

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

February 25, 2021

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 – Reverend Joseph “Joey” B. Willis, Eagles Nest Baptist Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. CONSENT AGENDA

(a) Approval of Minutes - February 11, 2021 Regular Meeting (city clerk)

(b) Resolution 2021-004 Lake County Fire Contractual Expense FY 2020-21 Budget Amendment (city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASES TRANSFER IN FROM VARIOUS FUNDS AND LAKE COUNTY FIRE REVENUE BUDGET AND INCREASE THE LAKE COUNTY FIRE CONTRACTUAL EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2021-005 Recreation Scholarship Fund (city treasurer/city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING A RECREATION SCHOLARSHIP FUND WITHIN THE RECREATION FUND; PROVIDING DIRECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

4. REGULAR AGENDA

(a) Resolution 2021-002 Lien Foreclosure (city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING LIEN FORECLOSURE ATTORNEY RETAINER AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN

EFFECTIVE DATE. (Postponed from the
January 28, 2021 regular meeting.)

(b) Resolution 2021-007 – Mirror Lake NSBB™ Project – BESH-HALFF Proposal Agreement(city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT FOR MIRROR LAKE BAFFLE BOXES PROJECT BETWEEN BESH HALFF AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

(c) Superior (Solutions) LLC – CentralSquare Technologies Discussion (city manager)

Discussion regarding TRAKIT/Superion (Solutions) LLC Citizens' Engagement, CentralSquare Technologies.

PUBLIC HEARING

(d) First Reading and Public Hearing – Ordinance 2021-002 Alcoholic Beverages Consumption Policy (city attorney/city manager/parks and recreation director)

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 33 OF THE CODE OF ORDINANCES TO CREATE A POLICY RELATING TO POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND ISSUANCE OF ALCOHOLIC BEVERAGE PERMIT; PROVIDING FOR INCLUSION IN THE CODE, SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Continued from the February 11, 2021 regular meeting.)

5. (a) City Manager

i. Economic Development Status Update

ii. COVID-19 Status Update

iii. Conceptual Floor Plan – WWTP Building – GatorSkitch

(b) City Attorney

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

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

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

6. UNFINISHED BUSINESS

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

- March 11, 2021, City Commission Regular at 6:00 p.m.;
- March 12, 2021, Lake County League of Cities (LCLC), Joint Presentation *SJRWMD* and *Lake County Water Authority*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- March 18, 2021, City Commission/Planning and Zoning Joint Workshop at 6:00 p.m. or immediately after the P&Z Board meeting which may occur at 6:00 p.m.;
- March 25, 2021, City Commission Regular at 6:00 p.m.,

- April 8, 2021, City Commission Regular at 6:00 p.m.;
- April 9, 2021, LCLC, TBD, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m., and
- April 22, 2021, City Commission 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
CONSENT AGENDA ITEM SUMMARY SHEET
Item Number: 3a-c**

ITEM TITLE:	Draft Regular Meeting Minutes and Resolutions 2021 004 and 2021-005
For the Meeting of:	February 25, 2021
Submitted by:	City Clerk/City Treasurer
Date Submitted:	February 11, 2021
Funds Required:	No
Account Number:	See Below
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Draft minutes and budget amendments

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

- a. **February 11, 2021** regular meeting minutes
- b. **Resolution 2021-004 Budget Amendment BT2021-006:**
 - adds \$50,825 to Lake County Fire Revenue (01001-33840);
 - transfers in fire fee refund (01001-38011) \$32,563, fire assessment fund (01001-38013) \$154,409, and general fund balance from the city's FY 2020 CARES Act accrual (01001-38001) \$66,797;
 - decreases various fire department budget accounts by a total of \$340,652, and
 - increases Lake County Fire Contractual expense (01522-30349) by \$645,246.This budget amendment will increase the FY 2020-21 budget by \$304,594.
- c. **Resolution 2021-005 Children's Recreation Scholarship Fund**
Creates a dedicated children's recreation scholarship fund to assist children with financial hardships to be able to play sports in the City of Fruitland Park. Transferring money from the recreation fund to the scholarship fund will require city commission approval and the distribution of scholarship funds will need the city manager's approval.

Action to be Taken:	Approve the consent agenda.
Staff's Recommendation:	Approve the meeting minutes as submitted if there are no corrections and adopt Resolution 2021-004 creating a dedicated fund for the children's recreation scholarship fund and adopt Resolution 2021-005 and Budget Amendment BT2021-006 Lake County Fire Budget.
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
February 11, 2021**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, February 11, 2021 at 6:00 p.m.

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

Also Present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce; Public Works Director Robb Dicus; Human Resources Director Diane Kolcun; Parks and Recreation Director Michelle Yoder; Lake County Lieutenant R. Roberts and Lake County Paramedic Jordan. Patten; Deputy City Clerk Jabari Hopkins; and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Chief Luce gave the invocation and Vice Mayor Gunter led in the Pledge of Allegiance to the flag.

ACTION: 6:00:00 p.m. No action was taken.

2. ROLL CALL

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

Agenda Change

Mayor Cheshire announced the change to this evening's agenda item 5.(b), Northwest Lake Community Park Multipurpose Soccer Field Sidewalk Quotes and pointed out the addendum, T C Contractors LLC quote and the February 8, 2021 city manager's letter to Bobby Bonilla, Lake County Office of Parks and Trails regarding projects request.

ACTION: 6:01:21 p.m. **By unanimous consent, the city commission accepted the change to this evening's agenda as previously cited.**

3. PROCLAMATION - February 28, 2021 *Connie Dooley Day*

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming Sunday, February 28, 2021 as "*Connie Dooley Day*" in Fruitland Park and asked the citizens to join together to celebrate and thank Connie for her 10 years of devoted service and commitment at the Community United Methodist Church (CUMC). Mayor Cheshire acknowledged CUMC's February 6, 2021 *Going Out and Paying-it-Forward* annual Winterfest 2021 block party event and expressed gratitude for the donations of \$12,000 to individuals in the community. (A copy of the statistics is filed with the supplemental papers to the minutes of this meeting.)

ACTION: 6:01:55 p.m. The proclamation was accepted with thanks from CUMC Pastors Daryl and Debbie Allen who mentioned the safe conduct of implementing the annual Winterfest event and indicated that the proclamation will be presented to Ms. Dooley on February 28, 2021.

4. CONSENT AGENDA

Approval of Minutes - January 28, 2021 Regular Meeting

ACTION: 6:06:21 p.m. **On motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the consent agenda.**

5. REGULAR AGENDA

(a) Resolution 2021-003 Community Center Rental Agreement

Ms. Geraci-Carver read into the record Resolution 2021-003, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FRUITLAND PARK COMMUNITY CENTER RESERVATION REQUEST AND RENTAL AGREEMENT INCLUSIVE OF THE FACILITY RENTAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:06:33 p.m. After discussion, **a motion was made by Commissioner Mobilian and seconded by Commissioner Bell that the city commission adopt Resolution 2021-003 as previously cited.**

Mr. La Venia responded in the negative to a question posed by Mr. Carl Yauk, Villages of Fruitland Park (VOFP) Pine Hills resident, that there will be no dividers in the community center. Mr. Yauk inquired about the sufficiency of parking spaces to meet the occupancy of the community center building.

In pointing out the provisions under . . . *sitting or standing on tables or chairs* . . . , under prohibited activities and items, and in answering Mr. Yauk's question whether sitting on chairs are prohibited, Ms. Geraci-Carver confirmed that corrections would be made to same.

By unanimous consent, the city commission accepted the city attorney's acceptance to revise the language as it relates to sitting on chairs are forbidden under prohibited activities and items in the Fruitland Park Community Center Facility Rental Agreement.

Mayor Cheshire restated the motion to adopt the aforementioned Resolution 2020-003, as corrected to reflect the revised the language; called for a roll call vote, and declared the motion carried unanimously.

(b) **Northwest Lake Community Park Multipurpose Soccer Field Sidewalk Quotes**

The city commission considered its action to select and approve staff's recommendations on the following sidewalk quotes:

- Bay to Bay
- Hambricks Building Services Inc. and
- J & C Gardiner Concrete Inc.

Mr. La Venia pointed out the aforementioned quotes for the Northwest Lake Community Park Multipurpose Soccer Field Sidewalk; referenced T C Contractors LLC quote and gave reasons why he recommended J & C Gardiner Concrete Inc.'s quote for \$10,675. (A copy of T C Contractors' quote is filed with the supplemental papers to the minutes of this meeting.)

ACTION: 6:13:30 p.m. After discussion and **on motion of Commissioner Mobilian, seconded by Commissioner Bell and unanimously carried, the city commission approved the city manager's recommendation to approve J & C Gardiner Concrete Inc.'s quote for the Northwest Lake Community Park Multipurpose Soccerfield Sidewalk as the lowest, responsive and responsible bidder for \$10,675.**

PUBLIC HEARING

(c) **First Reading and Public Hearing – Ordinance 2021-002 Alcoholic Beverages Consumption Policy**

Ms. Geraci-Carver read into the record proposed Ordinance 2021-002, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 33 OF THE CODE OF ORDINANCES TO CREATE A POLICY RELATING TO POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND ISSUANCE OF ALCOHOLIC BEVERAGE PERMIT; PROVIDING FOR INCLUSION IN THE CODE, SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on February 25, 2021.)

ACTION: 6:16:42 p.m. After extensive discussions and **on motion of Commissioner DeGrave, seconded by Commissioner Bell and unanimously carried, the city commission continued proposed Ordinance 2021-002 to the next meeting for more liability insurance information provided by the city's retained insurance company.**

6. (a) City Manager

i. Economic Development Status Update

• Lien Foreclosure Program

Mr. La Venia reported that although he has no report on economic development, he pointed out the proposed attorney retainment agreement forwarded to him by Ms. Geraci-Carver earlier this day from Mr. Matthew D. Weidner PA confirming that he accepted the recommended changes. Upon the commission's direction, Mr. La Venia referred to the survey of references from various municipal agencies; verified that they are exceptional and indicated that same would be placed on the next agenda. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

• CDBG-CV Small Cities and Entitlement Programs Public Hearing

Mr. La Venia addressed the need to advertise a public hearing for the Community Development Block Grant program COVID-19 pre-application process for small cities before the next meeting; relayed the suggestions from Ms. Katie Taff -- Liberty Partners of Tallahassee LLC, grant writer retained by the city who plans to be in attendance -- on the likelihood of utilizing the funds earmarked for the proposed public safety building (Emergency Operations Center). He addressed the intent to subsequently apply for the Federal Emergency Management Agency Building Resilient Infrastructure and Communities grants in September 2021.

ACTION: 6:36:56 p.m. and 6:38:51 p.m. No action was taken.

ii. COVID-19 Status Update

Mr. La Venia referred to the vaccination site agreement (COVID-19) for an open point of administration among the State of Florida Department of Health and the county health department and noted that the supermarket chains and pharmacy retail stores in the area plan to implement such programs. He believed that the city does not intend to collaborate in that regard and indicated that faith-based organizations would make their own decisions on same.

ACTION: 6:37:40 p.m. No action was taken.

iii. Community Development Department Proposed Location

Mr. La Venia explained that the community development department's proposed relocation has been withdrawn from consideration.

ACTION: 6:40:40 p.m. No action was taken.

iv. 2021 City Events Status Update

September 18, 2021 - Fruitland Park Day

Mr. La Venia relayed Ms. Yoder's suggestion to host Fruitland Park Day on September 18, 2021.

ACTION: 6:40:45 p.m. No action was taken.

v. 2021 Workshops

Mr. La Venia referred to his suggestion at the January 28, 2021 regular meeting to hold a joint workshop with the Planning and Zoning (P&Z) Board on the Land Development Regulations on March 18, 2021.

ACTION: 6:40:54 p.m. **The city commission, by unanimous consent accepted the suggestion by the city attorney and city manager to hold the previously cited joint workshop on March 18, 2021 at 6:00 p.m. or immediately following the P&Z meeting which may occur commencing at 6:00 p.m.**

(b) City Attorney

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

Ms. Geraci-Carver explained that the State of Florida Department of Management Services case was rescheduled for the February 2021 hearing as the witness was not available and she stated that there is no new date.

ACTION: 6:42:15 p.m. No action was taken.

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

Ms. Geraci-Carver announced that there is no other update on the Michael and Laurie Fewless case.

ACTION: 6:42:21 p.m. No action was taken.

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

Ms. Geraci-Carver announced that notification counsel for the foreclosure Norman C. Cummins v. Stephen P. Angelillo case was going to reach out; however, she has not received an update.

ACTION: 6:42:21 p.m. No action was taken.

7. UNFINISHED BUSINESS

There was no unfinished business to come before the city commission at this time.

ACTION: 6:42:45 p.m. No action was taken.

8. PUBLIC COMMENTS

No one from the public appeared before the city commission at this time.

ACTION: 6:42:46 p.m. No action was taken.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian – CR 466 Roadway Improvement Project

Commissioner Mobilian recognized the forthcoming February 24, 2021, Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board Virtual 2:00 p.m. meeting; questioned initiating a petition campaign soliciting funds to complete the final construction phase of the CR 466 Phase Three Roadway Improvement project which was ranked as number one on the county's fiscal year priority projects list, and accepted the suggestion for a letter of support be written to the Florida legislative body.

ACTION: 6:43:05 p.m. No action was taken.

(b) Commissioner DeGrave

Commissioner DeGrave stated that he had no comments at this time.

ACTION: 6:44:22 p.m. No action was taken.

(b) Commissioner Bell - Lake County Parks, Recreation and Trails Advisory Board

i. Northwest Lake Community Park Funding

Commissioner Bell reported that Mr. La Venia participated with him on the Northwest Lake Community Park (formerly known as the *Cales Memorial Athletic Complex*) update at the February 8, 2021 Lake County Parks, Recreation and Trails Advisory Board meeting; relayed the request for additional funding, and conveyed the board's preference for the city to provide for consideration at its May 10, 2021 meeting a history of city expenditures and its partners versus the county before proceeding on same.

ACTION: 6:44:29 p.m. No action was taken.

ii. Membership

In noting the absence of the city's local representative from previous Parks, Recreation and Trails Advisory Board meetings held four times per year, Commissioner Bell recognized the opportunity to submit a recommendation to the district commissioner and requested that Ms. Yoder reach out to interested individuals who desire to serve on said board.

ACTION: 6:50:35 p.m. No action was taken.

(d) Vice Mayor Gunter, Jr. – 2021 5K Love Run

After discussion and at Vice Mayor Gunter’s request, Ms. Yoder gave a report on the expenses and proceeds from the February 6, 2021 5k Love Run. Instead of allocating the divided proceeds towards the local faith-based food pantries; she mentioned staff’s decision to start a youth scholarship program from the recreation expenses account to help the underprivilege and recognized and thanked the sponsors involved. (A copy of the report is filed with the supplemental papers to the minutes of this meeting.)

Ms. Racine recommended that a resolution be drafted to create the youth scholarship program which would need to be considered by the city commission.

ACTION: 6:45:39 p.m. No action was taken.

10. MAYOR’S COMMENTS

(a) Fire Rescue

Mayor Cheshire thanked Lieutenant Roberts and Paramedic Patten for attending this evening’s meeting.

ACTION: 6:51:41 p.m. No action was taken.

(b) Dates to Remember

Mayor Cheshire announced the following events:

- February 12, 2021, Lake County League of Cities, *Annual Planning Meeting* and *Lake County COVID-19*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- February 16, 2021, Lake County Board of County Commissioners’ Retreat “Short-Term Strategic Plan”, Tavares Pavilion-on-the Lake, 200 S Disston Avenue, Tavares, Florida 32778, at 9:00 a.m. to which Mr. La Venia addressed his intent to attend.
- February 24, 2021, MPO Governing Board Virtual at 2:00 p.m.;
- February 25, 2021, City Commission Regular at 6:00 p.m.
- March 11, 2021, City Commission Regular at 6:00 p.m., and
- March 18, 2021 immediately after the Planning and Zoning meeting at 6:00 p.m.

ACTION: 6:51:53 p.m. No action was taken.

11. ADJOURNMENT

There being no further business to come before the city commission, the meeting adjourned at 6:54 p.m.

The minutes were approved at the February 25, 2021 regular meeting.

Signed _____
Esther B. Coulson, City Clerk, MMC

Signed _____
Chris Cheshire, Mayor

RESOLUTION 2021-004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASES TRANSFER IN FROM VARIOUS FUNDS AND LAKE COUNTY FIRE REVENUE BUDGET AND INCREASE THE LAKE COUNTY FIRE CONTRACTUAL EXPENSE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2020-2021 budget of the City of Fruitland Park was adopted on September 24, 2020; and

WHEREAS, funds are required for monthly payments to Lake County Fire; and

WHEREAS, Lake County Fire Contractual was not budgeted in the FY 2020-2021; and:

WHEREAS, funds are available for transfer to the Lake County Fire Contractual budget for this purpose; and

WHEREAS, the City Commission desires; to amend the FY 2020-2021 budget to increase the Lake County Fire Contractual to \$645,246.

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

Section 1. The FY 2020-21 budget adopted on September 24, 2020 is amended as set forth in Exhibit "A" attached hereto.

Section 2. 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 25th day of February 2021, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson, MMC
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 and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2021-006

To: CITY MANAGER

Date: 9-Feb-2021

Prepared by: FINANCE DIRECTOR
Department Head

Approved: City Manager

REVENUES:

Object name & # 01001-33840 Lake County Fire Revenue Amount: 50,825 Inc/Dec

Object name & # 01001-38011 Transfer in from Fire Fee Refund Account Amount: 32,563 Inc/Dec

Object name & # 01001-38013 Transfer in from Fire Accessment Amount: 154,409 Inc/Dec

Object name & # 01001-38001 Transfer in from GF Fund Bal (Cares Act) Amount: 66,797 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

EXPENDITURES:

Object name & # 01522-30349 Lake County Fire Contractual Amount: 645,246 Inc/Dec

Object name & # 01522-XXXXX Fire Various Accounts Amount: 340,652 Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Object name & # Amount: Inc/Dec

Explanation: Transfer Fire Funds to Lake County Fire Contractual expenses

Approved by Commission: 2/21/2021
Date

City Clerk

City Finance Director

Mayor

Org	Object	Description	2021 Available	Increase	Decrease
01001	33840	LAKE COUNTY FIRE REVENUE		50,825.00	
01001	38011	TRANSFER IN FROM FIRE FEE REFUND ACCT		32,563.07	
01001	38013	TRANSFER IN FROM FIRE ASSESSMENT		154,409.00	
01522	XXXXX	VARIOUS FIRE DEPT ACCOUNTS			340,652.31
01522	30349	LAKE COUNTY FIRE CONTRACTUAL	0.00	578,449.38	
01522	10120	WAGES	134,163.81		134,163.81
01522	10121	BONUS	71.18		71.18
01522	10132	STIPENDS FIREFIGHTERS	30,221.18		30,221.18
01522	10210	FICA	13,626.70		13,626.70
01522	10220	RETIREMENT	8,903.62		8,903.62
01522	10225	STATE FIRE RETIRE CONTRIBUTE	16,000.00		16,000.00
01522	10233	LIFE INSURANCE	1,188.00		1,188.00
01522	10240	WORKERS COMPENSATION	7,721.00		7,721.00
01522	30313	PROFESSIONAL FEES	5,643.75		5,643.75
01522	30340	CONTRACTUAL SERVICES	9,411.11		9,411.11
01522	30400	TRAVEL/PER DIEM	260.00		260.00
01522	30410	COMMUNICATIONS	12,721.06		12,721.06
01522	30420	POSTAGE	247.85		247.85
01522	30430	ELECTRIC	7,888.25		7,888.25
01522	30431	WATER	973.13		973.13
01522	30440	RENTAL OF EQUIPMENT	1,700.00		1,700.00
01522	30450	INSURANCE	12,912.51		12,912.51
01522	30461	RADIO REPAIRS/MAINT	5,628.20		5,628.20
01522	30462	VEHICLE REPAIRS/MAINT	11,673.76		11,673.76
01522	30463	EQUIPMENT REPAIRS/MAINT	9,740.00		9,740.00
01522	30464	FACILITIES REPAIRS/MAINT	2,451.85		2,451.85
01522	30465	SERVICE CONTRACTS	-129.19		-129.19
01522	30481	GOODWILL AWARDS	310.00		310.00
01522	30490	MISC EXPENSE	600.00		600.00
01522	30510	OFFICE SUPPLIES	336.18		336.18
01522	30520	SUPPLIES	6,434.04		6,434.04
01522	30521	UNIFORMS	8,726.40		8,726.40
01522	30522	FUEL	7,805.58		7,805.58
01522	30524	PROMOTIONAL SUPPLIES	1,200.00		1,200.00
01522	30526	PROTECTIVE CLOTHING	11,691.00		11,691.00
01522	30540	PROFESSIONAL BOOKS	1,000.00		1,000.00
01522	30541	SUBSCRIPTIONS	130.00		130.00
01522	30542	TRAINING & EDUCATION	8,525.00		8,525.00
01522	30544	MEMBERSHIPS	585.00		585.00
01522	60640	EQUIPMENT PURCHASES	291.34		291.34
					340,652.31

FIRE ASSESSMENT FIGURES

Fruitland Park Fire

	FP Fire			FP Fire		%
	Assessment Revenue	FP Fire Expenses	Difference	Budget	FP Expenses	Exp/Budget
FY2018	424,680	379,639	45,041	435,244	420,445	90%
FY2019	572,584	525,479	47,105	306,736	525,479	100%
FY2020	511,762	449,499	62,263	291,795	449,526	100%
Total	1,509,026	1,354,617	154,409			

01001 - 33840 Lake County Fire Revenue



Board of County Commissioners
Lake County, Florida
315 W. Main St.
Tavares, FL 32778

BRANCH BANKING & TRUST
TAVARES, FL 32778
83-9138/2631

Vendor Number
1460

Check Number
766151

Check Date
01/29/2021

VOID AFTER 90 DAYS

*** Fifty Thousand Eight Hundred And Twenty-Five Dollars And Zero Cents ***

\$50,825.00

Pay To 1460
The CITY OF FRUITLAND PARK
Order Of 506 W BERCKMAN ST
FRUITLAND PARK, FL 34731-0000


Chairman MP

Clerk and Comptroller MP

⑈00766151⑈ ⑆263191387⑆0000148243557⑈

01/29/21
CITY OF FRUITLAND PARK
CASH REMITTAL
DATE / TIME
ACCOUNT #
PAYMENT
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RESOLUTION 2021-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING A RECREATION SCHOLARSHIP FUND WITHIN THE RECREATION FUND; PROVIDING DIRECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Fruitland Park recognized the need for a children's recreation scholarship fund; and

WHEREAS the City Commission desires to establish a fund in the recreation fund dedicated to children in need of financial help in order to play sports; and

WHEREAS, the City Commission must approve transfer of 5k run money into the dedicated scholarship fund; and:

WHEREAS, award of a recreation scholarship will be approved by the City Manager and the City Commission will be apprised of funds distribution; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds that it is beneficial to the residents to set aside funding for recreation scholarship for children who need financial assistance in order to play city sports.

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

Section 1. A fund in the recreation fund shall be established for the purpose of assisting children in need of financial help in order to play city sports. The fund shall be known as *the Children's Recreation Scholarship Fund*.

Section 2. The city manager is authorized to approve an award from the children's recreation scholarship fund for the purpose of providing financial assistance to children in need in order to play sports through the City of Fruitland Park. Recipients must be a resident of the City of Fruitland Park.

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 25th day of February 2021, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson, MMC
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 and legality:

Anita Geraci-Carver
City Attorney

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

ITEM TITLE: Resolution 2021-002 Lien Foreclosure Program
For the Meeting of: February 25, 2021
Submitted by: City Attorney/City Manager
Date Submitted: January 22, 2021
Funds Required: Yes (grant funding see below)
Attachments: Proposed resolution, contract, references, and grant opportunity article

Item Description: Resolution 2021-002 Lien Foreclosure Program (postponed from the January 28, 2021 regular city commission meeting). The city commission previously authorized the pursuit of pursue grant funding sources and the development of a long-term plan.

Action to be Taken: Adopt Resolution 2021-002

Staff's Recommendation: Approval.

Additional Comments: (See page two of the article highlighting an innovation grant addressed at the January 14, 2021 regular meeting and shown in Mr. Weidner's January 16, 2021 email.)

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2021-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING LIEN FORECLOSURE ATTORNEY RETAINER AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to obtain the services of an attorney specializing in code enforcement foreclosure actions;

WHEREAS, the City of Fruitland desires to enter into a contract with Matthew D. Weidner, Esq.; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to enter into an agreement with attorney Weidner as approved by this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Lien Foreclosure Attorney Retainer Agreement, a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this ____ day of _____, 2021, 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)
0Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

LIEN FORECLOSURE ATTORNEY RETAINER AGREEMENT

City of Fruitland Park has approved Matthew D. Weidner, Esq. and his firm, Matthew D. Weidner, PA, (hereinafter collectively called "Weidner" or "Attorney") as a Special Counsel under the supervision of the City Manager for the limited purposes set forth herein and no other purpose. All communication with the City by the Attorney related to the matters herein shall be through the City Manager, designated Assistant City Manager, or with any employee designated by the City Manager. In consideration of the legal services to be rendered by Attorney for any claims that his Client City of Fruitland Park, (hereinafter called the "Client" or "City") may have related to the collection of code enforcement, utility, or any other kind of liens (hereinafter these may also be referred to collectively as "cases") which will be assigned to Attorney in writing by the City Manager, the parties agree to the following terms:

1. The City Manager or his designee may assign cases to Weidner which are suggested as appropriate for foreclosure and collection of amounts owed to the City. Weidner will carefully review each case for appropriateness and may accept or reject any case for further pursuit for any reason or no reason whatsoever. Likewise, the City Manager may rescind the assignment of any case at any time at which time Weidner shall deliver a copy of the complete file to the City Manager and take no further action in representing the Client related to that case. Attorney shall be entitled to be repaid all costs associated with such files.

2. As and for his compensation for such lien collection work, Weidner will receive:

25% of any net recovery by the City if a compromise or settlement is reached without filing of suit;

33 1/3% of any net recovery after suit is filed and until such time as an Answer is filed and trial is held;

40 % of any recovery after an answer is filed and the matter is case is disposed of at trial; or Any fees awarded by the court or agreed to by opposing parties, whichever is greater.

In addition to this compensation, attorney shall be entitled to recover his actual costs, as detailed below.

Net Recovery for purposes of determining the percentage fee owed shall be the amount received by the City after subtracting out actual expenses incurred by Weidner.

3. In any case in which a foreclosure action is filed by Attorney and the City obtains title to the property, Attorney shall be entitled to compensation detailed in Paragraph 2, with "net recovery" for purposes of determining attorney's compensation calculated based upon the judgment amount. Net Recovery for purposes of determining the percentage fee owed shall be the judgment amount received by the City after subtracting out actual expenses incurred by Weidner.

4. Weidner will advance all costs and expenses which are related to litigation including filing fees, title search, service of process and other costs or expenses which are necessary in pursuit of the case. In the case of a foreclosure final judgment, the Attorney will provide details of all costs and expenses incurred to the court and seek to have all costs and expenses incorporated into any final judgment entered by the court. It is expected that any case brought to foreclosure auction should include recovery of any compensable costs and expenses recoverable by the client after issuance of the final judgment. Weidner will coordinate the City's participation in bidding in any foreclosure auction. After every public auction, Attorney will provide a written invoice to the City Manager which will detail the results of the public auction and which shall include a check from the public auction, if any, along with a copy of the final judgment showing all costs and expenses awarded. This written invoice will serve as Weidner's request for payment which invoice will be paid in a timely manner by City. It is agreed that attorney may record a lien against any property subject to foreclosure to secure payment for such fees.

5. The Client acknowledges that the Attorney has explained that the Client could bear Defendant costs and attorney's fees if the Defendant prevails. An example of this outcome would be if liens the Client has directed Attorney to foreclosure have already been paid or satisfied. If Defendant prevails, Attorney is not entitled to recover compensation from Client.

6. The Client agrees not to compromise any claim which has been forwarded to Attorney without notifying Attorney in advance and the Attorney is not authorized to compromise any claim without the Client's consent. For any case settled or compromised by client, attorney will be entitled

to collect from client all costs associated with the filing of the along with the percentage of "net recovery" as defined in Paragraph 2.

7. Attorney agrees and acknowledges that there may be certain issues that arise in a case that, while not essential to resolution of the foreclosure action, may address important collateral issues that the Client wishes to address before the courts. The Attorney agrees to work with the City Manager's office to identify such issues and allocate responsibility for handling such issues when they arise.

8. The undersigned Client has, before signing this Agreement, received and read the Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned Client has signed the Statement and this Agreement and received signed copies to keep and to refer to while being represented by the undersigned Attorney.

9. This Agreement may be terminated by Client at any time by written notification to the Attorney. If terminated within 3 business days of the date the Agreement was signed, as shown below, the Client shall not be obligated to pay any fees to the Attorney for any work performed during that time. If terminated after three business days, the Client and the Attorney shall discuss the status of each case and, after reviewing the factors for attorney's fees set forth above, the Client in its' sole discretion shall determine whether to pay Attorney any attorney's fees and the amount thereof. Attorney may terminate this representation after providing reasonable notice to the City in writing and shall not be entitled to any attorney's fees for any work. If the Attorney has paid any approved costs or expenses in the representation of the Client in any case, the Attorney is entitled to be reimbursed for such amounts that the Attorney has advanced on behalf of the Client.

10. Non appropriation. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year.

11. Attorney shall comply with all applicable federal, state, and local laws, ordinances, rules and

regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue including but not limited to Florida Public Records laws (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)(a)-(d)). In the event that Attorney receives a public records request pursuant to Chapter 119, Florida Statutes, Attorney shall immediately notify the City Manager's Office in writing. Attorney shall obtain written approval from the City Manager's Office prior to releasing or disclosing public records because exemptions may apply. Attorney shall also comply with instructions of the City Manager's Office and all City policies and procedures regarding public records. The Attorney shall retain all records maintained by Attorneys for each case and make them available to Clients within three (3) days of request.

By execution of this Agreement, the parties agree to be bound by the terms and conditions as set forth herein.

City of Fruitland Park

MATTHEW WEIDNER, ESQ.
250 Mirror Lake Dr N
St. Petersburg FL 33701

Date: _____

Date: _____

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain Court approval before withdrawing from a case. If you discharge your lawyer without a good cause after the three-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 1-850-561-5600 or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to Court and you may wish to hire another lawyer to help you resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit.

The City of City of Fruitland Park

MATTHEW WEIDNER, ESQ.
250 Mirror Lake Dr N
St. Petersburg FL 33701

Gary,

As requested, I followed up with several municipalities regarding the services of Attorney Matt Weidner and a Lien Foreclosure Program.

Please see the following:

1. Do you utilize Mr. Weidner to assist in the foreclosure process as part of your city code enforcement process?

Responses:

Town of Yankeetown – Yes

City of Madiera Beach – Yes

City of Bradenton – Yes

City of Largo – Yes

City of Clearwater – Yes

2. How long have you been working with him?

Responses:

Town of Yankeetown – Since July 2020

City of Madiera Beach – Approx. 1 year.

City of Bradenton – Just recently started to work with Mr. Weidner.

City of Largo – Approx. 2 years

City of Clearwater – 5 years.

3. Do you find his services to be helpful?

Responses:

Town of Yankeetown – Very Helpful

City of Madiera Beach – Yes, Matt continues to be a pleasure to work with. Very professional and great communication.

City of Bradenton – As they have just recently started using Matt's services, they advised that he has been easy to work with, is very responsive and helpful.

City of Largo – Yes, especially with old derelict cases that refuse to settle. They have assigned numerous cases. 19 went to Foreclosure and 17 were settled or foreclosed at auction.

City of Clearwater – Yes, very helpful.

4. Has the process been effective?

Responses:

Town of Yankeetown – Yes, in a short period of time.

City of Madiera Beach – Yes, the City is generating revenue that was not pursued in the past and turning abandoned property into new development opportunities.

City of Bradenton – Yes

City of Largo – Yes, also discussed two different cases that were foreclosed on and the day prior to auction the owners came in and settled to pay the Liens at approx. \$60,000.00 each. Also, this program is the **tool** they have to go beyond just letting the fines accumulate.

City of Clearwater – Yes.

5. Do you deem it worthwhile and successful?

Responses:

Town of Yankeetown – Absolutely

City of Madiera Beach – Yes

City of Bradenton – Yes

City of Largo – Yes, Matt can navigate the courts and pursue to collect for liens that have been accumulating. These liens were not considered as hard money, but money sitting with no collection efforts by the city. Matt was able to collect and turn back to the city. Their city has dedicated a percentage of the funds collected to be used in a Community type program to assist with other Code Violations and to help property owners clean up and make properties compliant.

City of Clearwater – Yes, their city has assigned approx. **588** cases to Matt. With Matt's services they have recovered approx. **\$ 3.6 Million** at auction sales and approx. **\$ 1.4 Million** in settlements prior to auction.

Also, due to the program and Matt's services the community has realized that the city is pursuing foreclosures and they have been quicker to resolve issues. **Previously, notices sent by Code Enforcement went ignored, but upon receiving notice from Matt's office the property owners are jumping to settle in fear of the foreclosure.**

6. What are his fees?

Responses:

Town of Yankeetown - Varied

City of Madiera Beach – Contract is on a contingency basis (Contract was attached)

City of Bradenton - Varied

City of Largo – Varied

City of Clearwater – Contract is on a contingency basis

7. Would you recommend him to another municipality?

Responses:

Town of Yankeetown - Absolutely

City of Madiera Beach - Yes

City of Bradenton - Yes

City of Largo – Yes

City of Clearwater - Yes

From: [Jabari Hopkins](#)
To: [Esther Coulson](#); [Lori Davis](#)
Subject: Fwd: Notification: FP Lien Foreclosure Program Conference Call @ Wed Jan 6, 2021 10am - 10:30am (EST) (weidner@mattweidnerlaw.com)
Date: Saturday, January 16, 2021 10:21:45 AM
Attachments: [FruitlandPark.docx](#)

Please see the below message from Matt.

Sent from my iPhone

Begin forwarded message:

From: Matt Weidner <weidner@mattweidnerlaw.com>
Date: January 16, 2021 at 9:31:24 AM EST
To: Jabari Hopkins <jxhopkins@fruitlandpark.org>
Subject: Re: Notification: FP Lien Foreclosure Program Conference Call @ Wed Jan 6, 2021 10am - 10:30am (EST) (weidner@mattweidnerlaw.com)

I wanted to share a draft contract with you, along with a story from Governing Magazine.

I hope you're watching the federal relief bills closely, there are opportunities to get grant money that could impact what we are contemplating
<https://www.governing.com/archive/gov-blight-neighborhood-st-petersburg.html>

**WEIDNERLAW, PA
250 MIRROR LAKE DR N
ST PETERSBURG FL 33701
727/954-8752**

On Wed, Jan 6, 2021 at 9:50 AM Google Calendar <calendar-notification@google.com> wrote:

FP Lien Foreclosure Program Conference Call

When Wed Jan 6, 2021 10am – 10:30am Eastern Time - New York

Where Commission Chamber ([map](#))

Calendar weidner@mattweidnerlaw.com

Who

- Jabari Hopkins - organizer
- weidner@mattweidnerlaw.com - creator
- Esther Coulson - optional
- Gary La Venia - optional
- Lori Davis - optional

Good Morning All,

[more details »](#)



A pop-up event in the South Memphis neighborhood featuring musical performances, food trucks and temporary retailer stores. Such events are spurred on by grants designed to revitalize cities.

Archive

Cities to Compete for \$45 Million Innovation Grants

Some cities will get grant funding to test a method of problem solving designed by the charitable foundation, Bloomberg Philanthropies.

J.B. Wogan | August 27, 2014

A private foundation is offering \$45 million to cities willing to test a new model for solving common urban problems, from handgun violence to chronic homelessness.

Bloomberg Philanthropies, the charitable foundation set up by multibillionaire and former New York City Mayor Michael Bloomberg, has invited more than 80 cities to compete for grants to fund specific “innovation delivery teams.” The grants will build upon the foundation’s recent demonstration projects in Atlanta, Memphis, New Orleans, Louisville and Chicago.

The last round of funding paid for teams of anywhere from five to 10 employees to tackle a few high-profile challenges of the mayor’s choosing. The teams teach current city employees a method being pioneered by Bloomberg Philanthropies that combines data analysis with a structured process that welcomes new ideas for solving cities’ most trenchant problems.

The teams function as “in-house consultants,” says James Anderson, who directs the government-innovation program for Bloomberg Philanthropies. “They’re not taking over implementation or replacing the expertise” of city employees, but “they’re going to help those actors unleash their own inner innovators.”

While policymakers apply the term “innovation” broadly to mean everything from [mobile apps](#) to [finding efficiencies in daily operations](#), Bloomberg Philanthropy [has a specific vision of innovation](#) that it’s trying to spread. Its Innovation Delivery Model calls for a commitment to data collection; a reliance on evidence-based best practices; a willingness to test new ideas; a planning process that involves goal setting and measuring progress; and finally, the forging of partnerships across the public, private and nonprofit sectors.

Two years ago, Memphis Mayor A.C. Wharton made use of his city’s \$5 million grant to try to revitalize three largely abandoned business corridors. A team of eight people whose work backgrounds included the city attorney’s office, a local school district, Habitat for Humanity and the U.S. Navy, helped reduce the storefront vacancy rate in those areas by 30 percent.



The city held temporary “pop-up” events with musical performances, food trucks and one-day retail shops to generate interest in targeted intersections or blocks within a neighborhood. Then it invited retailers, artists and online businesses to lease vacant storefronts at those locations for six-month periods. “It’s as if you’re staging a house and then having an open house,” said Doug McGowen, who heads the Memphis Innovation Delivery Team. “You’re able to experience what might be.”

Beyond revitalizing business corridors, the team wanted to demonstrate the value of the Bloomberg innovation model. Cities should see innovation teams as a core city service, akin to policing or housing, McGowen said. The Memphis City Council appears to agree: Anticipating that the Bloomberg grant will expire in October, the council approved about \$200,000 for the innovation team to continue its work.

Even if the city couldn’t find the money in the future for a dedicated innovation team, however, it appears that elements of the team’s work will find a permanent place in city hall. Wharton said he wants to launch a Citi Stat program in Memphis that will borrow from the data-tracking and management approach embedded in the Bloomberg Innovation Delivery Model. Other aspects, such as creating an environment that that invites fresh ideas based on best practices elsewhere, will hopefully spread beyond the self-contained innovation team. “I think it will become a permanent part of how cities do business,” he said.

J.B. Wogan *Staff Writer*

jwogan@governing.com | [@jbwogan](https://twitter.com/jbwogan)

More From Archive

[Creating a More Secure and Vibrant Future](#)

The 2019 Ideas Challenge identifies innovative public policy that positively impacts local communities.

[After Charlottesville: How to Move Monument Talk Forward with This New Guide for Community Leaders](#)

This book addresses tough issues that communities face with the challenges of competing historical memory, claims of heritage desecration and the ongoing scourge of racism.



[Suburban Vote This Year Flashes Warning Signs for GOP](#)

Democrats scored gains in numerous once-Republican suburbs in state and local races Tuesday, most notably in Pennsylvania and Virginia. Republican strategists are nervous about that trend continuing into 2020.

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

ITEM TITLE: Resolution 2021-007 Mirror Lake Nutrient Separating Baffle Box® (NSBB™) Project – BESH-HALFF

For the Meeting of: February 25, 2021

Submitted by: City Manager

Date Submitted: February 12, 2021

Funds Required: Yes (see below)

Attachments: Proposed resolution, letter and proposal/agreement

Item Description: Resolution 2021-007 Mirror Lake NSBB™ Project with BESH-HALFF to prepare engineering design services for the design of a nutrient removing baffle box and construction documents. In September 2020, the city was awarded with the Lake County Water Authority Stormwater grant of \$400,000 to install three baffle boxes around Mirror Lake.

Action to be Taken: Adopt Resolution 2021-007

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2021-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT FOR MIRROR LAKE BAFFLE BOXES PROJECT BETWEEN BESH HALFF 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-Halff for BESH-Halff to prepare a record survey of portions of roadways lying within the city to include locations along Mirror Lake Drive, prepare engineering design services for the design of a nutrient removing baffle box and construction documents, 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-Halff for these services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Civil Engineering and Surveying Services Proposal/Agreement for Mirror Lake Baffle Boxes Project between BESH-Halff 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 25th day of February 2021, 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



VIA EMAIL glavenia@fruitlandpark.org

January 13, 2021

Gary LaVenía
City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731

**RE: MIRROR LAKE BAFFLE BOXES PROJECT, FRUITLAND PARK, FLORIDA,
LAKE COUNTY**

Dear Mr. LaVenía:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above referenced project, as requested. Please complete the Client Information form for billing purposes. Also, initial, date, and sign Pages 1-4 of the Exhibit A. Should you have any questions, please feel free to contact me.

Sincerely,

BESH HALFF

A handwritten signature in blue ink, appearing to read "Brett J. Tobias".

Brett J. Tobias, P.E.
Team Leader
btobias@half.com

DKB:am

Enclosure

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

**MIRROR LAKE BAFFLE BOXES PROJECT
FRUITLAND PARK, FLORIDA, LAKE COUNTY**

ENGINEER'S:

BESH HALFF
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 – Fax
btobias@halff.com

CLIENT:

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

Project: Mirror Lake Baffle Boxes Project, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: January 13, 2021

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

BESH HALFF is pleased to submit the following scope of services.

PROJECT UNDERSTANDING:

The City of Fruitland Park desires to design and construct three (3) nutrient removing sediment baffle boxes adjacent to Mirror Lake. BESH-Halff shall provide surveying, engineering design, project bidding and construction administration services for the referenced project. A summary of the proposed work, and required tasks for the project are as follows:

TASK 001 RECORD SURVEY

Prepare a Record Survey of portions of roadways lying within the CITY OF FRUITLAND PARK. Record Survey will include locations along MIRROR LAKE DRIVE to include the necessary topographic and survey information at the following locations:

- 1 - Intersection of E. Mirror Lake Drive and Olive Ave.
- 2 – Intersection of E. Mirror Lake Drive and Lemon Ave.
- 3 – Driveway of 415 E. Mirror Lake Drive.

The survey will include spot elevations to determine 1 foot contour intervals. All surface improvements will be located within the proposed construction area, including evidence of utilities flagged or marked by others, above ground utilities, driveways, sidewalks, mail boxes, fences and trees. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey drawing.

FEE: \$10,500.00 (\$3,500.00 per survey)

TASK 002 DESIGN OF BAFFLE BOX

BESH-Halff, will provide engineering design services for the design of a nutrient removing baffle box. The design parameters of the box shall be 20% for nitrogen and 18% for phosphorus unless otherwise specified by the City of Fruitland Park. BESH-Halff will provide the needed drainage basin analysis to supply to the baffle box manufacturer to ensure proper sizing of the box, and coordinate with baffle box manufacturer for drawings and contact info. BESH-Halff shall provide construction drawings for the installation of the box. BESH-Halff will also send drawings to local utility providers to assist in eliminating conflicts.

FEE: \$45,000.00 (\$15,000.00 per box)

TASK 003 PROJECT BIDDING

After acceptance by the Owner and Agency of the Bidding Documents and upon authorization to proceed, the Project Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been

Project: Mirror Lake Baffle Boxes Project, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: January 13, 2021

issued, attend Pre-Bid conferences, if any, and receive and prove contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by the Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals or in assembling and awarding contracts for the Work.

FEE \$5,000.00

TASK 004 CONSTRUCTION ADMINISTRATION SERVICES

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of the Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
2. Pre-Construction Conference – Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. Schedules – Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. Visits to Site and Observation of Construction – In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, To observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work.

FEE: \$9,900.00 (\$3,300 per location)

SUMMARY FEE SCHEDULE

TASK 001	\$10,500.00
TASK 002	\$45,000.00
TASK 003	\$5,000.00
TASK 004	\$9,900.00
TOTAL	\$70,400.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Reimbursables to be billed based upon direct expense incurred by BESH-Halff for blueprints, copies, mylars, reproductions, postage, etc.
2. Permitting (no permitting is expected for this project)

HOURLY RATE SCHEDULE
(2011)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$200.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$125.00/HOUR
2 MAN FIELD CREW	\$110.00/HOUR
SURVEY TECHNICIAN I	\$85.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
TITLE RESEARCHER	\$95.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$200.00/HOUR

Project: Mirror Lake Baffle Boxes Project, Fruitland Park, Florida, Lake County
Client: City of Fruitland Park
Date: January 13, 2021

CLIENT INFORMATION FORM

To assist BESH HALFF, 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, BESH HALFF, reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH HALFF 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: _____

EXHIBIT A
STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF FRUITLAND PARK (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)

I. SCOPE. Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the Parties hereto (i.e. Client and Engineer), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard Form of Agreement (hereinafter referred to jointly as "Agreement"), when executed by *City of Fruitland Park* (hereinafter "Client"), shall constitute a binding Agreement on both Parties. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other Party.

II. COMPENSATION. Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY. Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Engineer shall not be required to provide any certification, assignment or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Engineer's sole discretion, Engineer may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident engineering or inspection services provided or performed by Engineer shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Engineer shall not constitute any form of guarantee with respect to the performance of any contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules and regulations.

IV. SCOPE OF CLIENT SERVICES. Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INSURANCE. Engineer agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.
- E. Excess or Umbrella insurance with a limit not less than \$2,000,000 per occurrence/general aggregate.

HALFF ASSOCIATES, INC. Standard Form of Agreement For Professional Services (continued)

- VII. SUBCONTRACTS.** Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.
- VIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.
- IX. INTEGRATION.** This Standard Form of Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.
- X. JURISDICTION AND VENUE.** This Agreement shall be administered under the substantive laws of the State of **Florida** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Lake County, Florida**.
- XI. SUSPENSION OF SERVICES.** If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Further, Engineer may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If the Client fails to make timely payments to Engineer or is otherwise in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability to the Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.
- XII. TERMINATION OF WORK.** Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.
- XIII. TAXES.** The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.
- XIV. ALTERNATIVE DISPUTE RESOLUTION.** Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.
- XV. MERGER AND SEVERABILITY.** This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- XVI. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.
- XVII. TIMELINESS OF PERFORMANCE.** Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XIX. AGREED REMEDIES.

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

[SIGNATURE PAGE TO FOLLOW]

HALFF ASSOCIATES, INC. Standard Form of Agreement For Professional Services (continued)

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

APPROVED:

Engineer: **HALFF ASSOCIATES, INC.**



Signature: _____

Name: Brett J. Tobias, P.E.

Title: Team Leader

Date: 1/13/2021

APPROVED:

Client: **CITY OF FRUITLAND PARK**

Signature: _____

Name: _____

Title: _____

Date: _____

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

ITEM TITLE: Superion (Solutions) LLC – CentralSquare Technologies Discussion
For the Meeting of: February 25, 2021
Submitted by: City Manager
Date Submitted: February 15, 2020
Funds Required: No
Account Number: N/A
Amount Required: N/A
Balance Remaining: N/A
Attachments: None

Item Description: Superion (Solutions) LLC (CentralSquare Technologies) discussion regarding the TRAKiT software platform.

Action to be Taken:

Staff's Recommendation:

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes

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

ITEM TITLE: First Reading and Public Hearing - Ordinance
2021-002 Alcohol Beverages Consumption Policy

For the Meeting of: February 25, 2021

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

Date Submitted: February 3, 2021

Funds Required: None

Account Number:

Amount Required:

Balance Remaining:

Attachments: Proposed ordinance

Item Description: **Proposed Ordinance 2020-002 Alcohol Beverages
Consumption Policy.** (Postponed from the February 11, 2021 regular meeting. The
second reading will be held on March 11, 2021.)

Action to be Taken: **Approve Ordinance 2021-002.**

Staff's Recommendation: Approval

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

ORDINANCE 2021-002

AN ORDINANCE OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 33 OF THE CODE OF ORDINANCES TO CREATE A POLICY RELATING TO POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND ISSUANCE OF ALCOHOLIC BEVERAGE PERMIT; PROVIDING FOR INCLUSION IN THE CODE, SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park desires to preserve and improve the general welfare of the municipality; and

WHEREAS, Chapters 561 and 562, Florida Statutes, provide definitions of words and terms applicable to this ordinance and govern alcoholic beverages; and

WHEREAS, the City Commission desires to allow lawful possession and consumption of alcoholic beverages within the Fruitland Park Community Center, while prohibiting outside of the Fruitland Park Community Center and on other City owned property, except where specifically allowed by permit for special events; and

WHEREAS, the City Commission desires to adopt a policy relating thereto.

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. Alcoholic beverages on city property. Sec. 33.60 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby created to read as follows:

Sec. 33.60. – Alcoholic beverages on city property.

- (A) State law adopted. All of the provisions of F.S. ch. 561 and ch. 562 are adopted as to the definition of words and terms, and as to the regulations of the manufacture, distribution and sale of alcoholic beverages; and all of the provisions of F.S. ch. 562 are adopted as fully and to the same extent as if repeated herein in full.
- (B) Fruitland Park Community Center.
 - a. The consumption, sale, or distribution of alcoholic beverages is permissible only within the Fruitland Park Community Center by persons over the legal drinking age of 21 years old. Alcohol is prohibited outside the Fruitland Park Community Center.
 - b. No alcoholic beverages may be sold or consumed in the Fruitland Park Community Center without an Alcoholic Beverage Permit issued by the City. Application for such a permit shall be made through the Parks and Recreation Department and approved by the

City Manager. The City Commission may adopt a fee by resolution to be submitted with any application for an alcoholic beverage permit.

- c. Alcoholic beverages may not be consumed, sold or distributed without compliance with all of the following: Any person or entity serving or selling alcohol at the Fruitland Park Community Center must provide liquor liability insurance for every event when alcohol is served. Any entity serving or selling alcohol at the community center must have an alcoholic beverage permit issued by the State of Florida and provide a copy of it to the City of Fruitland Park.
- d. At any function where alcohol is to be consumed at the facility, the applicant must provide the City with proof of a minimum \$1 million general liability insurance coverage with the City of Fruitland Park named as a co-insured and liquor liability insurance with a minimum coverage of \$1 million with the City of Fruitland Park named as the co-insured. The provision of such insurance shall not be deemed as a waiver of the City's sovereign immunity.
- e. The City Commission or its designee may in its reasonable discretion allow beer and wine to be served at the facility for small groups of less than 30 people without using a licensed provider and without making separate application for an Alcoholic Beverage Permit.

(C) Prohibitions.

- a. Public places – prohibition. No person shall consume any alcoholic beverage, or be in actual possession of any open container of any kind which contains any alcoholic beverage, while on or within any public place, except as otherwise provided in this chapter. The city manager, by permit, may approve the consumption of alcoholic beverages in public places for special events. The application for such a permit shall be made through the Parks and Recreation Department. The City Commission may adopt a fee by resolution to be submitted with any application for an alcoholic beverage permit.
- b. The Alcoholic Beverage Permit shall set forth the terms and conditions of the permit, and shall be conditioned upon the permittee providing proof of insurance and obtaining all necessary state licenses for the sale of alcoholic beverages for the special event.
- c. The applicant must provide the City with proof of a minimum \$1 million general liability insurance coverage with the City of Fruitland Park named as a co-insured and liquor liability insurance with a minimum coverage of \$1 million with the City of Fruitland Park named as the co-insured. The provision of such insurance shall not be deemed as a waiver of the City's sovereign immunity.
- d. Public place for purposes of this chapter includes all parks, walks, alleys, streets, boulevards, avenues, lanes, roads, highways, or other ways or thoroughfares dedicated to public use or owned or maintained by the city;

and all grounds and buildings owned, leased by, operated, or maintained by 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; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

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 as provided for by law.

PASSED and ORDAINED this _____ day of _____, 2021, by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk, MMC

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

First Reading _____

Second Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE:	City Manager's Report
For the Meeting of:	February 25, 2021
Submitted by:	City Manager
Date Submitted:	February 12, 2021
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Yes

Item Description: City Manager's Report

- i. Economic Development Status Update**
- ii. COVID-19 Status Update**
- iii. Conceptual Floor Plan – WWTP Building - GatorSkitch**

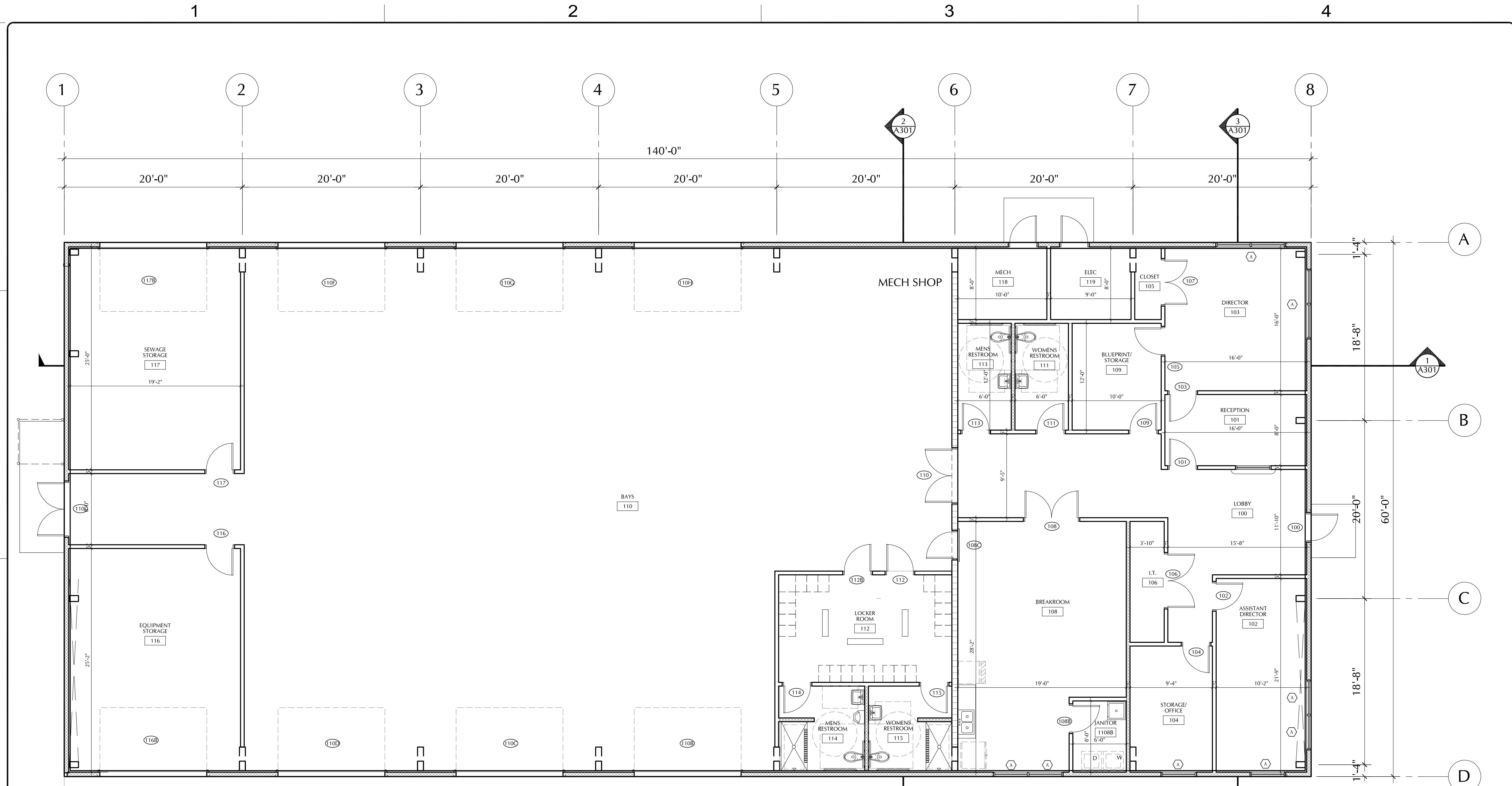
Action to be Taken:

Staff's Recommendation:

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes



1
A101 **FLOOR PLAN & DIMENSIONS** NORTH
SCALE: 3/16" = 1'-0"

X: _____
CLIENT SIGNATURE OF APPROVAL

REVISIONS

**FRUITLAND PARK
PUBLIC WORKS**
SPRING LAKE ROAD
FRUITLAND PARK, FLORIDA, 34731

**NOT FOR
CONSTRUCTION**

GatorSketch
ARCHITECTS & PLANNERS
A200002310
1000 EAST HWY 50 SUITE 201A, CLERMONT, FL 34711
PH: (407) 698-5677 FAX: (888) 998-4814
Web Site: www.gatorstitch.com

SIGN DATE

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**FLOOR PLAN
DIMENSIONS**
A101
ISSUE DATE 1-15-20
JOB # GC-20-033

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

ITEM TITLE: CITY ATTORNEY REPORT
For the Meeting of: February 25, 2021
Submitted by: City Attorney
Date Submitted: February 18, 2021
Funds Required: None
Attachments: None
Item Description: City Attorney Report

City of Fruitland Park v. State of Florida – Department of Management Services: The hearing rescheduled for February 10-12, 2021 by the State of Florida, Division of Administrative Hearings was cancelled. It has not been rescheduled at this time.

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. Attorney Thomas on behalf of the City filed a Motion to Dismiss to complaint. 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 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. On July 15, 2020 Attorney Andrew Dayes filed an Answer and Affirmative Defenses on behalf of the City. On October 8, 2020 Plaintiff filed a Motion for Clerk's Default. The default was entered the same day. Litigation counsel for the City reached out to Plaintiff's counsel to discuss the case. We are waiting a response from Plaintiff's lead attorney.

Action to be Taken: N/A
Staff's Recommendation: N/A
Additional Comments:
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:	February 25, 2021
Submitted by:	City Clerk
Date Submitted:	February 15, 2021
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

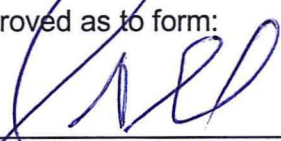
ATTEST:


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 2020 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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