

**FRUITLAND PARK CITY COMMISSION  
SPECIAL MEETING AGENDA**

**April 16, 2020**

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

**6:00 p.m.**

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

Pledge of Allegiance – Police Chief Erik Luce

**2. ROLL CALL**

**3. CONSENT AGENDA**

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

**(a) Approval of Minutes** (city clerk)

- March 26, 2020 regular meeting and
- February 13, 2020 joint workshop meeting

**(b) Resolution 2020-018 - Calling for Regular Election – Districts 3,4, and 5** (city attorney/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CALLING FOR A REGULAR ELECTION TO FILL VACANCIES ON THE CITY COMMISSION; SETTING AN ELECTION DATE; NAMING THE VACANCIES TO BE FILLED; ESTABLISHING A POLLING LOCATION; ESTABLISHING A QUALIFYING PERIOD; ESTABLISHING ELECTION PROCEDURES; PROVIDING FOR ELECTION ARRANGEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**4. SPECIAL AGENDA**

**(a) MuniTemps Agreement – Discussion** (city attorney/city manager/city clerk)

MuniTemps agreement discussion.

**PUBLIC HEARING**

**(b) Second Reading and Public Hearing – Ordinance 2020-003 Solid Waste Rates Increase** (city attorney/city manager/city treasurer)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 99.40 TO INCREASE THE SOLID WASTE RATES BY 2% WITH RATES EFFECTIVE AS OF JANUARY 1, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on March 26, 2020.)

**QUASI-JUDICIAL PUBLIC HEARING**

**(c) Second Reading and Public Hearing – Ordinance 2020-002 – CUMC Rezoning - Petitioner: Community United Methodist Church of Fruitland Park Inc.** (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 0.28 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF WEST FOUNTAIN STREET AND EAST OF COLLEGE AVENUE FROM SF MEDIUM DENSITY (R-2) TO THE DESIGNATION OF PUBLIC FACILITIES DISTRICT (PFD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on March 26, 2020.)

**END OF QUASI-JUDICIAL PUBLIC HEARING**

**END OF PUBLIC HEARING**

**5. OFFICERS' REPORTS**

**(a) City Manager**

**i. Economic Development Status Update**

**ii. COVID-19 Status Update and Declaration of Local State of Emergency**

- (b) City Attorney**
  - i. Notice of Claim – James Hartson**
  - ii. City of Fruitland Park v. T. D. Burke**
  - iii. City of Fruitland Park v. State of Florida Department of Management Services**
  - iv. Michael and Laurie Fewless v. City of Fruitland Park**

**6. PUBLIC COMMENTS**

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

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.

**7. COMMISSIONERS' COMMENTS**

- (a) Commissioner Mobilian**
- (b) Commissioner DeGrave**
- (c) Commissioner Bell**
- (d) Vice Mayor Gunter, Jr.**

**8. MAYOR'S COMMENTS**

**9. ADJOURNMENT**

**DATES TO REMEMBER**

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

April 23, 2020 regular - CANCELLED

May 14, 2020 regular

May 28, 2020 regular

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**

**CITY OF FRUITLAND PARK  
CONSENT AGENDA ITEM SUMMARY SHEET  
Item Number: 3a&b**

**ITEM TITLE:** Draft Regular and Joint Workshop Meeting Minutes and Resolution 2020-018

**For the Meeting of:** April 16, 2020

**Submitted by:** City Clerk

**Date Submitted:** April 10, 2020

**Funds Required:** None

**Account Number:** N/A

**Amount Required:** N/A

**Balance Remaining:** N/A

**Attachments:** Yes, draft minutes, proposed Resolution 2020--018 and Qualifying Notice

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

- (a) March 26, regular and February 13, 2020 joint workshop meeting minutes and
- (b) Resolution 2020-018, Calling for Regular Election, Districts 3, 4, and 5, and

**Action to be Taken:** **Approve the consent agenda**

**Staff's Recommendation:** Approval

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

**FRUITLAND PARK CITY COMMISSION REGULAR  
MEETING MINUTES**

**March 26, 2020**

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

**6:00 p.m.**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, March 26, 2020 at 6:00 p.m.

**Members Present:** Mayor Chris Cheshire, Commissioners Patrick DeGrave and John Mobilian. Vice Mayor John L. Gunter, Jr. and Commissioner Christopher Bell were present by telephonic conference call.

**Also Present:** City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Lieutenant Henry Rains, Police Department; Deputy Fire Chief Tim Yoder, Tracy Kelley, Community Development Department Director, and City Clerk Esther B. Coulson.

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

**ACTION:** 6:00:23 PM Mayor Cheshire called the meeting to order and Lieutenant Rains led in the Pledge of Allegiance to the flag.

**2. ROLL CALL**

**ACTION:** 6:01:18 PM Mayor Cheshire requested that Ms. Coulson call the roll and a quorum was declared present.

**3. CONSENT AGENDA**

**Approval of Minutes – March 12, 2020 regular meeting.**

**ACTION:** 6:01:08 PM **On motion of Commissioner DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the consent agenda.**

**4. REGULAR AGENDA**

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

**PUBLIC HEARING**

**(a) First Reading and Public Hearing – Ordinance 2020-003 Solid Waste Rates Increase**

After Ms. Geraci-Carver read into the record proposed Ordinance 2020-003, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 99.40 TO INCREASE THE SOLID WASTE RATES BY 2% WITH RATES EFFECTIVE AS OF JANUARY 1, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on April 16, 2020.)

**ACTION:** 6:01:29 PM After discussion a motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission approve Ordinance 2020-003 as previously cited.

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

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

#### END OF PUBLIC HEARING

#### QUASI-JUDICIAL PUBLIC HEARING

- (b) **First Reading and Quasi-Judicial Public Hearing – Ordinance 2020-002 – CUMC Rezoning – Petitioner: Community United Methodist Church of Fruitland Park Inc.**

After Ms. Geraci-Carver read into the record the title of the following proposed Ordinance 2020-002 and swore in Ms. Kelley who intended to testify, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 0.28 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF W. FOUNTAIN STREET AND EAST OF COLLEGE AVE. FROM SF MEDIUM DENSITY (R-2) TO THE DESIGNATION OF PUBLIC FACILITIES DISTRICT (PFD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on April 16, 2020.)

**ACTION:** 6:04:03 PM After Ms. Kelley described the subject item, a motion was made by Commissioner Bell and seconded by Commissioner Gunter that the city commission approve the previously cited Ordinance 2020-002.

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

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

### **6. OFFICERS' REPORTS**

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

##### **i. Economic Development Status Update**

Mr. La Venia gave a status update on the 2020 Community Redevelopment Agency Grant Façade Improvement Program Application which will be sent by US mail to small business owners in the city encouraging them to apply.

ACTION: 6:07:27 PM No action was taken.

##### **ii. COVID-19 Status Update**

Mr. La Venia referred to his memorandum dated March 17, 2020 regarding City Hall's Preparation and Protective Actions taken relating to COVID-19; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 6:08:10 PM and 6:14:44 PM **On motion of Commissioner Mobilian, seconded by Commissioner DeGrave and unanimously carried, the city commission approved the city manager's recommendation to hold a special city commission meeting on Thursday, April 16, 2020 and cancel the regularly scheduled meetings on April 9 and 23, 2020 respectively.**

After discussion and **on motion of Commissioner Mobilian, seconded by Commissioner DeGrave and unanimously carried, the city commission approved waiving the delinquent fee, following the March 10, 2020 billing date for water services and approved waiving the meter disconnection fee until the conclusion of the Coronavirus Disease 2019 pandemic.**

#### **(b) City Attorney**

##### **i. Notice of Claim – James Hartson**

Ms. Geraci-Carver reported that there is nothing to report on the James Hartson notice of claim.

ACTION: 6:15:40 PM No action was taken.



ii. **City of Fruitland Park v. T. D. Burke**

Ms. Geraci-Carver referred to the discovery issued related to T. D. Burke's case and anticipated receiving answers where the city would be in a position to prepare a motion for a summary judgement and not proceed with a trial.

ACTION: 6:15:40 PM No action was taken.

iii. **City of Fruitland Park v. State of Florida Department of Management Services**

Ms. Geraci-Carver reported on correspondence she observed during the week on the State of Florida Department of Management Services where a June or July 2020 hearing was set and that it would be postponed.

ACTION: 6:16:03 PM. No action was taken.

iv. **Michael and Laurie Fewless v. City of Fruitland Park**

With respect to the Michael and Laurie Fewless' case, Ms. Geraci-Carver reported on the closure of the courts; recognized that Mr. Glenn Thomas, Lewis, Longman & Walker P.A. (attorney retained by the city), is working on the motion to dismiss (difficult to attain at this time due to the court system), and referred to the discovery responses received by the city.

ACTION: 6:16:20 PM. No action was taken.

7. **PUBLIC COMMENTS**

There were no public comments at this time.

ACTION: 6:16:53 PM. No action was taken.

8. **COMMISSIONERS' COMMENTS**

(a) **Commissioner Mobilian - COVID-19 Food Banks**

Commissioner Mobilian recognized a food pantry's struggle to meet the growing needs of the community and questioned the city's assistance

Mayor Cheshire acknowledged the March 22, 2020 Daily Commercial newspaper article *Like Pantries Work to Keep up with Increased Demands*; identified the food pantries in the city, and suggested donating extra food as the best method for residents is to which Ms. Geraci-Carver pointed out the Second Harvest Food Bank of Central Florida where donations can be made for pennies on the dollar.

[https://www.feedhopenow.org/site/Donation2?idb=0&df\\_id=5423&mfc\\_pref=T&5423.donation=form1&s\\_src=hometext&s\\_subsrc=link\\_coronavirus](https://www.feedhopenow.org/site/Donation2?idb=0&df_id=5423&mfc_pref=T&5423.donation=form1&s_src=hometext&s_subsrc=link_coronavirus)

Lieutenant Rains described the Lake County Schools providing free take-home meals to Fruitland Park Elementary school students during March 23 to 27, 2020.

ACTION: 6:17:00 PM. No action was taken.

**(b) Commissioner DeGrave**

Commissioner DeGrave stated that had no comments at this time.

ACTION: 6:19:38 PM. No action was taken.

**(c) Commissioner Bell - COVID-19**

Commissioner Bell referred to Mr. La Venia's remarks regarding the success in channels of communication pertaining to COVID-19 among the cities, counties, state and federal agencies.

ACTION: 6:19:42 PM. No action was taken.

**(d) Vice Mayor Gunter, Jr. – COVID-19**

Vice Mayor Gunter voiced his concurrence with Commissioner Bell's statements and reminded everyone on the mandatory safety precautions.

ACTION: 6:20:24 PM. No action was taken.

**9. MAYOR'S COMMENTS**

**(a) Dates to Remember**

- April 9, 2020 regular meeting at 6:00 p.m. CANCELLED,
- April 16, 2020 special meeting at 6:00 p.m., and
- April 23, 2020 regular meeting at 6:00 p.m. CANCELLED

ACTION: 6:20:40 PM. No action was taken.

**(b) COVID-19**

Mayor Cheshire mentioned his constant communication with Mr. La Venia regarding the COVID-19 events and commended the employees on a job well done.

ACTION: 6:20:53 PM. No action was taken.

**10. ADJOURNMENT**

The meeting adjourned at 6:21 p.m.

The minutes were approved at the April 16, 2020 special meeting.

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

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

**FRUITLAND PARK CITY COMMISSION AND PLANNING AND ZONING BOARD  
JOINT WORKSHOP MEETING MINUTES**

**February 13, 2020**

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

**6:00 p.m.**

A joint workshop meeting of the Fruitland Park City Commission and the Planning and Zoning (P&Z) Board was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, February 13, 2020 at 6:00 p.m.

**Commission Members Present:** Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Patrick DeGrave, and John Mobilian; **P&Z Board Members:** Vice Chair Phillip Pearle, Fred Collins, Dan Dicus, and Walter Birriel.

**Members Absent:** Al Goldberg, P&Z Board

**Also Present:** City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce, Community Development Director Tracy Kelley; Library Director Jo Ann Glendinning; Parks and Recreation Director Michelle Yoder; Deputy Fire Chief Tim Yoder, Fire Department; Human Resources Director Diana Kolcun; Terry Ribble, Assistant Public Works Director; and City Clerk Esther B. Coulson.

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

**ACTION:** 6:00:23 PM After Mayor Cheshire called the meeting to order, Reverend Jerry Kingery, Heritage Community Church, gave the invocation and Police Chief Luce led in the Pledge of Allegiance to the flag.

**2. ROLL CALL**

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

**ACTION:** 6:01:44 PM, 6:11:32 PM, and 6:20:02 PM. No action was taken; however, later in the meeting, Mayor Cheshire recognized the presence of the Scout Master Troop 143 at this evening's workshop and indicated that their presentation on the community merit badge will be held at the February 27, 2020 regular meeting.

It being further into the meeting, Mayor Cheshire recognized the presence of District 2 School Board Member Dr. Kristi Burns who will be attending the P&Z Board meetings as a non-voting board member to the P&Z Board.

**3. PROCLAMATION – Memoriam – “Dale Bogle Day”**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming February 13, 2020 as *Dale Bogle Day*; extended deepest condolences to his family and loved ones, and joined the community to honor Dale's selfless devotion and

dedicated hard work where his legacy will live on in memories for many years to come knowing that through his accomplishments, too numerous to mention, commission is privileged to have known that he had left the city in a better place.

ACTION: 6:05:00 PM Mrs. Terri Bogle accepted the proclamation with gratitude.

Upon Mayor Cheshire's suggestion and **by unanimous consent, the city commission and planning and zoning board approved dedicating the naming of the future public works building as *The Dale Bogle Public Works Building*.**

#### 4. **LAND DEVELOPMENT REGULATIONS**

Mayor Cheshire recognized the land development regulations (LDRs) to be in order at this day's meeting.

ACTION: 6:11:49 PM **By unanimous consent, the city commission and planning and zoning board agreed to take the following items out of order on this evening's agenda and accepted the suggestion by LPG Urban Planners Inc. to review the following chapters:**

- **Chapter 150, General Provisions**  
Mr. Beliveau noted the changes under Chapter 150, General Provisions.
- **Chapter 151, Definitions Interpretations**  
Mr. Beliveau explained that changes under Chapter 151, Definitions Interpretations are forthcoming.
- **Chapter 152, Administration**  
Mr. Beliveau did not address Chapter 152, Administration.
- **Chapter 153, Concurrency Management System**  
Mr. Beliveau noted the following changes under Chapter 153, Concurrency Management System; namely, updates to the comprehensive plan where the Florida Legislature removed concurrency from the regulation; thus, the public schools provision -- already referenced -- was relocated to subsection 153.020: a) 6), and section 5.3 of the interlocal agreement with the Lake County School Board references the requirement for the city to coordinate with the board on all proposed residential projects where such process is already outlined under subsection 153.040:a)2)b)2), school concurrency determination procedures of the LDRs.
- **Chapter 157, Subdivisions and Plats**  
Mr. Beliveau announced that the provisions under Chapter 157, Subdivisions and Plats were reviewed by Ms. Geraci-Carver, LPG Urban Planners, and Booth Ern Straughan & Hiott Inc. (BESH) (engineers, surveyors, land planners consultants retained by the city) who have since made revisions on the review process and procedures as well as code requirements as mandated by Florida Statutes.

- **Chapter 158, Stormwater**

Mr. Beliveau reported that Chapter 158, Stormwater has been updated to reference the St. John's River Water Management District's (SJRWMD's) guidelines as requested at the September 26, 2019 joint workshop and indicated that a more stringent language on the new maintenance bond has been included.

- **Chapter 159, Utilities**

Mr. Beliveau relayed Ms. Coulson's reference to the oil and grease management program addressed under Grease Traps Ordinance 2010-002; Grease Trap Maintenance/Replacement Liens Ordinance 2015-022 and Sewer Grease Traps Discharge Regulation Ordinance 2015-005 and confirmed that he and staff will review with BESH to include same.

- **Chapter 161, Building and Fire Codes**

Mr. Beliveau explained that Chapter 161, Building and Fire Codes were revised to reference the fire and building codes *as adopted by the city commission*. He indicated that any changes made by the city commission would not impact the LDRs but would reference the city commission's actions; recognized the number of fire code subcategory items that the city should also be implementing, and emphasized the need for said items to be reviewed, updated and adopted.

Mr. La Venia addressed the need to eliminate weather radios under subsection 161.020 d) i) and indicated that Mr. "Jeff" Jeffry Gerling, the building official retained by the city, ought to be contacted in that regard.

After discussion, Commissioner Bell recognized the implementation of the Public Alert Certified Weather Radio Installation following the 2007 aftermath of the tornados that destroyed the Town of Lady Lake and Mayor Cheshire, in acknowledging current technology, recalled the advent of same after The Villages joined the Fruitland Park area where weather radios were to be installed in their homes.

- **Chapter 165, Environmental Protection Regulations**

Mr. Beliveau referenced the changes under Chapter 165, Environmental Protection Regulations as it pertained to the new environmental laws and controls and permit requirements under SJRWMD.

- **Chapter 154, Zoning District Regulations**

As a result of the major modifications in the comprehensive plan, Mr. Beliveau reviewed the changes under Chapter 154, Zoning District Regulations and noted the text changes he made as a result of an earlier meeting he had with Ms. Coulson.

Mr. Beliveau outlined the language under subsection 154:030:d) 1) A) iii) customary accessory structures - referencing sizes and square footage which were removed and addressed his intent to review same under Chapter 156, Miscellaneous Regulations - Accessory Uses and Structures. He pointed out discussions held at the August 10, 2019

joint workshop relating to accessory structures and accessory dwelling units and defined and outlined the stipulations of same in the code.

With respect to subsection 154:030: d) 8) B), iv), C-2 “General Commercial”, Mr. Beliveau reviewed the removal of mobile home sales, motor vehicle and boat storage facilities, motor vehicle dealer sales, and motor vehicle sales as principal uses; noted the placement of same in the special exceptions use category, and identified the only place of such principal uses to be industrial.

**ACTION: 6:20:19 PM By unanimous consent, the city commission and planning and zoning board accepted the changes under Chapter 154, Zoning District Regulations as previously cited.**

**ACTION 6:24:51 PM By unanimous consent, the city commission and planning and zoning board permitted the public to be heard at this evening’s workshop.**

Mr. Tim Coates, City of Fruitland Park resident, voiced concerns on the zoning changes and the property located on Dixie Avenue zoned as C-2 and C-3. He referred to a 1995 document with the city from a previous owner depicting a fence line on 801-806 South Dixie Avenue and showing the zoning designation as C-2 and indicated that he does not want his rights to be removed.

Mayor Cheshire suggested that Mr. Coates meet with Mr. La Venia and Ms. Kelley to resolve his concerns as the LDRs are being reviewed at this evening’s meeting.

- **Chapter 156, Miscellaneous Regulations**

Mr. Beliveau reviewed the changes where all the sizes of accessory structures under subsection 154:030:d) 1) A) iii) Zoning District Regulations, were relocated to subsection 156:010: e), Accessory Uses and Structures, Size Limitations.

Mr. Beliveau questioned placing limitations on accessory dwelling; regulating lot size maximum coverage areas, or leaving the language on accessory dwellings, with amendments, where the maximum size of accessory dwellings are 600 square feet or 40 percent of the principal structure. He recognized that there is no maximum size for accessory structures which are garages as they are strictly based on available lot coverage to which Mr. La Venia interjected are limited by the amount of lot coverage by impervious surface.

Mr. Beliveau pointed out the proposed accessibility dwelling unit impact fee ordinance for consideration before the Lake County Board of County Commissioners February 25, 2020 regular meeting which will create a new section on the waiver or deferral of educational impact fees for accessory dwelling units and noted the language . . . *a self-contained dwelling with its own entrance, cooking accommodations, and complete bathing facilities, which shares a parcel or lot with a single-family dwelling unit. An Accessory Dwelling Unit may be attached or detached to the primary*

*residence and must remain under the same ownership as the primary dwelling. An Accessory Dwelling Unit shall not exceed 800 square 12 feet . . . .*

**ACTION: 6:27:07 PM and 7:42:18 PM** After extensive deliberations and **by unanimous consent, the city commission and planning and zoning board directed LPG Urban Planners Inc. to amend the provisions under Section 156.010, Accessory Uses and Structures to include a standalone accessory structure or accessory dwelling unit of 600 square feet not to be rented or sold with the proviso of three percent of the main structure that allows for 25 square feet home equivalent to approximately 1,000 square feet and the primary structure to be initially up to 1,250 square feet. Further, the city commission and planning and zoning board accepted the city attorney’s statements to consider a special exception use and site plan review as an attachment to the property with the respective site plan to be subject to review by the governing body.**

Later in the meeting and after Mayor Cheshire referred to references relating to tennis courts under subsection 156.030: e) 5) A), Exemptions and Structure and subsection 156.040: a) In General and upon Commissioner DeGrave’s suggestion, **the city commission and planning and zoning board agreed to replace the words “tennis courts” with “recreational courts”.**

- **Chapter 168, Variance Procedures**  
Mr. Beliveau highlighted the changes under Chapter 168, Variances Procedures.
- **Chapter 155, Conditional Uses and Special Exceptions**  
Mr. Beliveau did not address Chapter 155, Conditional Uses and Special Exceptions.
- **Chapter 160, Site Development Plan Approval**  
Mr. Beliveau did not address Chapter 160, Site Development Plan approval.
- **Chapter 162, Transportation Standards**  
Mr. Beliveau did not address Chapter 162, Transportation Standards.
- **Chapter 163, Sign Regulations**  
Mr. Beliveau outlined the changes to Chapter 163, Sign Regulations to be based on the consensus reached at the September 26, 2019 joint workshop on the drafting of language where the change of occupancy would trigger the signage on the building structure and not the freestanding monument (multi-tenant) sign for the street frontage allowing up to five years and recognized that under subsections 163:050: b) there are no limitations on sunsetting nonconforming signs which is implemented upon transfer of property ownership.

**ACTION: 6:55:43 PM and 7:37:45 PM** After lengthy discussions and upon Commissioner DeGrave’s suggestion, **the city commission and planning and zoning board, by unanimous consent, directed the city attorney, prior to changing the time period, to research and report back, under subsections 163:050 b) 4) and**

**163:050 b) 5), the continuance of nonconformities, the time frame to comply and the meeting of current standards on the change of use and occupancy/tenancy or ownership of a nonconforming monument sign structure.**

After discussion and upon Mayor Cheshire's suggestion, the city commission and planning and zoning board, by unanimous consent, agreed that the provisions under subsection 163.050:c)1), repairs, maintenance and improvements be addressed after the city attorney has submitted her findings.

Under subsection 163.050:c)2), Mr. Beliveau referred to the addition of language.

Following much discussion, Mr. Beliveau pointed out the direction at the September 26, 2019 joint workshop meeting regarding subsection 163.070: c)1)x)a), Shopping Centers/Multi-Unit Complexes and staff's redefinition of same.

**ACTION: 7:28:45 PM It now being 7:30 p.m. and by unanimous consent, the city commission and planning and zoning board agreed to continue the joint workshop and complete the remaining items on this evening's agenda before adjourning to convene to the special city commission meeting.**

Following Commissioner DeGrave's inquiry, Mr. Beliveau acknowledged the change made under subsection 163.070:c) 1) vii), permanent signs.

After discussion and in response to concerns voiced by Commissioner DeGrave to subsection 163.040:21, where he has identified signs placed on unused vehicles for the purpose of advertising which are visible from the right-of-way, Ms. Geraci-Carver indicated that she will review the matter further and report back.

Later in the meeting and Mayor Cheshire referred to his concerns raised at the November 14, 2019 regular city commission meeting regarding distraction of digital signs within the city to motorists.

After much discussion, Mr. Beliveau pointed out the changes under subsection 163.020: c) 11), application for permit and agreed to add provisions relating to brightness.

### **Chapter 164, Landscape Requirements and Tree Protection**

Mr. Beliveau referred to the city commission's position at its August 2, 2018 workshop regarding the removal provisions under Tree Protection Landscape Ordinance 2008-015; distributed the tree removal and mitigation requirements and tree map for review, and indicated that the city's code does not address development as they only need to meet the landscape requirements and do not have to replace the trees when they are removed. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)



- **Chapter 166, Wellfield and Aquifer Protection**  
Mr. Beliveau did not address Chapter 166, Wellfield and Aquifer Protection.
  
- **Chapter 167, Historic and Archaeological Resource Protection**  
Mr. Beliveau did not address Chapter 167, Historic and Archaeological Resource Protection.

Mr. Beliveau did not address the following Appendices:

- **Appendix 1, Road Functional and Classification Trip Generation**
- **Appendix 2, Water and Sewer Utilities Standard Specifications**
- **Appendix 3, Vegetative Community Descriptions**
- **Appendix 4, Sample Design Standards**

**4. OTHER BUSINESS**

There was no further business to come before the joint workshop at this time.

**5. ADJOURNMENT**

**The meeting adjourned at 7:44 p.m.**

The minutes were approved at the April 16, 2020 special meeting.

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

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

## RESOLUTION NO. 2020-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CALLING FOR A REGULAR ELECTION TO FILL VACANCIES ON THE CITY COMMISSION; SETTING AN ELECTION DATE; NAMING THE VACANCIES TO BE FILLED; ESTABLISHING A POLLING LOCATION; ESTABLISHING A QUALIFYING PERIOD; ESTABLISHING ELECTION PROCEDURES; PROVIDING FOR ELECTION ARRANGEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Fruitland Park enacted Ordinance 2015-024 establishing five district numbers differentiating five commission districts to be placed on an election ballot; and

**WHEREAS**, the term of office of Commissioner, currently held by Chris Cheshire, seated as District 3, expires in November of 2020; and

**WHEREAS**, the term of office of Commissioner, currently held by John L. Gunter Jr., seated as District 4, expires in November of 2020; and

**WHEREAS**, the term of office of Commissioner, currently held by Chris Bell, seated as District 5, expires in November of 2020; and

**WHEREAS**, the City Commission of the City of Fruitland Park desires to establish dates for a qualifying period, the polling locations and date, and to provide for election arrangements and procedures; and

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

**Section 1.** A Primary Election will be held on Tuesday, August 18, 2020, if necessary, and a General Election will be held on Tuesday, November 3, 2020.

**Section 2.** The Commission Seats, Districts 3, 4, and 5, respectively, to be filled for a term of four (4) years, by regular election, shall be that currently held by Commissioners Cheshire, Gunter and Bell.

**Section 3.** The electors of the City of Fruitland Park shall be polled at

- Lake County Voting Precinct 20, Moyer Village Recreation Center, 3000 Moyer Loop, The Villages, Florida;
- Lake County Voting Precinct 25, Community United Methodist Church, 309 College Avenue, Fruitland Park, Florida; and
- Lake County Voting Precinct 67, Calvary Baptist Church, 3720 Eagles Nest Road, Fruitland Park, Florida.

**Section 4.** The qualifying period for the election shall commence at 12:00 noon on Monday, June 8, 2020 and end at 12:00 noon on Friday, June 12, 2020.

**Section 5.** The election shall be conducted in accordance with the applicable provisions of the City of Fruitland Park's Charter and Code of Ordinances, and Florida Statutes.

**Section 6.** The City Clerk shall make all necessary election arrangements with the Supervisor of Elections for Lake County.

**Section 7.** This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park.

PASSED AND RESOLVED this 16<sup>th</sup> day of April 2020, by the City Commission of the City of Fruitland Park, Florida.

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City of Fruitland Park  
Chris Cheshire, Mayor

Attest:  
Esther B. Coulson, City Clerk

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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 Moblian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

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Anita Geraci-Carver, City Attorney

# NOTICE OF QUALIFICATION OF THE 2020 ELECTION OF THE CITY OF FRUITLAND PARK

I, CHRIS CHESHIRE, Mayor of the City of Fruitland Park, Florida, pursuant to Section 34-19, Code of Ordinances of the City of Fruitland Park, do hereby give notice that a Primary Election will be held on Tuesday, August 18, 2020, if one is necessary, and that a General Election will be held on Tuesday, November 3, 2020, for the purpose of electing three commissioners. The Commission Seats, Groups 3, 4, and 5 respectively to be filled for a term of four (4) years, by regular election, shall be that currently held by Chris Cheshire, John L. Gunter Jr., and Chris Bell. The electors of the City of Fruitland Park shall be polled at Lake County Voting Precinct 20, Moyer Village Recreation Center, The Villages, Florida, Lake County Voting Precinct 25, Community United Methodist Church, 309 College Avenue, Fruitland Park, Florida, and Voting Precinct 67, Calvary Baptist Church, 3740 Eagles Nest Road, Fruitland Park, Florida.

The qualifying period shall commence at 12:00 p.m. noon on Monday, June 8, 2020 and end at 12:00 p.m. noon on Friday, June 12, 2020. An application to qualify may be obtained at the Office of City Clerk, 506 West Berckman Street, Fruitland Park, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Fruitland Park to be affixed, at City Hall, in Fruitland Park, this 16<sup>th</sup> day of April 2020.

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City of Fruitland Park  
Chris Cheshire, Mayor

Attest:

SEAL

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Esther B. Coulson, City Clerk

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 4a**

**ITEM TITLE:** MuniTemps Agreement Discussion  
**For the Meeting of:** April 16, 2020  
**Submitted by:** City Attorney/City Manager/City Clerk  
**Date Submitted:** April 9, 2020  
**Funds Required:** Yes (allocated in the FY 2019/20 Budget)  
**Account Number:** 01512, 10110, Executive  
**Amount Required:**  
**Balance Remaining:**  
**Attachments:** Municipal Services Agreements

**Item Description:** An agreement with Government Staffing Services Inc., (dba MuniTemps) to recruit, screen and interview experienced municipal employees.

The city clerk is seeking an alternative means to retain a deputy city clerk, which is vacant. Before proceeding with MuniTemps' proposal, where they would reach out within its network of qualified municipal clerks and submit confirmed candidates for the position, there is a need to address the indemnification clause suggested by the city attorney.

**Action to be Taken:** City commission's discretion.

**Staff's Recommendation:**

**Additional Comments:** The position was advertised in the Daily Commercial and still is on the website of Florida League of Cities and Florida Association of City Clerks.

**City Manager Review:** Yes

**Mayor Authorization:** Yes



## Municipal Staffing Agreement

**GOVERNMENT STAFFING SERVICES, INC.**, dba **MuniTemp's**, with principal office located at 14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638. Our corporate correspondence **Mailing Address is PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **CITY OF FRUITLAND PARK**, with its principal municipal office located at **506 W. Berckman St., Fruitland Park, FL 34731** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

### **STAFFING FIRM's Duties and Responsibilities**

1. STAFFING FIRM is an independent contracting firm with its own employees and will:
  - a. Recruit, screen, interview, and assign its own employees ("Assigned Employees") to perform the type of work described on [Exhibit A](#) under CITY's supervision at the locations specified on [Exhibit A](#);
  - b. Pay Assigned Employees' wages every two weeks and provide them with the benefits that STAFFING FIRM offers to them;
  - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

### **CITY's Duties and Responsibilities**

2. CITY will:
  - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
  - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
  - c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
  - d. Not change Assigned Employees' job duties without STAFFING FIRM's express advance written approval; and

- e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits without the advance written approval of STAFFING FIRM.
- f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as "additionally insured".

### **Payment Terms, Bill Rates, and Delinquent Invoice Charges**

- 3. CITY will direct its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks upon receipt when supported by an approved bi-weekly timesheet or email certification of hours worked, signed by authorized CITY staff, at the hourly bill rates set forth on the [Exhibit A](#) attached to this Agreement. STAFFING FIRM shall email invoices to CITY for services provided under this Agreement on a [Bi-Weekly](#) basis. CITY shall sign STAFFING FIRM timesheets every other Friday by 6pm, as shown in [Exhibit B](#), to allow STAFFING FIRM employees to be paid timely every two weeks. **CITY agrees to pay a LATE FEE of 10% of the invoice due on the 31<sup>st</sup> day following the date of the invoice.**
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to other City Departments if so directed by the CITY, however, **CITY shall NOT allow Accounts Payable or any City Department to delay payment of STAFFING FIRM invoices when said invoices are supported by a signed bi-weekly timesheet or email certification of hours worked.**
- 5. STAFFING FIRM may assign two classes of Employees to the CITY: (1) **Salary**, which are employees exempt from overtime pay, and (2) **Non-Salary**, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the CITY. The Bi-Weekly invoice for Salary employees is billed at a flat rate as approved in the attached [Exhibit "A"](#). The Bi-Weekly invoice for Non-Salary employees is billed at an hourly rate as shown in the attached [Exhibit "A"](#). The hourly bill rate for Non-Salary employees will be **billed at premium bill rates only if CITY directs STAFFING FIRM employees to work "outside" the work schedule approved in advance by CITY and STAFFING FIRM**, which would trigger the overtime or double time hours at the premium bill rates approved by CITY in advance in the attached [Exhibit "A"](#).

### **Confidential Information**

- 6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

### **Cooperation**

- 7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

**Indemnification and Limitation of Liability**

8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
12. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**Miscellaneous**

13. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective after termination or renewal of this Agreement.
14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
16. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.




18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
19. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
20. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
22. The provisions of this agreement shall be entered into according to the laws of the State of Florida.

**Term of Agreement**

23. This Agreement shall remain valid until terminated by either party upon **7 days** written notice. The **Exhibit "A"** can be terminated upon **1 day** written notice.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.**

CITY OF FRUITLAND PARK	GOVERNMENT STAFFING SERVICES, INC.
Signature	Signature 
Printed Name	Printed Name John Herrera, CPA
Title	Title President / CEO
Date	Date 04/10/2020

# TEMP STAFFING REQUEST



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933  
Phone: 1-866-406-6864 • Fax: 1-866-498-6678  
Website: www.munitemps.com

Municipality:	City of Fruitland, FL	Notes
Client Contact:	Esther Coulson	City Clerk
Temp Position:	Deputy City Clerk	TBD
Bill Rate per Hour:	\$30 to \$39	DOE/DOQ
Hours per Week:	40	Regular City Schedule
Start Date:	ASAP	TBD
Expected Duration:	OPEN	As needed

Authorized Signature: \_\_\_\_\_  
City Representative

Today's Date: \_\_\_\_\_ 4/1/2020

City will not hire candidates presented by MuniTemps, either as direct employee, as independent contractor, or through any person or firm, **within 180 calendar days of being presented to City**, unless an **18%** of *annualized* salary recruiting fee is paid to MuniTemps. Also, if MuniTemps presents a candidate that has already been presented to the City, either by another person or firm, or by the candidate directly, the City agrees to notify MuniTemps within 24 hours and provide date-stamped documentation that MuniTemps was not the first to present the candidate if City decides to hire the MuniTemps candidate through another party. This requirement shall remain effective for 180 days from the date candidates are presented to the City by MuniTemps.

Candidates identified by City as of today (if any. If none, please use "n/a"): \_\_\_\_\_

**ADDENDUM TO MUNICIPAL STAFFING AGREEMENT WITH  
GOVERNMENT STAFFING SERVICES INC.**

This Addendum is added to the Municipal Staffing Agreement between Government Staffing Services, Inc., dba MuniTemps®, with principal office located at 14241 E. Firestone Boulevard, Suite 400, La Mirada, CA 90638 (“STAFFING FIRM”) and the City of Fruitland Park, with its principal municipal office located at 506 W. Berckman Street, Fruitland Park, Florida 34731 (“CITY”).

"IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 360 6790, [ecoulson@fruitlandpark.org](mailto:ecoulson@fruitlandpark.org), 506 West Berckman Street, Fruitland Park, Florida 34731."

**By signing, you agree that you have read, understand and will comply with all terms, conditions and statements listed.**

**This Agreement must be approved by a Government Staffing Services Authorized Officer.**

**City of Fruitland Park**

**Government Staffing Services, Inc.**

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

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

\_\_\_\_\_  
Date



## Municipal Staffing Agreement

**GOVERNMENT STAFFING SERVICES, INC.**, dba **MuniTemp's**, with its Corporate Mailing Address at **MuniTemp's Corporate Lockbox, PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **CITY OF GROVELAND**, with its principal municipal office located at **156 S. Lake Avenue, Groveland, FL 34736** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

### STAFFING FIRM's Duties and Responsibilities

#### 1. STAFFING FIRM will:

- a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on [Exhibit A](#) under CITY's supervision at the locations specified on [Exhibit A](#);
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

### CITY's Duties and Responsibilities

#### 2. CITY will:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
- e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

- f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as "additionally insured".

**Payment Terms, Bill Rates, and Fees**

3. CITY will pay STAFFING FIRM for its performance at the rates set forth on [Exhibit A](#) and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CITY for services provided under this Agreement on a [Semi-Monthly](#) basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CITY's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.
4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to any designated Department of the CITY.
5. STAFFING FIRM may assign two classes of Employees at CITY: (1) "Executive" Employees are presumed to be exempt from laws requiring premium pay for overtime, holiday work, or weekend work. These Employees are assigned on a fixed monthly salary contract which will be paid and pro rated on a bi-weekly pay cycle. When assigned Employee completes project at CITY, CITY will be required to pay the pro rated amount of the monthly salary contract agreed to in Exhibit A as of the full week ending **last day worked at the CITY.** (2) "Non-Executive" Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment to CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY's **special billing rate for premium hours** will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CITY will be billed at 150% of the regular bill rate.)

**Confidential Information**

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

**Cooperation**

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

**Indemnification and Limitation of Liability**

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused

by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

#### **Miscellaneous**



14. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 9 - 13 shall remain effective after termination or renewal of this Agreement.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.

- 21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- 23. The provisions of this agreement shall be entered into according to the laws of the State of Florida.

**Term of Agreement**

- 24. This Agreement shall remain valid until terminated by either party upon **7 days** written notice. The **Exhibit "A"** can be terminated upon **1 day** written notice.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.**

<hr/> <p><b>CITY OF GROVELAND</b></p> <hr/>  <hr/> <p>Signature</p> <hr/> <p>Rodney D. Lucas</p> <hr/> <p>Printed Name</p> <hr/> <p>Interim City Manager</p> <hr/> <p>Title</p> <hr/> <p>2/14/17</p> <hr/> <p>Date</p>	<hr/> <p><b>GOVERNMENT STAFFING SERVICES, INC.</b></p> <hr/>  <hr/> <p>Signature</p> <hr/> <p>John Herrera, CPA</p> <hr/> <p>Printed Name</p> <hr/> <p>President / CEO</p> <hr/> <p>Title</p> <hr/> <p>02/13/2017</p> <hr/> <p>Date</p>
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Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933  
Phone: 1-866-406-6864 • Fax: 1-866-498-6678  
Website: www.munitemps.com

Municipality:	City of Groveland, FL	Notes
Client Contact:	Rodney Lucas	Interim City Manager
Interim Position:	Accountant	Scott Gee
Bill Rate per Hour:	\$59.50	
Hours per Week:	Up to 40	Regular City Schedule
Start Date:	2/14/2017	
Expected Duration:	OPEN	Depending on Needs of City.

CITY may hire Scott Gee as its direct employee, as an independent contractor, or through any third party by paying a buyout fee equal to (a) 14% of the annual salary offered by CITY to Scott Gee if he has worked a minimum of 980 hours on MuniTemps' payroll at the CITY, or (b) 5% of the annual salary offered by CITY to Scott Gee if he has worked less than 980 hours on MuniTemps' payroll at the CITY.

City will properly supervise MuniTemps employee(s) performing its work and be responsible for its business operations, services, and intellectual property. City will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MuniTemps employees to operate any vehicle or mobile equipment unless approved by MuniTemps in writing.

**Job Description**

Preparation of daily and monthly general ledger entries. Perform month-end and year-end general ledger closing procedures. Perform monthly bank account and pooled cash reconciliations. Catch up on account receivables and account payables accounts. Related duties as assigned.

**INVOICING INFORMATION:** Let us know who needs to receive a copy of invoices. **Note:** A/P must be copied also.

Name: Rodney Lucas Name: \_\_\_\_\_

Title: Interim City Mgr Title: \_\_\_\_\_

Email: rodney.lucas@groveland-fl.gov Email: \_\_\_\_\_

Authorized Signature:   
City Representative

2/14/17  
Date





## Municipal Staffing Agreement

**GOVERNMENT STAFFING SERVICES, INC.**, DBA MuniTemp's, with its CORPORATE MAILING ADDRESS at PO Box 718, Imperial Beach, CA 91933 ("STAFFING FIRM"), and the **CITY OF PINELLAS PARK**, with its principal office located at 5141 78th Avenue, Pinellas Park, FL 33781 ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

### STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will:
  - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on [Exhibit A](#) under CITY's supervision at the locations specified on [Exhibit A](#);
  - b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
  - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

### CITY's Duties and Responsibilities

2. CITY will:
  - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
  - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
  - c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
  - d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
  - e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

- f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as certificate holder.

#### **Payment Terms, Bill Rates, and Fees**

3. CITY will pay STAFFING FIRM for its performance at the rates set forth on [Exhibit A](#) and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CITY for services provided under this Agreement on a [Semi-Monthly](#) basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CITY's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.
4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to any designated Department of the CITY.
5. STAFFING FIRM may assign two classes of Employees at CITY: (1) "Executive" Employees are presumed to be exempt from laws requiring premium pay for overtime, holiday work, or weekend work. These Employees are assigned on a fixed monthly salary contract which will be paid and pro rated on a bi-weekly pay cycle. When assigned Employee completes project at CITY, CITY will be required to pay the pro rated amount of the monthly salary contract agreed to in Exhibit A as of the full week ending last day worked at the CITY. (2) "Non-Executive" Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment to CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CITY will be billed at 150% of the regular bill rate.)
6. STAFFING FIRM may also provide "direct hire" placement services to the CITY. The recruiting fee for direct hire placement services shall be 15% of annual salary offered to candidates presented if this service is requested.

#### **Confidential Information**

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

#### **Cooperation**

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

**Indemnification and Limitation of Liability**

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. Nothing contained herein shall be construed to be or serve as a waiver or release of any rights of the CITY as to any Party to this agreement, or be a waiver or extension of the CITY's sovereign immunity protection or limitation pursuant to Florida Statute Chapter 768 or otherwise.

**Miscellaneous**

14. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 9 - 13 shall remain effective after termination or renewal of this Agreement.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.


- 19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 20. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- 21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- 23. The provisions of this agreement shall be entered into according to the laws of the State of Florida.

**Term of Agreement**

- 24. This Agreement will be for a **term of 12 months** from the first date on which both parties have executed it. This agreement may be extended for 12 additional months by mutual agreement of both parties. The Agreement may be terminated by either party upon **15 days** written notice to the other party.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.**

**CITY OF PINELLAS PARK**

  
Signature

Michael B. Gustafson

Printed Name

City Manager

Title

09.10.13

Date

**GOVERNMENT STAFFING SERVICES, INC.**

  
Signature

John Herrera, CPA

Printed Name

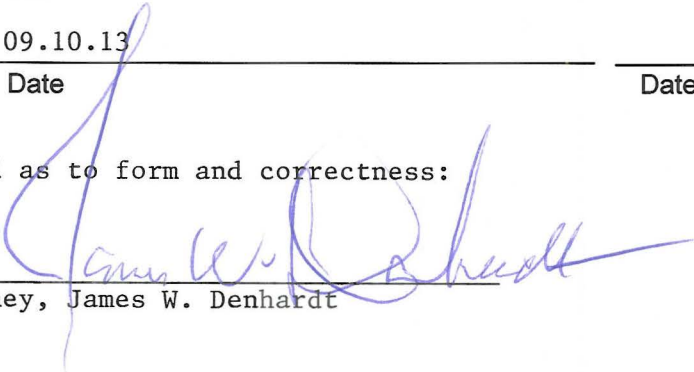
President / CEO

Title

09/09/2013

Date

Approved as to form and correctness:

  
City Attorney, James W. Denhardt

**CITY OF FRUITLAND PARK**  
**AGENDA ITEM SUMMARY SHEET**  
**Item Number: 4b**

**ITEM TITLE:** Second Reading and Public Hearing –  
Ordinance 2020-003 Solid Waste Increase

**For the Meeting of:** April 16, 2020

**Submitted by:** City Treasurer

**Date Submitted:** March 17, 2020

**Funds Required:** N/A

**Attachments:** Proposed Ordinance 2020-003 and Waste  
Management’s Rates

**Item Description:** Proposed Solid Waste Increase Ordinance  
**2020-003** increases solid waste collections and recycling by two percent  
(2%) effective January 1, 2020 according to Waste Management Inc. of  
Florida’s Solid Waste Collection Agreement that allows an annual  
increase each January.

**Action to be Taken:** Enact Ordinance 2020-003 to become  
effective immediately, as provided by law; however, the refuse  
collection rate adjustments shall be implemented January 1, 2020.

**Staff’s Recommendation:** Approve proposed Ordinance 2020-003

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

**ORDINANCE 2020-003**

**AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 99.40 TO INCREASE THE SOLID WASTE RATES BY 2% WITH RATES EFFECTIVE AS OF JANUARY 1, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fruitland Park through a waste management company provides solid waste and recycling services to customers within the City of Fruitland Park; and

**WHEREAS**, the City of Fruitland Park charges its customers a rate for providing such service; and

**WHEREAS**, the City of Fruitland Park's contract with the waste management company allows for an annual increase each January and the city has been notified that the rates will increase 2%; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Lake County, Florida hereby finds and declares that the increased rates should be passed on to those who receive such services, and that adoption of this ordinance is necessary, appropriate, and in the public interest of the citizens of this community.

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

**Section 1. Recitals.**

The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this ordinance.

**Section 2. Refuse Collection Fees.**

That Section Sec. 99.40 in Chapter 99, of the Fruitland Park Code of Ordinances is hereby amended to read as follows:

**Sec. 99.40. Refuse collection fees.**

- (A) The city clerk is authorized to charge a fee for refuse collection as set forth in division (B) below.
- (B) The refuse collection services for which the city clerk shall charge a fee and the amount of fee for each service are as follows:
  - (1) Residential collection, monthly fee.
    - (a) *Manual curbside pickup:*

	NUMBER OF 32 GALLON CONTAINERS
TWICE WEEKLY COLLECTION	1 through 6
	<del>\$19.20</del> \$19.44

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

(2) Commercial collection, monthly fee.

(a) *Manual curbside pickup:*

	NUMBER OF 32 GALLON CONTAINERS
NUMBER OF WEEKLY COLLECTIONS	1 through 6
	1 <del>\$20.16</del> \$20.31
	2 <del>\$22.08</del> \$22.26

(b) *Mechanical containerized service:*

Commercial Collection

Mechanical Containerized Service

# OF WKL Collections	SIZE OF CONTAINER IN CUBIC YARDS			
	2	4	6	8
1	<del>\$84.68</del> \$85.47	<del>\$160.42</del> \$161.90	<del>\$230.48</del> \$232.52	<del>\$283.52</del> \$285.79
2	<del>\$166.11</del> \$167.70	<del>\$317.57</del> \$320.53	<del>\$457.77</del> \$461.86	<del>\$563.78</del> \$568.33
3	<del>\$247.55</del> \$249.94	<del>\$474.77</del> \$479.20	<del>\$685.00</del> \$691.14	<del>\$844.06</del> \$850.88
4	<del>\$328.97</del> \$332.16	<del>\$631.95</del> \$637.85	<del>\$912.26</del> \$920.44	<del>\$1123.92</del> \$1133.
5	<del>\$410.39</del> \$414.37	<del>\$789.13</del> \$796.52	<del>\$1139.50</del> \$1149.73	<del>\$1404.58</del> \$1415.
6	<del>\$491.85</del> \$496.62	<del>\$946.29</del> \$955.15	<del>\$1366.73</del> \$1379.00	<del>\$1684.84</del> \$1698.

(3) Reserved.

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

- (C) The fees charged pursuant to this section shall be charged only for those refuse collection services provided under Chapter 98 of this Code. For purposes of this section, users of the city's water system shall be considered receivers of the city's refuse service.
- (D) The fee charged for refuse collection shall be charged monthly.
- (E) Failure by any person or business entity to remit a fee charged pursuant to this section shall result in any or all of the following:
  - (1) Discontinuance of refuse collection service;
  - (2) Discontinuance of water service;
  - (3) Institution of enforcement proceedings by the code enforcement officer;
  - (4) Institution of judicial enforcement and collection proceedings; or
  - (5) Any other enforcement and collection proceedings deemed necessary by the city manager.
- (F) Any person or business entity desiring to challenge an amount charged pursuant to this section shall request a hearing with the city manager regarding the disputed amount. Upon a request for hearing pursuant to this division, the city manager shall schedule a hearing with the complainant. Upon the conclusion of the hearing, the city manager shall have the authority to make any adjustment to the amount in dispute that he deems necessary.

**Section 3. Conflicts And Ordinances Repealed.**

All ordinances or parts of ordinances in conflict are hereby repealed.

**Section 4. Severability.**

If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**Section 5. Codification.**

It is the intent of the City Commission of the City of Fruitland Park that the provisions of this chapter shall become and made a part of the Fruitland Park Code of Ordinances; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6. Effective Date.**

This Ordinance shall become effective immediately upon adoption; however, the refuse collect rate adjustments shall be implemented January 1, 2020.

**PASSED AND DULY ADOPTED** by the City of Fruitland Park, Lake County, Florida this 16<sup>th</sup> day of April 2020.

City of Fruitland Park



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Chris Cheshire, Mayor

Attest:  
Esther B. Coulson, City Clerk

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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 and legality:

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Anita Geraci-Carver, City Attorney

# Exhibit "B"

## City of Fruitland Park Collection and Disposal Rates

Effective 01/01/20-12/31/20

Residential Services Based on \$40/ton disposal for 2x week garbage/yardwaste/1x week Recycling

Garbage Collection	Disposal	Curbside Recycling	Rate Per Month
\$ 8.25	\$ 3.90	\$ 2.58	<b>\$ 14.73</b>

### Commercial Handstops

	Garbage Collection	Disposal	Rate Per Month
Commercial curb 1x week	\$ 7.09	\$ 8.44	<b>\$ 15.53</b>
Commercial curb 2x week	\$ 8.34	\$ 8.95	<b>\$ 17.29</b>

### Commercial Dumpsters (Rate/month)

Qty/Size/Frequency	Garbage Coll.	Garbage Disp.	Coll./Disp
1-2yd X 1 WEEK	\$ 36.89	\$ 37.87	<b>\$ 74.76</b>
1-2yd X 2 WEEK	\$ 73.78	\$ 75.74	<b>\$ 149.52</b>
1-2yd X 3 WEEK	\$ 110.69	\$ 113.60	<b>\$ 224.29</b>
1-2yd X 4 WEEK	\$ 147.55	\$ 151.47	<b>\$ 299.02</b>
1-2yd X 5 WEEK	\$ 184.44	\$ 189.33	<b>\$ 373.77</b>
1-2yd X 6 WEEK	\$ 221.33	\$ 227.20	<b>\$ 448.53</b>
1-4yd X 1 WEEK	\$ 68.50	\$ 75.74	<b>\$ 144.24</b>
1-4yd X 2 WEEK	\$ 136.97	\$ 151.48	<b>\$ 288.45</b>
1-4yd X 3 WEEK	\$ 205.49	\$ 227.21	<b>\$ 432.70</b>
1-4yd X 4 WEEK	\$ 273.96	\$ 302.97	<b>\$ 576.93</b>
1-4yd X 5 WEEK	\$ 342.45	\$ 378.71	<b>\$ 721.16</b>
1-4yd X 6 WEEK	\$ 410.93	\$ 454.45	<b>\$ 865.38</b>
1-6yd X 1 WEEK	\$ 94.83	\$ 113.61	<b>\$ 208.44</b>
1-6yd X 2 WEEK	\$ 189.72	\$ 227.22	<b>\$ 416.94</b>
1-6yd X 3 WEEK	\$ 284.53	\$ 340.84	<b>\$ 625.37</b>
1-6yd X 4 WEEK	\$ 379.38	\$ 454.44	<b>\$ 833.82</b>
1-6yd X 5 WEEK	\$ 474.23	\$ 568.04	<b>\$ 1,042.27</b>
1-6yd X 6 WEEK	\$ 569.05	\$ 681.65	<b>\$ 1,250.70</b>
1-8yd X 1 WEEK	\$ 105.40	\$ 151.48	<b>\$ 256.88</b>
1-8yd X 2 WEEK	\$ 210.76	\$ 302.96	<b>\$ 513.72</b>
1-8yd X 3 WEEK	\$ 316.15	\$ 454.44	<b>\$ 770.59</b>
1-8yd X 4 WEEK	\$ 421.50	\$ 605.55	<b>\$ 1,027.05</b>
1-8yd X 5 WEEK	\$ 526.90	\$ 757.38	<b>\$ 1,284.28</b>
1-8yd X 6 WEEK	\$ 632.28	\$ 908.85	<b>\$ 1,541.13</b>

Waste Mgt Collection Disposal Rates  
Jan 2020

RATE	(R)RE		FY 19 GB	New Rate	GB	YDWS	YDWS	CURB	FP	FP		IND AMT	Last Year	Difference	
CODE	(C)CO	DESC	COLL	FY20 2%	DISP	COLL 2%	DISP	RECYC 2%	ADMIN	FF		BILLED	3.90	FY2019	
SWR001	R	Residential	6.20	6.33	3.23	1.93	0.67	2.58	2.94	1.77		19.44	8.25	19.21	0.23
SWC002	C	Commercial curb 1x week	6.95	7.09	8.44				2.94	1.85		20.31		20.16	0.15
SWC001	C	Commercial curb 2x week	8.18	8.34	8.95				2.94	2.02		22.26		22.08	0.18
SWC003	C	1-2yd X 1 WEEK	36.17	36.89	37.87				2.94	7.77		85.47		84.68	0.79
SWC004	C	1-2yd X 2 WEEK	72.33	73.77	75.74				2.94	15.25		167.70		166.11	1.59
SWC037	C	1-2yd X 3 WEEK	108.51	110.68	113.60				2.94	22.72		249.94		247.55	2.39
	C	1-2yd X 4 WEEK	144.66	147.55	151.47				2.94	30.20		332.16		328.97	3.19
		1-2yd X 5 WEEK	180.82	184.43	189.33				2.94	37.67		414.37		410.39	3.98
		1-2yd X 6 WEEK	216.99	221.33	227.20				2.94	45.15		496.62		491.85	4.77
SWC005	C	1-4yd X 1 WEEK	67.16	68.50	75.74				2.94	14.72		161.90		160.42	1.48
SWC006	C	1-4yd X 2 WEEK	134.28	136.97	151.48				2.94	29.14		320.53		317.57	2.96
SWC020	C	1-4yd X 3 WEEK	201.46	205.49	227.21				2.94	43.56		479.20		474.77	4.43
	C	1-4yd X 4 WEEK	268.59	273.96	302.97				2.94	57.99		637.85		631.95	5.90
		1-4yd X 5 WEEK	335.74	342.46	378.71				2.94	72.41		796.52		789.13	7.39
		1-4yd X 6 WEEK	402.87	410.93	454.45				2.94	86.83		955.15		946.29	8.86
SWC008	C	1-6yd X 1 WEEK	92.97	94.83	113.61				2.94	21.14		232.52		230.48	2.04
SWC009	C	1-6yd X 2 WEEK	186.00	189.72	227.22				2.94	41.99		461.86		457.77	4.09
SWC022	C	1-6yd X 3 WEEK	278.95	284.53	340.84				2.94	62.83		691.14		685.00	6.14
	C	1-6yd X 4 WEEK	371.94	379.38	454.44				2.94	83.68		920.44		912.26	8.18
		1-6yd X 5 WEEK	464.93	474.22	568.04				2.94	104.52		1,149.73		1,139.50	10.23
		1-6yd X 6 WEEK	557.89	569.05	681.65				2.94	125.36		1,379.00		1,366.73	12.27
SWC011	C	1-8yd X 1 WEEK	103.33	105.39	151.48				2.94	25.98		285.79		283.52	2.27
SWC012	C	1-8yd X 2 WEEK	206.63	210.76	302.96				2.94	51.67		568.33		563.78	4.55
SWC018	C	1-8yd X 3 WEEK	309.95	316.15	454.44				2.94	77.35		850.88		844.06	6.82
	C	1-8yd X 4 WEEK	413.25	421.52	605.55				2.94	103.00		1,133.01		1,123.92	9.09
		1-8yd X 5 WEEK	516.57	526.90	757.38				2.94	128.72		1,415.94		1,404.58	11.36
	C	1-8yd X 6 WEEK	619.88	632.28	908.85				2.94	154.41		1,698.48		1,684.84	13.64

CITY OF FRUITLAND PARK  
**WASTE MANAGEMENT PAYSHEET (INV)**  
 SOLID WASTE REPORT  
 Dec-19

318-16441  
25,108.80

RATE CODE	RATE DESCRIP	NUMBER BILLED	GARB COLL	GARB DISP	YDWSTE COLL	YDWSTE DISP	CURB RECYC	OPER & DISP FEE	AMOUNT DUE T&C
SWR001	Residential	1,616	6.20	3.23	1.89	0.67	2.53	14.52	23,464.32
SWC001	cc x 2	96	8.18	8.95	-	-	-	17.13	1,644.48
SWC003	2 yd x 1	28	36.17	37.86	-	-	-	74.03	2,072.84
SWC004	2 yd x 2	7	72.33	75.74	-	-	-	148.07	1,036.49
SWC005	4 yd x 1	17	67.16	75.74	-	-	-	142.90	2,429.30
SWC006	4 yd x 2	3	134.28	151.48	-	-	-	285.76	857.28
SWC007	2-4yd x 1	0	134.31	151.48	-	-	-	285.79	-
SWC008	6 yd x 1	3	92.97	113.61	-	-	-	206.58	619.74
SWC009	6 yd x 2	3	186.00	227.22	-	-	-	413.22	1,239.66
SWC010	(2) 6 yd x 2	1	371.99	454.44	-	-	-	826.43	826.43
SWC011	8 yd x 1	11	103.33	151.48	-	-	-	254.81	2,802.91
SWC012	8 yd x 2	4	206.63	302.96	-	-	-	509.59	2,038.36
SWC013	2-6 yd x 1	1	185.95	227.22	-	-	-	413.17	413.17
SWC014	2-8 YD X 1	0	206.65	302.96	-	-	-	509.61	-
SWC018	8 yd x 3	3	309.95	454.44	-	-	-	764.39	2,293.17
SWC021	2 2ydx1-1 2ydx2	1	144.67	151.48	-	-	-	296.15	296.15
SWC022	1-6yd X 3	0	278.95	340.84	-	-	-	619.79	-
SWC026	2YD & 4YD X 2	1	206.61	227.22	-	-	-	433.83	433.83
SWC026	2-8 YD X 2	0	413.26	605.92	-	-	-	1,019.18	-
SWC031	2-4 YD 4 RES	0	162.10	185.24	7.55	2.68	10.12	367.69	-
SWC032	3-8 YD X 2	0	619.89	908.88	-	-	-	1,528.77	-
SWC033	(2) CC X 2	0	16.36	17.90	-	-	-	34.26	-
SWC036	6 YD X 5 & CC X 2	0	471.87	576.48	-	-	-	1,048.35	-

1,795

<b>SUB-TOTAL</b>	(This amt is the total billed amount for the month-less FF & Admin fees)	<b>42,468.13</b>
<b>FINAL PARTIAL BILLINGS</b>	(Partial billings on finaled accounts for the month-less FF & Admin fees)	<b>278.07</b>
<b>PARTIAL BILLINGS</b>	(Monthly partial billings billed amount for the month-less FF & Admin fees)	<b>3.69</b>
<b>CREDIT ADJUSTMENT</b>		-
<b>DEBIT ADJUSTMENT</b>		-
<b>PLUS UNCOLLECTED (PRIOR MO) 2019</b>		<b>3,314.26</b>
<b>LESS UNCOLLECTED (CURRENT MO.) 2019</b>	(This # is from Detail Receivable Summary - printed before AR generated for bill run)	<b>(5,285.58)</b>
<small>(Less uncollected amt.-current mo-is subtracted)</small>		
<b>(Total should match long form-minus FF&amp; Admin fees)</b>	<b>TOTAL BILLED</b> (amt. pay WM)	<b>40,778.57</b>

TO PAY WM IN MONTH  
 PROVIDE 2 COPIES TO AP CLERK (1 file copy, 1 ck backup-remittance copy)

<b>ok to pay</b>	
<b>verified by</b>	

-25,108.80  
15,669.77

This is the total payments received in during the month following the billing month> for ex. October (2) would be billing charges from September-paid in October, less October's billing.

CITY OF FRUITLAND PARK  
**WASTE MANAGEMENT PAYSHEET (INV)**  
 SOLID WASTE REPORT  
 Jan-20

318-164441  
 24,871.26

RATE CODE	RATE DESCRIP	NUMBER BILLED	GARB COLL	GARB DISP	YDWSTE COLL	YDWSTE DISP	CURB RECYC	OPER & DISP FEE	AMOUNT DUE T&C
SWR001	Residential	1,602	6.20	3.23	1.89	0.67	2.53	14.52	23,261.04
SWC001	cc x 2	94	8.18	8.95	-	-	-	17.13	1,610.22
SWC003	2 yd x 1	27	36.17	37.86	-	-	-	74.03	1,998.81
SWC004	2 yd x 2	6	72.33	75.74	-	-	-	148.07	888.42
SWC005	4 yd x 1	18	67.16	75.74	-	-	-	142.90	2,572.20
SWC006	4 yd x 2	3	134.28	151.48	-	-	-	285.76	857.28
SWC007	2-4yd x 1	0	134.31	151.48	-	-	-	285.79	-
SWC008	6 yd x 1	3	92.97	113.61	-	-	-	206.58	619.74
SWC009	6 yd x 2	3	186.00	227.22	-	-	-	413.22	1,239.66
SWC010	(2) 6 yd x 2	1	371.99	454.44	-	-	-	826.43	826.43
SWC011	8 yd x 1	11	103.33	151.48	-	-	-	254.81	2,802.91
SWC012	8 yd x 2	4	206.63	302.96	-	-	-	509.59	2,038.36
SWC013	2-6 yd x 1	1	185.95	227.22	-	-	-	413.17	413.17
SWC014	2-8 YD X 1	0	206.65	302.96	-	-	-	509.61	-
SWC018	8 yd x 3	3	309.95	454.44	-	-	-	764.39	2,293.17
SWC021	2 2ydx1-1 2ydx2	1	144.67	151.48	-	-	-	296.15	296.15
SWC022	1-6yd X 3	0	278.95	340.84	-	-	-	619.79	-
SWC026	2YD & 4YD X 2	1	206.61	227.22	-	-	-	433.83	433.83
SWC028	2-8 YD X 2	0	413.26	605.92	-	-	-	1,019.18	-
SWC031	2-4 YD 4 RES	0	162.10	185.24	7.55	2.68	10.12	367.69	-
SWC032	3-8 YD X 2	0	619.89	908.88	-	-	-	1,528.77	-
SWC036	6 YD X 5 & CC X 2		471.87	576.48	-	-	-	1,048.35	-

1,778

<b>SUB-TOTAL</b>	(This amt is the total billed amount for the month-less FF & Admin fees)	42,151.39
<b>FINAL PARTIAL BILLINGS</b>	(Partial billings on finaled accounts for the month-less FF & Admin fees)	67.55
<b>PARTIAL BILLINGS</b>	(Monthly partial billings billed amount for the month-less FF & Admin fees)	646.39
<b>CREDIT ADJUSTMENT</b>		(206.59)
<b>DEBIT ADJUSTMENT</b>		-
<b>PLUS UNCOLLECTED (PRIOR MO) 2018</b>		5,320.43
<b>LESS UNCOLLECTED (CURRENT MO.) 2019</b>	(This # is from Detail Receivable Summary -printed before AR generated for bill run)	(2,672.05)
<small>(Less uncollected amt.-current mo-is subtracted)</small>		
<b>(Total should match long form-minus FF&amp; Admin fees)</b>	<b>TOTAL BILLED</b> (amt. pay WM)	<b>45,307.12</b>

TO PAY WM IN MONTH  
 PROVIDE 2 COPIES TO AP CLERK (1 file copy, 1 ck backup-remittance copy)

<i>ok to pay</i>	
<i>verified by</i>	

- 24,871.26  
 20,435.86

318-100141

This is the total payments received in during the month following the billing month> for ex. October (2) would be billing charges from September-paid in October, less October's billing.

CITY OF FRUITLAND PARK  
**WASTE MANAGEMENT PAYSHEET (INV)**  
 SOLID WASTE REPORT  
 Feb-20

318-164441  
24,962.41

RATE CODE	RATE DESCRIP	NUMBER BILLED	GARB COLL	GARB DISP	YDWSTE COLL	YDWSTE DISP	CURB RECYC	OPER & DISP FEE	AMOUNT DUE T&C
SWR001	Residential	1,613	6.20	3.23	1.89	0.67	2.53	14.52	23,420.76
SWC001	cc x 2	90	8.18	8.95	-	-	-	17.13	1,541.70
SWC003	2 yd x 1	28	36.17	37.86	-	-	-	74.03	2,072.84
SWC004	2 yd x 2	7	72.33	75.74	-	-	-	148.07	1,036.49
SWC005	4 yd x 1	20	67.16	75.74	-	-	-	142.90	2,858.00
SWC006	4 yd x 2	3	134.28	151.48	-	-	-	285.76	857.28
SWC007	2-4yd x 1	0	134.31	151.48	-	-	-	285.79	-
SWC008	6 yd x 1	3	92.97	113.61	-	-	-	206.58	619.74
SWC009	6 yd x 2	3	186.00	227.22	-	-	-	413.22	1,239.66
SWC010	(2) 6 yd x 2	1	371.99	454.44	-	-	-	826.43	826.43
SWC011	8 yd x 1	11	103.33	151.48	-	-	-	254.81	2,802.91
SWC012	8 yd x 2	4	206.63	302.96	-	-	-	509.59	2,038.36
SWC013	2-6 yd x 1	1	185.95	227.22	-	-	-	413.17	413.17
SWC014	2-8 YD X 1	0	206.65	302.96	-	-	-	509.61	-
SWC018	8 yd x 3	3	309.95	454.44	-	-	-	764.39	2,293.17
SWC021	2 2ydx1-1 2ydx2	1	144.67	151.48	-	-	-	296.15	296.15
SWC022	1-6yd X 3	0	278.95	340.84	-	-	-	619.79	-
SWC026	2YD & 4YD X 2	1	206.61	227.22	-	-	-	433.83	433.83
SWC028	2-8 YD X 2	0	413.28	605.92	-	-	-	1,019.18	-
SWC031	2-4 YD 4 RES	0	162.10	185.24	7.55	2.68	10.12	367.69	-
SWC032	3-8 YD X 2	0	619.89	908.88	-	-	-	1,528.77	-
SWC036	6 YD X 5 & CC X 2	0	471.87	576.48	-	-	-	1,048.35	-

1,789

<b>SUB-TOTAL</b>	(This amt is the total billed amount for the month-less FF & Admin fees)	<b>42,750.49</b>
<b>FINAL PARTIAL BILLINGS</b>	(Partial billings on finaled accounts for the month-less FF & Admin fees)	<b>79.49</b>
<b>PARTIAL BILLINGS</b>	(Monthly partial billings billed amount for the month-less FF & Admin fees)	<b>291.22</b>
<b>CREDIT ADJUSTMENT</b>		-
<b>DEBIT ADJUSTMENT</b>		<b>450.00</b>
<b>PLUS UNCOLLECTED (PRIOR MO) 2019</b>		<b>4,172.65</b>
<b>LESS UNCOLLECTED (CURRENT MO.) 2019</b>	(This # is from Detail Receivable Summary -printed before AR generated for bill run)	<b>(3,017.19)</b>
<small>(Less uncollected amt.-current mo-is subtracted)</small>		
<small>(Total should match long form-minus FF&amp; Admin fees)</small>		<b>44,726.66</b>

-24,962.44  
19,764.20

TO PAY WM IN MONTH

PROVIDE 2 COPIES TO AP CLERK (1 file copy, 1 ck backup-remittance copy)

<b>TOTAL BILLED</b>	(amt. pay WM)
<i>ok to pay</i>	
<i>verified by</i>	

318-100141

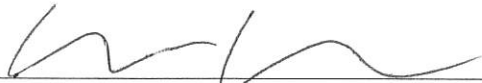
This is the total payments received in during the month following the billing month> for ex. October (2) would be billing charges from September-paid in October, less October's billing.

The Villages®  
**DAILY SUN**

Published Daily  
Lady Lake, Florida  
State of Florida  
County Of Lake

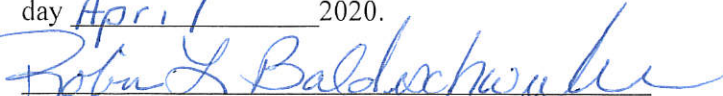
Before the undersigned authority personally appeared **ALLAN LOVELL** who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #939502** in the matter of **NOTICE OF ORDINANCE** was published in said newspaper in the issue(s) of **April 7th, 2020**

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

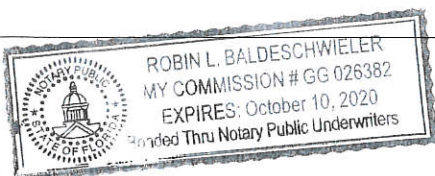


(Signature Of Affiant)

Sworn to and subscribed before me this 8 day April 2020.

  
Robin L. Baldeschwieler, Notary

Personally Known \_\_\_\_\_ or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Attach Notice Here

**ORDINANCE 2020-003**

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 99.40 TO INCREASE THE SOLID WASTE RATES BY 2% WITH RATES EFFECTIVE AS OF JANUARY 1, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (THE FIRST READING WAS HELD ON MARCH 26, 2020.)

This ordinance will be presented for public hearing second reading by the Fruitland Park City Commission at its special meeting to be held on Thursday, April 16, 2020 at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731. This meeting is open to the public. This ordinance may be reviewed or copies of same obtained from the city clerk's office at city hall.

Anyone requiring special accommodations at this meeting because of disability or physical impairment should contact the city clerk's office at city hall (352) 360-6727 at least three (3) business days prior to the hearing. (Florida Statutes 286.26)

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. (Florida Statutes 286.0105)  
**#939502** **April 7, 2020**

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 4c**

**ITEM TITLE:** Second Reading and Quasi-Judicial Public Hearing –  
**Ordinance 2020-002 Rezoning** – Petitioner: Community  
United Methodist Church of Florida Park Inc.

**For the Meeting of:** April 16, 2020

**Submitted by:** City Attorney/City Manager/Community Development  
Director

**Date Submitted:** April 16, 2020

**Funds Required:** No .

**Attachments:** Yes. Proposed Ordinance 2020-002, newspaper  
advertisement affidavit, location map and development  
review letter.

**Item Description:** Proposed Ordinance 2020-02 rezoning property located at  
404 W Fountain Street from R-2 to PFD. The church intends to use the building on-site for its  
food pantry.

The Planning and Zoning Board, at its March 19, 2020 regular meeting, recommended approval  
of the rezoning. The first reading was held on March 26, 2020.

**Action to be Taken:** Enact Ordinance 2020-02 to become effective immediately  
as provided by law.

**Staff's Recommendation:** Approval

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes



**ORDINANCE 2020-002**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 0.28 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF W. FOUNTAIN STREET AND EAST OF COLLEGE AVE. FROM SF MEDIUM DENSITY (R-2) TO THE DESIGNATION OF PUBLIC FACILITIES DISTRICT (PFD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been received by Community United Methodist Church of Fruitland Park, Inc., Owner, requesting that property generally located north of W. Fountain Street and east of College Ave. be rezoned to Public Facilities District (PFD); and

**WHEREAS**, the petition bears the signature of all required parties; and

**WHEREAS**, the required notice of the proposed rezoning has been properly published; and

**WHEREAS**, the Planning and Zoning Commission of the City of Fruitland Park has made a recommendation to the City Commission.

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

**Section 1: Purpose and Intent.** That the zoning classification of the following described property, being situated in the City of Fruitland Park, Florida shall be designated as PFD (Public Facilities District), as defined in the Fruitland Park Land Development Regulations.

**LEGAL DESCRIPTION** The East 125 feet of the West 250 Feet of the South 100 feet of Block 10 in the Town of Fruitland Park, Florida, according to the plat thereof recorded in Plat Book 3, Page 9, Public Records of Lake County, Florida.

**Parcel Alternate Key No. 1639409**

**Section 2: Zoning Classification.**

That the property shall be designated as PFD, Public Facilities District, in accordance with Chapter 154, Section 154.030, d)11 of the Land Development Regulations of the City of Fruitland Park, Florida.

**Section 3: Directions.**

The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida, to include said designation consistent with this Ordinance.

**Section 4: Severability.**

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 5: Conflicts.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6: Scrivener’s Errors.** Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

**Section 7: Effective Date.**

This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

**PASSED AND ORDAINED** in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(SEAL)

\_\_\_\_\_  
Chris Cheshire, Mayor  
City of Fruitland Park, Florida

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:

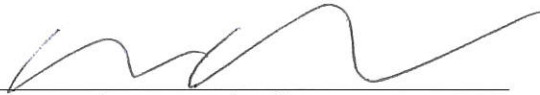
\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

The Villages®  
**DAILY SUN**

Published Daily  
Lady Lake, Florida  
State of Florida  
County Of Lake

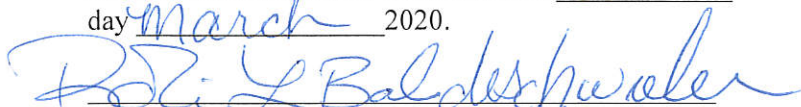
Before the undersigned authority personally appeared **ALLAN LOVELL** who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #936376** in the matter of **NOTICE OF PUBLIC HEARING** was published in said newspaper in the issue(s) of **March 26th, 2020**

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

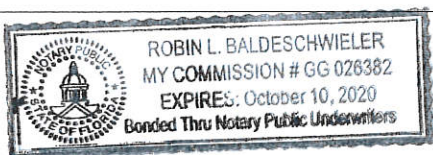


(Signature Of Affiant)

Sworn to and subscribed before me this 30 day March 2020.

  
Robin L. Baldeschwieler, Notary

Personally Known \_\_\_\_\_ or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Attach Notice Here

**NOTICE OF  
PUBLIC HEARINGS**

**ORDINANCE 2020-002**

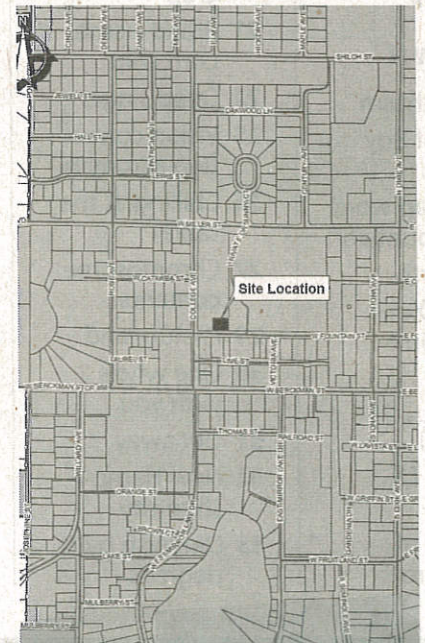
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 0.28 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF W. FOUNTAIN STREET AND EAST OF COLLEGE AVE. FROM SF MEDIUM DENSITY (R-2) TO THE DESIGNATION OF PUBLIC FACILITIES DISTRICT (PFD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

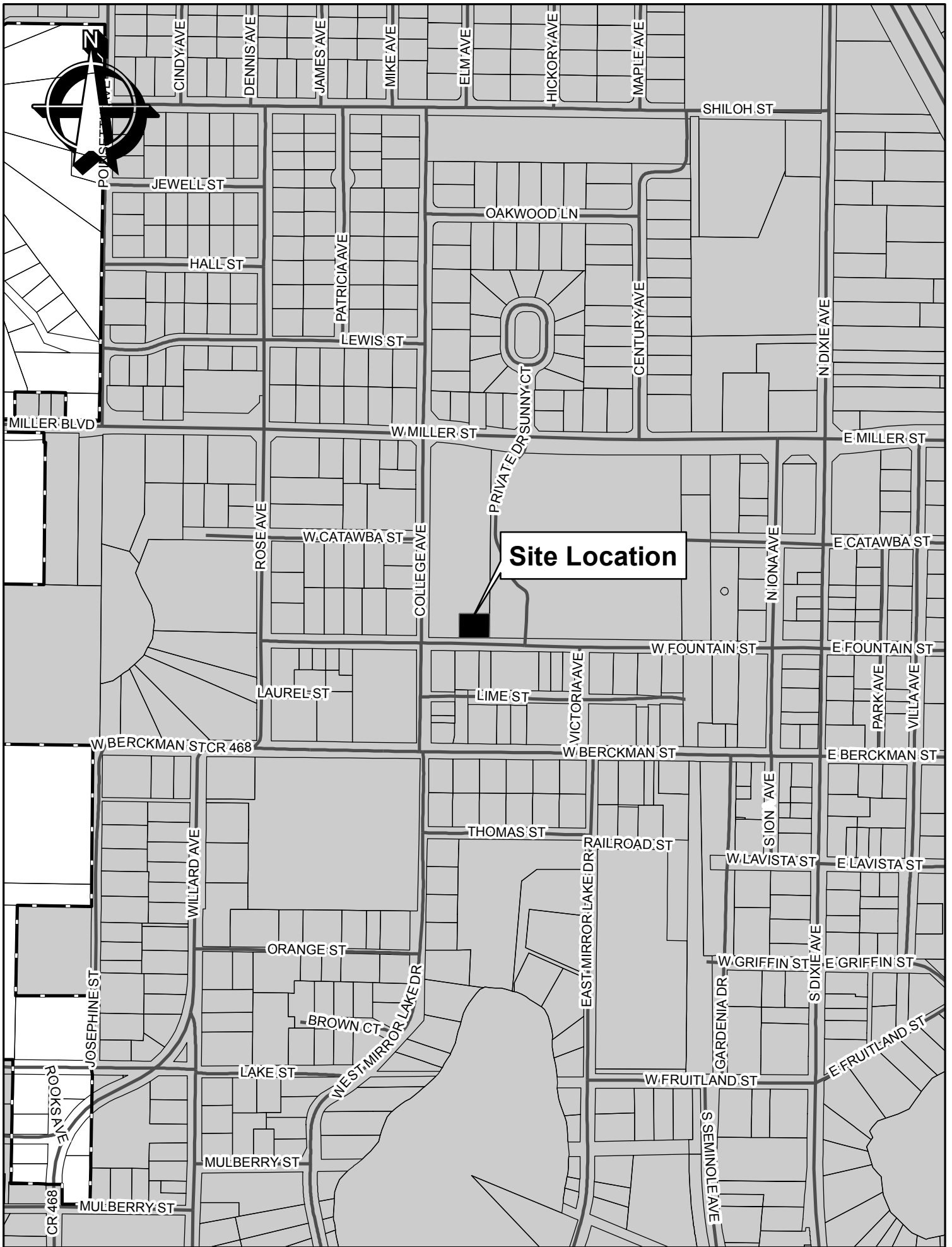
The proposed Ordinance will be considered at the following public meetings:

- Fruitland Park Planning & Zoning Board Meeting on March 19, 2020 at 6:00 p.m.
- Fruitland Park City Commission Meeting on March 26, 2020 at 6:00 p.m.
- Fruitland Park City Commission Meeting on April 9, 2020 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berkman Street, Fruitland Park FL 34731. The proposed ordinance and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.





**Site Location**



CINDY AVE

DENNIS AVE

JAMES AVE

MIKE AVE

ELM AVE

HICKORY AVE

MAPLE AVE

SHILOH ST

JEWELL ST

HALL ST

PATRICIA AVE

LEWIS ST

OAKWOOD LN

CENTURY AVE

N DIXIE AVE

MILLER BLVD

W MILLER ST

E MILLER ST

PRIVATE DR SUNNY CT

W CATAWBA ST

**Site Location**

N IONA AVE

E CATAWBA ST

ROSE AVE

COLLEGE AVE

W FOUNTAIN ST

E FOUNTAIN ST

LAUREL ST

LIME ST

VICTORIA AVE

PARK AVE

VILLA AVE

W BERCKMAN ST CR 468

W BERCKMAN ST

E BERCKMAN ST

THOMAS ST

RAILROAD ST

SION AVE

W LAVISTA ST

E LAVISTA ST

WILLARD AVE

ORANGE ST

EAST MIRROR LAKE DR

W GRIFFIN ST

E GRIFFIN ST

JOSEPHINE ST

BROWN CT

WEST MIRROR LAKE DR

GARDENIA DR

S DIXIE AVE

E FRUITLAND ST

ROOKS AVE

LAKE ST

W FRUITLAND ST

S SEMINOLE AVE

MULBERRY ST

MULBERRY ST

CR 468



**DEVELOPMENT REVIEW APPLICATION**  
**COMMUNITY UNITED METHODIST CHURCH OF FRUITLAND PARK, INC.**  
**March 4, 2020**  
**APPLICATION CONSIDERED COMPLETE FEBRUARY 24, 2020**

**Property Owner/Applicant:** Community United Methodist Church of Fruitland Park, Inc.

**Phone:** 352-787- 1829

**Email:** No email address on file

**Address:** 309 College Avenue  
Fruitland Park, FL 34731

**Appointed Agent:** Curley B. Elliott

**Phone:** 352-561-6067 or 717-329-6760

**Email:** [elliottcb1944@gmail.com](mailto:elliottcb1944@gmail.com)

**Address:** 3378 Lazy Acres Lane  
The Villages, FL 32163

**Project Name:** CMUC Rezoning

**Parcel ID:** 09-19-24-0400-010-0000

**Alt Key:** 1639409

**Project Address:** 404 W Fountain Street  
Fruitland Park, FL 34731

Mr. Elliott:

Herein are the comments preceding the informal TRC review of February 25, 2020.

**Development Review:**

The *initial application fees* are as follows:

Development Application Fee (City)	\$415.00 <b>PAID</b>
LPG (Land Planner)	\$300.00 <b>PAID</b> as part of initial development application
BESH (Engineer)	*Actual Cost
Mailings	\$69.00
Lake County Recording Fee	*Actual Cost

Applicant submitted \$415.00 for Small Scale Comp Plan Amendment (SSCPA) and Rezoning. Application proceeding as Rezoning only. A Unity of Title and Minor Site Plan will be required upon rezoning approval.

Per City Ordinance 2008-023 these are the applicable fees as of date; however, there may be additional fees associated with the application(s) that will be passed to the applicant(s), including addressing through Lake County Public Safety Support and Contractual Services.

**City Attorney:**

No comments received at time of Development Application Review.

**City Engineer (BESH):**

No comments or objections to this rezoning. Applicant will have to submit for a minor site plan approval as this is a change of use. At such time, applicant to provide better engineered drawings for the ADA space.

**City Land Planner:**

Staff recommends approval of the rezoning as it is consistent with the comprehensive plan, consistent with land development regulations, and is compatible with adjacent land uses. A unity of title and minor site plan approval will be required if rezoning is approved.

**City Building Review:**

No comments.

**City Fire Review:**

No comments.

**City Police Review:**

No comments.

**City Staff Review:**

Staff recommends approval of the rezoning. The food pantry is to utilize the church's existing parking lot in rear of subject property as main access to the pantry; this includes all deliveries.

**City of Leesburg Utilities:**

Electric Department; no comments. Gas Department; no comments.

**Lake County Public Schools:**

No further comments after consulting LPG.

**Lake County Public Works:**

No comments received at time of Development Application Review.

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 5a**

<b>ITEM TITLE:</b>	<b>City Manager's Report</b>
<b>For the Meeting of:</b>	<b>April 16, 2020</b>
<b>Submitted by:</b>	<b>City Manager</b>
<b>Date Submitted:</b>	<b>April 7, 2020</b>
<b>Funds Required:</b>	<b>N/A</b>
<b>Account Number:</b>	<b>N/A</b>
<b>Amount Required:</b>	<b>N/A</b>
<b>Balance Remaining:</b>	<b>N/A</b>
<b>Attachments:</b>	<b>None</b>

**Item Description:** **City manager's report**

- i. Economic Development Status Update**
  
- ii. Coronavirus Disease 2019 (COVID-19) Status Update**

**Action to be Taken:** **None**

**Staff's Recommendation:** **None**

**Additional Comments:** **None**

**City Manager Review:** **Yes**

**Mayor Authorization:** **Yes**



# Proclamation

**WHEREAS**, the World Health Organization (WHO) has raised its assessment of the Coronavirus Disease 2019 (COVID-19) threat -- a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza -- to very high; and

**WHEREAS**, on March 16, 2020, the Centers for Disease Control and Prevention ("CDC") declared the COVID-19 potential public health threat as high in the United States and throughout the world and recommends community preparedness and everyday prevention measures be taken by all individuals; and

**WHEREAS**, on March 1, 2020, Florida Governor Ron DeSantis issued a Public Health Emergency (Executive Order Number 20-51) directing the State Surgeon General and State Health Officer, who declared a Public Health Emergency, to actively monitor, at a minimum, all persons meeting the definition of a Person Under Investigation (PUI) as defined by the CDC; and

**WHEREAS**, Lake County Board of County Commissioners, on March 16, 2020, adopted Resolution 2020-29 declaring a local state of emergency, and

**WHEREAS**, under current circumstances, certain people caring for patients and other close contacts of persons with COVID-19 have an increased risk of infection, and

**WHEREAS**, it is the duty of the City of Fruitland Park to take protective measures, including development of incident action plans, procurement of personal protective equipment, pandemic preventative training and exercise coordination, and similar activities to support the public health and safety of the community, and

**WHEREAS**, in accordance to Florida State Statute, Chapter 252, the City of Fruitland Park on March 19, 2020 declared that a public health emergency existed, and

**WHEREAS**, the Mayor of the City of Fruitland Park, on behalf of the city commission, has determined that it is necessary to extend the declared proclamation of local state of emergency for an additional seven (7) days.

**NOW, THEREFORE, BE IT RESOLVED** that I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, do hereby declare:



Section 1. Emergency Declaration. The Coronavirus Disease 2019 (COVID-19) poses a serious threat to the health of the City of Fruitland Park residents and visitors and that a local state of emergency is declared effective immediately.

Section 2. Effective Date; Duration. The Local State of Emergency will remain in effect with the City of Fruitland Park for seven (7) days from the date hereof and may be extended as necessary in seven (7)-day increments.

Section 3. Waiver of Procedures and Formalities Otherwise Required. Due to the Local State of Emergency and effective immediately, all the city's regulations prescribing procedures for the conduct of city business, if strict compliance would hinder necessary action in coping with the emergency, are hereby suspended and procedures shall be at the direction of the city manager.

Section 4. City Manager Responsibilities. The city manager shall provide overall coordination pertaining to the performance of public work and taking whatever prudent action necessary to ensure the health, safety and welfare of the community.

Section 5. Alterations and Rescission. This declaration of a local state of emergency may be altered or rescinded either by the issuance of a subsequent declaration or by an appropriate resolution of the City of Fruitland Park City Commission.

Dated this 16<sup>th</sup> day of April 2020.

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Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

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**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 5b**

**ITEM TITLE:** CITY ATTORNEY REPORT

**For the Meeting of:** April 16, 2020

**Submitted by:** City Attorney

**Date Submitted:** April 2, 2020

**Funds Required:** None

**Attachments:** None

**Item Description:** City Attorney Report

**Notice of Claim: James Hartson:** No developments to report. The civil allegation complained of allegedly would have occurred April 21, 2016.

**City of Fruitland Park v. T.D. Burke:** On March 19, 2020 the City issued First Set of Admissions directed to Defendant T. D. Burke and First Request for Production to Defendant T. D. Burke. Responses are due April 20, 2020.

**City of Fruitland Park v. State of Florida – Department of Management Services:** On December 26, as previously reported, Mr. Thomas filed the Petition on behalf of the City. The State of Florida, Division of Administrative Hearings has tentatively scheduled the hearing for May 4-6 in Tallahassee. It is likely to be rescheduled. Additional information will be provided as available. If you have any questions, please call my office.

**Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104:** Plaintiffs filed a two-count complaint against the City alleging negligence and breach of fiduciary duty. Plaintiffs seek in excess of \$600,000.00. The lawsuit arises from the FRS retirement program. The City's insurance carrier has assigned attorney Thomas to defend the City in this action. On February 26, 2020 Mr. Thomas on behalf of the City filed a Motion to Dismiss to complaint. On March 11, 2020 the City received discovery requests, interrogatories and request for documents. The City is currently preparing responses.

On March 12, 2020 Circuit Court Welke entered an Order referring the Motion to Dismiss to the General Magistrate to hold a hearing on the Motion. Plaintiffs' attorney filed an objection to the Order referring to the General Magistrate; therefore, Judge Welke will hold a hearing on the City's Motion to Dismiss. A hearing on the Motion has not yet been scheduled.

**Action to be Taken:** N/A

**Staff's Recommendation:** N/A

**Additional Comments:** None

**City Manager Review:** Yes

**Mayor Authorization:** Yes

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 6**

<b>ITEM TITLE:</b>	<b>Public Comments</b>
<b>For the Meeting of:</b>	April 16, 2020
<b>Submitted by:</b>	City Clerk
<b>Date Submitted:</b>	April 7, 2020
<b>Funds Required:</b>	None
<b>Account Number:</b>	N/A
<b>Amount Required:</b>	N/A
<b>Balance Remaining:</b>	N/A
<b>Attachments:</b>	Yes, Resolution 2013-023, Public Participation Policy

**Item Description:** 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.

<b>Action to be Taken:</b>	<b>None</b>
<b>Staff's Recommendation:</b>	N/A
<b>Additional Comments:</b>	N/A
<b>City Manager Review:</b>	Yes
<b>Mayor Authorization:</b>	Yes

**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

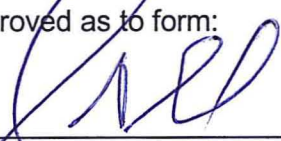
ATTEST:

  
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