

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

August 13, 2020

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation - Associate Pastor C. J. Hill, Community United Methodist Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. COMMUNITY REDEVELOPMENT AGENCY

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

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)

July 23, 2020 regular

5. REGULAR AGENDA

(a) Professional Architectural Services Design Architect Discussion
(city attorney/city manager)

Professional architectural services design architect discussion with GatorSkitch Corporation.

(b) Civil Engineering and Surveying Services Proposals - BESH (city manager)

i. Resolution 2020-040 WWTP Metal Building Proposal/Agreement - BESH

A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF FRUITLAND PARK, FLORIDA,
ADOPTING THE CIVIL ENGINEERING SERVICES
PROPOSAL/AGREEMENT FOR CITY OF
FRUITLAND PARK METAL BUILDING AT WWTP

BETWEEN BESH AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

ii. Resolution 2020-041 Public Safety Complex Construction Site Work Proposal/Agreement - BESH

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT FOR CITY OF FRUITLAND PARK PUBLIC SAFETY COMPLEX BETWEEN BESH AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

iii. Engineering Surveying Planning Services

Discussion on engineering, surveying and planning services.

(c) City of Fruitland Park and City of Leesburg Street Maintenance ILA Discussion (city manager)

Discussion on the street maintenance adjacent to the City of Leesburg's city limits.

PUBLIC HEARING

(d) Second Reading and Public Hearing - Ordinance 2020-004 Professional and Consultant Fees (city attorney/city manager/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN CHAPTER 102 OF THE CODE OF ORDINANCES TO REQUIRE REIMBURSEMENT OF PROFESSIONAL AND CONSULTANT FEES FOR DEVELOPMENT PRE-APPLICATION MEETINGS; IMPOSING JOINT AND SEVERAL LIABILITY FOR PAYMENT OF SUCH FEES BETWEEN THE PROPERTY OWNER AND PRE-APPLICANT AND BETWEEN THE PROPERTY OWNER AND ANY DEVELOPMENT APPLICANT; IMPOSING PENALTY FOR FAILURE TO PAY; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on July 23, 2020.)

6. OFFICERS' REPORTS

(a) City Manager

i. Economic Development Status Update

ii. COVID-19 Status Update

(b) City Attorney

i. City of Fruitland Park v. T. D. Burke

ii. City of Fruitland Park v. State of Florida Department of Management Services

iii. Michael and Laurie Fewless v. City of Fruitland Park

iv. Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026

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

- August 21, 2020, Kickball Game *Team La Venia vs Luce*, 810 West Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;

- August 26, 2020 Lake~Sumter Metropolitan Planning Organization Governing Board Meeting, Lake~Sumter MPO Office, 1300 Citizens Boulevard, Leesburg, FL 34748 at 2:00 p.m.
- August 27, 2020 City Commission Meeting regular at 6:00 p.m.

- September 7, 2020 City Hall Closed, Labor Day;
- September 10, 2020 City Commission Meeting regular at 6:00 p.m.;
- September 17, 2020 City Commission/P&Z Board Joint Workshop Meeting at 6:00 p.m.
- September 24, 2020 City Commission Meeting regular at 6:00 p.m.

- October 8, 2020 City Commission Meeting regular at 6:00 p.m.
- October 22, 2020 City Commission Meeting regular at 6:00 p.m.

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

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: Community Redevelopment Agency (CRA)
Special Meeting

For the Meeting of: August 13, 2020

Submitted by: City Clerk

Date Submitted: August 4, 2020

Funds Required: No

Attachments: Yes, CRA Establishment

Item Description: CRA Establishment Ordinance 95-001, Resolution 2019-050, §163.362, §163.386, §163.387 and Chapter 189, Florida Statutes

Action to be Taken: As soon as practical, recess to the Community Redevelopment Agency special meeting.

Staff's Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE NO. 95-001

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR THE DESIGNATION OF THE COMMUNITY REDEVELOPMENT TRUST FUND AS THE RECIPIENT OF FUNDS PURSUANT TO SECTION 163.387, FLORIDA STATUTES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park has, by resolution, established a finding of blight; and,

WHEREAS, the City Commission desires to provide for the removal of such blighted areas and redevelop such areas, pursuant to the Community Redevelopment Act of 1969, hereafter referred to as the "CRA", as contained in Florida Statutes, Chapter 163, Part III; and,

WHEREAS, the City Commission has, by resolution, approved a Community Redevelopment Plan for the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, as follows:

SECTION 1. There is hereby established and created, in accordance with the provisions of Section 163.387, Florida Statutes, a Community Redevelopment Trust Fund, hereafter referred to as "the Fund".

SECTION 2. The monies allocated to and deposited into the Fund are hereby appropriated to the City of Fruitland Park Community Redevelopment Agency, hereafter referred to as "the Agency", to finance projects within the Community Redevelopment Project Area, hereafter referred to as "the Project". The Agency shall utilize the monies and the revenue paid into and earned by the Fund for all and every community development purpose delegated to it by the established Community Redevelopment Plan, hereafter referred to as "the Plan", and as further provided by law. The Fund is to exist for the duration of the Project programs or until legally terminated by ordinance. The monies shall be held by the City for and on behalf of the Agency and distributed to the Agency in accordance with a subsequent agreement to be established between the City and the Agency.

SECTION 3. There shall be paid into the Fund each year by all taxing authorities within the Project Area, except those authorities excluded by state law, the incremental increase in ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied by the referenced taxing authorities in the base year, as established in Section 5 below.

SECTION 4. The tax roll used in connection with the taxation of such property for the base year shall be the Tax Roll of 1994 in Lake County. All deposits into the Fund shall begin with the incremental increases in ad valorem tax revenues received subsequent to November 1, 1995.

SECTION 5. The tax increment shall be determined and appropriated annually in an amount equal to the difference between:

a. the amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

b. the amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any amount from any debt service millage, upon the total of the assessed value of the taxable real property in the Community Redevelopment Area, as shown upon the 1994 assessment roll used in connection with the taxation of such property by each taxing authority. If any conflict occurs between the provisions of this Ordinance and the provisions of Chapter 163, Part III, Florida Statutes, concerning tax increment financing, the statutory provisions shall control and apply to this Ordinance.

SECTION 6. Each taxing authority will annually appropriate to the Fund the aforestated sum at the beginning of their fiscal year. Payment of the sum shall be in accordance with state law.

SECTION 7. The Agency, with the approval of the City Commission, is directed to establish the Fund and to develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the Agency may, expeditiously and without undue delay, utilize the monies received for their allocated statutory purpose.

SECTION 8. The Agency shall accept full responsibility for the receipt, custody, disbursement, accountability, management and proper application of all monies paid into the fund subject to the provisions of Section 2 of this Ordinance.

SECTION 9. Any and all ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

SECTION 10. If any part of this Ordinance is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remainder, which shall remain in full force and effect.

SECTION 11. This ordinance shall take effect immediately upon its final adoption.

PASSED AND ORDAINED this 16th day of March, 1995, by the City Commission of the City of Fruitland Park, Florida.

William R. White
William R. White, Mayor
City of Fruitland Park

Attest:

Linda S. Rodrick
Linda S. Rodrick, City Clerk
City of Fruitland Park

First Reading: March 2, 1995

Second Reading: March 16, 1995

Approved as to form:

Gary J. Cooney
Gary J. Cooney
City Attorney

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Select Year:

The 2018 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.340 Definitions.—The following terms, wherever used or referred to in this part, have the following meanings:

(1) “Agency” or “community redevelopment agency” means a public agency created by, or designated pursuant to, s. [163.356](#) or s. [163.357](#).

(2) “Public body” means the state or any county, municipality, authority, special district as defined in s. [165.031\(7\)](#), or other public body of the state, except a school district.

(3) “Governing body” means the council, commission, or other legislative body charged with governing the county or municipality.

(4) “Mayor” means the mayor of a municipality or, for a county, the chair of the board of county commissioners or such other officer as may be constituted by law to act as the executive head of such municipality or county.

(5) “Clerk” means the clerk or other official of the county or municipality who is the custodian of the official records of such county or municipality.

(6) “Federal Government” includes the United States or any agency or instrumentality, corporate or otherwise, of the United States.

(7) “Slum area” means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;

(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or

(c) The existence of conditions that endanger life or property by fire or other causes.

(8) “Blighted area” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

(d) Unsanitary or unsafe conditions.

- (e) Deterioration of site or other improvements.
- (f) Inadequate and outdated building density patterns.
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- (h) Tax or special assessment delinquency exceeding the fair value of the land.
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term “blighted area” also means any area in which at least one of the factors identified in paragraphs (a) through (o) is present and all taxing authorities subject to s. 163.387(2)(a) agree, either by interlocal agreement with the agency or by resolution, that the area is blighted. Such agreement or resolution must be limited to a determination that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, “blighted area” means an area as defined in this subsection.

(9) “Community redevelopment” or “redevelopment” means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.

(10) “Community redevelopment area” means a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment. For community redevelopment agencies created after July 1, 2006, a community redevelopment area may not consist of more than 80 percent of a municipality.

(11) “Community redevelopment plan” means a plan, as it exists from time to time, for a community redevelopment area.

(12) “Related activities” means:

- (a) Planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a communitywide plan or program pursuant to s. 163.365.

- (b) The functions related to the acquisition and disposal of real property pursuant to s. [163.370\(4\)](#).
 - (c) The development of affordable housing for residents of the area.
 - (d) The development of community policing innovations.
- (13) “Real property” means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto or used in connection therewith and every estate, interest, right, and use, legal or equitable, therein, including but not limited to terms for years and liens by way of judgment, mortgage, or otherwise.
- (14) “Bonds” means any bonds (including refunding bonds), notes, interim certificates, certificates of indebtedness, debentures, or other obligations.
- (15) “Obligee” means and includes any bondholder, agents or trustees for any bondholders, or lessor demising to the county or municipality property used in connection with community redevelopment, or any assignee or assignees of such lessor’s interest or any part thereof, and the Federal Government when it is a party to any contract with the county or municipality.
- (16) “Person” means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, assignee, or other person acting in a similar representative capacity.
- (17) “Area of operation” means, for a county, the area within the boundaries of the county, and for a municipality, the area within the corporate limits of the municipality.
- (18) “Housing authority” means a housing authority created by and established pursuant to chapter 421.
- (19) “Board” or “commission” means a board, commission, department, division, office, body or other unit of the county or municipality.
- (20) “Public officer” means any officer who is in charge of any department or branch of the government of the county or municipality relating to health, fire, building regulations, or other activities concerning dwellings in the county or municipality.
- (21) “Debt service millage” means any millage levied pursuant to s. 12, Art. VII of the State Constitution.
- (22) “Increment revenue” means the amount calculated pursuant to s. [163.387\(1\)](#).
- (23) “Community policing innovation” means a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.
- (24) “Taxing authority” means a public body that levies or is authorized to levy an ad valorem tax on real property located in a community redevelopment area.

History.—s. 3, ch. 69-305; s. 1, ch. 77-391; s. 1, ch. 81-44; s. 3, ch. 83-231; ss. 2, 22, ch. 84-356; s. 83, ch. 85-180; s. 72, ch. 87-243; s. 33, ch. 91-45; s. 1, ch. 93-286; s. 1, ch. 94-236; s. 1447, ch. 95-147; s. 2, ch. 98-201; s. 1, ch. 98-314; s. 2, ch. 2002-294; s. 7, ch. 2006-11; s. 1, ch. 2006-307; s. 20, ch. 2013-15; s. 7, ch. 2015-30.

Select Year:

The 2017 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND INTERGOVERNMENTAL
RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.356 Creation of community redevelopment agency.—

(1) Upon a finding of necessity as set forth in s. [163.355](#), and upon a further finding that there is a need for a community redevelopment agency to function in the county or municipality to carry out the community redevelopment purposes of this part, any county or municipality may create a public body corporate and politic to be known as a “community redevelopment agency.” A charter county having a population less than or equal to 1.6 million may create, by a vote of at least a majority plus one of the entire governing body of the charter county, more than one community redevelopment agency. Each such agency shall be constituted as a public instrumentality, and the exercise by a community redevelopment agency of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Community redevelopment agencies of a county have the power to function within the corporate limits of a municipality only as, if, and when the governing body of the municipality has by resolution concurred in the community redevelopment plan or plans proposed by the governing body of the county.

(2) When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency, which shall consist of not fewer than five or more than nine commissioners. The terms of office of the commissioners shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority’s governing body, whose membership on the board of commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

(3)(a) A commissioner shall receive no compensation for services, but is entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties. Each commissioner shall hold office until his or her successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the county or municipality, and such certificate is conclusive evidence of the due and proper appointment of such commissioner.

(b) The powers of a community redevelopment agency shall be exercised by the commissioners thereof. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and

employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff. An agency authorized to transact business and exercise powers under this part shall file with the governing body, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

(d) At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and implementation of community policing innovations.

(4) The governing body may remove a commissioner for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she has been given a copy of the charges at least 10 days prior to such hearing and has had an opportunity to be heard in person or by counsel.

History.—s. 2, ch. 77-391; s. 1, ch. 83-231; s. 6, ch. 84-356; s. 903, ch. 95-147; s. 4, ch. 98-314; s. 41, ch. 2001-266; s. 4, ch. 2002-294; s. 2, ch. 2006-307.

RESOLUTION 2019-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY AND TRUST FUND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency was established and the initial CRA plan was adopted by the City Commission of the City of Fruitland Park on March 16, 1995; and

WHEREAS, consistent with s. 163.362, Florida Statutes, the initial CRA plan provides a 30 year term to complete all redevelopment financed by increment revenues; therefore, completion of all redevelopment must occur by the end of the fiscal year 2025, unless the continued existence is approved by a majority vote of the members of the governing body; and

WHEREAS, because the CRA was created before July 1, 2002, the City Commission may extend the CRA for an additional 30 years, for a total of 60 years; and

WHEREAS, the City Commission, at a duly noticed public hearing, in accordance with Sec. 163.361, Florida Statutes, has considered the purpose of the Community Redevelopment Agency, its accomplishments and finds that it is in the best interests of the City of Fruitland Park and its residents and businesses to provide for its continued existence for an additional 30 year period.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Community Redevelopment Agency and Trust Fund established March 16, 1995, shall continue in existence for a total of 60 years, thereby having a termination date of September 30, 2055.

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

PASSED AND RESOLVED this 19th day of September 2019, by the City Commission of the City of Fruitland Park, Florida.

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**



CHRIS CHESHIRE, MAYOR

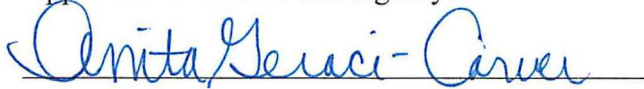
ATTEST:



ESTHER COULSON, CITY CLERK

Mayor Cheshire	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Vice Mayor Gunter	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Bell	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner DeGrave	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Mobilian	<u> </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> / </u>	(Absent)

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

Select Year:

The 2019 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND INTERGOVERNMENTAL
RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.387 **Redevelopment trust fund.—**

(1)(a) After approval of a community redevelopment plan, there may be established for each community redevelopment agency created under s. [163.356](#) a redevelopment trust fund. Funds allocated to and deposited into this fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. No community redevelopment agency may receive or spend any increment revenues pursuant to this section unless and until the governing body has, by ordinance, created the trust fund and provided for the funding of the redevelopment trust fund until the time certain set forth in the community redevelopment plan as required by s. [163.362](#)(10). Such ordinance may be adopted only after the governing body has approved a community redevelopment plan. The annual funding of the redevelopment trust fund shall be in an amount not less than that increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of community redevelopment under this part. Such increment shall be determined annually and shall be that amount equal to 95 percent of the difference between:

1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of a community redevelopment area; and
2. The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the community redevelopment area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

However, the governing body may, in the ordinance providing for the funding of a trust fund established with respect to any community redevelopment area, determine that the amount to be funded by each taxing authority annually shall be less than 95 percent of the difference between subparagraphs 1. and 2., but in no event shall such amount be less than 50 percent of such difference.

(b)1. For any governing body that has not authorized by June 5, 2006, a study to consider whether a finding of necessity resolution pursuant to s. [163.355](#) should be adopted, has not adopted a finding of necessity resolution pursuant to s. [163.355](#) by March 31, 2007, has not adopted a community redevelopment plan by June 7, 2007, and was not authorized to exercise community redevelopment powers pursuant to a delegation of authority under s. [163.410](#) by a county that has adopted a home rule charter, the amount of tax increment to be contributed by any taxing authority shall be limited as follows:

- a. If a taxing authority imposes a millage rate that exceeds the millage rate imposed by the governing body that created the trust fund, the amount of tax increment to be contributed by the taxing authority imposing the higher millage rate shall be calculated using the millage rate imposed by the governing body that created the trust fund. Nothing shall prohibit any taxing authority from voluntarily contributing a tax increment at a higher rate for a period of time as specified by interlocal agreement between the taxing authority and the community redevelopment agency.

b. At any time more than 24 years after the fiscal year in which a taxing authority made its first contribution to a redevelopment trust fund, by resolution effective no sooner than the next fiscal year and adopted by majority vote of the taxing authority's governing body at a public hearing held not less than 30 or more than 45 days after written notice by registered mail to the community redevelopment agency and published in a newspaper of general circulation in the redevelopment area, the taxing authority may limit the amount of increment contributed by the taxing authority to the redevelopment trust fund to the amount of increment the taxing authority was obligated to contribute to the redevelopment trust fund in the fiscal year immediately preceding the adoption of such resolution, plus any increase in the increment after the adoption of the resolution computed using the taxable values of any area which is subject to an area reinvestment agreement. As used in this subparagraph, the term "area reinvestment agreement" means an agreement between the community redevelopment agency and a private party, with or without additional parties, which provides that the increment computed for a specific area shall be reinvested in services or public or private projects, or both, including debt service, supporting one or more projects consistent with the community redevelopment plan that is identified in the agreement to be constructed within that area. Any such reinvestment agreement must specify the estimated total amount of public investment necessary to provide the projects or services, or both, including any applicable debt service. The contribution to the redevelopment trust fund of the increase in the increment of any area that is subject to an area reinvestment agreement following the passage of a resolution as provided in this sub-subparagraph shall cease when the amount specified in the area reinvestment agreement as necessary to provide the projects or services, or both, including any applicable debt service, has been invested.

2. For any community redevelopment agency that was not created pursuant to a delegation of authority under s. [163.410](#) by a county that has adopted a home rule charter and that modifies its adopted community redevelopment plan after October 1, 2006, in a manner that expands the boundaries of the redevelopment area, the amount of increment to be contributed by any taxing authority with respect to the expanded area shall be limited as set forth in sub-subparagraphs 1.a. and b.

(2)(a) Except for the purpose of funding the trust fund pursuant to subsection (3), upon the adoption of an ordinance providing for funding of the redevelopment trust fund as provided in this section, each taxing authority shall, by January 1 of each year, appropriate to the trust fund for so long as any indebtedness pledging increment revenues to the payment thereof is outstanding (but not to exceed 30 years) a sum that is no less than the increment as defined and determined in subsection (1) or paragraph (3)(b) accruing to such taxing authority. If the community redevelopment plan is amended or modified pursuant to s. [163.361\(1\)](#), each such taxing authority shall make the annual appropriation for a period not to exceed 30 years after the date the governing body amends the plan but no later than 60 years after the fiscal year in which the plan was initially approved or adopted. However, for any agency created on or after July 1, 2002, each taxing authority shall make the annual appropriation for a period not to exceed 40 years after the fiscal year in which the initial community redevelopment plan is approved or adopted.

(b) Any taxing authority that does not pay the increment revenues to the trust fund by January 1 shall pay to the trust fund an amount equal to 5 percent of the amount of the increment revenues and shall pay interest on the amount of the unpaid increment revenues equal to 1 percent for each month the increment is outstanding, provided the agency may waive such penalty payments in whole or in part.

(c) The following public bodies or taxing authorities are exempt from paragraph (a):

1. A special district that levies ad valorem taxes on taxable real property in more than one county.
2. A special district for which the sole available source of revenue the district has the authority to levy is ad valorem taxes at the time an ordinance is adopted under this section. However, revenues or aid that may be dispensed or appropriated to a district as defined in s. [388.011](#) at the discretion of an entity other than such district shall not be deemed available.
3. A library district, except a library district in a jurisdiction where the community redevelopment agency had validated bonds as of April 30, 1984.
4. A neighborhood improvement district created under the Safe Neighborhoods Act.
5. A metropolitan transportation authority.
6. A water management district created under s. [373.069](#).

7. For a community redevelopment agency created on or after July 1, 2016, a hospital district that is a special district as defined in s. [189.012](#).

(d)1. A local governing body that creates a community redevelopment agency under s. [163.356](#) may exempt from paragraph (a) a special district that levies ad valorem taxes within that community redevelopment area. The local governing body may grant the exemption either in its sole discretion or in response to the request of the special district. The local governing body must establish procedures by which a special district may submit a written request to be exempted from paragraph (a).

2. In deciding whether to deny or grant a special district's request for exemption from paragraph (a), the local governing body must consider:

a. Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district's tax increment.

b. The fiscal and operational impact on the community redevelopment agency.

c. The fiscal and operational impact on the special district.

d. The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area.

e. The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to the repayment of the bonds.

f. The benefit of the activities of the special district to the approved community redevelopment plan.

g. The benefit of the activities of the special district to the area of operation of the local governing body that created the community redevelopment agency.

3. The local governing body must hold a public hearing on a special district's request for exemption after public notice of the hearing is published in a newspaper having a general circulation in the county or municipality that created the community redevelopment area. The notice must describe the time, date, place, and purpose of the hearing and must identify generally the community redevelopment area covered by the plan and the impact of the plan on the special district that requested the exemption.

4. If a local governing body grants an exemption to a special district under this paragraph, the local governing body and the special district must enter into an interlocal agreement that establishes the conditions of the exemption, including, but not limited to, the period of time for which the exemption is granted.

5. If a local governing body denies a request for exemption by a special district, the local governing body shall provide the special district with a written analysis specifying the rationale for such denial. This written analysis must include, but is not limited to, the following information:

a. A separate, detailed examination of each consideration listed in subparagraph 2.

b. Specific examples of how the approved community redevelopment plan will benefit, and has already benefited, the purpose for which the special district was created.

6. The decision to either deny or grant an exemption must be made by the local governing body within 120 days after the date the written request was submitted to the local governing body pursuant to the procedures established by such local governing body.

(3)(a) Notwithstanding the provisions of subsection (2), the obligation of the governing body which established the community redevelopment agency to fund the redevelopment trust fund annually shall continue until all loans, advances, and indebtedness, if any, and interest thereon, of a community redevelopment agency incurred as a result of redevelopment in a community redevelopment area have been paid.

(b) Alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority. The community redevelopment agency may be an additional party to any such agreement.

(4) The revenue bonds and notes of every issue under this part are payable solely out of revenues pledged to and received by a community redevelopment agency and deposited to its redevelopment trust fund. The lien created by such bonds or notes shall not attach until the increment revenues referred to herein are deposited in the redevelopment trust fund at the times, and to the extent that, such increment revenues accrue. The holders of such

bonds or notes have no right to require the imposition of any tax or the establishment of any rate of taxation in order to obtain the amounts necessary to pay and retire such bonds or notes.

(5) Revenue bonds issued under the provisions of this part shall not be deemed to constitute a debt, liability, or obligation of the public body or the state or any political subdivision thereof, or a pledge of the faith and credit of the public body or the state or any political subdivision thereof, but shall be payable solely from the revenues provided therefor. All such revenue bonds shall contain on the face thereof a statement to the effect that the agency shall not be obligated to pay the same or the interest thereon except from the revenues of the community redevelopment agency held for that purpose and that neither the faith and credit nor the taxing power of the governing body or of the state or of any political subdivision thereof is pledged to the payment of the principal of, or the interest on, such bonds.

(6) Effective October 1, 2019, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of commissioners of the community redevelopment agency and only for the purposes specified in paragraph (c).

(a) Except as otherwise provided in this subsection, a community redevelopment agency shall comply with the requirements of s. [189.016](#).

(b) A community redevelopment agency created by a municipality shall submit its annual budget to the board of county commissioners for the county in which the agency is located within 10 days after the adoption of such budget and submit amendments of its annual budget to the board of county commissioners within 10 days after the adoption date of the amended budget.

(c) The annual budget of a community redevelopment agency may provide for payment of the following expenses:

1. Administrative and overhead expenses directly or indirectly necessary to implement a community redevelopment plan adopted by the agency.
2. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.
3. The acquisition of real property in the redevelopment area.
4. The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. [163.370](#).
5. The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.
6. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.
7. The development of affordable housing within the community redevelopment area.
8. The development of community policing innovations.
9. Expenses that are necessary to exercise the powers granted under s. [163.370](#), as delegated under s. [163.358](#).

(7) On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:

(a) Returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities for that year;

(b) Used to reduce the amount of any indebtedness to which increment revenues are pledged;

(c) Deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or

(d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan. The funds appropriated for such project may not be changed unless the project is amended, redesigned, or delayed, in which case the funds must be reappropriated pursuant to the next annual budget adopted by the board of commissioners of the community redevelopment agency.

(8)(a) Each community redevelopment agency with revenues or a total of expenditures and expenses in excess of \$100,000, as reported on the trust fund financial statements, shall provide for a financial audit each fiscal year by an independent certified public accountant or firm. Each financial audit conducted pursuant to this subsection must be conducted in accordance with rules for audits of local governments adopted by the Auditor General.

(b) The audit report must:

1. Describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which increment revenues are pledged and the remaining amount of such indebtedness.

2. Include financial statements identifying the assets, liabilities, income, and operating expenses of the community redevelopment agency as of the end of such fiscal year.

3. Include a finding by the auditor as to whether the community redevelopment agency is in compliance with subsections (6) and (7).

(c) The audit report for the community redevelopment agency must accompany the annual financial report submitted by the county or municipality that created the agency to the Department of Financial Services as provided in s. [218.32](#), regardless of whether the agency reports separately under that section.

(d) The agency shall provide a copy of the audit report to each taxing authority.

History.—s. 11, ch. 77-391; s. 78, ch. 79-400; s. 9, ch. 83-231; s. 15, ch. 84-356; s. 27, ch. 87-224; s. 35, ch. 91-45; s. 4, ch. 93-286; s. 10, ch. 94-236; s. 1, ch. 94-344; s. 10, ch. 98-314; s. 8, ch. 2002-18; s. 8, ch. 2002-294; s. 7, ch. 2006-307; s. 1, ch. 2016-155; s. 8, ch. 2019-163.

Select Year:

The 2019 Florida Statutes

[Title XIII](#)[Chapter 189](#)[View Entire Chapter](#)

PLANNING AND DEVELOPMENT UNIFORM SPECIAL DISTRICT ACCOUNTABILITY ACT

189.015 Meetings; notice; required reports.—

(1) The governing body of each special district shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities. The schedule shall include the date, time, and location of each scheduled meeting. The schedule shall be published quarterly, semiannually, or annually in a newspaper of general paid circulation in the manner required in this subsection. The governing body of an independent special district shall advertise the day, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the governing body, at least 7 days before such meeting, in a newspaper of general paid circulation in the county or counties in which the special district is located, unless a bona fide emergency situation exists, in which case a meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as it is subsequently ratified by the governing body. No approval of the annual budget shall be granted at an emergency meeting. The advertisement shall be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall appear in a newspaper that is published at least 5 days a week, unless the only newspaper in the county is published fewer than 5 days a week. The newspaper selected must be one of general interest and readership in the community and not one of limited subject matter, pursuant to chapter 50. Any other provision of law to the contrary notwithstanding, and except in the case of emergency meetings, water management districts may provide reasonable notice of public meetings held to evaluate responses to solicitations issued by the water management district, by publication in a newspaper of general paid circulation in the county where the principal office of the water management district is located, or in the county or counties where the public work will be performed, no less than 7 days before such meeting.

(2) All meetings of the governing body of the special district shall be open to the public and governed by the provisions of chapter 286.

(3) Meetings of the governing body of the special district shall be held in a public building when available within the district, in a county courthouse of a county in which the district is located, or in a building in the county accessible to the public.

History.—s. 10, ch. 79-183; s. 78, ch. 81-259; s. 24, ch. 89-169; s. 19, ch. 97-255; s. 33, ch. 99-378; s. 39, ch. 2014-22.

Note.—Former s. 189.005; s. 189.417.

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

ITEM TITLE:	Draft Regular Meeting Minutes
For the Meeting of:	August 13, 2020
Submitted by:	City Clerk
Date Submitted:	August 6, 2020
Funds Required:	N/A
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, draft minutes
Item Description:	July 23, 2020 regular 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 REGULAR
DRAFT MEETING MINUTES
July 23, 2020**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, July 23, 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.

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce, Sergeant David Cox, Police Department; Public Works Director Robb Dicus; Parks and Recreation Director Michelle Yoder; Community Development Director Tracy Kelley; Commission District 4 Candidate Andrew LoFaro and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

ACTION: 6:00 p.m. After Mayor Cheshire called the meeting to order, Chief Luce gave the invocation, and Commissioner DeGrave led in the Pledge of Allegiance to the flag.

2. ROLL CALL

ACTION: 6:04:36 p.m. Mayor Cheshire requested that Ms. Coulson call the roll and a quorum was declared present.

Agenda Changes:

Mayor Cheshire announced the following changes to this evening's agenda:

ACTION: 6:04:58 p.m. **By unanimous consent, the city commission accepted the following changes to this evening's agenda.**

3.(a) Bessie Hoffman – Proclamation

Correct date of the proclamation to this day's date;

5.(a) Approval of Minutes – July 9, 2020

Page three, Item 5.(b) should read: “3-2” and not “3-1 vote” and page seven, Item 7, should read: “Burch” and not “Burke”, and

6.(f) Resolution 2020-036 Development Review Applications - Engineering Services Review Fee Schedule

To be approved with addendum.

3. SPECIAL PRESENTATIONS

(a) Bessie Hoffman – Proclamation

On behalf of the city commission, Mayor Cheshire read into the record a proclamation which recognized Thursday, July 14, 2020 as “*Bessie Pantheia Hoffman Day*” in Fruitland Park; recognized her numerous years of tireless endurance that she represented in the community and expressed sincere condolences to her family and loved ones.

ACTION: 6:05:31 p.m. Mr. Joseph “Joe” R. Moseley, partner; Mses. Diane Woods, daughter, Gail and Donna Wessel, granddaughters accepted the proclamations with appreciation.

(b) City Clerk Designation

Mayor Cheshire recognized the presence of Mses. Patricia “Pat” J. Burke, Florida Association of City Clerks (FACC) Central East District Director, the Professional Education Committee Co-Chair, the FACC Education Task Force Member, and the Town of Palm Shores Clerk, who acknowledged the attendance of Mses. Bea L. Meeks, Immediate Past FACC President, City of Edgewood Clerk and former Fruitland Park City Clerk, and Michelle Hawkins, FACC Membership Committee Chairperson and City Clerk of Mascotte.

Ms. Burke gave a presentation highlighting the promotion of continuing education by the International Institute of Municipal Clerks and FACC Master Municipal Clerk designation and congratulated Ms. Coulson on her recent accomplishment in reaching same.

ACTION: 6:09:00 p.m. The mayor, on behalf of the city commission, expressed appreciation to Ms. Coulson who accepted the recognition with gratitude.

4. COMMUNITY REDEVELOPMENT AGENCY

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

ACTION: 6:18:24 p.m. At this time and **by unanimous consent, the city commission recessed its meeting to the Community Redevelopment Agency and reconvened at 6:30 p.m.**

5. CONSENT AGENDA

**(a) Approval of Minutes
July 9, 2020 regular**

**(b) Resolution 2020-033 – Board of Trustees’ Appointment – C. Themm
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO
THE BOARD OF TRUSTEES OF THE MUNICIPAL FIRE
FIGHTERS PENSION TRUST FUND OF THE CITY OF**

FRUITLAND PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:30:25 p.m. On motion of Commissioner DeGrave, seconded by Commissioner Mobilian, DeGrave, the city commission approved the consent agenda as previously cited.

By unanimous consent, Mayor Cheshire took agenda item 6.(b) out of order on this evening's agenda.

(Vice Mayor Gunter was no longer available by telephonic conference during the following item.)

6. REGULAR AGENDA

(b) Gardenia Park Phase III FRDAP Grant (Skate Park) Update Status Report

Prior to Ms. Yoder giving a status update report on the Gardenia Park Phase III Florida Recreation Development Assistance Program Grant (Skate Park), Mr. La Venia referred to the proposal submitted by Bay to Bay Construction and additional information obtained by Ms. Yoder on the half pipe concrete ramp version as well as the warranty statement from American Ramp Company (ARC); copies of which are filed with the supplemental papers to the minutes of this meeting.

Ms. Yoder mentioned the discussions she had with various skate park firms; namely, Cape Coral Eagle Skate Park, Royal Palm Beach and Flagler Skatepark; however, no responses were received.

After discussion, Ms. Yoder gave reasons why she recommended ARC half pipe with 3 4 and 5 with two different heights for approximately \$61,000 inclusive of installation.

(Commissioner Bell was no longer available by telephonic conference at this time.)

ACTION: 6:30:37 p.m. After much discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission accept staff's recommendation to award the bid to American Ramp Company as the sole source bidder and approve the amount of \$61,000 for the half pipe concrete ramp for Gardenia Park Skate Park utilizing the Gardenia Park Phase III Florida Recreation Development Assistance Program Grant of \$50,000 and the remaining amount of \$21,000 from contingency funds (some of which to be utilized towards the grant writer and the as-built from Booth Ern Straughan & Hiott Inc., engineers, surveyors, and land planners both retained by the city.).

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

(a) **Request for Qualifications**

i. **RFQ 2020-01 Professional Architectural Services Design Architect Proposals - Presentations**

The city commission considered the selection committee's recommendation to hold 10-minute-presentations on the best qualified firm's Request for Qualifications 2020-01 Professional Architectural Services Design Architect proposal as follows:

- GatorSkitch Corporation, Architects and Planners, Clermont
- Blaise, Fiebach and Associates PA, Leesburg, and
- Architects Design Group, Winter Park

Power-point presentations were given and handouts submitted by the aforementioned firms; copies of which are filed with the supplemental papers to the minutes of this meeting.

After much discussion and by **unanimous consent, the city commission ranked the firms as follows:**

Mayor Cheshire (1) **Architects Design Group,**
(2) **GatorSkitch Corporation, and**
(3) **Blaise, Fiebach and Associates PA**

Commissioner Mobilian (1) **GatorSkitch Corporation**
(2) **Architects Design Group, and**
(3) **Blaise, Fiebach and Associates PA**

Commissioner DeGrave (1) **GatorSkitch Corporation**
(2) **Architects Design Group, and**
(3) **Blaise, Fiebach and Associates PA**

ACTION: 6:41:15 p.m. and 7:38:55 p.m. Following much discussion, **and on motion of Commissioner Mobilian, seconded by Commissioner DeGrave and unanimously carried, the city commission approved the selection and ranking of the aforementioned firms for Request for Quotations (RFQ) 2020-01 for Professional Architectural Services in the following order:**

- (1) **GatorSkitch Corporation, Clermont;**
- (2) **Architects Design Group, Winter Park, and**
- (3) **Blaise, Fiebach and Associates PA, Leesburg;**

and awarded the RFQ to GatorSkitch Corporation as the first-place ranked firm considered to be the best qualified.

Following further discussion and **by unanimous consent, the city commission directed the city manager to commence compensation negotiations with the first-place ranked firm, GatorSkch Corporation, (if an agreement is not accepted, the second-ranked firm, Architects Design Group) and agreed that the city attorney draft a contract agreement with GatorSkch for consideration on the August 13, 2020 regular agenda.**

ii. RFQ 2020-02 Grant Writing Services Update Status Report

Mr. La Venia reported on the lack of response on RFQ 2020-02 Professional Grant Writing Services and addressed the plan to expand the scope by revisiting same.

ACTION: 7:38:55 p.m. No action was necessary.

(c) Resolution 2020-035 – CardKnox CentralSquare Contract

Ms. Geraci-Carver read into the record Resolution 2020-035, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CONFIRMATION PAGE, PROGRAM GUIDE AND ASSOCIATED DOCUMENTS FROM CARDKNOX TO ALLOW FOR THE CITY TO ACCEPT CREDIT CARD PAYMENTS ASSOCIATED WITH CENTRALSQUARE TECHNOLOGIES SOFTWARE UTILIZED BY THE BUILDING DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE CONFIRMATION PAGE; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:40:26 p.m. After discussion, **a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2020-035 as previously cited.**

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

(c) Resolution 2020-034 Document Redaction Software Services - Veritone

Ms. Geraci-Carver read into the record Resolution 2020-034, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING LICENSE AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND VERITONE, INC. FOR DOCUMENT REDACTION SOFTWARE RELATING TO PUBLIC RECORDS;

AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:42:30 p.m. After discussion, a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2020-034 as previously cited.

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

(e) Resolution 2020-028 - LPG Urban Planners Inc. Contract

Ms. Geraci-Carver read into the record Resolution 2020-028, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PLANNING SERVICES AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND LPG URBAN & REGIONAL PLANNERS, INC. FOR PROFESSIONAL PLANNING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:41:28 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission adopt Resolution 2020-028as previously cited.

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

(f) Resolution 2020-036 Development Review Applications - Engineering Services Review Fee Schedule

Ms. Geraci-Carver read into the record Resolution 2020-036, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AND ADOPTING A REVIEW FEE SCHEDULE FOR ENGINEERING SERVICES RELATING TO DEVELOPMENT REVIEW APPLICATIONS; REPEALING ALL FEES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:44:51 p.m. After considerable discussion, a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt aforementioned Resolution 2020-036 with addendum to the October 27, 2011 agreement.

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

(g) Resolution 2020-032 Proposed Millage Rate - FY 2020-21

Mayor Cheshire announced that the city is prepared to set the proposed millage rate of 3.9134 which is 3.64% increase over the roll back rate of 3.776; indicated that the millage rate of 3.9134 mills is the same rate as the last two years and explained that the ad valorem increase is due to an increase in the taxable value due to new construction. He noted that the city commission cannot exceed the proposed rate once it is established.

Ms. Geraci-Carver read into the record Resolution 2020-032, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A NOT TO EXCEED MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2020-2021 AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:48:33 p.m. A motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission adopt Resolution 2020-032 as previously cited.

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

PUBLIC HEARING

(h) Ordinance 2020-004 Professional and Consultant Fees

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2020-004, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN CHAPTER 102 OF THE CODE OF ORDINANCES TO REQUIRE REIMBURSEMENT OF PROFESSIONAL AND CONSULTANT FEES FOR DEVELOPMENT PRE-APPLICATION MEETINGS; IMPOSING JOINT AND SEVERAL LIABILITY FOR PAYMENT OF SUCH FEES BETWEEN THE PROPERTY OWNER AND PRE-APPLICANT AND BETWEEN THE PROPERTY OWNER AND ANY DEVELOPMENT APPLICANT; IMPOSING PENALTY FOR FAILURE TO PAY; PROVIDING FOR CODIFICATION,

SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on August 13, 2020.)

ACTION: 8:00:24 p.m. After discussion, a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission approve Ordinance 2020-004 as previously cited.

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

7. OFFICERS' REPORTS

(a) City Manager

i. Economic Development Status Update

Mr. La Venia indicated that the economic development status update was addressed earlier this evening at the Community Redevelopment Agency meeting. He mentioned the number of developers who have filed applications which, due to the Coronavirus Disease 19 epidemic, have slowed them down.

ACTION: 7:53:49 p.m. No action was taken.

ii. COVID-19 Status Update

Mr. La Venia referred to the daily situation response report received from the county which he forwarded on to the commission; gave more explanation on the confirmed case numbers identified in the report and addressed the safety measures undertaken and instituted at city hall. (A copy of the report is filed with the supplemental papers to the minutes of this meeting.)

ACTION: 7:54:25 p.m. No action was taken.

iii. Fruitland Park Library Café

Mr. La Venia referred to the February 13, 2020 executed lease agreement (Resolution 2020-003) with Fountain Lake Properties LLC (aka *The Rose Plantation*) and reported on the decision of the president, John M. Gibson, to separate himself from the respective business. Mr. La Venia referred to the reasonably priced Fruitland Park Library Gardenia Café menu; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 7:54:21 p.m. After further discussion, and by unanimous consent, the city commission approved the city manager's recommendation for city staff to manage the Fruitland Park Library (Gardenia) Café in-house. (Start date anticipated to commence January 2021.)

(b) **City Attorney**

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

Ms. Geraci-Carver reported that the T.D. Burke case is scheduled for the July 27, 2020 virtual court hearing.

ACTION: 8:00:26 p.m. No action was taken.

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

Ms. Geraci-Carver reported that the State of Florida Department of Management Services, Division of Retirement case regarding Michael Fewless is scheduled to take place on August 18 to 20, 2020 whereby the interrogatories are due by August 14, 2020.

ACTION: 8:00:38 p.m. No action was taken.

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

Ms. Geraci-Carver indicated that nothing was scheduled with the Michael and Laurie Fewless case in the Lake County Court.

ACTION: 8:01:02 p.m. No action was taken.

iv. **Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026**

With respect to the Norman C. Cummins v Stephen P. Angelillo case, Ms. Geraci-Carver announced that the city's insurance company appointed Attorney Andrew Dayes to represent the city. She confirmed that there is coverage and there is no deductible in this regard.

ACTION: 8:01:07 p.m. No action was taken.

8. **PUBLIC COMMENTS**

There were no public comments at this time.

ACTION: 8:01:24 p.m. No action was necessary.

9. **UNFINISHED BUSINESS**

There was no unfinished business at this time.

ACTION: 8:01:26 p.m.. No action was necessary.

10. **COMMISSIONERS' COMMENTS**

(a) **Commissioner Mobilian**

Commissioner Mobilian had nothing to report at this time.

ACTION: 8:01:47 p.m. No action was necessary.

- (b) **Commissioner DeGrave**
Commissioner DeGrave nothing to report at this time.

ACTION: 8:01:49 p.m. No action was necessary.

- (c) **Commissioner Bell**
Commissioner Bell was absent at this time.

ACTION: 8:01:51 p.m. No action was taken.

- (d) **Vice Mayor Gunter, Jr.**
Vice Mayor Gunter was absent at this time.

ACTION: 8:01:51 p.m. No action was taken.

11. MAYOR'S COMMENTS

- (a) **2020 Census -**

Mayor Cheshire announced the importance of responding to The 2020 Census and outlined how the questionnaire can be completed online, by telephone or email.

ACTION: 8:01:51 p.m. No action was taken.

- (b) **DATES TO REMEMBER**

- August 3, 2020 City Commission Workshop at 6:00 p.m.;
- August 4, 2020 City Commission Workshop at 6:00 p.m.;
- August 10, 2020 Lake County Tourist Development Council at 3:00 p.m.;
- August 10, 2020 Lake County Parks Recreation Trails Advisory Board at 3:30 p.m.
- August 13, 2020 City Commission Meeting regular at 6:00 p.m.;
- August 26, MPO Governing Board Virtual
- August 27, 2020 City Commission Meeting regular at 6:00 p.m.
- September 7, 2020 City Hall Closed, Labor Day;
- September 10, 2020 City Commission Meeting regular at 6:00 p.m.;
- September 17, 2020 City Commission/P&Z Board Joint Workshop Meeting at 6:00 p.m.
- September 24, 2020 City Commission Meeting regular at 6:00 p.m.

ACTION: 8:02:13 p.m. No action was taken.

12. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 8:03 p.m.

The minutes were approved at the August 13, 2020 regular meeting.

Signed _____
Esther B. Coulson, City Clerk, MMC

Signed _____
Chris Cheshire, Mayor

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

ITEM TITLE: Professional Architectural Services Design
Architect Discussion

For the Meeting of: August 13, 2020

Submitted by: City Manager

Date Submitted: August 6, 2020

Funds Required:

Attachments: None

Item Description: Professional Architectural Services Design
Architect discussion with GatorSkitch Corporation.

Action to be Taken:

Staff's Recommendation: To be addressed.

Additional Comments: Awarded RFQ 2020-01 for Professional Architectural Services to GatorSkitch Corporation as the first place ranked and best qualified firm at the July 23, 2020 regular meeting.

City Manager Review: Yes

Mayor Authorization: Yes

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5bi-ii**

ITEM TITLE: Civil Engineering Surveying Services
For the Meeting of: August 13, 2020
Submitted by: City Manager
Date Submitted: August 6, 2020
Funds Required:
Attachments: None

Item Description: Civil Engineering Surveying Services with Booth, Ern, Straughan & Hoit Inc:

- i. Resolution 2020-040 WWTP Metal Building
- ii. Resolution 2020-041 Public Safety Complex
- iii. Engineering, surveying and planning services discussion.

Action to be Taken: Adopt Resolutions 2020-040 and 2020-041.

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2020-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT FOR CITY OF FRUITLAND PARK METAL BUILDING AT WWTP BETWEEN BESH AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Agreement between the City and BESH for BESH to prepare a master site plan and construction drawings for a metal building to be located at the City's wastewater treatment property for use as a public works building, prepare a survey, conduct geotechnical investigation, obtain required permitting, coordinate and provide project administration services; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to enter into the agreement with BESH for these services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Civil Engineering Proposal/Agreement for City of Fruitland Park Metal Building at WWTP between Booth, Ern, Straughn & Hiott, Inc. (BESH) 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 13th day of August 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, MMC

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

**CITY OF FRUITLAND METAL BUILDING AT WWTP
FRUITLAND PARK, FLORIDA, LAKE COUNTY**

SURVEYOR'S:

Booth, Ern, Straughan & Hiott, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax

CLIENT:

Gary LaVenía, City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731
(352) 360-6727 - Phone
glavenia@fruitlandpark.org

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

SCOPE OF WORK:

To prepare design documents for the permitting and construction of a Metal Building to be located at the City Wastewater Facility at Spring Lake Road. Design shall consist of a 5,000-6,000 square foot building and concrete handicap parking space.

SCOPE OF SERVICES:

TASK 001 SITE PLAN / CIVIL ENGINEERING

Preparation of Master Site Plan, and Construction Drawings in accordance with the City of Fruitland Park requirements and regulations. Construction drawings based upon concept prepared by Architect. Final Site Plans shall include the following:

- Cover Sheet with Vicinity Map
- Geometry Plans
- Grading Plans
- Paving and Drainage Plans
- Potable Water Details and Specifications
- Sanitary Sewer Details and Specifications
- Paving and Drainage Details
- Erosion and Sediment Control Plans and Details

Design includes utilities, storm water collection and finish grades to within 5' of proposed structures. B.E.S.H. shall coordinate with architect for points of connection with water, sewer, and stormwater collection system.

FEE: \$5,700.00

TASK 002 SURVEY

The scope of services shall include any survey needed to construct the metal building and stormwater pond. Estimate is 2 acres of land. Services shall include field crew time to collect data, and office time to convert data to add to the CAD file.

FEE: \$4,800.00

TASK 003 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility

companies during the design and permitting phase of the project and coordination meetings with the client.

Prepare and attend meeting with client during concept design development and construction plan stages of the project.

FEE: \$1,500.00

TASK 004 SJRWMD INDIVIDUAL SWERP PERMIT

Prepare application and required exhibits and submit application. Review and respond to staff comments, make plan changes or clarifications as needed and resubmit plans, calculations, and written responses. Application will not include impacts to wetland, nor Dredge and Fill permitting.

FEE: \$3,500.00

TASK 005 WATER MAIN DESIGN AND FDEP PERMITTING (IF REQUIRED)

If there is not potable water available at the site for use in the building and in fire protection, design and permit a water main extension to the site. Main will be designed per FDEP specifications, and this task shall include permitting with FDEP as needed. Plans shall include the following:

- o Master Utility Plans
- o Detailed Utility Plans
- o Potable Water Details and Specifications

FEE: \$3,060.00

TASK 006 GEOTECHNICAL INVESTIGATION

The purpose of this geotechnical investigation and evaluation will be to assess the shallow soil and groundwater conditions and provide recommendations for general development and stormwater retention design. We propose to conduct the following scope of investigation

- o Drill one (1) machine auger borings to a depth of 15 feet below ground surface within the proposed stormwater retention pond area.
- o Collect one (1) undisturbed tube samples from the stormwater retention area and conduct laboratory permeability testing on the undisturbed tube samples.

Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, estimation of seasonal high groundwater, and geotechnical recommendations for: proper site preparation, and provide design parameters for the proposed stormwater retention system.

FEE: \$2,500.00

TASK 007 CONSTRUCTION ADMINISTRATION

Inspections, final certifications and as-builts as required by permit conditions which consist of the following:

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and General Contractor during construction. Booth, Ern, Straughan & Hiott, Inc., will make four (4) visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit. Review Contractor's Pay Requests and address any questions with client. Review As-Built drawings and coordinate final inspection with the City of Fruitland Park.

Based upon the on-site observations and a signed and sealed as-built survey provided by contractor. Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the owner and the following State and local agencies as required:

- A. City of Fruitland Park
- B. St. Johns River Water Management District
- C. FDEP (if required)

FEE: \$3,500.00

SUMMARY FEE SCHEDULE

TASK 001	\$	5,700.00
TASK 002	\$	4,800.00
TASK 003	\$	1,500.00
TASK 004	\$	3,500.00
TASK 005	\$	3,060.00
TASK 006	\$	2,500.00
TASK 007	\$	3,500.00
TOTAL	\$	24,560.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Boundary Survey
2. Topography Survey
3. Soil Boring Location Stake Survey
4. Traffic Study / Impact Analysis
5. Environmental Assessments
6. Army Corp. of Engineers Dredge and Fill
7. Landscape/Irrigation Plans
8. Off-site Utilities Design
9. Off-site Roadway or Transportation Improvements
10. Boat Dock and Ramp Design/Permitting
11. Monumentation of wetlands for Conservation Easement
12. Platting
13. Sketch and Descriptions for Conservation Easements
14. CADD support for environmentalist.
15. Offsite Right of Way survey for utilities.
16. FEMA CLOMR
17. FEMA Map Amendment
18. NPDES Permitting
19. Hardscape, Walls, Entry Features
20. Lighting/Photometric Design
21. Florida Fish and Wildlife Conservation Commission Permit
22. Bid Documents & Bidding
23. Tree Survey
24. Conditional Use Permit

25. Earthwork Calculations
26. Electrical Controls for Lift Stations
27. Rezoning
28. Land Use Changes
29. Noise Study
30. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, mylars, reproductions, postage, etc.
31. Advance of permit fees, impact fees, title search fees, recording or advertising fees.
32. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

**HOURLY RATE SCHEDULE
(2018)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....	\$1.25
24 x 36.....	\$2.50

Color Copies

11 x 17.....	\$2.00
24 x 36.....	\$6.00

Black & White Copies

8 ½ x 11.....	\$0.10
8 ½ x 14.....	\$0.10
11 x 17.....	\$0.20

Color Copies

8 ½ x 11.....	\$0.25
8 ½ x 14.....	\$0.25
11 x 17.....	\$0.45

Other Printing Services

24 x 36 Mylar.....	\$12.00
24 x 36 Photo Paper, Color.....	\$36.00
24 x 36 Foam Board.....	\$30.00

Other Services

Fax/Scan.....	\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)... @ cost	
Concrete Monuments.....	\$11.00
Rebar.....	\$2.00
Mileage (T/M Projects Only).....	\$0.59

Project Name: City of Fruitland Park Metal Building at WWTP, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Fruitland Park** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

PUBLIC RECORDS

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 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, FL 34731.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years

Project Name: City of Fruitland Park Metal Building at WWTP, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

Project Name: City of Fruitland Park Metal Building at WWTP, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

Project Name: City of Fruitland Park Metal Building at WWTP, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supersedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

C. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

D. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

E. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

F. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable

Project Name: City of Fruitland Park Metal Building at WWTP, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**G. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

Project Name: City of Fruitland Park Metal Building at WWTP, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2020.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature:  _____

Signature _____

By: Duane K. Booth, P.E.

By: _____

Title: President

Title: _____

Project Name: City of Fruitland Park Metal Building at WWTP, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

RESOLUTION 2020-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT FOR CITY OF FRUITLAND PARK PUBLIC SAFETY COMPLEX BETWEEN BESH AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Agreement between the City and BESH for BESH to prepare a master site plan and construction drawings for a public safety complex, prepare a survey, obtain required permitting, coordinate and provide project administration services and respond to bidders questions during the bidding process and attend pre-construction meeting for bidders; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to enter into the agreement with BESH for these services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Civil Engineering Proposal/Agreement for Public Safety Complex between Booth, Ern, Straughn & Hiott, Inc. (BESH) 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 13th day of August 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, MMC

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

**CITY OF FRUITLAND PARK PUBLIC SAFETY BUILDING
FRUITLAND PARK, FLORIDA, LAKE COUNTY**

SURVEYOR'S:

Booth, Ern, Straughan & Hiott, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax

CLIENT:

Gary LaVenía, City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731
(352) 360-6727 - Phone
glavenia@fruitlandpark.org

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

SCOPE OF WORK:

To prepare design documents for the permitting and construction of a City Fire Station to be located next to the previously designed and constructed City Library and parking lot.

SCOPE OF SERVICES:

TASK 001 SITE PLAN / CIVIL ENGINEERING

Preparation of Master Site Plan, and Construction Drawings in accordance with the City of Fruitland Park requirements and regulations. Construction drawings based upon concept prepared by Architect. Final Site Plans shall include the following:

- Cover Sheet with Legal Description and Vicinity Map
- Geometry Plans
- Master Utility Plans
- Detailed Utility Plans
- Grading Plans
- Paving and Drainage Plans
- Potable Water Details and Specifications
- Sanitary Sewer Details and Specifications
- Paving and Drainage Details
- Erosion and Sediment Control Plans and Details

Design includes utilities, storm water collection and finish grades to within 5' of proposed structures. B.E.S.H. shall coordinate with architect for points of connection with water, sewer, and stormwater collection system.

FEE: \$17,000.00

TASK 002 SURVEY

The scope of services shall include any additional survey work to be added to the existing survey in the areas of driveway connections for the proposed fire station, or areas of connections to previously constructed areas of the City Library. Services shall include field crew time to collect data, and office time to convert data to add to the CAD file.

FEE: \$2,500.00

TASK 003 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$3,500.00

TASK 004 SJRWMD INDIVIDUAL SWERP PERMIT

Prepare application and required exhibits and submit application. Review and respond to staff comments, make plan changes or clarifications as needed and resubmit plans, calculations, and written responses. Application will not include impacts to wetland, nor Dredge and Fill permitting.

FEE: \$3,500.00

TASK 005 TEAM MEETINGS/CIVIL COORDINATION

Attend meetings with the city and architect to coordinate between civil and architectural drawings, or other issues as may arise during the design and permitting phase.

FEE: \$2,600.00

TASK 006 SPECIFICATIONS

BESH will respond to bidders questions during the bidding process, issue bid addenda as required and attend a pre-construction meeting. Bidding to be conducted by City and architect.

FEE: \$1,000.00

TASK 007 LAKE COUNTY PERMITTING (IF REQUIRED)

Prepare Lake County right of way utilization permit for work within County Right of Ways.

- A. Permit application for work in Rose Ave right-of-way for sewer connection.

FEE: \$1,500.00

TASK 008 GEOTECHNICAL INVESTIGATION

The purpose of this geotechnical investigation and evaluation will be to assess the shallow soil and groundwater conditions and provide recommendations for general development and foundation design. We propose to conduct the following scope of investigation

- Drill two (4) Standard Penetration Test (SPT) borings to a depth of 25 feet below ground surface within the proposed building area for foundation evaluation.

Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, geotechnical recommendations for: proper site preparation, support of the proposed structure on shallow foundations.

FEE: \$3,701.50

TASK 009 CONSTRUCTION ADMINISTRATION

Inspections, final certifications and as-builts as required by permit conditions which consist of the following:

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and General Contractor during construction. Booth, Ern, Straughan & Hiott, Inc., will make four (4) visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit. Review Contractor's Pay Requests and address any questions with client. Review As-Built drawings and coordinate final inspection with the City of Fruitland Park.

Based upon the on-site observations and a signed and sealed as-built survey provided by contractor. Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the owner and the following State and local agencies as required:

- A. City of Fruitland Park
- B. St. Johns River Water Management District

FEE: \$5,000.00

SUMMARY FEE SCHEDULE

TASK 001	\$	17,000.00
TASK 002	\$	2,500.00
TASK 003	\$	3,500.00
TASK 004	\$	3,500.00
TASK 005	\$	2,600.00
TASK 006	\$	1,000.00
TASK 007	\$	1,500.00
TASK 008	\$	3,701.50
TASK 009	\$	5,000.00
TOTAL	\$	40,301.50

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Boundary Survey
2. Topography Survey
3. Soil Boring Location Stake Survey
4. Traffic Study / Impact Analysis
5. Environmental Assessments
6. Army Corp. of Engineers Dredge and Fill
7. Landscape/Irrigation Plans
8. Off-site Utilities Design
9. Off-site Roadway or Transportation Improvements
10. Boat Dock and Ramp Design/Permitting
11. Monumentation of wetlands for Conservation Easement
12. Platting
13. Sketch and Descriptions for Conservation Easements
14. CADD support for environmentalist.
15. Offsite Right of Way survey for utilities.
16. FEMA CLOMR
17. FEMA Map Amendment
18. NPDES Permitting
19. Hardscape, Walls, Entry Features
20. Lighting/Photometric Design
21. Florida Fish and Wildlife Conservation Commission Permit
22. Bid Documents & Bidding

23. Tree Survey
24. Conditional Use Permit
25. Earthwork Calculations
26. Electrical Controls for Lift Stations
27. Rezoning
28. Land Use Changes
29. Noise Study
30. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, mylars, reproductions, postage, etc.
31. Advance of permit fees, impact fees, title search fees, recording or advertising fees.
32. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

**HOURLY RATE SCHEDULE
(2018)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Black & White

11 x 17.....	\$1.25
24 x 36.....	\$2.50

Color Copies

11 x 17.....	\$2.00
24 x 36.....	\$6.00

Black & White Copies

8 ½ x 11.....	\$0.10
8 ½ x 14.....	\$0.10
11 x 17.....	\$0.20

Color Copies

8 ½ x 11.....	\$0.25
8 ½ x 14.....	\$0.25
11 x 17.....	\$0.45

Other Printing Services

24 x 36 Mylar.....	\$12.00
24 x 36 Photo Paper, Color.....	\$36.00
24 x 36 Foam Board.....	\$30.00

Other Services

Fax/Scan.....	\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)... @ cost	
Concrete Monuments.....	\$11.00
Rebar.....	\$2.00
Mileage (T/M Projects Only).....	\$0.59

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. **AGREEMENT:**

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of City of Fruitland Park ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. **TERMINATION:**

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. **DOCUMENTS:**

PUBLIC RECORDS

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 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, FL 34731.

D. **FEE RENEGOTIATION:**

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the

Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supersedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

C. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

D. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

E. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

F. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

G. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY).

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

Project Name: City of Fruitland Park Public Safety Building, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2020.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature:  _____

Signature _____

By: _Duane K. Booth, P.E._____

By: _____

Title: _President_____

Title: _____

Project Name: City of Fruitland Park Public Safety Building, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: July 9 2020, revised August 6, 2020

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

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

ITEM TITLE: City of Leesburg Street Maintenance ILA Discussion

For the Meeting of: August 13, 2020

Submitted by: City Manager

Date Submitted: August 6, 2020

Funds Required: No

Attachments: None

Item Description: City of Fruitland Park and City of Leesburg Street Maintenance ILA discussion.

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: 5d**

ITEM TITLE: Second Reading and Public Hearing – Professional and Consultant Fees Ordinance 2020-004

For the Meeting of: August 13, 2020

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

Date Submitted: August 4, 2020

Funds Required: No.

Attachments: Proposed ordinance, advertisement receipt and affidavit.

Item Description: Ordinance 2020-004 requiring the reimbursement of fees associated with development applications, to include pre-application fees. (The first reading was held on July 23, 2020.)

Action to be Taken: Enact Ordinance 2020-004 to become effective immediately as provided by law.

Staff's Recommendation: Approval.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2020-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN CHAPTER 102 OF THE CODE OF ORDINANCES TO REQUIRE REIMBURSEMENT OF PROFESSIONAL AND CONSULTANT FEES FOR DEVELOPMENT PRE-APPLICATION MEETINGS; IMPOSING JOINT AND SEVERAL LIABILITY FOR PAYMENT OF SUCH FEES BETWEEN THE PROPERTY OWNER AND PRE-APPLICANT AND BETWEEN THE PROPERTY OWNER AND ANY DEVELOPMENT APPLICANT; IMPOSING PENALTY FOR FAILURE TO PAY; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commission finds that development of real property and associated growth should pay for itself and such costs not burden the current residents and taxpayers of the City of Fruitland Park; and

WHEREAS, currently development applicants are required to reimburse the City for professional and consultant fees as well as adjacent property owner notifications related to a development application; and

WHEREAS, the City Commission wishes to clarify that professional and consultant fees includes engineering, surveying, planning, and legal review and any other professional or consultant fee associated with review of the application; and

WHEREAS, significant staff time and professional and consultant time is spent on pre-application meetings; therefore, the City requires reimbursement of those costs similarly to development applications; and

WHEREAS, the City of Fruitland Park has advertised as required by law for a public hearing prior to adoption of this Ordinance; and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida hereby finds and declares that the adoption of this ordinance is necessary, appropriate, and in the public interest of the citizens of this community.

NOW, THEREFORE, BE IT ORDAINED by the Commissioners of the City of Fruitland Park, Lake County, Florida, as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Amendment. Section 102.01 in Chapter 102 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 102.01. - Professional and consultant fees; costs associated with providing notice of development applications.

All persons, property owners, entities, and/or developers submitting development applications of any kind to the City of Fruitland Park shall be responsible for paying the costs incurred by the city for professional and consultant fees, inclusive of attorney's fees, associated with such applications and for all costs reasonably associated with providing adjacent property owner notifications and advertising costs of such developer's applicant's proposed project. The property owner is jointly and severally liable with an applicant for such costs.

The city shall invoice the applicant developer and/or property owner for such amounts, and shall, upon written request of the applicant developer and/or property owner, provide documentation to support such amounts. The applicant developer and/or property owner shall pay the invoiced amount to the city within 30 days of the date of the invoice. Unless specifically waived by the city for good cause, city staff and consultants shall not process further any development applications submitted by the applicant developer and/or property owner nor issue any development orders (including, but not limited to, building permits, certificates of occupancy, or land use approvals) until the full amounts owed are paid to the city.

All persons, property owners, entities, and/or developers requesting and attending a pre-application meeting with the city ("pre-applicant") to discuss future development of a parcel(s), including but not limited to changes in land use and zoning, shall be responsible for paying the costs incurred by the city for professional and consultant fees, inclusive of attorney's fees, associated with the pre-application meeting. The property owner is jointly and severally liable with the person, entity and/or developers for such costs associated with the pre-application meeting.

The city shall invoice the pre-applicant and property owner for such amounts, and shall, upon written request of the pre-applicant and/or property owner, provide documentation to support such amounts. The pre-applicant and/or property owner shall pay the invoiced amount to the city within 30 days of the date of the invoice. Unless specifically waived by the city for good cause, city staff and consultants shall not process further any development applications submitted by the pre-applicant and/or property owner nor issue any development orders (including, but not limited to, building permits, certificates of occupancy, or land use approvals) until the full amounts owed are paid to the city.

Section 3. Inclusion in Code. It is the intent of the Commissioners that the provisions of this Ordinance shall become and be made a part of the City of Fruitland Park Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein.

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

Section 6. Effective Date. This ordinance shall become effective upon final adoption.

PASSED and ORDAINED 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 Mayor Gunter	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Bell	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner DeGrave	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Mobilian	____(Yes),	____(No),	____(Abstained),	____(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

NOTICE OF PUBLIC HEARINGS
ORDINANCE 2020-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN CHAPTER 102 OF THE CODE OF ORDINANCES TO REQUIRE REIMBURSEMENT OF PROFESSIONAL AND CONSULTANT FEES FOR DEVELOPMENT PRE-APPLICATION MEETINGS; IMPOSING JOINT AND SEVERAL LIABILITY FOR PAYMENT OF SUCH FEES BETWEEN THE PROPERTY OWNER AND PRE-APPLICANT AND BETWEEN THE PROPERTY OWNER AND ANY DEVELOPMENT APPLICANT; IMPOSING PENALTY FOR FAILURE TO PAY; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Fruitland Park City Commission Meeting on August 13, 2020 at 6:00 p.m.

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

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

Advertising Receipt

The Villages Daily Sun

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PEGGY
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct #: 90105387
Phone: (352)360-6727
Date: 07/15/2020
Ad #: 00954400
Salesperson: RB Ad Taker: RB

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
"PAF" NOTICE PUBLIC	07/17/2020	07/17/2020	1	78.44	0.00	78.44

Ad Text:

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Payment Reference:

Total: 78.44
Tax: 0.00
Net: 78.44
Prepaid: 0.00

Total Due 78.44

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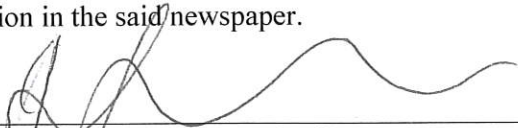
A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes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

The Villages
DAILY SUN

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

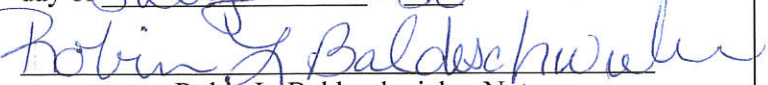
Before the undersigned authority personally appeared **Jackie Lancero**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal #00954400 in the matter of **NOTICE OF PUBLIC HEARING ORDINANCE 2020-004** was published in said newspaper in the issues of
JULY 17, 2020

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



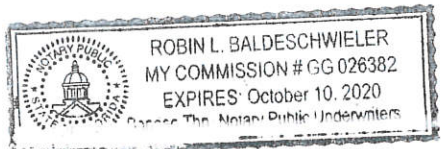
(Signature Of Affiant)

Sworn to and subscribed before me this 20
day of July 2020


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____

Attach Notice Here:



**NOTICE OF PUBLIC HEARING
ORDINANCE 2020-004**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING PROVISIONS IN CHAPTER 102 OF THE CODE OF ORDINANCES TO REQUIRE REIMBURSEMENT OF PROFESSIONAL AND CONSULTANT FEES FOR DEVELOPMENT PRE-APPLICATION MEETINGS; IMPOSING JOINT AND SEVERAL LIABILITY FOR PAYMENT OF SUCH FEES BETWEEN THE PROPERTY OWNER AND PRE-APPLICANT AND BETWEEN THE PROPERTY OWNER AND ANY DEVELOPMENT APPLICANT; IMPOSING PENALTY FOR FAILURE TO PAY; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

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#954400 July 17,2020

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

ITEM TITLE: City Manager's Report

For the Meeting of: August 13, 2020

Submitted by: City Manager

Date Submitted: August 7, 2020

Funds Required: No

Attachments: None

Item Description: City Manager's Report

- i. Economic Development Status Update
- ii. COVID-19 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: August 13, 2020
Submitted by: City Attorney
Date Submitted: August 5, 2020
Funds Required: None
Attachments: None
Item Description: City Attorney Report

City of Fruitland Park v. T.D. Burke, Lake County Case No. 2019-CA-001894 (Judge Baxley): 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. A hearing on Defendant's Motion for Summary Judgment was held July 27, 2020. At this time, we are waiting for the Court's ruling.

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. On July 14, 2020, the State of Florida, Department of Management Services, Division of Retirement, served the City with Interrogatories and Request for Production of Documents. Responses are due from the City on or before August 14, 2020. The State of Florida, Division of Administrative Hearings scheduled the hearing to take place in Tavares August 18 – 20, 2020; however, it has been canceled. Once a new hearing date has been scheduled it will be provided to the Commission.

Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke): 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. No updates since last meeting.

Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026 (Judge Davis) Plaintiff purports to be the mortgage holder on Lake County Parcel Id. 10-19-24-0002-000-07500 for a loan issued to Stephen P. Angelillo. The City is named as a party defendant because the City has an existing code enforcement lien recorded against the same property. The City's lien also encumbers additional parcels. The Plaintiff has filed an action to foreclose the property and seeks to extinguish the City's lien as against the above-described parcel. As of June 29, 2020, the accumulated fines are approximately \$82,000.00.

The City was served with the lawsuit on June 23, 2020. A responsive pleading is due on July 13, 2020. The City's insurance company determined there is coverage to defend the City in this action and there is not a deductible. On July 15, 2020 Attorney Andrew Dayes filed an Answer and Affirmative Defenses on behalf of the City. No further action has been taken.

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:	July 23, 2020
Submitted by:	City Clerk
Date Submitted:	July 14, 2020
Funds Required:	None
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes, Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

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

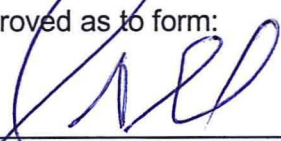
ATTEST:


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

Select Year:

The 2019 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) 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;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or 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.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

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