

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

May 14, 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. PROCLAMATION - *Teachers' Appreciation Week* – May 4 to 8, 2020
(city clerk)

4. 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.

Approval of Minutes (city clerk)

April 16, 2020 special meeting minutes

5. REGULAR AGENDA

(a) City of Fruitland Park History Discussion (city clerk)

Forthcoming Fruitland Park's 200th year existence and 100th year incorporation.

(b) MuniTemps Agreement Discussion (city attorney/city manager/city clerk)

MuniTemps agreement discussion. (Postponed from the April 16, 2020 special meeting.)

(c) Storm Debris Collection Discussion – Resolution 2020-024 (city manager/city attorney)

Annual notice on the City of Fruitland Park's plans regarding the collection of storm debris from the streets or rights-of-way within the city's limits and jurisdiction in The Villages Community Development District 11 according to the August 21, 2018 interlocal agreement with Lake County and the adoption or denial of Resolution 2020-024:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ELECTING TO UTILIZE LAKE COUNTY FOR COLLECTION OF STORM DEBRIS PURSUANT TO THE TERMS OF THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT OF WAY; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Resolution 2020-017 – Gardenia Park Swimming Pool Agreement – Leesburg Aquatics Club Inc.** (city attorney/city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN LEESBURG AQUATICS CLUB, INC., AND THE CITY OF FRUITLAND PARK FOR USE OF GARDENIA PARK SWIMMING POOL; PROVIDING FOR AN EFFECTIVE DATE.

- (e) **Resolution 2020-020 – Swimming Pool Exercise Classes - Infinity Fitness Inc. Agreement** (city attorney/city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN INFINITY FITNESS AND SPA, INC. AND THE CITY OF FRUITLAND PARK FOR USE OF CITY SWIMMING POOL FOR EXERCISE CLASSES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

- (f) **Resolution 2020-019 - ATS Environmental Services Inc. – Water Utilities Operation Maintenance** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE OPERATING AGREEMENT BETWEEN AT ENVIRONMENTAL SERVICES INC. AND THE CITY OF FRUITLAND PARK FOR OPERATION AND MAINTENANCE OF THE CITY'S WATER UTILITIES; PROVIDING FOR AN EFFECTIVE DATE.

- (g) **Resolution 2020-021 – SRO Agreement – Officer Program 2020/21** (city attorney/city manager/city treasurer/police chief)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR THE SCHOOL RESOURCE OFFICER PROGRAM 2020/2021; PROVIDING FOR AN EFFECTIVE DATE.
- (h) **Resolution 2020-023 - CDBG Program FY 2020/21–2023/24 – Lake County Urban County Partnership Agreement** (city attorney/city manager)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE URBAN COUNTY COOPERATION AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF FRUITLAND PARK TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM: FEDERAL FISCAL YEARS 2021, 2022 AND 2023; PROVIDING FOR AN EFFECTIVE DATE.
- (i) **Resolution 2020-022 – Stormwater Grant Program Agreement – Mirror Lake LCWA** (city attorney/city manager/public works director)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE STORMWATER GRANT IN THE AMOUNT OF \$400,000.00 AWARDED BY THE LAKE COUNTY WATER AUTHORITY; APPROVING THE LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND CITY OF FRUITLAND PARK MIRROR LAKE NUTRIENT SEPARATING BAFFLE BOX CONSTRUCTION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; DIRECTING THE CITY MANAGER TO MEET ALL ADMINISTRATIVE REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.
- (j) **Professional Design Services RFQ - Public Works Department and Public Safety Buildings Construction Status Update** (city attorney/city manager)
Public works department and public safety buildings construction professional design services request for proposals status update report.

6. OFFICERS' REPORTS

(a) City Manager

- i. Economic Development Status Update**
- ii. COVID-19 Status Update**
- iii. LDRs Status Update**

(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**

7. PUBLIC COMMENTS

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

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

8. COMMISSIONERS' COMMENTS

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

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

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

May 28, 2020, City Commission Meeting Regular at 6:00 p.m.,

June 11, 2020, City Commission Meeting Regular at 6:00 p.m., and
June 25, 2020, City Commission Meeting Regular at 6:00 p.m.

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3**

ITEM TITLE:	Proclamation – <i>Teacher’s Appreciation Week – May 4 to 8, 2020</i>
For the Meeting of:	May 14, 2020
Submitted by:	City Clerk
Date Submitted:	April 23, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Proclamation

Item Description: *Teacher’s Appreciation Week Proclamation*, approved to be proclaimed by the city commission at its April 16, 2020 special meeting, was submitted to the appropriate party.

Action to be Taken: **None**

Staff’s Recommendation: N/A

Additional Comments: **N/A**

City Manager Review: Yes

Mayor Authorization: Yes



Proclamation

WHEREAS, Operation Bless Fruitland Park, an ongoing program supported by the city commission since 2015, was launched to create an attitude of generosity in working together to make a difference within the Fruitland Park community; and

WHEREAS, with the focus on working together on impacting the schools, its students, families and school staff where the local school is the center of activity, it has been the belief that "So goes the school, so goes the community"; and

WHEREAS, due to the threat of the Coronavirus Disease 2019 (COVID-19), a declaration of a local state of public health emergency exists which has negatively impacted everyone at a global level and resulted in the emergency closure of our schools; and

WHEREAS, the National Parent Teacher Association -- the oldest and largest child advocacy nonprofit organization comprises millions of families, students, teachers, administrators, and business and community leaders -- share a commitment to improve the education, health, and safety of all children; and

WHEREAS, the PTA has annually celebrated May 4 to 8, 2020 as *Teachers' Appreciation Week*; and

WHEREAS, Operation Bless Fruitland Park has worked annually with city staff, fostered teamwork with volunteer groups, and coordinated with local organizations setting aside each day, during the first week in May as *Teachers' Appreciation Week*, to celebrate and honor our teachers given the restrictions in place where they had to transition to virtual on-line remote classroom educational activities at moment's notice, and

WHEREAS, the city commission and Operation Bless Fruitland Park expresses heartfelt appreciation to the entire Fruitland Park Elementary school teachers and faculty staff in recognition of their high-quality teaching standards and commitments to educate our students; and

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 May 4 to 8, 2020 as *Teachers' Appreciation Week*; express gratitude to the community and local leaders who have joined together to continue supporting our teachers during this global pandemic, and encourage everyone to celebrate our teachers with rewarding plans and ideas throughout the year.

Dated this 14th day of May 2020.

Chris Cheshire, Mayor

Attest: Esther B. Coulson, City Clerk



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

ITEM TITLE:	Draft Special Meeting Minutes
For the Meeting of:	May 14, 2020
Submitted by:	City Clerk
Date Submitted:	April 23, 2020
Funds Required:	N/A
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, draft minutes
Item Description:	April 16, 2020 special meeting minutes

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.

Action to be Taken:	Approve the consent agenda
Staff's Recommendation:	Approval, if there are no corrections.
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

**FRUITLAND PARK CITY COMMISSION SPECIAL
DRAFT MEETING MINUTES**

April 16, 2020

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

6:00 p.m.

A special meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, April 16, 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 available by telephonic conference call.

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver; Police Chief Erik Luce; Officer Jeremiah Ricketts, Police Department, Interim Fire Chief Donald Gilpin; Deputy Fire Chief Tim Yoder, Fire Department, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

ACTION: 6:00:00 PM Mayor Cheshire called the meeting to order and Chief Luce led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:01:44 PM Mayor Cheshire requested that Ms. Coulson called the roll where a quorum was declared present.

3. CONSENT AGENDA

Approval of Minutes

The city commission considered its action to approve the following consent agenda items:

(a) Approval of Minutes

March 26, regular and February 13, 2020 joint workshop meeting minutes.

(b) Resolution 2020-018 - Calling for Regular Election – Districts 3,4, and 5

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.

ACTION: 6:01:09 PM **On motion of Commissioner Mobilian, seconded by Commissioner DeGrave and unanimously carried, the city commission approved the consent agenda as previously cited.**

4. SPECIAL AGENDA

(a) MuniTemps Agreement Discussion

Mayor Cheshire recognized staff's request to postponed discussions on MuniTemps Agreement to the next meeting .

ACTION: 6:01:29 PM By unanimous consent, the city commission approved the city manager's request to postpone discussions on MuniTemps for more information to the next meeting.

PUBLIC HEARING

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

(b) Second Reading and Public Hearing – Ordinance 2020-003 Solid Waste Rates Increase

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2020-003, Ms. Geraci-Carver read into the record the following title and 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.

ACTION: 6:02:06 PM. A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission enact Ordinance 2020-001, as previously cited, to become effective as provided by law with the refuse collect rate adjustments to be implemented January 1, 2020.

Mr. David Serdar, Fruitland Park Unincorporated Area of Lake County resident, gave reasons for his support of the subject item.

By unanimous consent, Mayor Cheshire closed the public hearing.

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

QUASI-JUDICIAL PUBLIC HEARING

(c) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2020-003 – Rezoning – CUMC**

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2020-003, Ms. Geraci-Carver read into the record the following title and Mayor Cheshire called for interested parties to be heard:

ACTION: 6:04:21 PM. A motion was made and seconded by that the city commission enact Ordinance 2020-001 as previously cited to become effective as provided by law

Commissioner DeGrave disclosed his recent tour of the subject site.

Mr. David Serdar, Fruitland Park Unincorporated Area of Lake County resident, gave reasons for his support of the subject item.

By unanimous consent, Mayor Cheshire closed the public hearing.

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

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

7. OFFICERS' REPORTS

(a) **City Manager**

i. **Economic Development Status Update**

Mr. La Venia had no status updates on the economic development.

ACTION: 6:08:36 PM. No action was necessary.

ii. **COVID-19 and Declaration of Emergency Proclamation**

Mr. La Venia referred to the Coronavirus Disease 2019 (COVID-19) status reports previously provided to the city commission; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 6:08:36 PM. No action was necessary.

(b) **City Attorney**

Ms. Geraci-Carver indicated that there are no updates other than what is shown on the agenda summary report:

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

ACTION: 6:08:55 PM. No action was necessary.

8. PUBLIC COMMENTS

Mr. David Serdar, Fruitland Park Unincorporated Area of Lake County resident, voiced concerns on governmental entities' roles and the implications of harmful waste to the environment.

ACTION: 6:09:06 PM. No action was necessary.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian – LS-MPO

Commissioner Mobilian reported that there are no forthcoming Lake-Sumter Metropolitan Planning Organization meetings as they have been postponed

ACTION: 6:12:37 PM No action was necessary.

(b) Commissioner DeGrave – COVID-19 First Responders

Commissioner DeGrave acknowledged the Fruitland Park police, fire and staff for their perseverance on their encounters with the public and encouraged them to remain healthy.

ACTION: 6:12:47 PM No action was necessary.

(c) Commissioner Bell

i. Fruitland Park Elementary Teachers' Appreciation Recognition

After Commissioner Bell echoed the sentiments raised by Commissioner DeGrave, he referred to the email received earlier this day from Operation Bless Fruitland Park and conveyed the request for a video presentation from each elected official expressing their appreciation to the Fruitland Park Elementary school teachers and faculty staff in recognition of their commitments to the students.

Commissioner Bell addressed the inability, due to COVID-19, for Operation Bless Fruitland Park to host the annual April 22, 2020 Teachers' Appreciation Breakfast; noted the initiation of a *Fruitland Park Bucks* coupon drive accompanied with a letter to local area restaurants where the owners have agreed to participate and support same, and recognized May 4 to 8, 2020 as *Teacher Appreciation Week*.

ACTION: 6:13:09:10 PM By unanimous consent, the city commission supported the request of Operation Bless Fruitland Park for the city commissioners to submit a video presentation recognizing the Fruitland Park Elementary School teachers and faculty staff for their commitment and hard work in meeting the students' needs and agreed to proclaim May 4 to 8, 2020 as *Teacher Appreciation Week*.

ii. Excused Absence

Commissioner Bell noted the unlikelihood of not being able to attend the May 14, 2020 regular city commission meeting.

ACTION: 6:17:38 PM Upon Mayor Cheshire's suggestion, the city commission, by unanimous consent, agreed to accept Commissioner Bell's request to be excused if he is unable to attend the May 14, 2020 regular meeting.

(d) Vice Mayor Gunter, Jr.

Vice Mayor Gunter stated that he has nothing to report at this time.

ACTION: 6:18:00:10 PM No action was necessary.

10. MAYOR'S COMMENTS

(a) COVID-19 - Parks and Recreation Social Media

Mayor Cheshire voiced his concurrence with Commissioner DeGrave's earlier statements relating to the resilience of the police and fire department staff. After Mayor Cheshire referred to the recent live-stream interactive educational video featuring family games on the city's social media platform, he commended the Parks and Recreation Department staff for a job well done to which Mr. La Venia described the various daily activities from the recreation center which have been well-received by the community.

ACTION: 6:18:15 PM For informational purposes .

(b) Dates to Remember

Mayor Cheshire announced the following:

- April 30, 2020 regular city commission meeting – cancelled
- May 14, 2020 regular city commission meeting

ACTION: 6:19:24 PM. No action was necessary.

11. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 6:20 p.m.

The minutes were approved at the May14, 2020 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor

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

ITEM TITLE:	Fruitland Park’s History Discussion
For the Meeting of:	May 14, 2020
Submitted by:	City Clerk
Date Submitted:	May 6, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes (1823 Official Land Record, 1849 Fruitland Park Plat Map, and March 27, 1975 official minutes excerpt)

Item Description: Fruitland Park’s historical preparations was recognized by the city commission as shown on the March 27, 1975 excerpt.

Before the State of Florida became the 25th state and prior to the land records publicly filed with Sumter and Lake Counties, sources of information have revealed that Fruitland Park is approaching its official 200th year in existence and its incorporation almost 100 years ago.

As a result of the November 8, 2018 regular meeting on the creation of committees, the city attorney addressed the procedures to adopt resolutions for committee appointment and membership. Similar to the city commission’s decision in 1975 and prior to its 1975 centennial celebration, I am requesting the city’s consideration to create an event committee.

Action to be Taken:	City commission’s discretion.
Staff’s Recommendation:	
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Gainesville, Florida, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant **Davis Tillson**

according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the southeast quarter of the southeast quarter of Section five in Township nineteen south of Range twenty-four east of the Tallahassee Meridian, Florida, containing thirty-nine acres and eighty-three-hundredths of an acre,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever.

IN TESTIMONY WHEREOF, I, **Warren G. Harding,**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **TWENTY-FIFTH**

(SEAL)

day of **JANUARY** in the year of our Lord one thousand nine hundred and **TWENTY-THREE** and of the Independence of the United States the one hundred and **FORTY-SEVENTH.**

By the President,

By

Warren G. Harding

Viola B. Pugh

W. P. LeRoy

Secretary,

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number

893885

Land District East

STATE OF FLORIDA

Township 19 S. — Range 24 E.

Revised letter by Dr. L. H. G. 1849.



TRAVERSE.			
COURSE	DIST.	COURSE	DIST.
<i>Sec. 24</i>			
S 89° W.	6.00	S 71° W.	5.92
N 80° W.	12.65	S 22° W.	4.76
S 79° W.	2.80	S 39° W.	2.00
N 80° W.	13.66	N 10° E.	2.51
N 45° W.	4.12	N 44° E.	2.04
N 86° W.	9.16	N 28° W.	4.57
S 57° W.	6.00	N 71° W.	10.56
S 72° W.	12.00	N 56° W.	2.88
S 21° W.	2.89	N 22° W.	5.00
S 73° W.	17.23	N 49° W.	14.33
N 22° W.	8.34	N 35° W.	1.67
<i>Sec. 23</i>			
N 30° W.	3.91	N 30° W.	7.85
N 38° W.	5.03	N 19° W.	2.50
N 45° W.	8.39	N 15° W.	2.70
N 24° W.	2.76	N 2° W.	1.03
N 35° W.	4.91	N 12° W.	2.72
N 45° W.	6.34	North	4.76
N 10° W.	3.24	N 11° W.	2.38
North	3.81	N 28° W.	3.74
N 14° W.	3.09	<i>Sec. 34</i>	
N 30° W.	2.94	N 30° W.	3.50
<i>Sec. 14</i>			
N 42° W.	10.47	N 45° E.	6.45
N 75° W.	4.97	<i>Sec. 35</i>	
N 25° W.	2.82	N 41° E.	4.52
North	12.35	N 84° E.	7.46
N 13° W.	8.26	S 64° E.	3.97
N 27° W.	2.90	N 45° E.	4.45
N 45° W.	4.00	N 55° E.	11.37
N 29° W.	14.58	N 40° E.	4.88
N 4° W.	3.29	N 28° E.	3.93
N 40° W.	12.44	N 19° E.	10.72
N 30° W.	2.50	N 55° E.	8.15
N 39° W.	4.58	N 64° E.	7.92
N 46° W.	2.47	N 50° E.	5.83
N 2° W.	8.71	N 42° E.	11.01
<i>Sec. 1</i>			
N 67° E.	2.48	N 29° E.	7.07
N 48° E.	5.87	N 40° E.	2.44
N 34° E.	4.07	<i>Sec. 26</i>	
N 17° E.	3.50	N 30° E.	3.22
N 5° E.	7.28	N 60° E.	5.10
N 10° W.	26.76	N 15° E.	3.73
N 10° E.	4.76	S 57° E.	4.08
N 33° E.	2.53	<i>Sec. 25</i>	
N 36° E.	28.66	S 80° E.	3.00
<i>Sec. 12</i>			
S 64° W.	2.65	S 62° E.	3.46
S 81° W.	4.36	South	1.67
S 62° W.	17.48	S 87° E.	7.42
S 41° W.	3.00	S 66° E.	7.88
S 34° W.	10.94	<i>Sec. 36</i>	
S 22° W.	7.22	S 66° E.	2.83
S 14° W.	10.60	S 85° E.	5.21
S 4° W.	9.21	N 78° E.	3.04
S 5° E.	10.31	N 68° E.	2.55
S 5° W.	6.20	<i>Sec. 25</i>	
S 31° E.	13.75	N 63° E.	9.90
S 7° E.	2.46	S 55° E.	8.03
<i>Sec. 13</i>			
S 7° E.	4.34	<i>Sec. 36</i>	
S 24° E.	16.70	S 53° E.	7.30
S 16° E.	11.51		

CONTENTS.					
NO.	AREA.	NO.	AREA.	NO.	AREA.
1	546.48	13	75.93	25	658.05
2		14	297.25	26	637.26
3	641.40	15	639.12	27	640.76
4	636.40	16	634.64	28	638.28
5	637.40	17	637.50	29	640.88
6	636.72	18	641.44	30	641.72
7	643.24	19	642.08	31	641.84
8	642.42	20	640.20	32	643.00
9	639.52	21	638.00	33	641.50
10	643.32	22	642.28	34	635.17
11		23	599.97	35	248.33
12	219.50	24	355.23	36	2.14

Entered

TOWNSHIP LINES.

The Exterior Lines were Surveyed by Lewis M. Prevost, Deputy Surveyor, in 1843.

SECTIONED

By Benj. F. Whitner, Dep. Surv. in the months of Dec'r. & Jan'y. 1848 and 1849.

Edward Coltran }
Hardy Carter } were Chainmen.

Scale 40 Chains to an inch. Var. 4' 30" E.

Examined, compared with Field Notes, and Approved by Sec'y. 1849

B. A. Putnam
Surv. General

Land Surveyed	By Whom	Date of Contract	No of Miles	Rate per mile	Amount
Section Lines	B. F. Whitner Jr.	15 Nov 1848	52.09.73		
Traverse			9.45.06		
Part of East Main			44.34		
			62.19.13	Four dollars	\$248.96

Survey paid for per L. Office Report 12/3 of 14 Dec: 1849

6900 sq. ft. He had bids from Carl Screws, \$584 and Wayne Austin, \$483. This includes cleaning the roof and gutters. Discussion.

Com. Boatwright made a motion we engage Wayne Austin to paint the roof of the new City Hall. Com. Doyle seconded the motion. Motion carried unanimously.

The Manager said that was about all he had at the present time, then added he was still working on more grants.

MAYOR REPORT: He reminded the City Commission that next year, 1976, the City of Fruitland Park will be 50 years old, as a chartered city and 100 years old as a community. He would like to see some kind of celebration. He didn't know if it was the responsibility of the Commission or a private venture, but while a few of the "old timers" were still around he thought money should be allocated for someone to write a history of Fruitland Park and keep it up to date. There is a book of the History of Fruitland Park that started back in the 1800's up to 1926, but it stopped there. He would like for the Commission to give it some thought and see if they could come up with some kind of recommendation. Discussion.

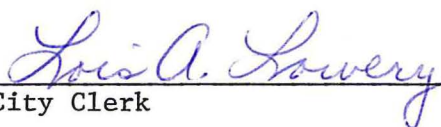
COMMITTEE REPORTS: None. Com. Doyle asked if we had ever set up standing committees as we had in the past. It was felt that with a City Manager, few were needed, a cemetery committee had been appointed for this year, recreation committee had not been appointed as yet. City Manager had been wanting to ask the Commission if they wanted to become involved. Discussion. City Manager to make recommendations at next meeting.

OLD BUSINESS: Com. Boatwright asked if the Attorney had had a chance to research about swimming pools. Answer: No state law, only public pools is all.

Citizen asked about sidewalks. Mayor answered it cost about as much to build sidewalks as streets and when the streets were all paved, we would probably be building sidewalks. We may have some bicycle trails through the county's application for funds for some. Discussion.

NEW BUSINESS: None

Com. Rast made a motion to adjourn, seconded by Com. Boatwright, motion carried unanimously.



City Clerk



Mayor



**AGENDA ITEM
NUMBER
7b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Attorney Report		
For the Meeting of:	December 13, 2018		
Submitted by:	City Attorney		
Date Submitted:	December 5, 2018		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:			
Description of Item:			
Please find below items to report to the City Commission.			
<u>Notice of Claim – James Hartson:</u> No developments to report. The civil allegation complained of allegedly would have occurred April 16, 2016.			
<u>Notice of Claim – Larry Odum:</u> No developments to report. The civil allegation complained of allegedly would have occurred in 2006. The statute of limitations has expired on any conceivable cause of action. This item will be removed from future reports. Should a suit be filed by Mr. Odum despite the statute of limitations having expired, then the Commission will be notified.			
<u>Creation of Committees:</u> At the November 8 Commission meeting the Commission asked what the requirements are for forming committees, specifically an event committee. The City’s Charter, Sec. 3.07 entitled “Mayor”, provides authority for the mayor to “name committees of the commission and appoint members of the city boards with approval of the commission”. Therefore, the Mayor can create an Event Committee and appoint members to serve on the Committee, then it will come before the Commission for approval. It is recommended to accomplish this in a two-step process. The first step is for the Commission to adopt a resolution approving an Events Committee. The second step is for the Commission to adopt a resolution approving the Mayor’s appointments to the Events Committee.			
Action to be Taken:			
Staff’s Recommendation:			
Additional Comments:			

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

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET**

Item Number: 5b

ITEM TITLE: MuniTemps Agreement Discussion
For the Meeting of: May 14, 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: **Discussion on 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.

The city manager will be providing more information regarding the agreement. (Postponed from the April 16, 2020 meeting.)

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 31st 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 California.

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 04/01/2020

**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, 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

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET**

Item Number: 5c

ITEM TITLE: Storm Debris Collection Discussion – Resolution 2020-024

For the Meeting of: May 14, 2020

Submitted by: City Attorney/City Manager

Date Submitted: May 5, 2020

Funds Required: Yes (FEMA Grant)

Account Number:

Amount Required:

Balance Remaining:

Attachments: Proposed Resolution 2020-024 and Lake County’s August 21, 2018 approved Interlocal Agreement

Item Description: **Storm Debris Collection Discussion** The city will need to notify Lake County, no later than May 31, 2020, to use the county for storm debris removal or handle same directly.

Action to be Taken: City commission’s discretion.

Staff’s Recommendation:

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ELECTING TO UTILIZE LAKE COUNTY FOR COLLECTION OF STORM DEBRIS PURSUANT TO THE TERMS OF THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT OF WAY; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida entered into the Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for the collection of storm debris from streets and right-of-way in 2018 and must elect annually no later than May 31st whether or not to utilize Lake County for debris removal and notify Lake County of such prior to that date;

WHEREAS, the City Commission finds it is beneficial to the city and its residents and that the Commission is authorized by Section 163.01, Florida Statutes, to utilize Lake County for debris removal for the next year; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida elects to utilize Lake County for debris removal pursuant to the terms of the Interlocal Agreement between the City of Fruitland Park Florida and Lake County.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Commission elects to utilize Lake County for debris removal from streets and right-of-way pursuant to the Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for the collection of storm debris from streets and right-of-way.

Section 2. The Commission directs the City Manager to notify Lake County no later than May 31, 2020 of the City Commission's election to utilize Lake County for debris removal from streets and right of way.

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

PASSED AND RESOLVED this ____ day of _____, 2020, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE CITY OF FRUITLAND PARK, FLORIDA
FOR
COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT-OF-WAY**

This is Interlocal Agreement (“Agreement”) is by and between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”), and the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (“CITY”), collectively “the parties”.

WITNESSETH:

WHEREAS, the County has contracted with private contractors to provide services for the removal of debris from public streets and rights-of-way resulting from hurricanes, tornadoes and other similar events; and

WHEREAS, the County and the City find it a public benefit to allow municipalities in Lake County to utilize the County’s contractors within the municipality, if desired; and

WHEREAS, the County and the City find that this agreement regarding debris removal is in the best interest of both parties.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. City Obligations.
 - A. On an annual basis, between May 1 and May 31, the City shall provide the County with written notice of the City’s plan for the collection of storm debris from streets and rights-of-way located within the City’s limits or jurisdiction. Specially, the written notification shall state whether the City intends to utilize one of the following options for the period of June 1 to May 31:

Option A: Accessing County’s Contract. The County agrees to allow its contracts for emergency debris removal services to be accessible by the City. The County will require debris removal contractors to handle debris activities in accordance with FEMA, FHWA, and other applicable agency requirements. If the City notifies the County that the City chooses Option A, or if Option A is decided by default pursuant to section B below, the City

will be solely responsible for its own agreement with, monitoring of, and payments directly to the contractor(s) for the services for the June 1 to May 31 period. Under this option, the County will not be involved in the any debris removal from the streets or rights-of-way within the City's limits and jurisdiction. If this option is chosen, the City will be solely responsible for submittal of expenses, monitoring, reports, and documentation to the appropriate Federal or State agencies for reimbursement or payment.

OR

Option B: County as Agent. If the City notifies the County that the City elects this option, the County agrees to complete the obligations contained in paragraph 3(A) of this Agreement. If the City elects to only have the County act as its agents under this option in only part of the City, the City shall provide a detailed map where removal shall occur by the County.

- B. THE CITY MUST NOTIFY THE COUNTY EVER YEAR (by May 31) WHETHER THE CITY ELECTS OPTION A (ACCESSING COUNTY'S CONTRACT) OR OPTION B (COUNTY AS AGENT) FOR THE PERIOD (June 1- May 31).** If a City fails to provide written notice to the County by May 31 of the City's option for that year, the County, without further notice to the City, will conclude that the City has opted for Option A above.
- C. The City agrees that payment(s) will be in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

3. County Obligations.

- A. If the City timely notifies the County of the City's election of Option B, the County agrees to provide emergency debris removal services from the municipal streets and rights-of-way using the County's contractor(s) and monitoring consultant, pursuant to the following:
- i. Such services will be provided along the municipal streets and rights-of-way in the geographical area or legal description provided by the City to the County. The City will not conduct debris removal activities in the areas of the City where it has requested the County perform the

service.

- ii. Vegetative debris must be loose, not bagged; to ensure only vegetative debris is present (no garbage, metal, etc.) as this can damage the mulching machines. The size of the individual debris (i.e., tree limbs) should be manageable Class III debris (construction debris such as shingles, wood, drywall, glass, etc. as defined by FAC 62-701) and tree stumps may not be picked up unless Federal or State Agencies have authorized such pick up.
- iii. The County agrees to make payments necessary in order to have the debris hauled and monitored by the County's contractors, pending Federal and/or State reimbursement.
- iv. Upon completion of the debris removal services within the geographical area or legal description provided by the City, the County will send an invoice to the City. Upon receipt of invoice and pursuant to the Florida Local Government Prompt Payment Act, the City will pay the County twenty-five percent (25%) of the City's estimated cost. The calculation of the City's estimated cost will be determined by the actual volume of material collected within the corporate limits of the municipality based on trip sheets generated by site monitors at the time debris is delivered to County-designated collection sites. It is understood that Federal and/or State reimbursement and auditing activities may take several years after the event and debris removal before a final resolution occurs; at the time such final resolution occurs, County and the City will agree on a complete and final accounting and split of costs for such debris removal.
- v. Federal and State Agencies generally will not reimburse debris removal activities from private property and will only reimburse removal of eligible debris as determined by the Agency. The County will instruct its contractors not to remove or dispose debris from private property; unless, the City sends a written request to the County and the City agrees to be responsible for the full cost (100%) of such removal and disposal.

In such request, the City must include a legal description for the private property. Prior to the start of the debris removal activities on the private property, the City will obtain rights-of-entry or other authority satisfactory to meet Federal and State requirements. The County will invoice the City the cost of the removal and disposal from the private property and the City shall remit payment to the County within forty-five (45) days of receipt of the invoice.

vi. The County agrees to submit to Federal and/or State agencies applications for reimbursement for the debris picked up by County contractors within City's limits. If the City has other expenses for debris removal which were expended outside this Agreement, the City shall submit those expenses separately to appropriate Federal and/or State agencies. The City agrees to provide to appropriate Federal and/or State agencies documentation to support such expenses and to show that such expenses do not duplicate expenses submitted by the County.

B. If the City chooses Option A, or if the City defaults in choosing an Option by deadline stated, the County has no obligation to remove debris, haul, monitor, or submit documentation for reimbursement on behalf of the City.

C. In the event that Federal or State agencies determine that the County cannot perform services for the City as set forth hereunder, the County will notify the City in writing within five (5) business days of the determination of the Federal or State agency. The Town Mayor and the County Manager will then after coordinate on an alternative solution. In the event a Federal or State agency determines that the County cannot perform services for the Town, the County may terminate this Agreement and the parties hereby agree that the County shall have no obligations hereunder.

4. Prior Agreements. Upon the effective date of this Agreement, any prior agreements, if any, between the City and the County regarding the collection of storm debris from streets and rights-of-way are terminated. This 2018 Agreement shall supersede and replace any other written or oral agreement between the parties regarding the collection of storm debris from streets and rights-of-way.

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

6. Indemnification. To the extent permitted under Florida law, the City agrees to indemnify, defend, assume all liability for and hold the County, its employees and authorized agents harmless from any and all actions, damages, claims, suit, penalties, obligation, liabilities or injuries to properties, persons or entities, which may be caused or resulted from the debris removal services provided in the City's limits under this Agreement.

7. Term and Termination. This Amendment shall take effective immediately upon execution ("effective date") and shall remain in effect until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party; however, if debris removal activities have commenced, then the effective date of a termination by the County will be the day following completion of debris removal activities. Should either party terminate this Agreement after debris removal activities (including staging and actual debris removal) such party shall be liable to the other for any costs and expenses incurred prior to the date of termination.

8. Notices.

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

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

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

cc: Department of Public Works
P.O. Box 7800
Tavares, Florida 32778

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

- C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.
- D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, to the other party in a manner designated for the filing of notice hereunder.

9. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

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

ATTEST:


 Gary J. Cooney, Clerk
 Board of County Commissioners
 of Lake County, Florida


COUNTY

LAKE COUNTY, FLORIDA, through its Board of County Commissioners


 Timothy I. Sullivan, Chairman

This 21 day of August, 2018.

Approved as to form and legality:


 Melanie Marsh, County Attorney

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND FRUITLAND PARK REGARDING DEBRIS REMOVAL

CITY

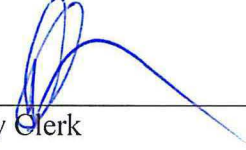
CITY OF FRUITLAND PARK, FLORIDA



Chris Cheshire, Mayor

This 28 day of June, 2018.

ATTEST:



City Clerk

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Resolution 2020-017 Gardenia Park Swimming Pool Agreement - Leesburg Aquatics Club

For the Meeting of: May 14, 2020

Submitted by: City Attorney/City Manager/Parks and Recreation Director

Date Submitted: May 6, 2020

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Yes (Proposed resolution and agreement)

Item Description: Resolution 2020-017 Gardenia Park Swimming Pool Agreement with Leesburg Aquatic Club

Action to be Taken: Adopt Resolution 2020-017

Staff's Recommendation: Approval.

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN LEESBURG AQUATICS CLUB, INC. AND THE CITY OF FRUITLAND PARK FOR USE OF GARDENIA PARK SWIMMING POOL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY") entered into an agreement with Leesburg Aquatics Club, Inc. ("Leesburg Aquatics") to allow Leesburg Aquatics to use the pool at Gardenia Park under certain conditions (hereinafter referred to as the "Park") thru September 30, 2019; and

WHEREAS Leesburg Aquatics and the City extended the term for an additional one year period from October 1, 2019 thru September 30, 2020; and

WHEREAS Leesburg Aquatics and the City would like to extend the term of the Agreement for an additional one year period from October 1, 2020 thru September 30, 2021; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the agreement is beneficial to the CITY and its residents; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to approve the Agreement between the City and Leesburg Aquatics.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement between Leesburg Aquatics Club, Inc., a Florida not-for-profit corporation, and the City of Fruitland Park (the "Agreement"), a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this _____ day of May, 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

AGREEMENT

This Agreement is made on June _____ 2020 between **Leesburg Aquatics Club, Inc.**, a Florida not-for-profit corporation, (“Leesburg Aquatics”), P.O. Box 490475, Leesburg, FL 34749 and the **City of Fruitland Park** for the Parks and Recreation Department (“the City”), 201 West Berckman Street, Fruitland Park, Florida 34731 to use the City’s swimming pool for swim practice.

The parties agree to the following terms and conditions: This Agreement between the two parties will commence October 1, 2020 and be valid until September 30, 2021 except if otherwise terminated as provided below:

1. Leesburg Aquatics will pay the City a total of \$3,000 annually in equal monthly installments of \$250.00. Leesburg Aquatics’ use of the pool located at Gardenia Park shall be non-exclusive. Payment shall be due and payable to the City on or before the first of each month commencing October 1, 2020 and continuing each month as provided for herein for the term of this Agreement.
2. Leesburg Aquatics shall provide, at its sole expense, a dedicated certified lifeguard on stand whose sole purpose is to guard and shall not be involved with coaching during Leesburg Aquatics use of the pool. The lifeguards will be paid directly by Leesburg Aquatics.
3. Leesburg Aquatics may use the pool for its practices. The City of Fruitland Park Recreation Director and Leesburg Aquatics will work together to determine time schedules for Leesburg Aquatics’ usage based on availability of the pool.
4. Insurance: Leesburg Aquatics, at its expense, shall acquire and maintain at all times liability insurance in the amounts specified by the City, including but not limited to, workers’ compensation, required to cover its staff, employees and lifeguards who are involved in the performance of its obligations pursuant to this Agreement. Leesburg Aquatic’s insurance shall name the City of Fruitland Park as an additional insured and as a certificate holder. Leesburg Aquatics shall provide a copy of all current certificates of insurance and endorsements, naming the City as an additional insured and a certificate holder, required hereunder to City within five (5) business days of execution of the contract by both parties.
5. City shall not be liable for any and all damages, actions, suits, claims, and demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of Leesburg Aquatics’ use of the pool pursuant to this Agreement. In that regard, Leesburg Aquatics shall indemnify and defend and hold harmless City, its officers, directors, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney’s fees, costs and expenses of whatsoever kind or nature arising out of the performance of the terms of this Agreement, including those arising out of injury to or death of any individuals, whether arising before, during, or after use of the pool, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Leesburg Aquatics or its employees, lifeguards, agents, or volunteers.
6. If Leesburg Aquatics fails to make the necessary payment twice in a row, the City may terminate this contract immediately and will be assessed a penalty of two hundred dollars

(\$200.00). Leesburg Aquatics will be required to pay the City all outstanding monies owed plus the penalty.

7. DISPUTE RESOLUTION.

- a. The City and Leesburg Aquatics acknowledge that issues may arise between the parties during the term of this agreement. It is the intent of the parties that any such issues or disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.
 - b. To that end, any dispute that arises should be communicated as soon as either party becomes aware of an issue. If the Board of Leesburg Aquatics identifies an issue or the City identified an issue, the issue should be discussed by the Recreation Director of the City and Ellen Earley for Leesburg Aquatics, and if possible, resolved at this level.
 - c. If the disagreement cannot be resolved at the initial level, the City Manager of the City and Ellen Earley for Leesburg Aquatics shall meet and discuss and attempt to resolve the issue. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available.
8. Leesburg Aquatics shall comply with all applicable child care regulatory requirements.
9. Governing Law/Venue and Jurisdiction: This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction regularly sitting in Lake County, Florida.
10. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or verbal negotiations with regard hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.
11. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility.

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

Approved by the City Commission of the City of Fruitland Park, Florida this ____ day of _____ 2020.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST: (SEAL)

ESTHER COULSON, CITY CLERK

LEESBURG AQUATICS CLUB, INC.,

By: _____
Walter Birriel, President

By: _____
Kerri Privitera, Secretary

Dated: _____

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

ITEM TITLE:	Resolution 2020-020 Swimming Pool Exercise Classes – Infinity Fitness Inc.
For the Meeting of:	May 14, 2020
Submitted by:	City Attorney/City Manager/Parks and Recreation Director
Date Submitted:	May 6, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes (Proposed resolution and agreement)
Item Description:	Resolution 2020-020 Swimming Pool Exercise Classes, Infinity Fitness
Action to be Taken:	Adopt Resolution 2020-020
Staff’s Recommendation:	Approval.
Additional Comments:	N/A
City Manager Review:	Yes
Mayor Authorization:	Yes

RESOLUTION 2020-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN INFINITY FITNESS AND SPA, INC. AND THE CITY OF FRUITLAND PARK FOR USE OF CITY SWIMMING POOL FOR EXERCISE CLASSES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park desires to have exercise classes available for its residents at the City's swimming pool; and

WHEREAS, Infinity Fitness and Spa, Inc. also desires to have a swimming pool location to provide exercise classes to its members; and

WHEREAS, the City of Fruitland Park and Infinity Fitness and Spa, Inc. each desire to set forth the terms and conditions of its agreement in writing; and

WHEREAS, the City Commission has broad Home Rule authority and it authorized to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement between Infinity Fitness and Spa, Inc. and the City of Fruitland Park, Florida, **a copy of which is attached hereto**, is approved.

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

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

PASSED AND RESOLVED this ____ day of _____, 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

AGREEMENT

This Agreement is made on _____ 2020 between Infinity Fitness and Spa Inc. (“Infinity Fitness”), 3200 US Hwy 441/27 Fruitland Park, Florida and the City of Fruitland Park for the Parks and Recreation Department (“the City”), 201 West Berckman Street, Fruitland Park, Florida 34731 to use the City’s swimming pool for exercise.

The parties agree to the following terms and conditions: The Agreement between the two parties will be valid until September 8, 2021 except if otherwise terminated as provided below:

- 1 Infinity Fitness will pay the City a total of \$1.50 per visit for its members to use the pool located at Gardenia Park.
- 2 Infinity Fitness will also offer one additional class at the pool located at Gardenia Park no less than once per week and that any community participant can attend without charge by Infinity Fitness. The instructor will be paid directly by Infinity Fitness.
- 3 Insurance: Infinity Fitness, at its expense, shall acquire and maintain at all times liability insurance in the amounts specified by the City, including but not limited to, workers’ compensation, required to cover its staff and employees who are involved in the performance of its obligations pursuant to this Agreement. Infinity Fitness’s insurance shall name the City of Fruitland Park as an additional insured and as a certificate holder. Infinity Fitness shall provide a copy of all current certificates of insurance and endorsements, naming the City as an additional insured and a certificate holder, required hereunder to City within five (5) business days of execution of the contract by both parties.
- 4 If Infinity Fitness fails to make the necessary payment twice in a row, the City may terminate this contract immediately and will assess a penalty of two hundred dollars (\$200.00). Infinity Fitness will be required to pay the City all outstanding monies owed plus the penalty.
- 5 Infinity Fitness will only be liable for members that have complete names and key tag numbers included on bill. If Infinity Fitness fails to make the necessary payment even after the stipulated time, the City will have the authority to initiate civil litigation. Infinity Fitness will be sent a notice before the litigation is filed.
- 6 Governing Law/Venue and Jurisdiction: This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction regularly sitting in Lake County, Florida.
7. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida “Public Records” law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR’S office or facility.

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

8. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or verbal negotiations with regard hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.

Date: _____

Albert Cardiello, Infinity Fitness and Spa Inc.

Date: _____

Mayor Chris Cheshire, City of Fruitland Park, Florida

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

ITEM TITLE: Resolution 2020-019 Water Wastewater Utilities
Plant Facilities Operations Maintenance
Agreement

For the Meeting of: May 14, 2020
Submitted by: City Attorney/City Manager/Public Works Director
Date Submitted: May 6, 2020
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Yes (Proposed resolution and agreement)

Item Description: Resolution 2020-019 Water Wastewater Utilities
Plant Facilities Operations Maintenance Agreement with ATS Environmental
Services Inc.

Action to be Taken: Adopt Resolution 2020-019

Staff's Recommendation: Approval.

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE OPERATING AGREEMENT BETWEEN AT ENVIRONMENTAL SERVICES INC. AND THE CITY OF FRUITLAND PARK FOR OPERATION AND MAINTENANCE OF THE CITY'S WATER UTILITIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY") owns a water utility system which requires operation and maintenance including testing, report submittals and staffing requirements; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it prudent to enter into an agreement with a third-party vendor to operate and maintain the City's water utility system; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to approve the Agreement and finds it is beneficial to the City, its residents, businesses and water utility customers.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Operating Agreement between Environmental Services, Inc., and the City of Fruitland Park (the "Agreement"), a copy of which is attached hereto, is approved.

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

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

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

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

A.T. ENVIRONMENTAL SERVICES INC.

PO BOX 271

ANTHONY, FLORIDA 32617

(352) 572-7599

E-mail: atenvironmental@gmail.com

Certified and Insured

Date: May 14, 2020

Operating Agreement for **The City of Fruitland Park**

The following prices are broken down by days per week and an explanation of duties to operate the city's water/wastewater facility.

Two hundred and fifty dollars (\$250.00) per day for a six-day week operation

These charges include (for water):

1. All required plant operation monitoring and testing pursuant to the City of Fruitland Park's St. John's River Water Management District permit(s), the State of Florida Department of Environmental Protection's (FDEP's) requirements and other Florida laws and regulations.
2. Routine bacteriological water testing. (This does not include sample cost or re-checks and special chemical analysis as required by FDEP.)
3. Basic preventive maintenance.
4. PH, chlorine residual readings and all required sampling and testing as set forth in **Exhibit A** attached hereto.
5. Monthly operational reports will be filed with FDEP.

CONTRACTOR represents and warrants to the city that it, its agents and employees have any and all licenses, permits, or approvals required to operate the city's water/wastewater facility.

It is the responsibility of the city to provide the chlorine, filters, oil/grease, supplies/parts and the replacement of equipment. A.T. Environmental Services Inc., CONTRACTOR, has a twenty-four (24) hour emergency service at seventy-five dollars (\$75.00) per hour. This charge is for all call-out work which is beyond the preventive maintenance performed by the certified operator during his visits.

CONTRACTOR, at its expense, shall provide liability insurance protecting the city from any type of liability, and furnish city with a copy of the policies or contracts of insurance and duplicate payment receipt upon execution of this agreement and within five (5) days of each policy renewal thereof. CONTRACTOR shall cause all insurance policies required by the terms of this agreement to provide for fifteen (15) days' written notice to the city by each insurance company of any cancellation of insurance and the city shall be named as an additional insured on all of CONTRACTOR's insurance policies required herein. In the event that the city fails to maintain insurance as required herein, in addition to its right to declare a default, the city shall have the right to maintain insurance in which case any premiums paid shall be payable by CONTRACTOR and deducted from the amount the city is to pay CONTRACTOR. The parties shall fully cooperate in

making claims and furnishing information to the insurer or the insurers, and in obtaining settlement and payments from the insurer or insurers.

a) Commercial General Liability Coverage:

Limits of Insurance:

Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$ 100,000.00 (Any One Fire)
Medical Expense Limit	\$ 5,000.00 (Any One Person)
Personal and Advertising Injury Limit Organization)	\$1,000,000.00 (Any One Person or
General Aggregate Limit	\$2,000,000.00
Products/Completed Operations Aggregate Limit	\$1,000,000.00

b) Automobile Insurance Policy:

Limits of \$300,000.00 for any vehicle owned by CONTRACTOR for operation on city-owned property.

c) No insurance will be acceptable unless written by a company licensed by the State of Florida and authorized to do business in Florida.

CONTRACTOR shall indemnify City against all liabilities, expenses and losses incurred by the City arising out of or related CONTRACTOR'S performance or non-performance of the terms set forth in this agreement to include but not being limited to (a) failure by CONTRACTOR, or its agents, to perform any provision, term, covenant or agreement required to be performed by the CONTRACTOR under this agreement; (b) any occurrence, injury or personal or property damage which shall happen in or about the water plant facilities resulting from the condition, maintenance, or of the operation of the water facilities; and (c) failure to comply with any requirements of any governmental authority or insurance company. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals.

The city and CONTRACTOR acknowledge that issues may arise between the parties during the term of this agreement. It is the intent of the parties that any such issues or disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.

1. To that end, any dispute that arises should be communicated as soon as either party becomes aware of an issue. If CONTRACTOR identifies an issue or the City identified an issue, the issue should be discussed by the public works director of the city and Tim Fish for CONTRACTOR, and if possible, resolved at this level.
2. If the disagreement cannot be resolved at the initial level, the city manager of the city and Tim Fish for CONTRACTOR shall meet and discuss and attempt to resolve the issue. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available.

Cancellation of services must be in writing with a thirty (30) day notice, from either party.

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the city shall be the property of the city and will be turned over to the city upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the city are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility.

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

Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

GENERAL CONDITIONS:

1. Amendment. This agreement may be amended or modified, but only by a written instrument executed by the parties.
2. Construction. This agreement has been reached through mutual negotiation and shall be deemed to have been constructed by both parties and shall not be construed in favor of one party over the other by reason of drafting.
3. Invalidity. If one or more of the provisions of this agreement are determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this agreement.
4. Performance. The failure of any party to require performance of any provision hereof shall not affect the right to require such performance at any time thereafter.
5. Relationships. Nothing in this agreement shall be construed as creating an employer/employee or agency relationship between City and the CONTRACTOR. Neither City nor CONTRACTOR shall have authority to enter into any contract binding upon the other, or to create any obligation upon the other, in the absence of a written authorization signed by the other party.
6. Execution. This agreement may be executed in counterparts, and each counterpart whether original, photocopy, or facsimile copy, or any amalgamation thereof shall be deemed to be a binding original of this agreement.
7. Prevailing Party. If either party resorts to litigation to remedy a breach of this agreement by the other party the prevailing party in the litigation, in addition to any other remedies available under this agreement or by law, may collect its reasonable attorney fees and other costs and expenses of litigation including costs and fees incurred for appeal.
8. Nondiscrimination. CONTRACTOR will not discriminate in its employment practices or its treatment of employees or students on the basis of race, color, religion, sex, age, marital

status, or national origin nor will CONTRACTOR discriminate against any qualified individual with a disability. CONTRACTOR recognizes that sexual harassment constitutes discrimination on the basis of sex.

9. This agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this agreement shall lie in Lake County, Florida, and jurisdiction shall be in the Circuit Court of Lake County, Florida. The parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.
10. This agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the City to exercise any power given the City hereunder, or to insist upon strict compliance by CONTRACTOR of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the City's right to demand exact compliance with the terms hereof.

A.T ENVIRONMENTAL SERVICES, INC., a Florida corporation,

Timothy H. Fish, President

Date

Adam Fish, Co-Owner

Date

CITY OF FRUITLAND PARK, FLORIDA

City of Fruitland Park
Chris Cheshire, Mayor

Date

Attest:

Esther B. Coulson, City Clerk

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

ITEM TITLE: Resolution 2020-021 School Resource Officer Program
For the Meeting of: May 14, 2020
Submitted by: City Attorney/City Manager/City Treasurer/Police Chief
Date Submitted: May 6, 2020
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Yes (Proposed resolution and agreement)

Item Description: Resolution 2020-021 School Resource Officer Program for Fruitland Park Elementary School - Lake County School Board Agreement

Action to be Taken: Adopt Resolution 2020-021

Staff's Recommendation: Approval.

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR THE SCHOOL RESOURCE OFFICER PROGRAM 2020/2021; ROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Lake County, Florida has requested the City provide a School Resource Officer for the Fruitland Park Elementary School for 2020/2021 school year and the School Board will pay \$74,307.00 plus pay overtime, if any; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds that providing a City of Fruitland Park officer to act as the school resource officer at Fruitland Park Elementary for the 2020-2021 school year is beneficial to the City and its residents and is authorized by Section 163.01, Florida Statutes, with the authority to enter into an agreement for this public purpose; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for the School Resource Officer Program 2020/2021.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for the School Resource Officer Program 2020/2021, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for the School Resource Officer Program 2020/2021

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

PASSED AND RESOLVED this ____ day of May, 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA
AND THE CITY OF FRUITLAND PARK, FLORIDA FOR THE SCHOOL
RESOURCE OFFICER PROGRAM [2020/2021]**

This **AGREEMENT** is entered into by and between the **City of Fruitland Park, Florida**, a Florida municipal corporation, hereinafter referred to as “**LAW ENFORCEMENT AGENCY**” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “**SCHOOL BOARD**”.

WITNESSETH:

WHEREAS, the **SCHOOL BOARD** is seeking a School Resource Officer (an “**SRO**”) for the Fruitland Park Elementary School to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the **LAW ENFORCEMENT AGENCY** is willing to place a Fruitland Park Police Officer at Fruitland Park Elementary School for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the **LAW ENFORCEMENT AGENCY** will provide one (1) sworn Fruitland Park Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the **SCHOOL BOARD** to act as an **SRO** at the one designated

elementary school (Fruitland Park Elementary School) under the terms and conditions of this Agreement.

1. Term of Agreement. The Term of this Agreement shall be for the next school year, beginning the 10th day of August 2020 through the last day of school for students in May 2021
2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO at Fruitland Park Elementary School. The SRO shall interact with students and provide security at the one designated elementary school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit “A” attached hereto.
3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the School Board under the preceding sentence shall not include punitive damages or any interest for the period

before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated elementary school. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall

transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

5. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign the SRO with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO.

6. Leaves/Coverage. The Chief of Police or another designated scheduling officer will provide vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

7. Hours of Assignment. The SRO will be stationed at Fruitland Park Elementary School for eighty (80) hours per two (2) week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

8. Additional Hours of Assignment. Additional hours of assignment during a two (2)

week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

9. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.
10. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated elementary school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.
11. Supervising Authority. During the term of this Agreement, the SRO assigned shall remain a City employee under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SRO will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two (2) week period. The SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as

required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

12. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to the SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.
13. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for the SRO if or when determined necessary by the LAW ENFORCEMENT AGENCY.
14. Compensation. The SCHOOL BOARD will pay the CITY OF FRUITLAND PARK Fifty-Eight Thousand Seven Hundred Eight (\$58,708.00) Dollars plus overtime, if any, for services of the one (1) SRO provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the CITY OF FRUITLAND PARK in quarterly installments (September, November, February, and May) commencing on the 1st day of September 2020. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF FRUITLAND PARK agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.
15. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County Florida
201 West Burleigh Boulevard
Tavares, Florida 32778

LAW ENFORCEMENT AGENCY: Chief of Police

Fruitland Park Police Department
506 W Berckman Street
Fruitland Park Florida 34731

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

- 16. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the School Board of Lake County, Florida and the City of Fruitland Park on this day _____ of _____ 2020.

THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA

Attest: _____

By: _____

Diane Kornegay, Superintendent

Kristi Burns, Chairperson

Date _____

Date: _____

Approved _____

School Board Attorney

THE CITY OF FRUITLAND PARK

Attest: _____

Esther Coulson, City Clerk

By: _____

Chris Cheshire, Mayor

Date _____

Date: _____

Approved _____

Anita Geraci-Carver, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Fruitland Park Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Fruitland Park Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.
12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.
13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.
14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.
21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.
22. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.
23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.
24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

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

ITEM TITLE: Resolution 2020-023 Community Development Block Grant Program – FYs 2021-2023

For the Meeting of: May 14, 2020

Submitted by: City Attorney/City Manager

Date Submitted: May 6, 2020

Funds Required: No

Account Number: N/A

Amount Required: N/A

Balance Remaining: N/A

Attachments: Yes (Proposed resolution and agreement)

Item Description: Resolution 2020-023 - the city's agreement to participate in eligible activities under Lake County Urban County Entitlement CDBG Program for FYs 2021-2023

Action to be Taken: Adopt Resolution 2020-023

Staff's Recommendation: Approval.

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE URBAN COUNTY COOPERATION AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF FRUITLAND PARK TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM: FEDERAL FISCAL YEARS 2021, 2022 AND 2023; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, provides federal funds to Lake County to carry out eligible community development activities; and

WHEREAS, the City of Fruitland Park agrees to participate in eligible activities to be carried out under the Lake County Urban County Entitlement Community Development Block Grant Program; and

WHEREAS, the Mayor of the City of Fruitland Park is authorized to execute this Cooperation Agreement and send notice of the municipality's election to participate in the Urban County Entitlement Community Development Block Grant Program to the U.S. Department of Housing and Urban Development at the Jacksonville Field Office; and

WHEREAS, Lake County and the City of Fruitland Park agree to cooperate to undertake, or assist in undertaking, community and housing assistance activities that benefit low and moderate income persons, and

WHEREAS, all parties to this Cooperation Agreement will take all actions necessary to assure compliance with certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. Further, all parties will comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and with other applicable laws.

WHEREAS, The Urban County will not provide funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. Noncompliance by a unit of general local government included in an Urban County may constitute noncompliance by the County that can, in turn, provide cause for funding sanctions or other remedial actions by the U.S. Department of Housing and Urban Development; and

WHEREAS, this agreement shall be in effect for the three year program period: Federal Fiscal Years 2021, 2022 and 2023, and remains in effect until the CDBG funds and program income received (with respect to activities carried out during the three-year qualification period) are expended and the funded activities completed, and that the County and the City of Fruitland Park cannot terminate or withdraw from the Cooperation Agreement while it remains in effect. The agreement shall remain in effect until expressly terminated by one of the parties hereto but said termination may only occur at the end of each three year Urban County requalification period; and

WHEREAS, the County has the authority to carry out activities which shall be funded from annual Community Development Block Grant funding appropriations: the County has final responsibility for selecting projects, preparing the Five Year Plan, as required by HUD, and preparing annual Action Plans; and

WHEREAS, by executing this Cooperation Agreement, the City of Fruitland Park understands the following:

1. It may not apply for grants under the State Small Cities CDBG Program for appropriations for fiscal years during the period in which it participates in the Lake County Urban County CDBG Program.
2. This agreement shall remain in effect until the CDBG funds and income received with respect to the three-year qualification period are expended and the funded activities completed.
3. The County and the City of Fruitland Park may not terminate or withdraw from this agreement while this agreement remains in effect as above.
4. The City of Fruitland Park has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
5. The City of Fruitland Park has a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of nonviolent civil rights demonstrations within its jurisdiction.
6. The City of Fruitland Park shall be prohibited from receiving Urban County funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification,

7. The City of Fruitland Park, pursuant to 24 CFR 570.501(b), is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement as described in 24 CFR 570.503, and

WHEREAS, the City of Fruitland Park shall comply with all applicable laws, ordinances, and codes of the State and Local governments, and shall commit no trespass on any private property in performing any of the work embraced by this Cooperation Agreement, and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Urban County Cooperation Agreement Relating to the Community Development Block Grant Program, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Urban County Cooperation Agreement Relating to the Community Development Block Grant Program to participate for Federal Fiscal Years 2021, 2022 and 2023 and subsequent three year periods.

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

PASSED AND RESOLVED this 14th day of May 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**URBAN COUNTY COOPERATION AGREEMENT
RELATING TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This is an Urban County Cooperation Agreement between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, the "COUNTY," through its Board of County Commissioners, and **CITY OF FRUITLAND PARK, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, the "CITY," through its City Council.

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants (CDBGs), the Home Investment Partnership (HOME) Program, and Emergency Solutions Grants (ESG), if at such time the COUNTY should become eligible to receive a HOME or ESG allocation, all of which are collectively referred to hereafter as "CDBGs;" and

WHEREAS, it is the desire of the parties that the COUNTY undertake activities in its role as an urban county necessary to plan and carry out or assist in carrying out the Community Development Program for the benefit of residents of Lake County.

THEREFORE, the parties agree as follows:

Section 1. The CITY hereby authorizes the County to submit for and receive CDBGs from the United States Department of Housing and Urban Development (HUD) for fiscal years 2021, 2022, and 2023, and all successive three-year qualification periods and shall further authorize inclusion of the CITY'S population for the purposes of calculating and making CDBGs directly to the COUNTY.

Section 2. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary to planning and administering the Community Development Program.

Section 3. The COUNTY and CITY hereby agree that this agreement covers both the CDBG Entitlement Program and where applicable, the HOME Program, and the ESG, all collectively referred to herein as CDBGs.

Section 4. By executing this agreement, the CITY hereby states that it understands it:

A. May not apply for grants from appropriations under the State CDBG Program for the fiscal years during the period in which it is participating in the Urban County CDBG Program; and

B. May receive a formula allocation under the HOME Program only through the COUNTY. Thus, even if the COUNTY does not receive a HOME formula calculation, the CITY

cannot form a HOME consortium with other local governments; provided, however, that this does not preclude the COUNTY or the CITY from applying to the State for HOME funds, if the State allows.

C. May receive a formula allocation under the ESG Program only through the COUNTY; provided, however, that this does not preclude the COUNTY or the CITY from applying to the State for ESG funds, if the State allows.

Section 5. The CITY hereby acknowledges that pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements as are applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

Section 6. The COUNTY and the CITY do hereby agree to "cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities." The COUNTY will ensure that CITY officials and the citizens of the CITY have direct and frequent access to and influence on the process by which decisions are made concerning Community Development projects which either directly or indirectly affect the CITY through public hearing requirements as part of the Consolidated Planning process.

Section 7. The COUNTY and the CITY shall cooperate in the implementation of the approved Consolidated Plan during the period of the agreement for which the COUNTY qualifies as an urban county and for additional time as may be required for the expenditure of funds granted to the COUNTY for such period. The COUNTY has final responsibility for selecting CDBGs and filing the Consolidated Plan and annual Action Plans with HUD.

Section 8. With reference to the use of the CDBGs, funds to be received by the COUNTY, and including any program income generated from the expenditure of CDBGs, the COUNTY may either carry out the Community Development Program on behalf of the CITY or, in the event that parties determine that it is feasible for the CITY to perform any services in connection with the Community Development Program, the COUNTY may permit the CITY, through a separate agreement, to carry out activities or projects in conformance with the COUNTY'S Community Development Program.

Section 9. The CITY does hereby agree to inform the COUNTY, in writing, of any income generated by the expenditure of CDBGs received by the CITY and that such program income must be paid to the COUNTY or may be retained by the CITY only if its use is defined in the separate agreement referenced in Section 5 above. The CITY agrees that any program income authorized to be retained under a separate agreement may only be used for eligible activities in accordance with all CDBG (and HOME, where applicable) requirements as may then apply.

Section 10. The parties agree that the COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping

and reporting by the CITY as required by 24 CFR 570.501 and 570.504. In the event the CITY closes out an income generating project or becomes eligible to receive CDBGs funds as an entitlement community, any program income on hand or received subsequent to the close out or change in status shall be paid to the COUNTY.

Section 11. The CITY shall not sell, trade, or otherwise transfer all or any portion of the CDBGs to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBGs in exchange for any other funds, credits or non-federal considerations, but must use the CDBGs for activities eligible under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended.

Section 12. The CITY hereby agrees to notify the COUNTY, in writing, of any modification or change in use of real property from that planned at the time of acquisition or improvement with CDBGs including disposition. In the event property acquired or improved with CDBG funds is sold or transferred for a use which does not qualify under the CDBGs regulations, the COUNTY shall be reimbursed by the CITY an amount of the fair market value equal to the portion which CDBGs funds represented of the initial purchase price and improvements. All program income received by the COUNTY from the disposition or transfer or received from the income generating projects after the time when the CITY becomes an entitlement community shall be used for eligible activities within the COUNTY'S urban county program.

Section 13. The parties do hereby mutually commit to take all actions necessary to assure compliance with the COUNTY'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The parties shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws. The parties acknowledge that the COUNTY is prohibited from funding activities in, or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction, or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification.

Section 14. The CITY and the COUNTY shall only be liable for negligence under this Agreement to the extent permitted under Chapter 768.28 of the Florida Statutes, as it may be amended from time to time. This section shall not be construed as waiving any defense or limitations which either party may have against any claim or cause of action by any person not a party to the agreement.

Section 15. The term of this agreement shall extend through a three-year period from the date the last party hereto signs this agreement, and shall cover fiscal years 2021, 2022 and 2023. This

agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice that it elects not to participate in a new qualification period. The COUNTY, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right to make such election. A copy of the COUNTY'S notification to the CITY shall be sent to the HUD Field Office, along with a copy of any written notice from the CITY indicating its election not to participate in future qualification periods, if any.

Section 16. Failure by either the COUNTY or the CITY to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

Section 17. This agreement will remain in effect until the CDBG (and HOME or ESG, where applicable) funds and program income received (with respect to the three-year qualification period of 2021, 2022, and 2023, and any successive three-year qualification periods) are expended and the funded activities completed. The COUNTY or the CITY may not terminate or withdraw from the agreement while the agreement remains in effect; provided, however, that the CITY may terminate or withdraw from this agreement if the COUNTY does not receive a grant for any year during such three-year qualification period.

Section 18. By signing this agreement, the CITY hereby verifies that it has adopted and is currently enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

B. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

Section 19. Notices and demands which are required to be given pursuant to this agreement will be made as follows:

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

URBAN COUNTY COOPERATION AGREEMENT RELATING TO THE CDBG PROGRAM

COUNTY

JoAnne Drury, Director
Office of Housing & Human Services
P.O. Box 7800
Tavares, Florida 32778-7800

CITY OF FRUITLAND PARK, FLORIDA

City Clerk
City of Fruitland Park
506 W Berkman Street
Fruitland Park, FL 34731

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

C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date of the notice picked up by overnight delivery company.

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

Section 20. Previous Agreements. Upon signature of the last party to sign, this agreement supersedes all previous agreements between the parties relating to urban county participation.

[SIGNATURE PAGE FOLLOWS.]

URBAN COUNTY COOPERATION AGREEMENT RELATING TO THE CDBG PROGRAM

IN WITNESS WHEREOF, the CITY and COUNTY have executed this agreement through their authorized representatives on the dates under each signature.

CITY OF FRUITLAND PARK, FLORIDA

By: _____

Printed Name: _____

This ____ day of _____, 2020.

ATTEST:

, City Clerk

Approved as to form and legality:

, City Attorney

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Leslie Campione, Chairman

This ____ day of _____, 2020.

Approved as to form and legality:

Melanie Marsh, County Attorney



Office of Housing & Human Services

P.O. Box 7800 • 2008 Classique Lane • Tavares, FL 32778

April 15, 2020

Gary La Venia, City Manager
City of Fruitland Park
506 W Berkman Street
Fruitland Park, FL 34731

Re: Participation in Lake County Community Development Block Grant Program
for Fiscal Years 2021, 2022 and 2023

Dear Mr. La Venia:

Lake County qualifies as an Urban County Entitlement Community under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. At this time, Lake County is inviting your community to consider your participation in the CDBG Program for Fiscal Years 2021, 2022 and 2023. Due to US HUD deadlines, a response from your municipality is required by May 15, 2020. In order to participate in the Lake County CDBG Program your municipality must adopt a resolution (note enclosed draft resolution) to agree to participate and execute two copies of the attached Cooperation Agreement.

Your municipality's decision to authorize inclusion, or elect exclusion, from the program will be effective for three years covering the federal fiscal years 2021, 2022 and 2023. Please note that the amount of CDBG funds awarded to Lake County is based on the population within the municipalities participating in the CDBG program; exclusion by a municipality will effectively reduce available funds to all of Lake County.

In order to calculate Lake County's entitlement grant for 2021, HUD needs to know which jurisdictions are participating in our County. Therefore, we must receive the adopted certified resolution and two executed Cooperation Agreements of your intent to participate in the program no later than May 15, 2020. We are available to make a formal presentation to your Council members to explain the CDBG program and how your municipality can benefit. Please do not hesitate to contact me to schedule a presentation.

Municipalities authorizing inclusion in the County CDBG Program are not eligible to apply for grants under the State of Florida CDBG program.

P 352-742-6540 • F 352.742-6535

Board of County Commissioners • www.lakecountyfl.gov

Timothy I. Sullivan
District 1

Sean M. Parks, AICP, QEP
District 2

Wendy R. Breeden
District 3

Leslie Campione
District 4

Josh Blake
District 5

In accordance with Federal regulations, Lake County is notifying your municipality that it has the option to elect to be excluded from the CDBG entitlement program. If your municipality elects to be excluded from the CDBG entitlement program, please notify this office and the US HUD Jacksonville Field Office in writing by May 15, 2020. Such election to be excluded will be effective for the entire three-year period for which the urban county qualifies (federal fiscal years 2021, 2022, and 2023), unless your municipality specifically elects to be included in a subsequent year for the remainder of Lake County's three-year qualification period.

Notification of exclusion should be forwarded to:

Ms. Lisa Hill, Director
Community Planning & Development Division
ATTN Debra Dye, Senior CPD Representative
U. S. Dept. of Housing & Urban Development
Jacksonville Field Office
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202

I have enclosed two copies of the Cooperation Agreement that should be executed by the Mayor and returned to my attention at the address above. I have also enclosed a sample copy of the resolution that your municipality should adopt to ensure participation in the program for your review.

Thank you for considering participation in the Lake County CDBG Program. Please do not hesitate to contact me with any questions about this request or the Lake County CDBG program.

Sincerely,



Stacey Smithwick
Housing Services Coordinator

Enclosure

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

ITEM TITLE: Resolution 2020-022 Lake County Water Authority's Stormwater Grant Program
For the Meeting of: May 14, 2020
Submitted by: City Attorney/City Manager
Date Submitted: May 6, 2020
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: Yes (Proposed resolution and agreement)

Item Description: Resolution 2020-022 - the city's acceptance of LCWA's Stormwater Grant for \$400,000 to fund the Mirror Lake Nutrient separating the baffle box construction.

Action to be Taken: Adopt Resolution 2020-022

Staff's Recommendation: Approval.

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE STORMWATER GRANT IN THE AMOUNT OF \$400,000.00 AWARDED BY THE LAKE COUNTY WATER AUTHORITY; APPROVING THE LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND CITY OF FRUITLAND PARK MIRROR LAKE NUTRIENT SEPARATING BAFFLE BOX CONSTRUCTION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; DIRECTING THE CITY MANAGER TO MEET ALL ADMINISTRATIVE REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland applied for and was awarded a stormwater grant in the amount of \$400,000.00 to reduce the sediments and nutrient loadings to Mirror Lake; and

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

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Lake County Water Authority Stormwater Grant Program Agreement to Fund City of Fruitland Park Mirror Lake Nutrient Separating Baffle Box Construction.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Lake County Water Authority Stormwater Grant Program Agreement to Fund City of Fruitland Park Mirror Lake Nutrient Separating Baffle Box Construction, **a copy of which is attached hereto**, is approved.

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

Section 3. The Commission directs the City Manager to meet any and all administrative requirements of the grant program.

Section 4. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this ____ day of _____, 2020, by the City Commission of the City of Fruitland Park, Florida.

SEAL CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

**LAKE COUNTY WATER AUTHORITY
STORMWATER GRANT PROGRAM
AGREEMENT TO FUND CITY OF FRUITLAND PARK MIRROR LAKE
NUTRIENT SEPARATING BAFFLE BOX CONSTRUCTION**

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 27351 SR 19, Tavares, FL 32778-3119 (hereinafter referred to as the “Authority”) and THE CITY OF FRUITLAND PARK, whose address is 506 W Berckman St., Fruitland Park, FL 34731, (hereinafter referred to as “Grantee” or “Recipient”), a body of local government within Lake County, Florida, to provide financial assistance for the engineering design and construction of baffle box construction.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, the Grantee’s project consists of engineering design and construction of three (3) nutrient separating baffle boxes to reduce the sediments and nutrient loadings to Mirror Lake, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee’s PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms “Contract” and

“Agreement” and the terms “Grantee”, “Recipient” and “Contractor”, are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than **twenty-four (24) months** thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed **\$400,000 (Four Hundred Thousand Dollars)** as outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is not responsible for providing a match for the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

(1) Payments shall further be conditioned upon the following:

- i. That funding from the Authority shall only be applied toward the portion of the project that treats the existing impervious areas and not future development, nor shall the Authority fund the repair of stormwater pipes.
- ii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
- iii. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
- iv. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the PROJECT.

(2) The reimbursements will have the following conditions:

- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY

27351 SR 19

Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
 - c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
 - d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.
- B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, and date of the transaction, voucher number, amount paid, and vendor name.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.
4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11.
 - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.

12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. The Authority's Grant Manager for this Agreement is identified below.

Jason Danaher	
Water Resources Director	
Lake County Water Authority	
27351 SR 19	
Tavares, FL 32778-3119	
Telephone No.:	(352) 324-6141 ext. 38
Fax No.:	(352) 324-6364
E-mail Address:	jdanager@lcwa.org

16. The Grantee's Grant Manager for this Agreement is identified below.

Robb Dicus	
Public Works Director	
City of Fruitland Park	
202 West Berckman Street, Fruitland Park, FL 34731	
Telephone No.:	(352) 360-6795
E-Mail Address:	rdicus@fruitlandpark.org

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected under Workers' Compensation statutes, the Grantee shall provide, and shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.

18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.
19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.
21.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.
23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

_____ By: _____
 Witness LCWA, Executive Director Date

Federal ID#: 59-6018003

CITY OF FRUITLAND PARK

_____ By: _____
 Witness City of Fruitland Park, Mayor Date

Federal ID#: 59-6031169

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (includes number of pages)
Attachment	A	LCWA - Stormwater Grant Application (12 pages)

Attachment A Grant Work Plan

Applicant Information

Municipality or Community Name City of Fruitland Park	Contact Gary LaVenía
Phone Number 352-360-6727	Title City Manager
Project Name Mirror Lake Baffle Boxes	E-mail glavenia@fruitlandpark.org
Mailing Address 506 W. Berckman St, Fruitland Park, FL 34731	
Federal ID Number 59-6031169	

Location Maps

Please provide the following required information

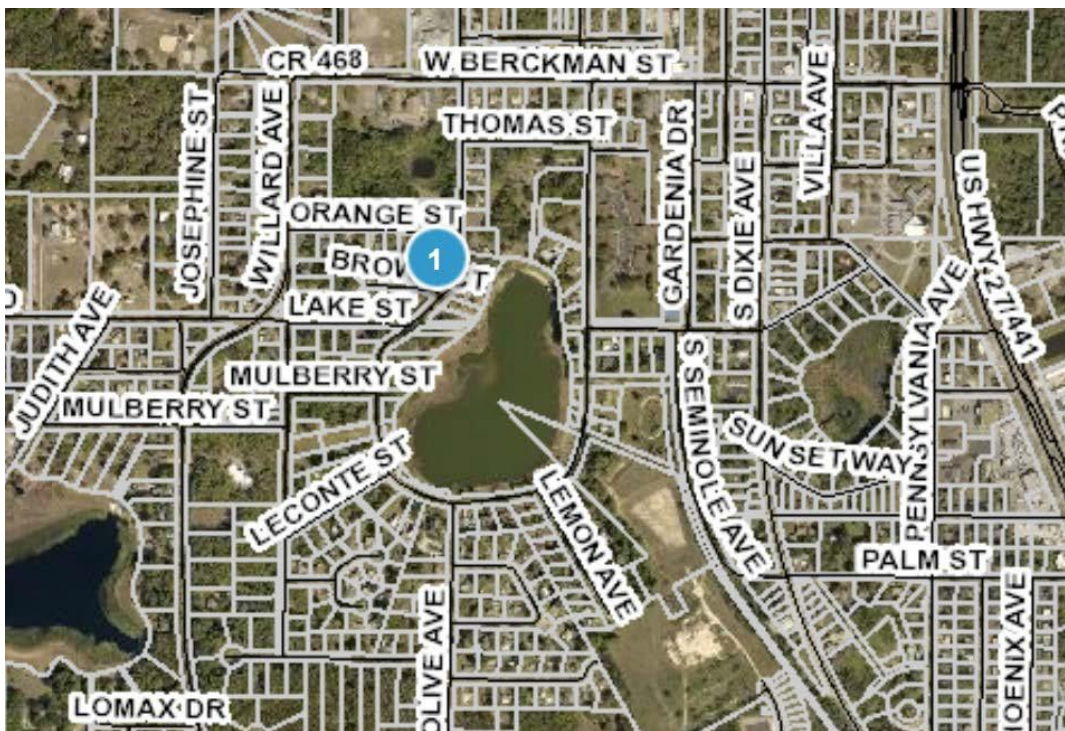
- Location of proposed stormwater treatment (attach legible aerial photographs, maps or other materials to adequately depict the watershed, receiving water, and area of the proposed treatment including names of affected water bodies and street names where appropriate).



Mirror Lake



Mirror Lake Topography





Inlet Locations



Please provide input on the following criteria that will be evaluated:

- **Overall Project:** Description of proposed stormwater treatment project. Discuss the technical merits of the project. Provide the associated cost estimate for portion related to water quality treatment. Include an estimate for any additional work if the stormwater element is part of a larger project, the schedule with a completion date, and the estimated operation/maintenance plan for the proposed project. **(14 points max)**

The City of Fruitland Park proposes to install three baffle boxes around 15.6 acre Mirror Lake.
Mirror Lake is in a large residential area of the City with little to no stormwater treatment.
Three identified areas around the lake have direct to lake concrete drainageways. The City has identified these areas as ideal locations for nutrient separating baffle boxes. The locations noted
have easy access for installation as well as future maintenance. City Public Works staff will maintain the boxes as part of their regular inspections.
Cost estimates:
Engineering and project management: \$ 25,000
3 Baffle boxes: \$55,000 each = \$165,000
Installation of 3 baffle boxes including site work: \$150,000
Additional curbing, inlet, piping and outfall: \$60,000
Total requested: \$ 400,000
The City would expect to have the project completed by September 30, 2021.
The City is willing to install less than three boxes if funding does not permit all three at this time.

- Status of Project:** Which phases of the project have been completed? Provide realistic completion dates for the remaining phases. Requested contract time from the date of award to the completion of the project. **(5 points max)**

Conceptual Complete
Study July 1, 2020
Design October 1, 2020
Permits December 31, 2020
Bid Packages Prepared January 31, 2021
Time from Award to Project Completion September 30, 2021

- Public Benefit:** Identify the receiving waterbody. Explain the type of existing public access to the receiving waterbody (Public Ramps, Public Docks, Adjacent Public Parks, etc.). Discuss the expected public benefit by implementing the project. **(19 points max)**

The City of Fruitland Park has minimal stormwater infrastructure. With a high density of homes surrounding Mirror Lake, the addition of baffle boxes will greatly improve the overall water quality of the lake as well as preventing a substantial amount of trash and debris from entering the lake.
Because homes on East Mirror Lake are across the street from the lake, this affords the driver and pedestrian views of the lake itself which is deeded to the City. There are currently no public boat ramps or docks on the lake.

- Pollutant Removal:** Identify the size of the area (in acres) proposed for treatment, the percent of the watershed that is impervious, the types of pollutants targeted for removal, and the type and percent efficiency of the treatment method selected. Estimate the pounds of the target pollutants that will be removed per year and identify the method used to calculate these totals. Include the acreage and volume of any retention ponds as well as any soil information that may be available.

(29 points max)

Target pollutants: TKN & TP
Expected efficiencies are up to 20% TKN & 19% TP
Estimated pounds of target pollutants: estimated 5lbs TP per year per box
Method based on study by Dr. Daniel Smith of Applied Environmental Technology
There are no retention ponds on site.
Soils are generally Astatula-Apopka association

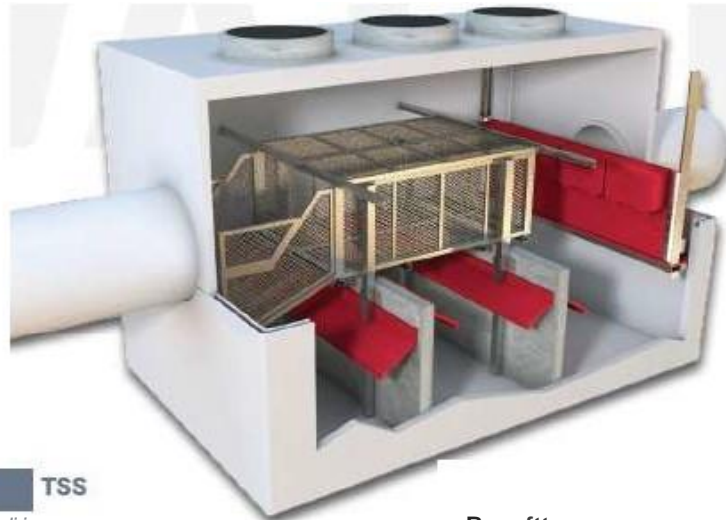
- Type of Project:** What type of project is proposed by the applicant? **(15 points max)**

(Circle appropriate answer)

Stormwater Construction Only	15 points
Engineering Design and Construction	9 points
Engineering Design, Construction, and Land Acquisition	6 points
Stormwater Study	3 points
Other Pollutant Removal Items	0 points

NSBB™

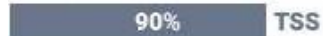
Nutrient Separating Baffle Box®



NSBB™ Removal Efficiency



Nitrogen



*values based on sizing & design conditions

The Nutrient Separating Baffle Box (NSBB) is an advanced vault treatment system for storm water runoff. Its patented screen system is designed to capture and store debris in a dry state to minimize nutrient leaching and allow for easy servicing. The N300's triple chamber design affords high TSS removal over a wide range of particle sizes, while patented deflectors ensure no sediment scouring occurs during high flows. This allows for on-line installation without the need for separate diversion structures. The NSBB is a widely accepted stormwater treatment BMP among developers, civil engineers and municipalities nationwide.



Benefits:

- Retrofits existing watersheds
- Patented screens maximize storage and prevent debris loss
- Easy vacuum truck servicing
- Dry state storage separates debris and trash from water and sediment
- Will not go septic between storms
- Captures thousands of pounds of debris, sediment and nutrients
- Pretreatment for rainwater harvesting and detention areas
- Meets requirements for Full Trash Capture TMDL Programs

LEED Credit Eligible:

- 6.2 Stormwater Design / Quality Control

**NUTRIENT SEPARATING BAFFLE BOX:
LEAF AND NUTRIENT REMOVAL SYNOPSIS**

Prepared By:

**Daniel P. Smith, Ph.D., P.E., DEE
Applied Environmental Technology**

**10809 Cedar Cove Drive
Thonotosassa, FL 33592-2250**

**11207 Kenilworth Avenue
P.O. Box 576
Garrett Park, MD 20896-0576**

Prepared For:

**Suntree Technologies Inc.
798 Clearlake Road
Cocoa, FL 32922**

April 10, 2007



Source:

https://www.suntreetech.com/uploads/1/1/4/5/114586811/nsbb_leaf_nutrient_removal.pdf

Removal efficiencies and flow rates from manufacturer Old Castle Infrastructure based on NSBB-5-10 model.

Removal Efficiencies and Flow Rates

NSBB Model#	Maximum Recommended Treatment Capacity	Typical recommended Treatment Capacity	80% TSS Removal For 150µm Particle Size	80% TSS Removal For 125µm Particle Size	80% TSS Removal For 75µm Particle Size	80% TSS Removal For 50µm Particle Size
NSBB-2-4	3 cfs	1 cfs	1 cfs	0.81 cfs	0.45 cfs	0.27 cfs
NSBB-3-6	6 cfs	3 cfs	3 cfs	2.47 cfs	1.35 cfs	0.63 cfs
NSBB-4-8	12 cfs	8 cfs	8 cfs	6.51 cfs	3.6 cfs	1.74 cfs
NSBB-5-10	30 cfs	15 cfs	15 cfs	12.45 cfs	7.5 cfs	3.82 cfs
NSBB-6-12	46 cfs	24 cfs	24 cfs	19.55 cfs	10.8 cfs	5.4 cfs
NSBB-8-14	60 cfs	32 cfs	32 cfs	26.09 cfs	14.4 cfs	7.7 cfs
NSBB-8-16	75 cfs	40 cfs	40 cfs	32.31 cfs	18 cfs	8.2 cfs

Statewide Best Management Practice (BMP) Efficiencies for Nonpoint Source Management of Surface Waters *Draft – July 2018*

BMP Type	Standard BMPs	TP % Reduction	TN % Reduction	Data Source
Baffle Boxes	Baffle boxes—First generation (hydrodynamic separator) ¹	2.30 %	0.50 %	Final report, Contract S0236, <i>Effectiveness of baffle boxes plus media filter</i> , by GPI Southeast 2010; <i>Demonstration bio media for ultra-urban stormwater treatment</i> , by University of Central Florida (UCF) for Florida Department of Transportation (FDOT); and Final report, Contract S0497, <i>Baffle box with media filtration installation and effectiveness evaluation</i> by City of Casselberry
	Baffle boxes—Second generation ¹	15.5 %	19.05 %	
	Baffle boxes—Second generation plus media filter ¹	BMPTRAINs model	BMPTRAINs model	

Source: <https://floridadep.gov/dear/water-quality-restoration/documents/statewide-best-management-practice-bmp-efficiencies>

- Cost Sharing:** What level of cost sharing is requested (stormwater element only)?
(15 points max)

(Enter appropriate percentage in correct category)

_____ %	0 to 25% LCWA reimbursement of project cost	15 points
_____ %	26 to 50% LCWA reimbursement of project cost	12 points
_____ %	51 to 75% LCWA reimbursement of project cost	6 points
<u>100</u> %	76 to 100% LCWA reimbursement of project cost	3 points

- List additional funding partners and amount of proposed funding (stormwater element only)

Agency	Amount	Percentage
none		
Total		100

The following table represents a compilation of the six categories with their respective possible points that the Technical Review Team will utilize to evaluate and score the application. Each Team member will score each application individually and rank them from high to low. The Team will combine each Team member’s ranking into an overall ranking. This final ranking will represent the basis for their final recommendation to the Board of Trustees of the Lake County Water Authority. It will be the responsibility of the Board of Trustees to determine those projects that warrant grant funds and the amount of funds to be awarded. Please keep in mind that the Technical Review Team cannot make assumptions regarding your application, so be as complete as possible with the package of materials that you provide.

Category	Possible Points	Points Awarded	Notes/Comments
Overall Project	14		
Status of Project	5		
Public Benefit	19		
Pollutant Removal	29		
Type of Project	15		
Cost Sharing	18		
Totals	97		

Reviewer Comments (attach an additional sheet if necessary):

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

ITEM TITLE:	Professional Design Services RFQ - Public Works Department and Public Safety Buildings Construction Status Update
For the Meeting of:	May 14, 2020
Submitted by:	City Attorney/City Manager
Date Submitted:	May 6, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	No

Item Description: Professional Design Services RFQ - Public Works Department and Public Safety Buildings Construction Status Update addressed at the March 12, 2020 regular meeting.

Action to be Taken: City commission's discretion.

Staff's Recommendation:

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a i-iii**

ITEM TITLE:	City Manager's Report
For the Meeting of:	May 14, 2020
Submitted by:	City Manager
Date Submitted:	May 6, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	No

Item Description:

- i. Economic Development Status Update**
- ii. COVID-19 Status Update**
- iii. LDRs Status Update**

Action to be Taken:

Staff's Recommendation:

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET

Item Number: 6b

ITEM TITLE: City Attorney Report
For the Meeting of: May 14, 2020
Submitted by: City Attorney
Date Submitted: May 5, 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. Any claim would be barred by the statute of limitations; therefore, this notice is being removed from future reports.

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. Responses were received. Documents responsive to the requests are in the process of being provided. On April 20, 2020, Defendant filed a Motion for Summary Judgment. The motion is scheduled to be heard on June 11, 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 tentatively scheduled the hearing for May 4-6 in Tallahassee; however, it was canceled. 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. On March 20, 2020 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. No updates since the last report.

Action to be Taken: N/A
Staff's Recommendation: N/A
Additional Comments: N/A
City Manager Review: Yes
Mayor Authorization: Yes

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7**

ITEM TITLE:	Public Comments
For the Meeting of:	May 14, 2020
Submitted by:	City Clerk
Date Submitted:	May 7, 2020
Funds Required:	None
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	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.

Action to be Taken: **None**

Staff’s Recommendation: N/A

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: 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