensary shall provide adequate seating for its patients and business invitees and shall not allow patients or business invitees to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary operates, including in any parking areas, sidewalks, right-of-way, or neighboring properties for any period of time longer than that reasonably required to arrive and depart. The medical marijuana dispensary shall post conspicuous signs on at least three sides of the building that no loitering is allowed on the property.

2. No drive through service. No medical marijuana dispensary shall have a drive-through or drive-in service aisle. All dispensing, payment for and receipt of products shall occur from inside the medical marijuana dispensary.

3. On premises consumption of medical marijuana. No consumption of medical marijuana is allowed on the premises on which a medical marijuana dispensary is located, including the parking areas and sidewalks.

4. Alcoholic beverages. There shall be no sale, service, or consumption of alcoholic beverages on the premises or in any parking area, sidewalk, or right-of-way.

5. Outside display. There shall be no outside display of any products, wares, or merchandise.

6. Separation Distances. No medical marijuana dispensary shall operate within 2,500 feet of any pre-existing school, religious institution, day care facility, adult living facility or similar type of facility, public park, public beach, residential structure, or other medical marijuana dispensary. All distance requirements shall be measured by drawing a straight line from the nearest property line of the premises upon which a medical marijuana dispensary is located to the nearest property line of the preexisting protected use.

7. Hours of operation. Medical marijuana dispensaries shall only operate between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and 8:00 a.m. through 12:00 p.m. on Saturday. Medical marijuana dispensaries shall not operate on Sunday.

8. Security measures. Each medical marijuana facility shall be equipped with a silent alarm that notifies the Lake County Sheriff's Office or a private security agency that a break in or robbery is taking place; a security camera capable of recording and retrieving an image. Such security camera system shall be operational at all times during and after business hours; a drop safe or cash management device that provides minimum access to the facility's cash receipts. The security cameras shall be located at every ingress and egress site of the dispensary, including doors and windows, as well as on the interior where any monetary transaction shall occur and shall also be located at the ingress and egress site where the medical marijuana is grown and/or stored.

9. Compliance with Other Laws. All medical marijuana dispensaries shall at all times be in compliance with all federal, state and local laws and regulations.

10. Site plan. Each application for a special exception shall be accompanied by a site plan incorporating the regulations established herein. The site plan shall be drawn to scale indicating property lines, rights-of-way, and the location of buildings, parking areas, curb cuts, and driveways. Said site plan shall be submitted to and considered by the city council as a part of the special exception use permit. Upon approval, said site plan shall become a part of the special exception use permit and may be amended only by action of the city council.

11. No delivery service. No medical marijuana dispensary shall conduct any form of off-site delivery service of medical marijuana.

12. No vending machines. No medical marijuana dispensary shall utilize any type of vending machines for the dispensing of medical marijuana.

13. Revocation of Permit. In the event any medical marijuana dispensary is found to have violated the provisions of this section or any other conditions of approval of the special exception twice within any twelve month period, the city shall as soon as reasonably practicable schedule a hearing before the code enforcement board. Upon the city establishing by competent substantial evidence that the medical marijuana dispensary has violated the provisions of this section or any other conditions of approval of the special exception twice within any twelve month period, the code enforcement magistrate shall order the special exception revoked. Any medical marijuana dispensary that has its special exception use permit revoked pursuant to this paragraph shall not be eligible to reapply for a special exception for twelve months from the date of revocation.

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b. In the event that any part of this section shall be preempted by federal or state law those provisions preempted shall be deemed to be invalid and the remaining provisions not preempted shall remain in full force and effect.

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**Section 4.** Section 156.020(d) of the City of Fruitland Park Land Development Regulations entitled "Prohibited Home Occupations" is hereby amended to add subsection (13) as follows:

(13) Cannabis farms, medical marijuana dispensaries, or non-medical marijuana sales.

**Section 5.** Section 154.020 of the City of Fruitland Park Land Development Regulations entitled "General" is hereby amended to read as follows:

**154.020. General.**

- a) Dimensional requirements for each zoning district are specified in the table at the end of this Chapter entitled "Schedule of District Regulations."
- b) Accessory uses and structures for each zoning district are those customarily associated with, dependent on, and incidental to the principal uses permitted in that district. Provisions regarding accessory uses and structures are addressed in Chapter 156 of the Land Development Code.

c) Special Exception Uses for each district shall be permitted in accordance with provisions of Chapter 155 of the Land Development Code.

d) The following uses shall be prohibited in all City zoning districts, except that medical marijuana dispensaries may be allowed within the I (Industrial) zoning district as a special exception use:

[Medical Marijuana Dispensaries](#)

[Non-medical Marijuana Sales](#)

[Cannabis Farm](#)

**Section 6.** It is the intent of the City Commission of the City of Fruitland Park that the provisions of this Ordinance be codified if the Florida Amendment 2 for the November 4, 2014 general election is approved by the voters.

**Section 7.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this ordinance; and it shall be construed to have been the City Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

**Section 8.** All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**Section 9.** In the case of a direct conflict between any provision of this ordinance and a portion or provision of any other appropriate federal, state or county law, rule code or regulation, the more restrictive shall apply.

**Section 10.** This ordinance shall become effective upon adoption.

**PASSED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2014, by the City Commission of the City of Fruitland Park, Lake County, Florida, upon the second and final reading.

\_\_\_\_\_  
Christopher J. Bell, City Mayor

ATTEST:

\_\_\_\_\_  
Esther Coulson, City Clerk

Approved as to Form:

\_\_\_\_\_  
Scott A. Gerken, City Attorney

Vice Mayor Kelly \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Goldberg \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Commissioner Cheshire  
Commissioner Gunther  
Mayor Bell

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



**AGENDA ITEM  
NUMBER  
8d**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Ordinance 2014-016 Natural Gas Franchise Agreement		
<b>For the Meeting of:</b>	October 9, 2014		
<b>Submitted by:</b>	City Attorney Scott Gerken		
<b>Date Submitted:</b>	September 30, 2014		
<b>Are Funds Required:</b>		Yes	No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b> First reading on proposed Ordinance 2014-016 was held on August 28, 2014 and postponed from the September 11, 2014 public hearing.			
<b>Action to be Taken:</b> Approval.			
<b>Staff's Recommendation:</b> Approval.			
<b>Additional Comments:</b>			

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

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

**ORDINANCE 2014-016**

**AN ORDINANCE OF THE CITY OF FRUITLAND PARK, APPROVING AND ADOPTING A NATURAL GAS FRANCHISE AGREEMENT BETWEEN THE CITY OF LEESBURG, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA; SPECIFICALLY PROVIDING FOR THE FURNISHING OF NATURAL GAS ENERGY WITHIN THE CITY LIMITS OF FRUITLAND PARK BY THE CITY OF LEESBURG, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park and the City of Leesburg previously entered into a franchise agreement dated October 10, 1983, (the "Franchise Agreement") whereby the City of Leesburg had the sole and exclusive privilege and right of selling natural gas energy within the corporate limits of Fruitland Park; and

**WHEREAS**, the Franchise Agreement was for a period of twenty-five (25) years and was extended on a year to year basis thereafter; and

**WHEREAS**, the City of Fruitland Park and the City of Leesburg desire to enter into a new Natural Gas Franchise Agreement to provide a franchise to the City of Leesburg by the City of Fruitland Park for an initial term of twenty-five years and to establish new terms and conditions regarding the provision of natural gas energy in Fruitland Park by the City of Leesburg; and

**WHEREAS**, the City Commission of the City of Fruitland Park accordingly desires to pass this Ordinance 2014-\_\_\_ to adopt such agreement.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK AS FOLLOWS:**

**Section 1.** The Natural Gas Franchise Agreement attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved by the City Commission of the City of Fruitland Park. The City Manager is hereby authorized to execute and deliver such agreement to the City of Leesburg.

**Section 2.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this ordinance; and it shall be construed to have been the City Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

**Section 3.** All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**Section 4.** This ordinance shall become effective upon adoption.

**PASSED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2014, in the regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, upon the second and final reading.

\_\_\_\_\_  
Christopher J. Bell, City Mayor

ATTEST:

\_\_\_\_\_  
Esther Coulson, City Clerk

Vice Mayor Goldberg \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Cheshire \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Gunther \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Kelly \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Mayor Bell \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Passed First Reading \_\_\_\_\_

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

Approved as to Form:

\_\_\_\_\_  
Scott A. Gerken, City Attorney

**NATURAL GAS  
FRANCHISE AGREEMENT**

**THIS AGREEMENT** is made as of the 28<sup>th</sup> day of August, 2014, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "Grantee"), and **THE CITY OF FRUITLAND PARK**, a Florida Municipal Corporation, whose address is 506 W. Berckman Street, Fruitland Park, Florida 34731 (hereinafter referred to as the "Grantor").

**WITNESSETH:**

**THAT**, the Grantor and Grantee previously entered into a franchise agreement wherein and whereby the Grantee had the sole and exclusive privilege and right of selling natural gas energy within the corporate limits of the Grantor, as well as furnishing natural gas energy to the Grantor for municipal purposes. Now, the Grantor and the Grantee wish to enter into this Agreement to provide a franchise to the Grantee by the Grantor, for the purpose of establishing new terms and conditions to govern the agreement between the parties regarding the provision of natural gas energy in Fruitland Park by the Grantee.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agrees as follows:

**SECTION 1.** The Grantor does hereby give and grant unto the Grantee, and to its legal representatives, successors and assigns, the right and privilege of a franchise for constructing, maintaining and operating for a period of twenty-five (25) years (the "Original Term"), in the City of Fruitland Park, a distribution system for the purpose of distributing and/or furnishing natural gas energy to and within the corporate limits of the City of Fruitland Park and the dwellings, houses and places of business of its inhabitants, and for distributing and/or transmitting natural gas energy for the purpose of light, power and heat, or any other purpose for which natural gas may be used. The franchise granted hereunder shall automatically renew for an additional five (5) year period upon the expiration of the Original Term (the "Extended Term"), unless either party gives notice at least 180 days prior to the expiration of the Original Term of its intent not to renew. At the expiration of the Extended Term, the franchise shall continue to automatically renew for additional one (1) year periods, unless either party gives notice at least 180 days prior to the expiration of the then current term.

**SECTION 2.** For the duration of this Agreement, the Grantee shall have the privilege, franchise, power, right and authority to lay, erect and maintain in, under and upon the squares, streets, avenues, alleys, bridges and/or other public thoroughfares and parks of the Grantor, as they now exist or may hereafter be constructed, opened, laid out or extended within the present limits of the Grantor, or within such territory as may hereafter be added to it, without payment of any additional fee or other exaction for this use of Grantor's rights-of-way, thoroughfares, or parks, all necessary underground mains, pipes, or other supports, conductors or appliances for the mains, pipes or other means of conveyance to be used in transporting natural gas for the purpose of lighting, heat or power, or for such other purposes as natural gas may be used, and for these purposes the authority and right is hereby granted to make all necessary excavations in said squares, streets, avenues, alleys or other thoroughfares and parks of the Grantor, provided that in the event that any streets, alleys, parks or other public properties are excavated, altered or changed, the same shall be replaced and/or restored

by the Grantee at its expense to the same condition existing before such alteration, excavation or other work was done. Grantee shall also have the right, power and authority to fasten or connect to and to lay along the routes of said underground mains, pipes or other means of conveyance, all the pipes or other media necessary for transporting and conveying the natural gas to be used in said business, together with all the rights and privileges necessary or convenient for the full use or enjoyment thereof; and Grantee shall have the right, privilege and authority to construct and maintain within the limits of the Grantor distribution systems or other systems and devices that may be required for distribution of natural gas and for carrying on the business aforesaid; provided that in accomplishing the purpose aforesaid the streets of said Grantor shall not be unreasonably obstructed. All such work shall be done and carried on in conformity with such reasonable rules and regulations with reference thereto as may be adopted by the City Commission of the Grantor for the protection of the public. Any buildings or other structures erected by the Grantee under this franchise within the territorial limits of the Grantor shall be constructed in accordance with present or future zoning laws, rules and regulations applicable thereto as may be adopted by the Grantor; provided however, that any application by the Grantee for rezoning or variance shall not be unreasonably withheld by the Grantor; and provided further, that the Grantee shall assume all liability for damage or personal injury caused by its negligence in doing such work, up to but not in excess of the limits imposed by Section 768.28, Florida Statutes.

**SECTION 3.** The Grantee shall, at its sole cost and expense, furnish and maintain an adequate, modern natural gas distribution system in the City of Fruitland Park, sufficient to meet the requirements of users of natural gas therein, and maintain reasonably uninterrupted service sufficient to meet such requirements; provided however, the Grantee shall not be liable or responsible for interruption of service or pressure fluctuation as the result of fire, strike, riot, vandalism, explosion, failure of defective equipment or materials, flood, wind storm, lightning, accidents, acts of God, or the public enemy, or any act by the supplier of bulk energy to the Grantee or other acts beyond the control of the Grantee, but the Grantee shall be prompt and diligent in removing and overcoming the cause or causes of said interruption. Nothing herein contained shall be construed as permitting the Grantee to refuse to deliver gas energy after the cause of the interruption has been removed. Grantee does not guarantee that the supply of gas energy furnished hereunder shall be free from interruption occasioned by any of the causes heretofore mentioned, is agreed that such interruption shall not constitute a breach of this Agreement on the part of the Grantee. With respect to restoration of the distribution of natural gas energy, the Grantee shall not discriminate among its customers, including the Grantor, and the services rendered hereunder shall be on an equal basis. The Grantee agrees that the materials to be used in the construction and maintenance of the gas distribution system described herein shall be as determined and specified by the Grantee, in its sole discretion, and that such materials shall conform to industry standards. The Grantee further agrees that under this franchise it will give to the Grantor and its inhabitants the same favorable consideration extended to the inhabitants of the Grantee under like conditions. However, notwithstanding anything elsewhere in this agreement to the contrary, Grantee reserves the right to decline to serve any customer within the franchise area if Grantee is not able to supply the quantity of natural gas requested or required by such customer, if construction of gas lines or other infrastructure required to serve such customer is deemed by Grantee to be prohibitively expensive compared to the revenue such customer may reasonably be anticipated to produce, or for other commercially reasonable economic or operational reasons.

**SECTION 4.** As a further consideration for the franchise granted under this Agreement, the Grantor agrees not to engage in the business of distributing and selling natural gas energy and to the extent allowed by law, not to grant to any third party a franchise to distribute and sell natural gas

energy, during the life of this Agreement or any extension thereof, in competition with the Grantee, its legal representatives, successors and assigns.

**SECTION 5.** Grantee shall have the right and privilege to enlarge such distribution system, increase the number of underground mains, pipes, conveyances or appliances needed to extend its system within and outside of the present and future limits of the City of Fruitland Park, and to generally develop or change its service methods to meet the growth and progress of said City of Fruitland Park and to conform to the scientific and mechanical advancement and discovery of the age. All such work shall be done and carried on in conformity with such reasonable rules and regulations with reference thereto, as may be adopted by the City Commission of the Grantor that are within and conform to state and federal regulations relating to the transmission and sale of natural gas energy.

**SECTION 6.** The Grantee shall have the right to make reasonable rules and regulations for the use of natural gas energy sold and distributed by it to private parties and for municipal purposes, and the Grantee agrees that the rates charged for such natural gas energy shall at no time be more than the rates charged for natural gas energy to consumers within the Grantee for similar services. It is further understood that the Grantee shall have the right and authority to discontinue service to any customer for non-payment of utility charges, utility taxes or franchise fees, or such other charges as may be applicable, in accordance with such reasonable rules and regulations as may be established by the Grantee.

**SECTION 7.** As a further consideration for the granting of the franchise under this Agreement, the Grantee shall, during the term of this franchise, pay to the Grantor, as one of the expressed conditions and considerations for the franchise, rights and privileges granted and conferred by this Agreement, a franchise fee of eight percent (8%) which shall be computed on the gross revenues derived from the sale of natural gas energy consumed within the corporate limits of the City of Fruitland Park during the term of this franchise, excepting therefrom the gross revenues derived from the sale of natural gas energy delivered to and consumed by the Grantor for municipal purposes. Beginning with the effective date of this Agreement, the eight percent (8%) franchise fee shall be passed along to consumers within the corporate limits of the City of Fruitland Park in accordance with the "direct" method for applications of such fee established by the Florida Public Service Commission. The franchise fee shall be computed and paid in arrears monthly, becoming due on the last day of the month succeeding the month's billings to which the fee is applied. Grantee reserves the right to adjust the amount of gross revenues at any time by the amount of bad debts for uncollectible accounts served within Grantor's corporate limits. The records kept by the Grantee of the accounts for natural gas service within the corporate limits of the Grantor shall be open for inspection by the proper officials of the Grantor at reasonable intervals during normal business hours.

**SECTION 8.** As a further consideration for the execution of such Agreement and franchise on the part of the Grantee, the Grantor shall assess no ad valorem taxes against any real or personal property owned by the Grantee within Grantor's corporate limits during the term of said franchise; and any license tax imposed by the Grantor upon the Grantee for doing business within the said Grantor for business within the said Grantor shall not exceed the sum of five dollars (\$5.00) per annum during the term of such franchise.

**SECTION 9,** Each and every month, the Grantee will bill, collect and pay to the Grantor in the same manner as the franchise fee discussed in Section 7, any utility tax that might be levied by the Grantor pursuant to Chapters 166.231 or 166.232, Florida Statutes, which tax shall be billed to each

consumer within the corporate limits of the City of Fruitland Park, excepting therefrom those consumers which are, by law, tax exempt. It is understood and agreed that the Grantor shall by written notice immediately notify the Grantee of any change in the utility tax. For this tax collection service, the Grantor shall pay the Grantee each month a fee at the rate of one percent (1%) of the first one thousand dollars (\$1,000.00) and one percent (1%) of the remainder of the utility tax so collected for that month which is the same rate as that presently allowed by the State of Florida for businesses which collect the State sales tax.

**SECTION 10.** Should any section or provision of this Agreement or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, Grantor and Grantee shall meet and negotiate in good faith to agree on a replacement provision that is in compliance with the judicial authority's decision.

**SECTION 11.** Except in exigent circumstances, all notices by either Grantor or Grantee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested, by facsimile, or hand delivery. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and Grantor and Grantee observed holidays excepted. All notices shall be addressed as follows:

To Grantee:  
City of Leesburg  
Attn: City Manager  
501 W. Meadow Street  
Leesburg, FL 34749  
Facsimile No.: (352) 728-9734

To Grantor:  
City of Fruitland Park  
Attn: City Manager  
506 W Berckman Street  
Fruitland Park, FL 34731  
Facsimile No.: (352) 360-6686

Notice shall be given as required by this Agreement and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by Grantor or Grantee.

**SECTION 12.** This Agreement supersedes, as of the effective date hereof, all previous agreements, contracts or representations, whether written or verbal, heretofore in effect by and between the Grantee and the Grantor with respect to matters herein contained, and constitutes the sole Agreement by and between the parties hereto concerning such matters. This Agreement may not be amended verbally, by implication, by course of conduct, or in any other manner whatsoever other than by written amendment duly approved by the City Commissions of both Grantor and Grantee. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties. Each party represents, for the benefit and reliance of the other, that it has not entered into this Agreement on the basis of, or in reliance on, any promise, statement or representation not specifically set forth herein.

**IN WITNESS** the Grantee and the Grantor have caused this Agreement to be executed by their duly authorized and acting officials as of the date provided below.

**THE CITY OF FRUITLAND PARK, FLORIDA**

By: \_\_\_\_\_  
CHRIS BELL, Mayor

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

Attest: \_\_\_\_\_  
ESTHER COULSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
JOHN CHRISTIAN, Mayor

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

Attest: \_\_\_\_\_  
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY