

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

February 28, 2019 (Revised 1:00 p.m.)

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

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Ms. Lucy Zartman, American Legion Auxiliary Unit 219 Chaplain

Pledge of Allegiance – Interim Police Chief Erik Luce

2. ROLL CALL

3. PROCLAMATION – “David Boose Day” (city clerk)

4. CONSENT AGENDA (city clerk)

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

Approval of Minutes (city clerk)

February 14, 2019 regular meeting.

5. REGULAR AGENDA

(a) Resolution 2019-008 – Fire Inspection and Vacant Property Registration – Designated Use of Funds (city attorney/city manager/community development director) (revised2)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DESIGNATING USE OF FUNDS COLLECTED FOR FIRE INSPECTIONS AND VACANT PROPERTY REGISTRATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the February 14, 2019 regular meeting.)

(b) Resolution 2019-010 – Florida Safety Systems LLC – Fire Inspector Agreement (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN FLORIDA SAFETY SYSTEMS, LLC AND THE CITY OF FRUITLAND PARK RELATING TO A SCOPE OF SERVICES TO BE PERFORMED BY A FLORIDA CERTIFIED FIRE INSPECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2018-011 – First Amendment – Burke’s Bar-B-Que Developer Agreement (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO DEVELOPER AGREEMENT BURKE’S BAR-B-QUE; PROVIDING FOR RECORDING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

(d) Resolution 2018-012 Canine Transfer Agreement (city manager/police chief/city attorney) (revised)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CANINE TRANSFER AGREEMENT BETWEEN SENIOR OFFICER HOWARD AND THE CITY OF FRUITLAND PARK, FLORIDA TO TRANSFER OWNERSHIP OF CANINE BELLA; PROVIDING FOR AN EFFECTIVE DATE.

(e) Mirror Lake Village Project (city manager)

Discussion regarding the Mirror Lake Village Project (Mirror Lake Village and Avex Mirror Lakes LLC) planned unit development.

(f) 2019 City Commission Meeting Schedule (city clerk)

Rescheduled Economic Development Workshop

6. OFFICERS’ REPORTS

(a) City Manager

Fruitland Park Library Discussion

\$10,000 donation in memory of Virgil Bell towards a children’s garden at the Fruitland Park Library.

(b) City Attorney –

i. Notice of Claim – James Hartson

ii. Notice of Claim – Michael Fewless

7. PUBLIC COMMENTS

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

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

8. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER (revised 2)

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

March 8, 2019, Lake County League of Cities (LCLC), ~~Lake County Water Authority~~, *2019 Projects Update*, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

March 8, 2019, Movie on the Lawn Double Feature: *Big Meets Bigger Rampage* and *Skyscraper* outside City Hall at 7:00 p.m.

March 14, 2019, City Commission Meeting Regular at 6:00 p.m.

March 25, 2019, Lake County Arts and Cultural Alliance, Agency for Economic Prosperity, 20763 U.S. Highway 27, Groveland, Florida 34736 at 3:00 p.m.

March 28, 2019, City Commission Meeting Regular at 6:00 p.m.

March 30, 2019, Fruitland Park Day and BBQ Cook Off at 10:00 a.m.

April 8, 2019, Tourist Development Council, TBD at 3:00 p.m.

April 11, 2019, City Commission Meeting Regular at 6:00 p.m.

April 12, 2019, LCLC, *St Johns River Water Management District Cost-Share Program, 2019 Projects Update*, Lake Receptions , 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

April 12, 2019, Movie on the Lawn *Ralf Breaks the Internet*, outside City Hall at

April 25, 2019, City Commission Meeting Regular at 6:00 p.m.

April 24, 2019, Lake-Sumter Metropolitan Planning Organization (LS-MPO), Governing Board Meeting, MPO Office, Suite 217, 225 W. Guava Street Lady Lake, Florida 32159 at 2:00 p.m.

April 29, 2019, Lake County Arts and Cultural Alliance, Agency for Economic Prosperity, 20763 U.S. Highway 27, Groveland, Florida 34736 at 3:00 p.m.

May 8, 2019, 2019 Lake County Community Services Award, Lake Receptions , 4425 N Highway 19-A, Mount Dora, Florida 32757 at 6:00 p.m.

May 9, 2019, City Commission Meeting Regular at 6:00 p.m.

May 10, 2019, LCLC, Diane Kornegay Superintendent of Schools, Lake Receptions, 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

May 13, 2019, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails Conference Room ,2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.

May 22, 2019, LS-MPO, Governing Board Meeting, MPO Office, Suite 217, 225 W. Guava Street Lady Lake, Florida 32159 at 2:00 p.m.

May 23, 2019, City Commission Meeting Regular at 6:00 p.m.

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February 28, 2019 Regular Agenda

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Proclamation – “David Boose Day”			
For the Meeting of:	February 28, 2019			
Submitted by:	City Clerk			
Date Submitted:	February 20, 2019			
Are Funds Required:			Yes	X No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:				
Description of Item:	Proclamation in memory of Mr. David Boose.			
Action to be Taken:				
Staff’s Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

Proclamation

WHEREAS, Mr. David “Dave” Edward Boose Sr., was born on December 4, 1939 in Girard, Georgia; and

WHEREAS, in 1957, Mr. Boose moved to Florida where he worked in construction as a concrete finisher at Bay to Bay Construction; and

WHEREAS, in 2016, Mr. Boose joined Mount Ararat Baptist Church where he served faithfully as a member until his untimely death on February 15, 2019, and

WHEREAS, Mr. Boose was well-known in the City of Fruitland Park especially in the Berckman Street and Dixie Avenue area as “Mr. Squeaker”, “Music Man”, and “Can Man”; and

WHEREAS, Mr. Boose was highly respected by his church members who knew him as “Deacon Boose”, and

WHEREAS, Mr. Boose was much loved by his children, grandchildren great grandchildren, brothers, sisters, and friends; revered by his church members, and admired by the city, its residents and visitors within the Fruitland Park community, and

WHEREAS, because of Mr. Boose’ kind gesture followed with a honk on his bicycle that he frequently used to welcome residents and strangers alike and his humbling nature exhibited towards those who personally acquainted with him, he was adored by many and will be sorely missed.

NOW, THEREFORE I, Chris Cheshire, Mayor of the City of Fruitland Park on behalf of the City of Fruitland Park Commission, do hereby proclaim Thursday, February 28, 2019 as “*DAVID BOOSE DAY*” in the City of Fruitland Park express sincere condolences to Mr. Boose’ family and loved ones as well as to those who knew him.

PROCLAIMED this 28th day of February 2019.

Chris Cheshire, Mayor

Attest

Esther Coulson, City Clerk

CONSENT AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Draft Minutes			
For the Meeting of:	February 28, 2019			
Submitted by:	City Clerk			
Date Submitted:	February 21, 2019			
Are Funds Required:	<input type="checkbox"/>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes.			
Description of Item:				
<p>Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote.</p> <p>February 14, 2019 regular meeting</p>				
Action to be Taken: Approval.				
Staff's Recommendation: Approval, if there are no corrections or amendments.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
February 14, 2019**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, February 14, 2019 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Patrick DeGrave and John Mobilian.

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Interim Police Chief Erik Luce, Administrative Assistant Jeni Simiken, Police Department; Deputy Fire Chief Tim Yoder, Fire Department; Fruitland Park Library Director JoAnn Glendinning; Public Works Director Dale Bogle, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

ACTION: 6:00:00 PM Mayor Cheshire called the meeting to order, Interim Police Chief Luce gave the invocation, and Vice Mayor Gunter led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:01:06 PM At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was declared present.

3. CRA AGENDA

As soon as practical at 6:15 p.m., recess to the Community Redevelopment Agency meeting.

ACTION: 6:01:25 PM and 6:04:43 PM. **By unanimous consent, the city commission recessed its meeting to the Community Redevelopment Agency and reconvened at 6:05 p.m.**

4. CONSENT AGENDA

Approval of Minutes

- a. December 13, 2018 regular meeting**
- b. January 10, 2019 regular meeting, and**
- c. January 24, 2019 regular meeting**

ACTION: 6:06:54 PM **On motion of Gunter, seconded by Bell and unanimously carried, the city commission approved the consent agenda.**

5. REGULAR AGENDA

- (a) Resolution 2019-004 – PageFreezer® Subscription Agreement**

Ms. Geraci-Carver read into the record Resolution 2019-004, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A SUBSCRIPTION AGREEMENT BETWEEN PAGEFREEZER AND THE CITY OF FRUITLAND PARK FOR USE OF WEBSITE AND SOCIAL MEDIA ARCHIVING SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:07:38 PM A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2019-004.

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

(b) Resolution 2019-008 – Fire Inspection and Vacant Property Registration – Designated Use of Funds

Ms. Geraci-Carver read into the record Resolution 2019-008, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DESIGNATING USE OF FUNDS COLLECTED FOR FIRE INSPECTIONS AND VACANT PROPERTY REGISTRATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:14:51 PM On motion of Vice Mayor Gunter, seconded by Commissioner Mobilian and unanimously carried, the city commission postponed its action to adopt Resolution 2019-008 to the next regular meeting.

(c) Resolution 2019-009 – Minor Lot Split and Unity of Title Fees

Ms. Geraci-Carver read into the record Resolution 2019-009, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING FEES FOR MINOR LOT SPLIT AND UNITY OF TITLE; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:15:35 PM A motion was made by Vice Mayor Gunter and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-009.

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

(d) Resolution 2019-005 – Radios – FY 2018-19 Budget Amendment

Ms. Geraci-Carver read into the record Resolution 2019-005, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2018-2019 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER BY \$24,641 TO TRANSFER FUNDS FROM THE OTHER GENERAL GOVERNMENT BUDGET TO POLICE, ROADS AND STREETS, AND BUILDING AND ZONING BUDGET IN THE GENERAL FUND; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2018-2019 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:23:40 PM A motion was made by Commissioner DeGrave and seconded by Commissioner Bell that the city commission adopt Resolution 2019-005.

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

(e) Resolution 2019-006 – Paving - FY 2018-19 Budget Amendment

Ms. Geraci-Carver read into the record Resolution 2019-006, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2018-2019 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER BY \$75,000, TO TRANSFER FUNDS FROM THE ROADS AND STREETS BUDGET TO THE TRANSFER TO PAVING FUND BUDGET IN THE GENERAL FUND; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2018-2019 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:25:25 PM A motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission adopt Resolution 2019-006.

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

(f) **Resolution 2019-007 Change Order No. 1 Library Furniture**

Ms. Geraci-Carver read into the record Resolution 2019-007, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF FRUITLAND PARK, FLORIDA, APPROVING THE CITY OF FRUITLAND PARK LIBRARY – CHANGE ORDER NO. 1 FROM SIGNATURE CONSTRUCTION INC. IN THE AMOUNT OF \$55,000; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:28:01 PM A motion was made by Vice Mayor Gunter and seconded by Commissioner Bell that the city commission adopt Resolution 2019-007.

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

(g) **December 2018 Financial Report**

Ms. Racine reviewed the December 2018 financial report.

ACTION: 6:30:59 PM On motion of Commissioner DeGrave, seconded by Commissioner Bell and unanimously carried, the city commission approved the December 2018 financial report as submitted by the city treasurer.

(h) **Fire Inspector Discussion**

Mr. La Venia reported that as a result of communications with that Lake County, they provided the fire inspection services rates which he deemed to be high; believed his recommendation for Florida Safety Systems LLC (FSS) to provide annual plan reviews and fire inspections (addressed at the January 24, 2019 regular meeting) to be the most responsible bidder and anticipated that a resolution and the awarding of a contract would be considered before the city commission at its next regular meeting.

ACTION: 6:36:16 PM By unanimous consent, the city commission authorized the city manager to place, for city commission consideration on the next regular agenda, a draft resolution with supporting information approving the retention of Florida Safety Systems LLC for fire inspections and reviews, as the successful bidder.

6. OFFICERS' REPORTS

(a) **City Manager**

i. **Fruitland Park Library Furniture**

Mr. La Venia reviewed his memorandum dated January 22, 2019 regarding three quotations on additional library furnishings (window coverings) from:

- Interior Window “Plantation” Shutters (eastside of the building)
 - o Joy’s Blinds & Draperies Inc., \$3,978 (the local company),
 - o Dress-Up Your Window Inc., \$3,770 and
 - o Blinds 4 Less, \$3,978

- Adult Computer Tables/Work Stations (main gallery)
 - o Home-Art Corporation, \$4,100.80 (lowest and most responsible)
 - o Library Interiors of Florida Inc., \$15,936,
 - o The Library Store, \$12,256.32 and
 - o Brodart Furniture, \$22,264

and

- Built-in Wood Shelving (Florida Room and special collections)
 - o Home-Art Corporation, \$15,358.20 (most responsible)
 - o The Library Store, \$15,017.86 and
 - o Brodart Furniture, \$16,424

ACTION: 6:37:17 PM. On motion of Commissioner DeGrave, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the city manager’s recommendation to accept the new Fruitland Park library furniture quotations, as previously cited, from Joy’s Blinds & Draperies Inc. for the interior window shutters; Home-Art Corporation for the adult computer tables and Home-Art Corporation for the built-in wood shelving. (Funds already earmarked in the FY 2018-19 capital improvement program budget.)

ii. Northwest Lake Community Park/Cales Park Multipurpose Soccer Field (Recreation) Complex

Mr. La Venia gave a report on the current installation of the LED sports lighting at Northwest Lake Community Park/Cales Park Multipurpose Soccer Field (Recreation) Complex with the anticipation for them to be completely operational in approximately one week.

ACTION: 6:42:47 PM. For informational purposes, no action was necessary.

iii. New Fruitland Park Library – Windmill

Mr. La Venia described the plans to return the original windmill – formerly sold by the city in 1958 which was situated at Gardenia Hotel in front of the former Casino community building – back to its initial location by the end of next week.

ACTION: 6:43:44 PM. For informational purposes, no action was necessary.

iv. 2019 Love Week

Later in the meeting, Mr. La Venia commended Parks and Recreation Director Michele Yoder on a job well done and gave a report of events for 2019 Love Week:

- Saturday, February 9, 2019
 - o *The Love 2019 5k*,
 - o *Partnership with Fruitland Park Code Enforcement (Grizzard Street)*
- Wednesday, February 13, 2019
 - o Senior Social Adult Luncheon with a concert by Fruitland Park Elementary School students;
 - o Preschool Day at Fruitland Park Library
- During the course of the week
 - o Citizens First Bank's *Bank and Bite*
 - o *Building Ramps for Elderly and Disabled Carpenters for Christ*
 - o *Local churches feeding first responders*

ACTION: 6:52:53 PM. For informational purposes.

d. City Attorney –

a. Notice of Claim – James Hartson

Ms. Geraci-Carver reported that there were no developments relating to James Hartson's notice of claim.

ACTION: 6:45:01 PM. No action was necessary.

b. Notice of Claim – Michael Fewless

Ms. Geraci-Carver reported that Mr. Michael Fewless is appealing the State of Florida Department of Management Services Division of Retirement's decision and confirmed that it is not a litigation against the city. She explained that the new dates for depositions have tentatively been rescheduled for March 18-19, 2019.

ACTION: 6:45:03 PM. No action was necessary. .

7. PUBLIC COMMENTS

ACTION: 6:45:41 PM. There were no comments from the public.

8. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

i. Mosquito Control

Commissioner Mobilian indicated that he is currently researching the situation at The Villages regarding mosquito control.

ACTION: 6:45:51 PM. For informational purposes.

ii. City Commission Meeting and Workshop Absence

Commissioner Mobilian announced that he will not be able to attend the February 28 regular meeting. He indicated that he will also be absent from the February 19, 2019 city commission workshop meeting to address economic development and requested whether it could be rescheduled.

ACTION: 6:46:14 PM. **By unanimous consent, the city commission accepted Commissioner Mobilian's request and agreed to consider rescheduling the economic development workshop on the next regular meeting agenda.**

(b) Commissioner DeGrave – City Commission Meeting Absence

Commissioner DeGrave requested to be excused from the May 9, 2019 regular city commission meeting as he will be out of the country.

ACTION 6:48:23 PM. **By unanimous consent, the city commission accepted Commissioner DeGrave's request.**

(c) Commissioner Bell - Lake County Parks and Trails Advisory Board

Commissioner Bell gave a report on the February 11, 2019 Parks and Trails Advisory Board meeting; conveyed the feedback received from the photographs he shared of the new LED sports lighting at Northwest Lake Community Park/Cales Park Multipurpose Soccer Field (Recreation) Complex and addressed the plan for the board to consider at its next meeting said park's future plans.

ACTION: 6:48:42 PM. For informational purposes.

(d) Vice Mayor Gunter, Jr. - Radios

At Vice Mayor Gunter's request, Mr. La Venia gave a background on the need to expend more than \$350,000 to participate, obtain and operate (among the county, sheriff's office and the municipalities), the new countywide emergency network radios serviced and programmed as an upgrade on a shared system for ten years which is a continuous budget item.

ACTION: 6:49:38 PM. No action was taken.

8. MAYOR'S COMMENTS - Dates to Remember

Mayor Cheshire announced the following dates:

- February 19, 2019, City Commission Workshop at 6:00 p.m. – cancelled;
- February 20 and 21, 2019 *Lake Legislative Days* Doubletree Hotel, 101 South Adams Street, Tallahassee, Florida, 32301-7774 at 8:00 a.m.;
- February 25, 2019, Lake County Arts and Cultural Alliance for Economic Prosperity, 20763 U.S. Highway 27, Groveland, FL 34736 at 3:00 p.m.;
- February 27, 2019, Lake-Sumter Metropolitan Planning Organization, Governing Board Meeting, MPO Office, Suite 217, 225 W. Guava Street Lady Lake, Florida 32159 at 2:00 p.m. and
- February 28, 2019, city commission Meeting Regular at 6:00 p.m.

ACTION: 6:52:26 PM. No action was taken.

10. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 6:53 p.m.

The minutes were approved at the February 28, 2019 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2019-008 Designated Funds Use – Fire Inspection and Vacant Property Registration		
For the Meeting of:	February 28, 2019		
Submitted by:	City Attorney/City Manager/Community Development Director		
Date Submitted:	January 29, 2019		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes. Resolution forthcoming		
Description of Item:	Postponed from the February 14, 2019 regular meeting.		
Action to be Taken:	Adopt Resolution 2018-008		
Staff's Recommendation:	Approval		
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2019-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DESIGNATING USE OF FUNDS COLLECTED FOR VACANT PROPERTY REGISTRATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized pursuant to Chapter 166, Florida Statutes to enact and enforce regulatory measures enacted under its police power, and to impose fees to cover the costs associated therewith; and

WHEREAS, the City Commission requires registration and maintenance of vacant and abandoned properties, and imposes an annual registration fee; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, desires to ensure compliance with law and that funds received for these purposes are allocated to cover the costs of such inspections and registrations as these are the purposes for which they are collected.

THEREFORE, BE IT RESOLVED by the City Commission of the City of Fruitland Park, Florida, as follows:

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Commission hereby declares the following:
 - (a) Funds received by the City of Fruitland Park as payment of the registration fee for Abandoned Residential Property shall be dedicated to Abandoned Residential Property fund in the City of Fruitland Park budget.
3. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this _____ day of _____ 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

Mayor Cheshire ____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor Gunter ____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell ____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner DeGrave ____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian ____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2019-010 Fire Inspector Agreement			
For the Meeting of:	February 28, 2019			
Submitted by:	City Manager/City Attorney			
Date Submitted:	February 20, 2019			
Are Funds Required:	<input type="checkbox"/>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item:	Fire inspector services discussed at the February 14, 2019 regular meeting.			
Action to be Taken:	Adopt Resolution 2019-010			
Staff's Recommendation:	Approval			
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2019-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN FLORIDA SAFETY SYSTEMS, LLC AND THE CITY OF FRUITLAND PARK RELATING TO A SCOPE OF SERVICES TO BE PERFORMED BY A FLORIDA CERTIFIED FIRE INSPECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Safety Systems, LLC is able to provide the City of Fruitland Park a Florida Certified Fire Inspector to review plans, perform annual fire inspections, attended technical review committee meetings and be available for special call outs; and

WHEREAS, the City desires to outsource such services to Florida Safety Systems, LLC; and

WHEREAS, the parties desire to set forth the terms and conditions in writing.

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

Section 1. Agreement.

Approval of the Agreement between the City of Fruitland Park and Florida Safety Systems, LLC, a copy of which is attached hereto, as **Exhibit A** is APPROVED.

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

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

PASSED AND RESOLVED this _____ day of _____ 2019, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Vice Chairman Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Commissioner DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Commissioner Mobilian _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



“Providing Safety & Solutions”

State License # 20001201

Proposal Number: 18 – 0923
Revised Proposal Date: February 22, 2019
Customer: City of Fruitland Park
Property Location: 506 W. Berckman St. Fruitland Park, Fla.
Work Description: Annual Fire Inspection, Meetings and Plan Reviews.

1.0 SCOPE OF WORK

Florida Safety Systems will provide a Florida Certified Fire Inspector to the City of Fruitland Park for the following;

- Plan Review
 - Annual Inspections
 - Technical Review Committee
 - Special Call Outs
1. **PLAN REVIEW;** Plan reviews will be conducted either by e-mail (Drop Box) or on site at City Hall.
 2. **ANNUAL INSPECTIONS;** Annual Inspections will start in March of each year and continue until completed. A minimum of six (6) full days each month will be dedicated to annual inspections. All Annual Inspections will be completed by August 1st of each year. Re-Inspections will be conducted on an as needed basis. All record retentions will be conducted by Florida Safety Systems. The City of Fruitland Park will give inspections forms, with address labels at the beginning of the process. These will be turned in weekly to Fruitland Park as will a time sheet with the list of completed inspections. Florida Safety Systems will make any of the retained records available upon request by Fruitland Park.
 3. **TECHNICAL REVIEW COMMITTEE;** All efforts will be made to have a representative of Florida Safety Systems at each meeting, first Tuesday of each month, 10:00AM.
 4. **SPECIAL CALL OUTS;** Florida Safety Systems will have a representative available to respond to any request by the Building Official, City Manager, Community Development Director, Police Chief or Fire Chief.

Florida Safety Systems, LLC
522 Hunt Club Blvd, #372 Apopka, FL 32703
Phone: (407) 948-0079 * Fax: (888) 869-2059

2.0 PROPOSAL PRICE

- 1. Plan Review..... \$50.00 Per Hour
- 2. Annual Inspection..... \$50.00 Per Hour
- 3. TRC..... \$50.00 Per Hour, ½ Travel
- 4. Special Call Outs..... \$50.00 Per Hour, ½ Travel

Florida Safety Systems will provide an employee, employee uniform, vehicle and an Umbrella Insurance Policy of \$4,000,000.00.

3.0 PAYMENT TERMS

- 3.1 City of Fruitland Park will be invoiced 100% upon completion.
- 3.2 Payments shall be made upon receipt of invoices submitted by Contractor. Full payment to Contractor will be made in accordance with the Florida Prompt Payment Act.

4.0 ADDITIONAL PROVISIONS

- 4.1 Florida Safety Systems shall not assign this agreement without the previous written consent of City of Fruitland Park.
- 4.2 Any change or modification to this agreement must be in writing and signed by both parties.
- 4.3 Florida Safety Systems agrees that it will not discriminate against any employee or applicant for employment for work under this agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed, and employees are treated fairly during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.
- 4.4 This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

4.5 **PUBLIC RECORDS:**

Contractor must comply with the Florida “Public Records” law, Chapter 119, Florida Statutes, including the following provisions: Keep and maintain public records required by the city to perform the service, and upon request from city’s custodian of public records, provide city with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law.

A. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, FL 34731.

4.6 This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this agreement. This agreement incorporates and includes all of the changes agreed by and between the parties and supersedes and replaces any oral discussions, representations, or stipulations previously entered into by the parties.

5.0 TERMS

5.1 This Proposal/Contract will stay in effect until cancelled by either party, with a 30-day notice.

6.0 SIGNED AND DATED

Authorized Signature

Date

**Florida Safety Systems, LLC –
Todd Bengtson**

Date

Proposal for Inspection Services

Prepared for:

City of Fruitland Park
Attn: Gary La Venia
506 W Berckman St
Fruitland Park, Florida 34731
(352) 360-6727

Prepared By:

Kerry Barnett
Kerry Barnett Fire Safety Consulting, LLC
43951 CR 54E
Kathleen, Florida 33849
813-778-4981

Submitted On:

February 18, 2019

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Statement of Confidentiality and Non-Disclosure

This document contains proprietary and confidential information. All data submitted to the City of Fruitland Park is provided in reliance upon its consent not to use or disclose any information contained herein except in the context in its business dealings with Kerry Barnett Fire Safety Consulting, LLC. The recipient of this proposal agrees to inform Kerry Barnett Fire Safety Consulting who view or have access to its content.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matter are generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Kerry Barnett Fire Safety Consulting express written consent.

Kerry Barnett Fire Safety Consulting, LLC retains all title, ownership, and intellectual property rights to the material contained herein.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Proposal Summary

Kerry Barnett Fire Safety Consulting, LLC is pleased to present the City of Fruitland Park with this proposal for fire inspection and plan review services.

Having a full understanding of the inspection and plan review requirements within the State of Florida, I am confident that my proposed service will effectively handle your needs. My goal is to provide fire prevention practices and strategies by conducting plan review and associated fire inspections, conduct existing annual fire safety inspections, along with consultation on an hourly rate of \$85 per hour plus a one-way trip charge (at hourly rate). Standard time and one half (1 ½) will be assessed for after hour services (before 7 am, after 5 pm, weekends, and recognized holidays).

NOTE: Kerry Barnett Fire Safety Consulting will be available 3 days a week. Days will be based on scheduling; however, it is anticipated to be Monday, Wednesday and Friday or Monday, Tuesday, and Thursday.

My unique ability to educate business owners and occupants of the Florida Fire Prevention Code and my successful track record as a previous fire marshal for approximately 10 years, and now consulting privately for 10 years, along with contacts within the fire marshal and inspector profession throughout the State, makes us an enviable partner in this project. I look forward to forming a mutually rewarding relationship with the City of Fruitland Park.

Company Background

Kerry Barnett Fire Safety Consulting was formed in 2007 because contractors were telling me that they were having trouble getting plans approved through different fire authorities. It was also noted that during my discussions with occupancy owners and/or occupants, they stated they wished they had someone to come and provide in house fire inspections while also maintaining all fire related devices and systems. It was then decided to open Kerry Barnett Fire Safety Consulting to perform these tasks. This business was intended to stay small and not to advertise until I retired from the City of Zephyrhills – Fire Rescue. Kerry Barnett Fire Safety Consulting, LLC has been performing similar duties for the Town of St Leo since 2010, City of Lady Lake since 2012, City of Avon Park since 2016, and Town of Astatula since 2018. All may be contacted for reference.

Mission Statement

To educate the community through my experiences as a fire marshal, while conducting fire prevention practices (inspection and plan review) that result in a safer business within the communities I represent, that will eliminate the possibilities of fire resulting in decrease of property loss and no loss of life.

Services that will be Provided

- Consultation
- Plan Review
- Existing Annual Inspections
- Construction Inspections (tied to plan review)
- Attendance at Council Meetings (if requested, when available)
- Attendance at Site Plan Meetings (if requested, when available)

Certifications/License

- Municipal Fire Safety Inspector I
- Municipal Fire Safety Inspector II
- Fire Investigator I
- Multiple Certificates in Fire Inspection Practices
- Fire Door Assembly Inspector
- Pasco County Business License
- City of Zephyrhills BTR

Memberships

- Florida Fire Marshals & Inspectors Association
- Fire Investigators of Florida (Current Past President)
- West Coast Fire Marshals Roundtable (Director)
- DHI (Door and Hardware institute) – related to fire doors
- NFPA

Awards

- Firefighter of the Year – Zephyrhills Fire Rescue (2000 & 2007)
- Fire Marshal of the Year (State of Florida) – Florida Fire Marshals & Inspectors Association (2009)
- Rotarian of the Year – Zephyrhills Rotary Club (2005)

Referrals

- Mike Vitta – Lake County Fire Marshal – 352-742-3907
- Dan Hickey – The Villages Fire Marshal – 352-205-8280
- Steve Painter – Former Fire Chief – 352-459-8518

Recitals

Kerry Barnett Fire Safety Consulting, LLC is please to present the City of Fruitland Park with this proposal for fire inspection services. Having a full understanding of the inspection and plan review requirements within the State of Florida, Kerry Barnett Fire Safety Consulting, LLC is confident that its proposed service will effectively handle the City's needs. The goal is to provide fire prevention practices and strategies by conducting fire inspections for both new and existing occupancies along with plan review and consultation on an hourly basis.

The unique ability of Kerry Barnett Fire Safety Consulting, LLC to educate business owners and occupants of the Florida Fire Prevention Code and the successful track record of Kerry Barnett as a Fire Marshal for nearly 10 years, along with contacts within the fire marshal and inspector profession throughout the State, and my knowledge and working relationships with contractors in the area, makes Kerry Barnett Fire Safety Consulting, LLC an enviable partner in this project. Kerry Barnett Fire Safety Consulting, LLC looks forward to forming a mutually rewarding relationship with the City of Fruitland Park.

Agreement

This Agreement is made and executed on this ____day of March, 2019, by and between the **City of Fruitland Park**, a municipal Corporation organized and existing under the laws of the State of Florida, having its principal office at Fruitland Park, 506 W Berckman St, FL 34731 , herein referred to here as the City, and **Kerry Barnett Fire Safety Consulting, LLC**, a limited liability corporation, organized and existing under the laws of the State of Florida, having its principal office at 43951 CR 54E, Kathleen, FL 33849.

Identification of Needs

City of Fruitland Park Requirements

Kerry Barnett Fire Safety Consulting, LLC understands the requirements to be as such:

Legal Requirements

- To serve the City of Fruitland Park as their 3rd party Fire Safety Inspector as approved per contract with the City. Availability will be maximum three (3) days a week and based on number of inspections that are scheduled monthly.
- To conduct fire safety inspections as related to plans reviewed and enforce the Florida Fire Prevention Code per Florida Statute 633.
- To review plans to ensure construction complies with the Florida Fire Prevention Code and consult with contractors for new commercial construction and building rehabilitation projects as per Florida Statute 633.
- To conduct annual fire safety inspection based on FI Statute 633 and NFPA, and/or as directed by the City. To attend Commission meetings and/or other meetings with City of Fruitland Park, as needed or requested, if available.

General Requirements

- Conduct plan review for new construction and building rehabilitation projects.
 - Conduct related fire inspections associated with plan review.
 - Conduct annual fire safety inspections.
 - Meet with contractors of permitted jobs or proposed jobs, as needed.
 - Attend related meetings with the Town associated with fire safety inspections and/or plan review, as needed or requested, if available.
 - Provide copies of all inspections and plan review correspondence to the Town.
- a. Kerry Barnett Fire Safety Consulting, LLC shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. All records, books, and accounts related to this performance of this agreement shall be subject to the applicable

provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and especially F.S. 119.0701, and shall be kept by Kerry Barnett Fire Safety Consulting, LLC in compliance thereof.

- b. At no additional cost to the City, Kerry Barnett Fire Safety Consulting, LLC shall provide the public with access to public record on the same terms and conditions the City would provide records and at a cost that does not exceed the cost provided in Chapter 119 FS or otherwise provided by law. If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide records relating to this contract, contact the custodian of records with the City.
- c. Kerry Barnett Fire Safety Consulting, LLC shall ensure public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
- d. Kerry Barnett Fire Safety Consulting, LLC shall meet all requirements for retaining public records, and transfer at no cost to the City, all public records in possession of Kerry Barnett Fire Safety Consulting, LLC upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Schedule of Fees and Charges

Kerry Barnett Fire Safety Consulting, LLC shall bill the City \$85 per hour plus a one way trip charge (at an hourly rate), with time plus one-half for services required by the City after 5:00 PM, on weekends, and holidays for the following services:

- a. To conduct fire safety inspections and enforce the Florida Fire Prevention Code per Florida Statute 633
- b. To review plans to ensure construction complies with the Florida Fire Prevention Code and consult with contractors for new commercial construction and building rehabilitation projects as per Florida Statute 633.
- c. To attend Commission meetings and/or similar meetings with the City of Fruitland Park, as needed or requested, if available.
- d. Perform construction related inspections and meetings

NOTE: Kerry Barnett Fire Safety Consulting will be available 3 days a week. Days will be based on scheduling, however it is anticipated to be Monday, Wednesday and Friday or Monday, Tuesday, and Thursday.

In the event that additional services not discussed herein are to be provided, that charge shall be the same, or Kerry Barnett Fire Safety Consulting, LLC shall contact the City and agree on a different rate, in writing.

Other Requirements

- Provide owner/occupant of the inspected occupancy with a written inspection report that lists the violations found and time frame to comply.
- Keep an accurate file of occupancies of inspections conducted for the City of Fruitland Park
- To review all commercial related plans to see if there are concerns for a life safety review; if so, check for life safety compliance and provide a plan review comment sheet to the contractor who submitted plans for permitting.
- Keep an accurate file on each construction project and sign off once completed.
- Provide a written record of all time spent while conducting any of the fore mentioned fire prevention practices to the City of Fruitland Park for payment of service provided. Invoice will contain date, hours, location or business, service provided, and total amount for each day.

Existing Annual Inspections

It is recommended for annual inspections to be set up as per NFPA, which is based on occupancy hazard classification. This inspection schedule would put the occupancy into a low, moderate, and high risk classification in which inspections would be schedule annually, biannually (every 2 years), and triennially (every 3 years). This will lessen the number of inspections being completed every year, as well as, reduce the overall yearly expense of conducting inspections. Kerry Barnett Fire Safety Consulting, LLC can assist with setting up the process.

Annual inspections for the existing occupancies may be conducted between the hours of 8 AM and 5 PM on Monday through Friday. After hour inspections would be completed on the time arrange between Kerry Barnett Fire Safety Consulting, LLC and the business and/or contractor. Reports will be issued to the occupant upon completion of the inspection unless additional research on a code is required. If that is the situation, then the report will be provided the next day. Copies of these reports will also be given to the City of Fruitland Park.

Re-inspects for those occupancies that had violations will be completed upon a time frame given to comply based on the seriousness of the violation. Normally, a reinspect is after 45 days and typically, those that involve fire protection systems and egress are considered a higher priority, therefore far less time is given to correct. If the City has a reinspection schedule based on violation type, the schedule will be used.

In the case of multiple violations that may cost the occupancy a considerable amount of money, an action plan may be considered by the inspector and created by the occupant (based on priority) and submitted to the City for review.

Plan Review

Plans will be picked up at the City by Kerry Barnett Fire Safety Consulting, LLC at the City Building/Permitting Office, or the City may mail plans directly to Kerry Barnett Fire Safety Consulting, LLC. Enough copies shall be submitted so that all involved with project may have a copy, typically three sets. All plans that must be reviewed should be completed within 14 calendar days. The plans will be

stamped "REVIEWED" and signed. A comment sheet will be attached noting whether the plans passed or failed. Plans will be reviewed for compliance to the Florida Fire Prevention Code, City Land Development Code, Florida Building Code (when applicable), and applicable NFPA Standards and Codes. Design and construction is left to the architects and engineers. Meetings can be set by either authority or the contractor of the project to discuss any difference that could arise during the plan review process to ensure the project continues moving forward.

Related Construction Inspections

Inspections associated with a plan review shall be called into the City's Building/Permitting Office who will then notify Kerry Barnett Fire Safety Consulting, LLC of the requested date. Kerry Barnett Fire Safety Consulting, LLC will then contact the contractor to schedule. A minimum of a 48-hour notice shall be given. Kerry Barnett Fire Safety Consulting, LLC will make every attempt to be available when needed, provided proper notice is given.

Special Events & Outdoor Sales/Activities

On occasion, business may have special events within the City. If these events require permitting, plan review and inspections may be necessary. Kerry Barnett Fire Safety Consulting, LLC can provide these services. Based on time frames and dates of the event, inspections may take place outside the normal work week and hour range.

Backup Coverage

If Kerry Barnett Fire Safety Consulting, LLC cannot make a scheduled inspection, Kerry Barnett Fire Safety Consulting may utilize another certified municipal fire safety inspector holding certifications sufficient to conduct the related fire safety inspection. This would be at the expense of Kerry Barnett Fire Safety Consulting, LLC.

Related Costs and Payment Terms

All tools and equipment, inspection and plan review manuals and literature used for conducting plan review or fire safety inspections will be at the expense of Kerry Barnett Fire Safety Consulting, LLC. General liability, as requested by City of Avon Park, will be carried by Kerry Barnett Fire Safety Consulting, LLC at the expense of Kerry Barnett Fire Safety Consulting, LLC. Vehicle maintenance, insurance and gas will also be at the expense of Kerry Barnett Fire Safety Consulting, LLC. Uniform will consist of a golf style shirt and work pants. An identification badge, if required by the City, will be worn during all inspections. The identification badge will be provided by the City that designates this authority as their fire safety inspector.

Kerry Barnett Fire Safety Consulting, LLC shall submit an itemized invoice of all time spent conducting inspections, plan reviews or attendance of any meetings to the City of Fruitland Park. Invoice will list the date, total hours and the names of the occupancy and/or contractor the inspection, plan review, or meeting was completed with. A monthly cost will be at the bottom of the invoice.

Indemnification

Kerry Barnett Fire Safety Consulting, LLC shall defend, indemnify and hold harmless the City of Fruitland Park and all its officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney fees, and court costs which may arise because of negligence (whether active or passive), misconduct, or other fault, in which or in part (whether joint, concurrent, or contributing), of Kerry Barnett Fire Safety Consulting, LLC, its officers, agents, or employees in performance or non-performance of its obligations under this agreement. Kerry Barnett Fire Safety Consulting, LLC, recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall serve the termination of this agreement. Compliance with any insurance requirements elsewhere within this agreement shall not relieve Kerry Barnett Fire Safety Consulting, LLC of its liability and obligation to defend, hold harmless and indemnify the City of Fruitland Park as set forth in the article of this Agreement.

In the event any lawsuit or other proceeding is brought against the City by reason of such claim, cause of action or demand, Planner shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for the City attorney or counsel selected by City Attorney to defend the City. The provisions and obligations of this section shall survive the expiration or early termination of this Agreement. To the extent considered necessary or prudent by the City Attorney, any sums due to Kerry Barnett Fire Safety Consulting, LLC under this agreement may be retained by the City until all the City's claims for indemnification pursuant to this agreement have been settled or otherwise resolved; and any amount withheld shall not be subject payment of interest by the City. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes, or to in any way waive the City's sovereign immunity protections. Furthermore, to the extent that the contractor is protected by sovereign immunity as a fire inspector agreement agent for the City under Chapter 633, and not diminishing the indemnification of the City provided above, nothing in this Agreement is intended to waive such right to immunity by Kerry Barnett Fire Safety Consulting, LLC.

Insurance

Kerry Barnett Fire Safety Consulting, LLC shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, Comprehensive General Liability to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, copies, of said insurance policies. The policies shall acknowledge coverage for the indemnification provided herein. Certificates of insurance and certified copies of these

insurance policies must accompany the signed Agreement. Said insurance coverages procured by Kerry Barnett Fire Safety Consulting, LLC, that said insurance coverages it procures as required herein shall be considered, as primary insurance over other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Kerry Barnett Fire Safety Consulting.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at or not less than AM Best A+ and authorized to do business in the State of Florida and having agents upon whom service of process may be made in Lake County, Florida. Such policy or policies shall name the City and other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which contain minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000) per aggregate. Coverage must be afforded on a form more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- Premise and/or operations
- Subcontracted planners, if any
- Broad Form Contractual Coverage applicable to this agreement, including any hold harmless and/or indemnification contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability

Business Automobile Liability shall be provided with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable
- Hired and Non-Owned Vehicles, if applicable
- Employers' Non-Ownership, if applicable

Kerry Barnett Fire Safety Consulting, LLC shall furnish to the City a certificate of insurance or endorsements evidencing the insurance coverage specified by this Agreement within fifteen (15) calendar days after notification of this Agreement. The required Certificate of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance required by this Agreement. Planners failure to provide the City the Certificate of Insurance or endorsements

evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for termination of this agreement.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of the planner is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages expire prior to completion of the work, copies of the renewal policies shall be furnished at least thirty (30) days prior to the date of expiration.

Professional Insurance

Professional Insurance (E & O) will not be required of Kerry Barnett Fire Safety Consulting, LLC due to the protection through NFPA 1 incorporated into Florida Law by Chapter 633, Florida Statutes. Nevertheless, in the event that a court of competent jurisdiction determines that the protection through NFPA 1 and Chapter 633, Florida Statutes, does not apply, the indemnification provided herein, nonetheless, apply to such claim.

Status of Claim

Kerry Barnett Fire Safety Consulting, LLC shall be responsible for keeping the City currently advised as to the status of any claims made for damages against Kerry Barnett Fire Safety Consulting, LLC resulting from services performed under this agreement. Kerry Barnett Fire Safety Consulting, LLC shall send notice of claims related to work under this Agreement to the City. Copies of the notices shall be sent by fax, hand delivery, or regular mail to the address of the City.

Contract/Termination

This Agreement shall be for an initial term of three (3) years with the availability of a one (1) year roll over, however, either party of this Agreement may terminate this Agreement, for any reason, with or without cause, with sixty (60) days of written notice to the other party. The roll over year is provided in this Agreement should the City be satisfied with the performance of services provided by Kerry Barnett Fire Safety Consulting, LLC, therefore not requiring a bid process to take place. Cost for all services will remain the same through the life of this Agreement. Prior to the end of the initial term of the Agreement, both parties shall meet to discuss the continuance through the roll over year. This shall be completed at least thirty (30) days prior to the end of the initial Agreement. Agreement term will be yearly based on the date signed by all parties.

Disclaimer of Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by receipt hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or government entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants and conditions

herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Conflict with Laws

In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provisions of federal law, then state law, the City ordinance (Code), resolution, rules and regulations shall prevail over the provisions in this Agreement, in that order.

Saving Clause

In the event that any portion of this Agreement shall be deemed by a court competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the Agreement, but failing in agreement on replacement provisions, this Agreement shall terminate, and the rights and duties of the parties shall cease, and the City shall pay any undisputed remaining fees.

Laws of Florida to Govern/Venue/Waiver of Jury Trial

This agreement shall be governed by the laws of the State of Florida, and the proper venue shall be the state court in Lake County, Florida, and the parties agree to waive any right to jury trial.

Document is the Result of Mutual Draftsmanship

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of author

Notice

Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the address stated at the top of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this agreement to be duly executed on the day and year first noted/written above.

CITY OF FRUITLAND PARK:

KERRY BARNETT FIRE SAFETY CONSULTING, LLC

By: _____
Gary La Venia, City Manager

By: _____
Kerry Barnett, Authorized Member

Approved as to Form:

Anita Geraci-Carver, City Attorney

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2019-011 Burke's Bar-B-Que Developer Agreement First Amendment			
For the Meeting of:	February 28, 2019			
Submitted by:	City Manager/City Attorney			
Date Submitted:	February 20, 2019			
Are Funds Required:	<input type="checkbox"/>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item: Addressed at the October 11, 2018 regular meeting.				
Action to be Taken: Adopt Resolution 2019-011				
Staff's Recommendation: Approval				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2019-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO DEVELOPER AGREEMENT BURKE'S BAR-B-QUE; PROVIDING FOR RECORDING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Developer Agreement between Burke's Bar-B-Que and the City of Fruitland Park dated April 18, 2012 was approved by the City Commission; and

WHEREAS, Burke's Bar-B-Que and the City of Fruitland Park are agreeable to modifying the Developer Agreement to extend the time period provided in the Developer Agreement; and

WHEREAS, the terms and conditions of the modifications are set forth in the First Amendment to Developer Agreement Burke's Bar-B-Que.

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

Section 1. First Amendment to Developer Agreement.

Approval of the First Amendment to Developer Agreement – Burke's Bar-B-Que, a copy of which is attached hereto, for the real property described in **Exhibit A** attached hereto is APPROVED.

Section 2. The First Amendment to Developer Agreement shall be recorded in the public records of Lake County, Florida, immediately upon adoption.

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

PASSED AND RESOLVED this _____ day of _____ 2019, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Chairman Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Record and Return to:
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

FIRST AMENDMENT TO DEVELOPER AGREEMENT
BURKE'S BAR-B-QUE

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2019, by and between **THE CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation (hereafter called the "City"), and **T.D. BURKE AND BURKE'S BAR-B-Q CO.** and its successors and assigns (hereafter "Burke's"), whose mailing address is 305 C.R. 466A, Fruitland Park, Florida 34731.

RECITALS

WHEREAS, the City and Burke entered into the Burke's Bar-B-Q Developer Agreement dated April 18, 2012, the Developer's Agreement, attached hereto, and affecting the real property more particularly described as:

The West ½ of the Northeast ¼ of the Southwest ¼ of Section Six 6, Township 19 South, Range 24 East, Lake County, Florida, Parcel Id. No. 06-19-24-0003-000-01600, Alt. Key. No. 1699649(the "Property");

WHEREAS, the City notified pursuant to the terms of the Developer's Agreement that Burke's had until October 6, 2018 to connect the Property to the City's water and sewer as well as to pay for the installation of a fire hydrant to be located in front of the business located on the Property and pay water and sewer impact fees in the amount of \$40,700.00 ("Outstanding Obligations"); and

WHEREAS, the City has agreed to extend the time period for Burke's to comply with the Outstanding Obligations.

WHEREAS, an amendment to the Developer's Agreement must be in writing signed by all the parties to be effective.

NOW, THEREFORE, for and in consideration of the mutual covenants, premises and promises hereinafter set forth, the sum consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and Burke agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by this reference.
2. **Amendment to Paragraph 2.** Paragraph 2 of Developer's Agreement is deleted in its entirety and replaced with the language provided below:

Utilities Connections. Burke's shall connect to City water and wastewater (sewer) and pay for the installation of a Fire Hydrant located in the front of building (located by City Public Works), upon the occurrence of any one of the following:

- A. A change in use of the Property from Burke's Bar-B-Q restaurant and dining facility, in whole or in part, to any other named restaurant and dining facility, or any other use.
- B. A change in business tax receipt issued relating to the Property.
- C. Any modification to the Property requiring a building permit.
- D. Any modification to the Property requiring a site plan or an amendment to an existing site plan.
- E. Failure of the existing septic system.
- F. Failure of the existing well (potable water source).
- G. Loss of approval from any governmental entity having jurisdiction, including but not limited to: Florida Division of Hotels and Restaurants, Lake County Health Department, Lake County Environmental Health Department, etc.
- H. Default of any of the conditions of the Developer's Agreement set forth in Section 3. Fire Protection.
- I. Transfer of ownership of the Property, in whole or in part.

Connection to the City water and wastewater (sewer) shall occur prior to issuance of a change in business tax receipt, prior to issuance of a building permit for any modification, or prior to site plan approval or approval of an amendment to an existing site plan, whichever is applicable, or within 120 days from the occurrence of subsection A., E., F., G., or I. above, or within 120 days of notice from City of a default as provided for subsection H. above. Written documentation demonstrating Burke's is making reasonable efforts to connect within the 120 day period shall be submitted within 30 days of the occurrence of subsection A., E., F., G., or I. above, or notice from City of a default. Once connected to City water, which includes installation of a fire hydrant at Burke's expense, the existing fire protection shall be abandoned.

3. **Amendment to Paragraph 3. Subsection A.** Subsection A of Paragraph 3 of the Developer's Agreement is deleted in its entirety and replaced with the language provided below:

- A. Intentionally deleted.

4. **Notices.** Notices to the City shall be as follows:

City: Gary La Venia, City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

Copy to: Anita Geraci-Carver, Esquire
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711

5. Burke's shall pay water and sewer impact fees in effect at the time of connection to the City water and sewer, but at a minimum shall pay \$40,700.00.

6. This Agreement and the Developer's Agreement set forth covenants running with the land, binding upon and inuring to the benefit of City and Burke's, and their respective assigns and successors in title.

7. Except to the extent modified herein, all other terms and conditions of the Developer's Agreement remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

OWNER:

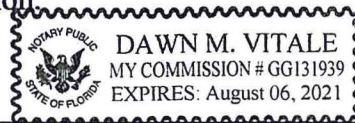
Leesa Gillette
Print Name

Timothy D. Burke
T. D. Burke

Brian Gillette
Print Name

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 14 day of February, 2019, by T.D. Burke, who is personally known to me or has produced FL DL B620-004-65-208 as identification.



[Signature]

NOTARY PUBLIC

Signed, Sealed and Delivered
in the presence of:

CITY OF FRUITLAND PARK,
a Florida municipality

Print Name: _____

By: _____
Chris Cheshire, Mayor

Date: _____

Print Name: _____

ATTEST:

Esther Coulson, City Clerk

AGENDA ITEM SUMMARY SHEET (Revised)

ITEM TITLE:	Resolution 2019-012 Canine Transfer Agreement		
For the Meeting of:	February 28, 2019		
Submitted by:	City Attorney/City Manager/Interim Police Chief		
Date Submitted:	January 29, 2019		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: Approval to transfer ownership of Canine Bella who was awarded to her handler Senior Police Officer Eugene Howard in 2012.			
Action to be Taken: Adopt Resolution 2018-012			
Staff's Recommendation: Approval			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2019-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CANINE TRANSFER AGREEMENT BETWEEN SENIOR OFFICER HOWARD AND THE CITY OF FRUITLAND PARK, FLORIDA TO TRANSFER OWNERSHIP OF CANINE BELLA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Canine Bella was adopted by the City of Fruitland Park on May 15, 2002 from the Marion County Animal Services Department and served as a narcotics detection dog under the care of Senior Officer Eugene Howard; and

WHEREAS, in 2018 Canine Bella was removed from actively working road patrol and was reassigned to serve as a public relations service dog; and

WHEREAS, the expenses associated with Canine Bella could better be utilized in adopting and training another service dog for the police department; and

WHEREAS, Senior Officer Howard, who has cared for and trained with Canine Bella since her joining the City desires to take ownership of Canine Bella; and

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

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Canine Transfer Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Canine Transfer Agreement between Senior Officer Howard and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

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

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

PASSED AND RESOLVED this _____ day of _____, 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Chairman Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

CANINE TRANSFER AGREEMENT

This Agreement is made and entered into by and between the City of Fruitland Park, a Florida municipal corporation with the following mailing address: 506 W Berckman St. Fruitland Park, Florida 34731, (hereinafter referred to as "City"), and Walter Eugene Howard (hereinafter referred to as the "Transferee"), collectively referred to as the "Parties" hereto; and they do hereby stipulate and agree as follows:

WITNESSETH

WHEREAS, the City owns and has in its possession an seven and half (7 ³/₄) year old female (spayed), gold/yellow in color, Labrador Mix breed ("K9 Bella") which is no longer needed by the Fruitland Park Police Department due to natural ageing and medical reasons, but which in the past has been used by the canine unit of the Police Department; and

WHEREAS, Transferee was the designated handler of K9 Bella from May, 2012 – January, 2019, and during that timeframe partook in a substantial amount of training with K9 Bella; and

WHEREAS, Transferee fully understands that all K9's, in general, can be very dangerous and can cause risks and dangers of serious bodily injury, including permanent disability, paralysis and even death; and

WHEREAS, Transferee is willing to assume said risks and dangers in order to take possession of K9 Bella and provide for its care.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the City and the Transferee hereby agree as follows:

1. The City agrees to do the following:
 - a. On or before (*date to be determined*), to transfer possession and ownership and to relinquish all claims of right, title, ownership and possession to K9 Bella to the Transferee in consideration of the sum of one and no/100 dollars ((\$1.00), lawful money of the United States; and
 - b. Complete all documentation necessary to effectuate the aforesaid transfer of possession and ownership.
2. The Transferee agrees to do the following:
 - a. Accept transfer of possession and ownership of the K9 Bella from the City and assume all rights, liabilities and responsibilities of ownership including but not limited to the costs associated with the medical care, food and shelter for K9 Bella; and
 - b. Hold Harmless Agreement. Upon transfer of possession of the K9 Bella to the Transferee, the Transferee assumes the entire responsibility for K9 Bella and as such

the Transferee hereby releases the City and all its employees and representatives thereof from all liability arising from the transfer of K9 Bella to the Transferee, including negligence on the part of the Transferee or the City. Transferee further expressly agrees to indemnify the City and all its employees and representatives, and agrees to hold them and shall hold all of them harmless from any and all claims and actions for personal injury, death or property damage and from any other losses, and all damages (including but not limited to: compensatory, consequential, and incidental), charges or expenses, including reasonable attorney's fees, which arise out of or which are alleged to have arisen out of, in connection with or by reason of, the transfer of possession and/or ownership of the K9 Bella.

3. Secondary Transfer of Animal Prohibited. Transferee shall not transfer K9 Bella to any individual or entity without first obtaining the express written consent of the City Commission in and for the City of Fruitland Park.
4. Mutual Intent. It is agreed between the City and Transferee that the provisions in this Agreement represent the true intent of the Parties and that sufficient consideration exists for each to be bound thereby.
5. Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs such action so incurred, including but not limited to all reasonable attorney's fees. The City does not waive any protections, available defenses or limitations of actions, to which the City may be entitled in accordance with section 768.28 Florida Statutes and Florida law.
6. Amendments to Agreement. It is further agreed that no modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contain in a written document executed with the same formality and of equal dignity herewith.
7. Assignability. Unless otherwise permitted herein, neither party shall assign this Agreement.
8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
9. No Warranties. The Parties recognize and agree that the City makes no warranties, expressed or implied, as to the fitness and reliability of K9 Bella and specifically disclaims any warranty of merchantability, fitness and suitability for a particular use or purpose, or the fitness or suitability of K9 Bella for any specific application, performance, result or use. The Transferee agrees that he is accepting transfer of possession and ownership of K9 Bella in "as is" condition. Furthermore, the Parties agree that the City expressly denies any further responsibility for the maintenance and/or behavior of said animal but that henceforth Transferee shall be fully and solely responsible for the maintenance and behavior of said animal.

Deleted: Chief of Police

10. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
11. Governing Law, Jurisdiction, and Venue. This Agreement and all of the rights and obligations of the Parties hereto shall be governed both procedurally and substantively by and construed according to the Laws of Florida. The Parties further agree that jurisdiction regarding the rights and obligations of all Parties under this Agreement and all litigation resulting therefrom shall be vested in the Fifth Judicial Circuit, in and for Lake County, Florida.

IN WITNESS WHEREOF, this agreement has been executed by the parties on the day and year first written above.

CITY:

City of Fruitland Park, a Florida municipal corporation

By:

Chris Cheshire, Mayor

ATTEST:

By:

Esther Coulson, City Clerk

TRANSFeree:

By:

Eugene Howard

Approved by City Commission on _____.



FRUITLAND PARK POLICE DEPARTMENT

Chief Erik D. Luce

February 20, 2019

Gary,

I have attached an agreement that would serve as a transfer of ownership of our Canine Bella to Senior Officer Eugene Howard.

Canine Bella was adopted by the City of Fruitland Park on May 15, 2012 from the Marion County Animal Services Department. Canine Bella was 1 year and 3 months old at the time of the adoption. Since that time, Canine Bella has served as a narcotics detection dog assigned to our road patrol division. Canine Bella has been in the care of Senior Officer Eugene Howard since the beginning of her assignment with our department. Over the last year, Canine Bella has been out of service due to what is referred to as a "lack of drive" which causes inconsistencies in her work. When a Law Enforcement Canine develops a lack of drive, the canine is usually taken out of service. In today's court system, the cases involving canine use are heavily examined and signs of inconsistencies can be pointed out which can lead to cases being lost in court and also future cases being dropped prior to reaching the court system due to the canine's known inconsistencies.

It is my opinion that we as a department should recognize this before the court system has the opportunity to discredit the canine's credibility. Chief Fewless and I discussed this last year and the decision was made to remove Canine Bella from actively working on road patrol. We have since kept Canine Bella as a public relations service dog but in my opinion, the money we spend on food and medical care for Canine Bella could be used for the same reason on a canine that we could train and use on road patrol and in public relations. As mentioned above, Canine Bella was adopted from a shelter and I know we could find a replacement from the same type of shelter at this time.

I have obtained an agreement that the Town of Lady Lake used to transfer ownership of a retired Police Canine to one of their handlers. I went through the agreement and transferred it to fit our need. Please take a look at this agreement that is attached to this email.

Interim Chief Erik D Luce

A handwritten signature in black ink, appearing to be "Erik D. Luce", written over a horizontal line.

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Mirror Lake Village Project Discussion		
For the Meeting of:	February 28, 2019		
Submitted by:	City Attorney/City Manager/Community Development Director		
Date Submitted:	February 19, 2019		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:	Discussed at the April 12, 2018 regular meeting.		
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

March 26, 2018

VIA EMAIL AND U.S. MAIL

City of Fruitland Park
Attn: Mr. Gary La Venia, City Manager
506 W. Breckman Street
Fruitland Park, FL 34731

Re: Mirror Lake Village Storm Water Ponds

Dear Mr. La Venia

The Mirror Lake Village PUD (a.k.a. Fruitland Estates) is a two (2) phase project comprised of a total of 166 single family residential lots (the "Project"). Phase 1 of the Project, consists of 90 developed lots. The storm water ponds serving the entire Project are complete. Phase 2 is undeveloped and is owned by Fruitland Park, LLC, the original developer of the Project. Avex Mirror Lakes, LLC and Avex Homes, LLC are the owners of 70 developed lots in Phase 1 (4 of which have homes under construction). The remaining twenty lots in Phase 1 have been sold to third-party purchasers.

The storm water ponds were originally designed under St. Johns River Water Management District Storm Water Permit No. 40-069-100697-3 in or around August, 2005 (the "Original Permit"). The Original Permit was modified by application dated October 25, 2013 (the "Permit Modification"). The Original Permit, as modified by the Permit Modification (the "Storm Water Permit") assumes development of 6.1 acres of impervious surface on all lots in the Project. As of the date of this letter, it is not clear whether additional capacity exists in the storm water ponds or whether the storm water ponds are performing as designed.

The parties have agreed to allocate so much of the 6.1 acres of impervious surface to Phase 1 of the Project as is necessary to construct homes and associated improvements thereon having between 1,800 and 2,800 square feet of impervious surface which will result in lot coverage exceeding 30 percent. If every lot in Phase 1 of the Project were developed with the maximum impervious surface (which is not contemplated by the parties), Phase 1 would utilize 5.79 acres of impervious surface. The parties agree to seek an amendment to the PUD ordinance for Mirror Lake Village within 30 days from the date of this letter to accomplish the following: (i) increase the ISR from 30% to 50%, (ii) reduce the front setback from 30' to 20', and (iii) eliminate the maximum building coverage requirement. Nothing requires the City Commission to approve an amendment.

In addition, the parties agree to immediately erect a double silt fence around the edge of the spreader pond, and Mr. Marks, on behalf of Phase I owners, along with its engineer, Keith Riddle, will attend a City Commission meeting in April to provide assurance to the City Commission that the parties are working diligently to evaluate, identify, if any, and resolve any storm water management issues.

Finally, the parties agree to continue to have the project engineer evaluate and, in consultation with the City engineer and SJRWMD determine (i) the capacity of the existing storm water ponds, (ii) whether the pond is performing as designed, and (iii) submit revised storm water calculations, plans and necessary applications to the extent the City engineer and SJRWMD deem a modification of the Storm Water Permit necessary to accommodate impervious surface of the Project and any increased ISR, if approved, in Phases 1 and 2. The parties will process such modification no later than 60 days from identifying any issues with the storm water management system and will construct modifications in

accordance to approved plans prior to the impervious surface of the Project exceeding the current capacity of the constructed storm water system. If it has been determined that the maximum impervious surface has already been exceeded due to the capacity of the existing storm water ponds or as a result of the ponds not performing as designed, then the modifications must be constructed prior to any additional construction, with the exception of completing homes already under construction.

It is our understanding that based on the confirmations contained in this letter, the City of Fruitland Park will issue up to 10 additional building permits (a) not exceeding 30% lot coverage, and/or (b) that exceed 30% lot coverage provided we identify for each permit issued a lot in Phase I that will remain undeveloped until such time as the PUD may be amended as set forth above and whereupon the lots identified as "undeveloped" will be automatically released for development. If it is determined that there is sufficient capacity in the ponds and that they are performing as designed, then the City of Fruitland Park will continue to issue building permits in accordance with the terms of the PUD (as may be amended) and all other city and state regulations for issuance of a building permit. We appreciate your efforts to resolve these issues and look forward to working with you bring these matters to a mutually beneficial conclusion.


Avex Homes, LLC and Avex Mirror
Lakes, LLC



Eric B. Marks, President

Sincerely,

Fruitland Park, LLC



Mary Demetree, Manager

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	2019 City Commission Meeting Schedule		
For the Meeting of:	February 28, 2019		
Submitted by:	City Clerk		
Date Submitted:	February 19, 2019		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	No		
Description of Item:	Economic Development City Commission workshop rescheduled at the February 14, 2019 regular meeting		
Action to be Taken:	Determine the date to reschedule the Economic Development workshop.		
Staff's Recommendation:	Approval.		
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Manager Report		
For the Meeting of:	February 28, 2019		
Submitted by:	City Manager		
Date Submitted:	February 19, 2019		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	No		
Description of Item:	Fruitland Park Library discussion regarding a \$10,000 donation in memory of Virgil Bell towards a children's garden.		
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Attorney Report		
For the Meeting of:	February 28, 2019		
Submitted by:	City Attorney		
Date Submitted:	February 21, 2019		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:			
Description of Item:			
Please find below items to report to the City Commission.			
Notice of Claim – James Hartson: No developments to report. The civil allegation complained of allegedly would have occurred April 16, 2016.			
Notice of Claim – Michael Fewless: Administrative Law Judge G.W. Chisenhall has issued Supoenas to the following persons to provide testimony on March 18 and 19, 2019: Sue Parker, Mayor Cheshire, Jeannine Racine, Diane Kolcun, Gary La Venia and the person at the City with the most knowledge concerning Mr. Fewless’ hiring, application, retirement processing, placement on City retirement plan and circumstances concerning his resignation.			
Action to be Taken:			
Staff’s Recommendation:			
Additional Comments:			

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

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments			
For the Meeting of:	February 28, 2019			
Submitted by:	City Clerk			
Date Submitted:	February 20, 2019			
Are Funds Required:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item:	<p>This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.</p> <p>Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.</p>			
Action to be Taken:	None.			
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the agenda: _____
Mayor

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

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

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

Section 3. This Resolution shall become effective immediately upon passage.

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

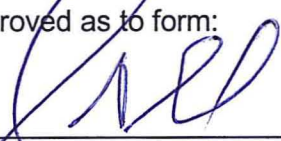
ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney