

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

April 8, 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 – Pastor Jim Keegan, New Life Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATIONS

(a) **Former Mayor-Commissioner Proclamation** (city clerk)
Thomas “Tom” Shepherd memorial.

(b) **Water Conservation Month Proclamation** (city clerk)
Water Less, Water Conservation Month Proclamation

(c) **National Volunteer Week Proclamation** (city clerk)
National volunteer week recognizing the city’s volunteers.

4. REGULAR AGENDA

(a) **Resolution 2021-011 Lake County Multi-Jurisdictional Hazard Mitigation Plan** (city attorney/ city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE LAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, AND PROVIDING AN EFFECTIVE DATE.

(b) **Resolution 2021-012 Wastewater Study Rates (Gov -Rates Inc.) – BESH-Half Proposal/Agreement** (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE WATER AND WASTEWATER IMPACT FEE UPDATE PROPOSAL/AGREEMENT BETWEEN BESH HALFF AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

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

- April 9, 2021, Lake County League of Cities Inc. (LCLC) *Washington Update*, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- April 22, 2021 City Commission Regular at 6:00 p.m.;
- April 28, 2021, Lake~Sumter Metropolitan Planning Organization Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.;
- April 29, 2021, 2021 Lake County Trails Forum, 1 Dozier Court, The Venetian Center, Leesburg, Florida 34748 at 5:30 p.m.;

- May 10, 2021, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.
- May 13, 2021 City Commission Regular at 6:00 p.m.;
- May 14, 2021, LCLC, TBD, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m., and
- May 27, 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
AGENDA ITEM SUMMARY SHEET
Item Number: 3a-c

ITEM TITLE: Special Presentations - Proclamations

For the Meeting of: April 8, 2021

Submitted by: City Clerk

Date Submitted: March 30, 2021

Funds Required:

Attachments: Yes

Item Description: Proclamations

(a) Former Mayor-Commissioner Proclamation
Thomas "Tom" Shepherd memoriam.

(b) Water Conservation Month Proclamation
Water Less, Water Conservation Month Proclamation

(c) National Volunteer Week Proclamation
National volunteer week recognizing the city's volunteers.

Action to be Taken: None

Staff's Recommendation: N/A

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes



Proclamation

WHEREAS, Thomas “Tom” Howard Shepherd, was born on September 9, 1946 in Eustis, Florida, and

WHEREAS, Mr. Shepherd served 10 years in the United States Army where he received numerous prominent awards and accolades, and

WHEREAS, like his father James, Tom’s similar career path in accounting spanned 30 years with the State of Florida Department of Revenue as a tax auditor and he too became involved as a strong force advocating on behalf of Fruitland Park’s growing community; and

WHEREAS, in 1979 Mr. Shepherd served as a member of the former City of Fruitland Citizens’ Advisory Committee and ultimately became a city commissioner, mayor pro-tem and mayor from 1980 to 1986 with the promise he committed to maintain stability at commission meetings; and

WHEREAS, in showing keen interest in the city’s affairs; Tom was devoted in supporting the countywide library system; enjoyed volunteering part of his time interfacing with other governmental entities, staff and the community, and shared a wealth of knowledge on the city’s history up until 2016; and

WHEREAS, due to declining health, Mr. Shepherd scaled back his activities and succumbed to the current pandemic where he passed away on April 1, 2021; and

WHEREAS, Tom is known by those who endear him as a honest man where they take comfort to have been fortunate to have him;

Now, therefore, be it proclaimed that I “Chris Cheshire, Mayor of the City of Fruitland Park, Florida”, on behalf of the city commissioners, do hereby extend heartfelt condolences to the family and loved ones in the passing of former **Mayor Thomas Howard Shepherd** and recognized the many accomplishments and achievements he has made throughout the community.

Dated this 8th day of April 2021.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk



Proclamation

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, clean and sustainable water resources are vital to Florida's environment, economy and quality of life, and

WHEREAS, 2021 marks the 23-year anniversary where April was first established as *Water Conservation Month* in Florida; and

WHEREAS, more than 90 percent of Florida's drinking water is supplied by underlying aquifers and our quality of life and the economy depend upon a reliable, clean, and available supply of water and a healthy environment; and

WHEREAS, the State of Florida, water management districts, and the City of Fruitland Park are working together to increase awareness about the importance of water conservation and to increase their efforts to conserve water, and

WHEREAS, all water users including residential, commercial, industrial, agricultural, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's water resources; and

WHEREAS, the State of Florida has designated April, typically a dry month when water demands are most acute, as *Florida's Water Conservation Month*, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the community can help by saving water; thus, promote a healthy economy and community;

NOW, THEREFORE, BE IT RESOLVED that by the virtue of authority vested in me as Mayor of the City of Fruitland Park, I, Mayor Chris Cheshire, on behalf of the city commission, do hereby proclaim the month of April 2021 as *WATER CONSERVATION MONTH* in the City of Fruitland Park, Florida and call upon each citizen and businesses to help protect our precious resource by practicing water-saving measures and becoming more aware of the need to conserve water.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

Dated this 8th day of April 2021

5 easy ways to save water outdoors

1. Are you odd? Or even?
Know your watering days.



2. Check your sprinkler system to make sure it's working efficiently.

3. Turn off your sprinkler system if there's rain in the forecast.



4. Think "smart" irrigation technology.

5. Right plant, right place.



Learn more at
WaterLessFlorida.com

St. Johns River Water Management District



Proclamation

WHEREAS, the City of Fruitland Park, Florida participates in *National Volunteer Week* from April 18 to 24, 2021 as an opportunity to recognize and honor the countless individuals who selflessly invest in the lives of others; and

WHEREAS, at Fruitland Park, we believe that we cannot meet all the city's needs and never needed the volunteerism of American more than we do today; and

WHEREAS, volunteers are finding unique and innovative ways to spread joy and meet the emotional, physical and spiritual needs of others, even while adhering to social distancing measures; and

WHEREAS, volunteering one's time, talents, and resources has been an integral part of our heritage since the early days of our nation and it is essential that we continue this tradition of giving and sharing to preserve and improve the quality of life for all citizens in our community, and

WHEREAS not only the city benefits from volunteer service; the giver reaps the rewards of improved skills and widened horizons; and

WHEREAS, each year, a special week is designated in our nation for the dual purpose of recognizing those who give of themselves and encouraging all citizens to become involved in volunteer work; and

WHEREAS, it is fitting at this time that we say "thank you" to all individuals, groups, and businesses who have given time, energy, and resources to their communities through volunteer service;

NOW THEREFORE be it proclaimed that I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, do hereby proclaim April 18 to 24, 2021 as *NATIONAL VOLUNTEER WEEK*, and encourage all citizens to observe this week by celebrating the important work that volunteers do every day throughout our community. .

Dated this 8th day of April 2021.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

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

ITEM TITLE: Resolution 2021-011 Lake County Multi-Jurisdictional Hazard Mitigation Plan

For the Meeting of: April 8, 2021

Submitted by: City Attorney/City Manager

Date Submitted: March 30, 2021

Funds Required:

Attachments: Yes

Item Description: Resolution 2021-011 Lake County Multi-Jurisdictional Hazard Mitigation Plan

Action to be Taken: Adopt Resolution 2021-011.

Staff's Recommendation: Approval.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2021-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE LAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management and the Federal Emergency Management Agency recommends that all local governments, in cooperation with their local county emergency management agency, develop and maintain a Hazard Mitigation Plan; and

WHEREAS, Lake County has prepared and adopted the Lake County Multi-Jurisdictional Hazard Mitigation Plan dated February 9, 2021, and the City of Fruitland Park desires to have and maintain this plan to protect the life and property of its citizens; and

WHEREAS, Lake County, in cooperation with the municipalities of Lake County, including the City of Fruitland Park, has developed the plan, policies and procedures necessary to plan and develop projects to protect the citizens of Lake County from hazards; and

WHEREAS, the City Commission finds it beneficial to the City of Fruitland Park and desires to the above-referenced mitigation plan.

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

Section 1. The Lake County Multi-Jurisdictional Hazard Mitigation Plan dated February 9, 2021, a copy of which is attached hereto, is hereby adopted.

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

PASSED AND RESOLVED this 8th day of April, 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

RESOLUTION NO. 2021- 19

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, ADOPTING THE LAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management and the Federal Emergency Management Agency recommends that all local governments, in cooperation with their local county emergency management agency, develop and maintain a Hazard Mitigation Plan; and

WHEREAS, Lake County desires to have and maintain this plan to protect the life and property of its citizens; and

WHEREAS, Lake County, in cooperation with the municipalities of Lake County has developed the plan, policies and procedures necessary to plan and develop projects to protect the citizens of Lake County from hazards.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida that Lake County adopts the proposed Lake County Multi-Jurisdictional Hazard Mitigation Plan, dated February 9, 2021, identifying the hazards and strategies to mitigate those hazards.

1. The above recitals are incorporated herein.
2. This Resolution shall become effective upon its passage and adoption according to law.


PASSED AND ADOPTED this 9 day of February, 2021.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA


Sean M. Parks, Chairman

This 9 day of February, 2021.

ATTEST:


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



Approved as to form and legality:


Melanie Marsh, County Attorney



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

November 18, 2020

Thomas Carpenter, Director
Lake County Emergency Management
425 West Alfred Street,
Tavares, Florida 32778

Re: Lake County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Carpenter,

This is to confirm that we have completed a State review of the Lake County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Lake County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Lake County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Lake County, Unincorporated
Town of Astatula
City of Clermont
City of Eustis
City of Fruitland Park
City of Groveland
Town of Howey-in-the-Hills
Town of Lady Lake

City of Leesburg
City of Mascotte
City of Minneola
Town of Montverde
City of Mount Dora
City of Tavares
City of Umatilla
Villages Community Development District

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Lake County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Kristin Buckingham at Kristin.Buckingham@em.myflorida.com or 850-815-4519.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.11.20 10:06:35 -05'00'

Miles E. Anderson,
Bureau Chief, Mitigation

State Hazard Mitigation Officer

MEA/kb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

Lake County Local Mitigation Strategy (LMS)

2020 Update – Summary of Changes

Change	Comments/Purpose	Date	Pages
Plan Update	Plan was updated and revised in entirety to meet current FDEM/FEMA criteria	2020	All
Improve Flow/Readability; Remove Redundancies	Document was streamlined to improve flow and readability, in addition to eliminating redundancies	2020	All
Introduction	Minor updates to the introduction sections	2020	Pg. 1-4
Summary Potential Hazard Impact to Locality	Added Potential Hazard Impact to Locality	2020	Pg. 9
Risk Assessment/ Vulnerability	Combined some Risk Assessment and Vulnerability elements into Hazard Profiles; Each hazard addresses: Description; Location and Extent; Previous Occurrences; Probability; Vulnerability/Risk Assessment	2020	Pg. 5-62
Previous Occurrences and Risk/ Vulnerability Assessment	Using the most recent and best available data, updated the Occurrences and Risk/ Vulnerability Assessment for each hazard	2020	Pg. 5-62
Vulnerability Assessment Methodology and Conclusions	Updated Repetitive Loss Properties and Land Use Trends	2020	Pg. 62-64
Membership	Membership for the Working Group was reviewed and revised	2020	Appendix I-D
Project List	Project List was updated	2020	Appendix I-E
Meeting Documentation	Meeting documentation was added for meetings held since last revision	2020	Appendix I-C

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

ITEM TITLE: Resolution 2021-012 Wastewater Study Rates

For the Meeting of: April 8, 2021

Submitted by: City Attorney/City Manager

Date Submitted: March 30, 2021

Funds Required:

Attachments: Yes

Item Description: Resolution 2021-012 Wastewater Study Rates addressed at the March 11, 2021 regular meeting.

Action to be Taken: Adopt Resolution 2021-012.

Staff's Recommendation: Approval.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

RESOLUTION 2021-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE WATER AND WASTEWATER IMPACT FEE UPDATE PROPOSAL/AGREEMENT 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 provide support services to GovRates Inc. in preparing the water and wastewater master impact fee update as more particularly outlined in its agreements; 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 water and wastewater impact fee update proposal/agreement 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 8th day of April, 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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

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)

From: [Gary La Venia](#)
To: [Esther Coulson](#)
Subject: FW: Lake County's Updated Local Mitigation Strategy Plan
Date: Tuesday, March 23, 2021 10:28:49 AM
Attachments: [Lake County LMS 2020 Signed Resolution 02-09-21.pdf](#)

FYI

From: Carpenter, Thomas <TCarpenter@lakecountyfl.gov>
Sent: Monday, March 22, 2021 5:01 PM
To: Carpenter, Thomas <TCarpenter@lakecountyfl.gov>
Subject: Lake County's Updated Local Mitigation Strategy Plan

Good afternoon all,

Lake County is required to update the County's Local Mitigation Strategy (LMS) plan every five years. On February 9, 2021, the Board of County Commissioners approved the Resolution to approve the 2020 update to the LMS. I'll send a link out in the next day or two where you can electronically access the updated plan.

Each municipality in the County should adopt the County's LMS to be eligible for future Hazard Mitigation Grant Program (HMGP) funding. HMGP funding typically becomes available after disasters such as a hurricane. Lake County has received HMGP funding after Hurricane Matthew in 2016, Hurricane Irma in 2017, Hurricane Matthew in 2018 (did not have direct impact on Lake, however unspent funds were eligible to Lake), and Hurricane Dorian in 2019 (did not have direct impact on Lake, however unspent funds were eligible to Lake).

Once your municipality adopts by resolution the County's LMS plan, please send to me that resolution for our records. I'll also send your adoption to the Florida Division of Emergency for their records.

If you have questions, or need more information, please contact me.

Respectfully,



THOMAS CARPENTER

Director

OFFICE OF EMERGENCY MANAGEMENT

A 425 W. Alfred St., Tavares, FL 32778

P 352-343-9420 | **F** 352-343-9728 | **C** 352-267-1993

E tcarpenter@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: Florida has a very broad public records law.

Your email communications may be subject to public disclosure.



Via Email at glavenia@fruitlandpark.org

March 22, 2021

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

RE: CITY OF FRUITLAND PARK – WATER AND WASTEWATER IMPACT FEE UPDATE

TASK 001 IMPACT FEE SUPPORT SERVICES

BESH Halff will provide support to GovRates in preparing the Water and Wastewater Master Impact Fee Update, including providing maps, figures, cost estimates, etc., as needed to complete the Impact Fee Update.

FEE: \$2,500.00

TASK 002 IMPACT FEE UPDATE

BESH Halff will work with GovRates to provide a Water and Wastewater Impact Fee Update.

This scope of services is organized into major tasks related to project organization / background and methodology review / data collection; technical analysis to perform the water and wastewater impact fee calculations; preparation of fee schedules, a technical report, and briefing document; and meetings / presentations.

GovRates uses Webex and other virtual platforms to provide real-time review of our financial / rate models and project deliverables with clients. Webex sessions:

- Are very cost-effective, as they eliminate travel time and expenses.
- Can be scheduled with minimal lead time.
- Allow the working group to have more frequent meetings to communicate results, ideas, plans, and strategies as well as to address issues and help keep the project on schedule and within budget.
- Enable the project to continue moving forward during times of social distancing. The work plan for the project is presented in the remainder of this section.

The work plan for the project is outlined below:

TASK 1: BACKGROUND AND METHODOLOGY REVIEW

Subtask 1.1 – Data Compilation and Review

Subtask 1.2 – Review Update Methodology / Approach and Other Policy Development Assistance

A detailed data request will be prepared for the City to compile information

necessary to perform the evaluation. This information may include:

- Historical customer and usage statistics.
- Monthly operating reports from the City's water treatment facilities.
- Water consumptive use permit.
- Wastewater flow to the Town of Lady Lake.
- Detailed fixed asset records.
- Multi-year capital improvement program for each utility system.
- Master planning documents.
- Plant permits.
- Line inventory by size.
- Service area population estimates.

The GovRates team will discuss with the City staff any management preferences with respect to the equivalent residential unit (ERU) determination methodology for nonresidential customers. Accepted methodologies for water and wastewater impact fees include meter equivalents; customer attributes (e.g., flow per seat, square feet, etc.); plumbing fixtures; historical or projected usage; and hybrid approaches. Each accepted methodology has advantages and disadvantages. GovRates has extensive experience in developing ERU relationships for both impact fees and user rates.

The Project Team will also discuss with the City staff alternative impact fee submission policies as well as policies to review actual usage vs. capacity paid for through the impact fees.

TASK 2: EQUIVALENT RESIDENTIAL (ERU) METHODOLOGY REVIEW

Subtask 2.1 – Customer Statistics Review

The Project Team will review summarized customer statistics as a part of evaluating the City's level of service standards and determining appropriate ERU relationships for both the residential and nonresidential classes. As previously mentioned, GovRates has extensive experience in developing ERU relationships for both impact fees and user rates.

Subtask 2.2 – Development of ERU Determination Options

Based on the City's management preferences, the Project Team will assist the City in exploring and evaluating alternative ERU determination methodologies.

Subtask 2.3 – Comparison of ERU Methodology with Those of Other Florida Utilities

GovRates will provide information on the ERU methodologies of other Florida utilities to the City for comparison purposes.

TASK 3: WATER AND WASTEWATER IMPACT FEE CALCULATIONS

Subtask 3.1 – Evaluation of Existing Utility Assets

The Project Team will evaluate existing facility costs and incremental capital costs necessary to provide utility service to future service area growth or the buildout population. We will functionalize the utility costs to the service categories (e.g., treatment, transmission, etc.) to evaluate current assets in place to provide service.

Subtask 3.2 – Review of Levels of Service and Capacity Analysis

The Project Team will review customer statistics, treated flow information, and master plan assumptions to evaluate the City's level of service (LOS) standards per ERU. Based on the LOS standards, historical flows, and plant capacity, the capacity utilization of the water facilities will be evaluated.

Subtask 3.3 – Evaluation of Capital Improvement Program

The Project Team will review the City's multi-year capital improvement program (the "CIP") and capacity additions necessary to serve growth. The CIP will be incorporated into the impact fee analysis. We will work with BESH Halff and the City staff to identify capital expenditures that:

i) are 100% allocable to new development or growth within the identified capital planning horizon; ii) serve to upgrade or enhance utility facilities that have remaining capacity allocable to growth; iii) are allocable to new development or growth outside of the identified capital planning horizon; and iv) are for renewals and replacements of assets associated with serving existing customers and maintaining current capacity.

Subtask 3.4 – Design of Water and Wastewater Impact Fees

Based on: i) the LOS standards and facilities use projections; ii) the allocated capital / utility asset evaluation; and iii) population estimates (current vs. buildout), the Project Team will develop proposed impact fees for water and wastewater service for the City. The fees will be developed recognizing the reservation and utilization of capacity by an equivalent residential customer (e.g., single-family residential). The GovRates team will include separate fee calculations for the treatment and transmission functions – this detail is often necessary to determine impact fee credits for contributed infrastructure.

Subtask 3.5 – Impact Fee Comparisons

Comparisons of the individual water and wastewater impact fees per ERU with those of neighboring or similar utilities will be prepared. Based on data availability, the LOS standards of each utility in the comparisons will be included in the comparisons as well

as how the fee is applied to new development.

TASK 4: DEVELOPMENT OF FEE SCHEDULES, TECHNICAL REPORT, AND BRIEFING DOCUMENT

Subtask 4.1 – Prepare Report and Briefing Document – Drafts and Final

The GovRates team will prepare: i) a technical memorandum or report documenting our assumptions, analyses, and primary data sources; ii) a briefing document (PowerPoint presentation) to summarize the study results; and iii) proposed impact fee schedules.

Subtask 4.2 – Review of Impact Fee Resolutions or Ordinances

The Project Team will provide assistance to the City staff and legal counsel in the development of the impact fee resolutions or ordinances. Our review will help ensure that the recommended impact fees, ERU determination methodologies, and related policy changes are properly reflected in the resolutions or ordinances.

TASK 5: MEETINGS AND PRESENTATIONS

GovRates has budgeted up to 12 hours of meeting time for onsite meetings (four hours per meeting), and we will attend as many virtual meetings as necessary to complete the project. The meetings may consist of:

- Kickoff / organizational meeting with City staff. (Anticipated to be conducted virtually.)
- Draft report review meeting with City staff, during which the project findings, methodology, and supporting information / analyses will be presented.
- A workshop with the City Commission to present the project results and methodology, obtain input, and respond to questions.
- City Commission meeting for adoption of recommendations.

For all presentations, the Project Team will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to the City staff for review prior to each meeting / presentation.

Additional meetings will be conducted via Webex or another virtual platform as a component of accomplishing the various project tasks.

Project Deliverables:

The anticipated deliverables to be provided during the project include the following items:

- Initial data request for information compilation.



- Financial model – drafts and final.
- Rate comparison of existing and proposed impact fees with those of neighboring or other jurisdictions.
- Report providing the assumptions, findings, and conclusions of the impact fee update – drafts and final.
- Briefing document for presentation of study results to the City Commission and public – drafts and final.

FEE: \$6,710.00



SUMMARY FEE SCHEDULE

TASK 001	\$	2,500.00
TASK 002	\$	6,710.00
TOTAL	\$	9,210.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Engineering Design
2. Survey

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. PUBLIC RECORDS.

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

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

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

- VII. 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.
- VIII. SUBCONTRACTS.** Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.
- IX. 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.
- X. 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.
- XI. 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**.
- XII. 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.
- XIII. 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.
- XIV. 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.
- XV. 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.
- XVI. 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.

XVII. 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.

XVIII. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XIX. 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 (III) 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.

XX. 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.

XXI. 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.

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: Robert A. Ern, Jr., P.E.

Title: Director of Water and Wastewater, VP

Date: March 22, 2021

APPROVED:

Client: **CITY OF FRUITLAND PARK**

Signature: _____

Name: _____

Title: _____

Date: _____

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

ITEM TITLE:	South Dixie Avenue – Easements Future Planning Discussion
For the Meeting of:	April 8, 2021
Submitted by:	City Manager
Date Submitted:	March 30, 2021
Funds Required:	
Attachments:	Yes
Item Description:	South Dixie Avenue – Easement/future planning discussion.
Action to be Taken:	N/A
Staff's Recommendation:	N/A
Additional Comments:	None
City Manager Review:	Yes
Mayor Authorization:	Yes

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

ITEM TITLE: Library Shelving Request Discussion

For the Meeting of: April 8, 2021

Submitted by: City Manager/Library Director

Date Submitted: March 23, 2021

Funds Required: Yes (60640)

Attachments: Yes (background information, estimated costs, diagram and correspondence from Lake County)

Item Description: **Library Shelving Request** for easier viewing by senior patrons for \$13,199.54.

Action to be Taken: Approval

Staff's Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

From: [Glendinning, Jo-Ann](#)
To: [Gary La Venia](#)
Cc: [Esther Coulson](#); [Jeannine Racine](#)
Subject: Shelving Request
Date: Friday, March 19, 2021 12:51:59 PM
Attachments: [Shelving Request-Fruitland Park Library.pdf](#)

Gary,

Attached, please find my request for the sloped shelving as we discussed. I will meet with Jeannine to ensure that funding for this project is available in my budget. Hopefully, this project can be brought forward at the April 8th Commission Meeting.

Thank you for your attention in this project. It is greatly appreciated.

Jo

Jo-Ann Glendinning

Library Director

Fruitland Park Library

604 West Berckman Street

Fruitland Park, FL 34731

352-360-6561

jglendinning@mylakelibrary.org

www.mylakelibrary.org

www.fruitlandpark.org

Fruitland Park Library

Shelving Request

11a. Briefly describe the project:

Replace bottom standard flat shelving with sloped shelving (7 degree slope) for easier viewing of titles in the Adult section of the Fruitland Park Library.

11b. Include justification for use of impact fees:

Lake County Code-63, Library Impact Application and Distribution Process, stated the following: "to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."

11c. Establish need for the project:

With the collection growing in the Adult section of the library (Fiction, Non-Fiction, LP, DVD's and Audio Books,) we are becoming challenged with shelving space. It is becoming more essential to utilize the lower (bottom) flat shelf of the shelving units. Utilizing the lower bottom flat shelving may be easy for some, but not for most. Especially our senior community. We have to begin addressing the concerns of our older community. At times, senior patrons cannot "get down" to look at the spine or the spine labels of the materials.

11d. Describe how the project will benefit the local community:

To better serve the increasing number of senior patrons in our local community, having a lower shelf that slopes will make it easier to read the title on the spine of the item and the spine label.

Seniors over the age of 60 represent the fastest-growing segment of the Lake County population. At the Fruitland Park Library, patrons 65 years old and older total 1,090. That is 35% of our total patrons. Add in those patrons that are 50 years old and older, the total becomes 1,592. That is 52% of our total patrons.

The sloping shelves will also accommodate all adult patrons by providing better visibility of all materials on the bottom shelves. This better visibility will also assist our volunteers who shelve materials. All of our volunteers have "senior status."

Fruitland Park Library

Shelving Request

Page 1

11e. *Describe how the project will benefit county-wide library services:*

The Elder Affairs Coordinating Council was established by the Lake County Board of County Commissioners to advise and provide information to the BCC on plans and conveniences that identify services that would benefit elders and assist in making Lake County an "elder ready" community for a lifetime.

Seniors over the age of 60 represent the fastest-growing segment of the Lake County population. With "baby-boomers" fast approaching "senior status," Lake County must begin now to enhance resources to create an "elder friendly" environment in our libraries.

Also, many patrons may obtain a library card from one library, but they frequent several libraries in an area; e.g., a patron has a Lady Lake card, but visits the Fruitland Park Library and Leesburg Library because they are all in close proximity of each other. Everyone visiting the Fruitland Park Library will appreciate the better visibility on the lower shelves.

11f. *Provide an itemized cost estimate for equipment requests:*

The estimated cost for the lower 7 degree sloping shelving is **\$13,200**.

- 88 Shelf Base Sloped single face 36x12. Components to create a total of 44 double-faced sloped close based shelves. **\$4,824.16**
- 88 Bracket Base Sloped 24 inches. Components to create a total of 44 double-faced sloped closed base shelves. **\$5,240.40**
- Full installation Services. **\$2,327.70**
- Shipping/Processing. **\$807.28**

A detailed breakdown of cost is attached.



4810 Forest Run Road
 Madison WI 53708-8548
 fax 800.730.8094

PROJECT QUOTATION

PROJECT ID: D1010078
 QUOTE ID: T1034012
 Version 04

DRAWING ID:
 TODAY: 2/03/21
 QUOTE EXPIRATION DATE: 3/05/21

PROJECT NAME: Fruitland Park Public Library - Replacement Shelves
 PROJECT CONTACT: JO ANN GLENDINNING
 CONTACT PHONE: 352-360-6561

CONTACT EMAIL: jglendinning@mylakelibrary.org

Drawing	Line	Qty	Product	Product Description	Colors	Unit Price	Ext. Total
	001-SA1	1	88	19011820	Shelf Base Sloped Single Face 36 x 12 Per Quote CQ029494 Components to create a total of 44 Double-Face Sloped Closed Base Shelves, 36Wx24D. Finish: Autumn Haze		54.82 4,824.16
	001-SA1	2	88	19099990	Bracket Base Gaylord wdt DF sloped 24in Per Quote CQ029494 Components to create a total of 44 Double-Face Sloped Closed Base Shelves, 36Wx24D. Finish: Autumn Haze		59.55 5,240.40
	3	1	00000900	Full Installation Services	Planes Specialized Logistics		2,327.70 2,327.70
					Loading Dock? No, loading dock does not exist at site Special Loading Doc Info? N/A What floor of bldg deliver to? FIRST FLOOR Elevator available to use/size Not Applicable Stair carry necessary? N/A Doorway sizes Yes, All doorways are 36"W or more Special Doorway Info? N/A Debris Removal? Yes, removal all debris from site Prevailing Wages ? No, Prevailing Wage Rates Not Required Addl Prevailing Wage Info? N/A Customer SITE CONTACT Name? Jo Ann Glendinning Customer SITE CONTACT Phone# 352.360.6561 How many trips to install? Single Trip for All Items Explain add'l instll trips n/a Shelving - Wall/Floor Mnt?		



4810 Forest Run Road
Madison WI 53708-8548
fax 800.730.8094

PROJECT QUOTATION

PROJECT ID: D1010078
QUOTE ID: T1034012
Version 04
DRAWING ID:
TODAY: 2/04/21
QUOTE EXPIRATION DATE: 3/06/21

PROJECT NAME: Fruitland Park Public Library - Replacement Shelves
PROJECT CONTACT: JO ANN GLENDINNING
CONTACT PHONE: 352-360-6561
CONTACT EMAIL: jglendinning@mylakelibrary.org

Drawing	Line Qty	Product	Product Description	Colors	Unit Price	Ext. Total
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No, do not secure shelving at all
Special Instructions?
switch existing base with new base

ESTIMATE ONLY

Order Subtotal	12,392.26
Shipping/Processing	807.28
Sales Tax	Exempt
Grand Total	13,199.54

Signature that authorizes DEMCO to place order

Signature Date

Name (Print) Title

*Delivery Provisions: This quote has been specifically prepared to deliver with:Installer to Receive/Store at Warehouse;

*Installataion Provisions: This quote has been specifically prepared with installation services for :Full Install All Products;

*Order Provisions: We are specialists in crafting custom solutions uniquely suited to each individual customers desires. As such, the details of unique projects are critically important to the overall success of the project. We want you to be delighted with your experience in working with us. Therefore we want to be forthcoming and transparent in all our transactions and ask that you please note the attached Terms & Conditions for details governing all our orders. Thank you.

PROJECT BILL TO:

CITY OF FRUITLAND PARK
ACCTS PAYABLE
506 W BERCKMAN ST
FRUITLAND PARK FL 34731

PROJECT SHIP TO:

JO ANN GLENDINNING
FRUITLAND PARK LIBRARY
604 W BERCKMAN ST
FRUITLAND PARK FL 34731-3241

PROJECT CONTACT:

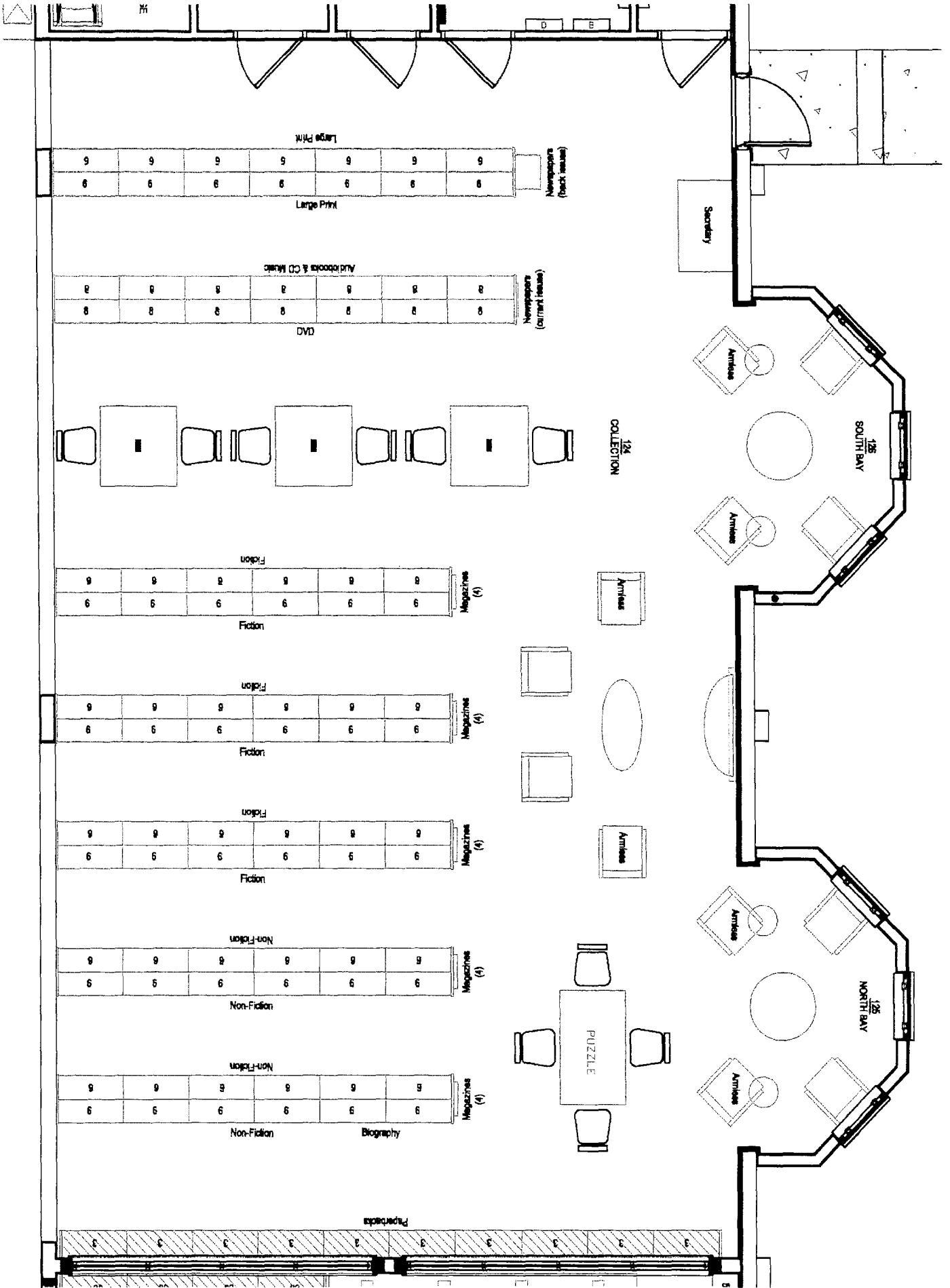
JO ANN GLENDINNING
FRUITLAND PARK LIBRARY
604 W BERCKMAN ST
FRUITLAND PARK FL 34731-3241

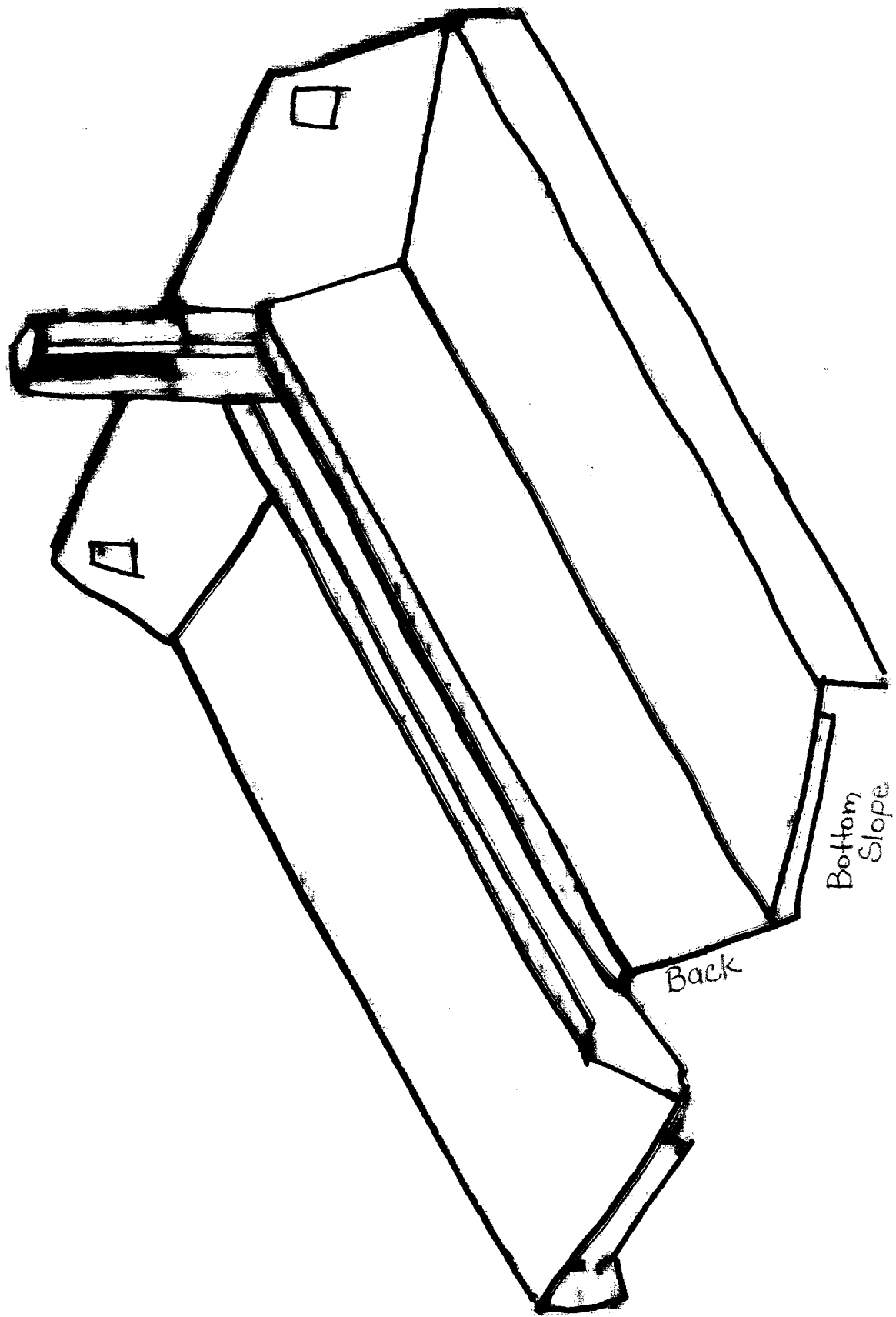
PREPARED BY:

Laura Cox
Email: laurac@demco.com
Phone: 608.242.4522
Fax:

SALES REP:

Steve Scicchitano
Email: steves@demco.com
Phone: 800-858-2720
Fax: 855-356-8138







MELANIE MARSH
County Attorney
NICOLE M. BLUMENAUER
Assistant County Attorney
DAVID LANGLEY
Assistant County Attorney

MEMORANDUM

Lake County Board of County Commissioners • County Attorney's Office
315 W. Main St., Tavares, FL 32778 • 352-343-9787 • www.lakecountyfl.gov

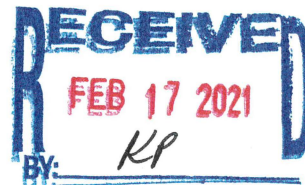
TO: George Taylor, Director, Library Services
FROM: Nicole M. Blumenauer
DATE: March 15, 2021
SUBJECT: Fruitland Park Library Impact Fee Application

I reviewed the subject application in accordance with the provisions of Lake County Policy LCC-63 and Lake County Code Chapter 22 and find the request does not meet the purpose and intent of the fund.

The purpose of the library impact fee is to provide for costs of capital improvements to the county library system which are required to accommodate growth by residential construction. Lake County Code Chapter 22 provides that money in the Library Impact Fee Trust Account shall be used solely for the purpose of constructing or improving the county library system and includes a noncomprehensive list of permitted capital expenditures.

Lake County Policy LCC-63, provides that projects funded with Library Impact Fee Trust Funds must be a "capital improvement to the County Library System which is required to accommodate the demand placed on the County Library System by residential construction." The project may include the items listed in Lake County Code Section 22-61 but must result in additional capacity to serve the public. "The project may not include a repair, replacement or renovation, and it may not address a deficiency that is not attributable to growth."

Applicant has requested \$13,200.00 for the purchase of shelving units containing sloped shelves for easier viewing of the books in the adult section of the library. Applicant refers to the growing collection of books in the adult section of library as the need for new shelves as well as the accommodation of older adults who may have difficulty viewing the books on lower shelves. Applicant also references an increasing number of senior patrons in the local community. However, Lake County Policy LCC-63 states the project "may not address a deficiency that is not attributable to growth." The replacement shelving the requested funds would go towards does not appear to address a deficiency due to growth, rather, an accommodation for the existing adult population which is naturally aging.



Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

Fruitland Park Library

B. APPLICANT ADDRESS

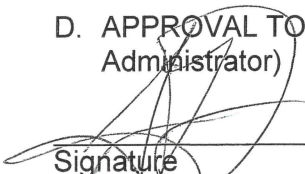
Street 604 W. Berckman Street PO Box if applicable _____

City Fruitland Park, FL Zip Code 34731

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. County library impact fee is assessed within municipality, or
 municipality collects local library impact fee which is equal to or greater than county library impact fee, or
 municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.
2. Municipality has a library which is a member of the Lake County Library System, or
 is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)


Signature _____

Gary LaVenia, City Manager
Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY Fruitland Park Library

B. LIBRARY ADDRESS Current Future

Street 604 W. Berckman Street City Fruitland Park, FL Zip 34731

3. PROJECT MANAGER (Library Director)

A. Name Jo-Ann Glendinning Telephone 352-360-6561
Fax 352-278-9500 E-mail jglendinning@mylakelibrary.org

4. TYPE OF PROJECT

A. CONSTRUCTION
 Design & Engineering New Building Expansion

B. COLLECTIONS

C. EQUIPMENT
 Public Access Computers Number
 Other (describe) Shelving

5. THIS PROJECT IS INCLUDED IN: (Maximum of 5 points) (Mark all that apply)

Master Facilities Plan for Lake County Library System
 City or County Capital Improvement Plan
 Lake County Library System Long Range Plan of Service
 Lake County Library System Annual Plan of Service
 Other (Describe) _____

6. **COST OF TOTAL PROJECT (Estimated)** \$13,200.00

7. **AMOUNT REQUESTED (Maximum of 10 points)** \$13,200.00

8. **% OF PROJECT ELIGIBLE FOR IMPACT FEES** 100%

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

Applicant contributes to countywide library impact fee fund (10 points)
 Applicant collects and retains impact fees locally (-10 points)

10. PROJECT HISTORY (Maximum of 5 points)

A. Is this a new project request:

Yes

No Year of 1st Request _____

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

B. Has project previously received funding from library impact fees?

Yes No

If Yes, was the project request N/A partially or N/A fully funded?

Year/s N/A Amount \$ N/A

11. **PROJECT NARRATIVE** – (No more than 3 pages, Maximum of 30 points)

- a. Briefly describe project (0-5)
- b. Include justification for use of impact fees (0-5)
- c. Establish need for the project (0-5)
- d. Describe how the project will benefit the local community (0-5)
- e. Describe how the project will benefit county-wide library service (0-5)
- f. Provide an itemized cost estimate for equipment requests (0-5)

12. **APPLICANT PRIORITY RANKING** (If requesting more than one project) 1

13. **INITIAL YEAR OF PARTICIPATION** 1983

14. **COMPLETED BY:** Jo-Ann Glendinning **DATE:** February 15, 2021

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF
LIBRARY SERVICES
418 W. Alfred St., Suite C, Tavares, FL 32778

Staff Use Only

Project Rating _____ Project Ranking _____
Recommended Level of Funding _____
Approved Level of Funding _____
Comments _____

Fruitland Park Library Impact Fee Application

2021

11a. Briefly describe the project:

Replace bottom standard flat shelving with sloped shelving (7 degree slope) for easier viewing of titles in the Adult section of the Fruitland Park Library.

11b. Include justification for use of impact fees:

Lake County Code-63, Library Impact Application and Distribution Process, stated the following: "to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."

11c. Establish need for the project:

With the collection growing in the Adult section of the library (Fiction, Non-Fiction, LP, DVD's and Audio Books,) we are becoming challenged with shelving space. It is becoming more essential to utilize the lower (bottom) flat shelf of the shelving units. Utilizing the lower bottom flat shelving may be easy for some, but not for most. Especially our senior community. We have to begin addressing the concerns of our older community. At times, senior patrons cannot "get down" to look at the spine or the spine labels of the materials.

11d. Describe how the project will benefit the local community:

To better serve the increasing number of senior patrons in our local community, having a lower shelf that slopes will make it easier to read the title on the spine of the item and the spine label.

Seniors over the age of 60 represent the fastest-growing segment of the Lake County population. At the Fruitland Park Library, patrons 65 years old and older total 1,090. That is 35% of our total patrons. Add in those patrons that are 50 years old and older, the total becomes 1,592. That is 52% of our total patrons.

The sloping shelves will also accommodate all adult patrons by providing better visibility of all materials on the bottom shelves. This better visibility will also assist our volunteers who shelve materials. All of our volunteers have "senior status."

Fruitland Park Library Impact Fee Application

2021

11e. Describe how the project will benefit county-wide library services:

The Elder Affairs Coordinating Council was established by the Lake County Board of County Commissioners to advise and provide information to the BCC on plans and conveniences that identify services that would benefit elders and assist in making Lake County an "elder ready" community for a lifetime.

Seniors over the age of 60 represent the fastest-growing segment of the Lake County population. With "baby-boomers" fast approaching "senior status," Lake County must begin now to enhance resources to create an "elder friendly" environment in our libraries.

Also, many patrons may obtain a library card from one library, but they frequent several libraries in an area; e.g., a patron has a Lady Lake card, but visits the Fruitland Park Library and Leesburg Library because they are all in close proximity of each other. Everyone visiting the Fruitland Park Library will appreciate the better visibility on the lower shelves.

11f. Provide an itemized cost estimate for equipment requests:

The estimated cost for the lower 7 degree sloping shelving is **\$13,200**.

- 88 Shelf Base Sloped single face 36x12. Components to create a total of 44 double-faced sloped close based shelves. **\$4,824.16**
- 88 Bracket Base Sloped 24 inches. Components to create a total of 44 double-faced sloped closed base shelves. **\$5,240.40**
- Full installation Services. **\$2,327.70**
- Shipping/Processing. **\$807.28**

A detailed breakdown of cost is attached.



4810 Forest Run Road
 Madison WI 53708-8548
 fax 800.730.8094

PROJECT QUOTATION

PROJECT ID: D1010078
 QUOTE ID: T1034012
 Version 04

DRAWING ID:
 TODAY: 2/03/21
 QUOTE EXPIRATION DATE: 3/05/21

PROJECT NAME: Fruitland Park Public Library - Replacement Shelves
 PROJECT CONTACT: JO ANN GLENDINNING
 CONTACT PHONE: 352-360-6561

CONTACT EMAIL: jglendinning@mylakelibrary.org

Drawing	Line	Qty	Product	Product Description	Colors	Unit Price	Ext. Total
001-SA1	1	88	19011820	Shelf Base Sloped Single Face 36 x 12 Per Quote CQ029494 Components to create a total of 44 Double-Face Sloped Closed Base Shelves, 36Wx24D. Finish: Autumn Haze		54.82	4,824.16
001-SA1	2	88	19099990	Bracket Base Gaylord wdt DF sloped 24in Per Quote CQ029494 Components to create a total of 44 Double-Face Sloped Closed Base Shelves, 36Wx24D. Finish: Autumn Haze		59.55	5,240.40
	3	1	00000900	Full Installation Services	Planes Specialized Logistics		
					Loading Dock? No, loading dock does not exist at site Special Loading Doc Info? N/A What floor of bldg deliver to? FIRST FLOOR Elevator available to use/size Not Applicable Stair carry necessary? N/A Doorway sizes Yes, All doorways are 36"W or more Special Doorway Info? N/A Debris Removal? Yes, removal all debris from site Prevailing Wages ? No, Prevailing Wage Rates Not Required Addl Prevailing Wage Info? N/A Customer SITE CONTACT Name? Jo Ann Glendinning Customer SITE CONTACT Phone# 352.360.6561 How many trips to install? Single Trip for All Items Explain add'l install trips n/a Shelving - Wall/Floor Mnt?	2,327.70	2,327.70



4810 Forest Run Road
 Madison WI 53708-8548
 fax 800.730.8094

PROJECT QUOTATION

PROJECT ID: D1010078
 QUOTE ID: T1034012
 Version 04

DRAWING ID:
 TODAY: 2/04/21
 QUOTE EXPIRATION DATE: 3/06/21

PROJECT NAME: Fruitland Park Public Library - Replacement Shelves
 PROJECT CONTACT: JO ANN GLENDINNING
 CONTACT PHONE: 352-360-6561
 CONTACT EMAIL: jglendinning@mylakelibrary.org

Drawing Line	Qty	Product	Product Description	Colors	Unit Price	Ext. Total
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ESTIMATE ONLY

No, do not secure shelving at all
 Special Instructions?
 switch existing base with new base

Order Subtotal	12,392.26
Shipping/Processing	807.28
Sales Tax	Exempt
Grand Total	13,199.54

Signature that authorizes DEMCO to place order

 Signature Date

 Name (Print) Title

*Delivery Provisions: This quote has been specifically prepared to deliver with:Installer to Receive/Store at Warehouse;

*Installataion Provisions: This quote has been specifically prepared with installation services for :Full Install All Products;

*Order Provisions: We are specialists in crafting custom solutions uniquely suited to each individual customers desires. As such, the details of unique projects are critically important to the overall success of the project. We want you to be delighted with your experience in working with us. Therefore we want to be forthcoming and transparent in all our transactions and ask that you please note the attached Terms & Conditions for details governing all our orders. Thank you.

PROJECT BILL TO:

CITY OF FRUITLAND PARK
 ACCTS PAYABLE
 506 W BERCKMAN ST
 FRUITLAND PARK FL 34731

PROJECT SHIP TO:

JO ANN GLENDINNING
 FRUITLAND PARK LIBRARY
 604 W BERCKMAN ST
 FRUITLAND PARK FL 34731-3241

PROJECT CONTACT:

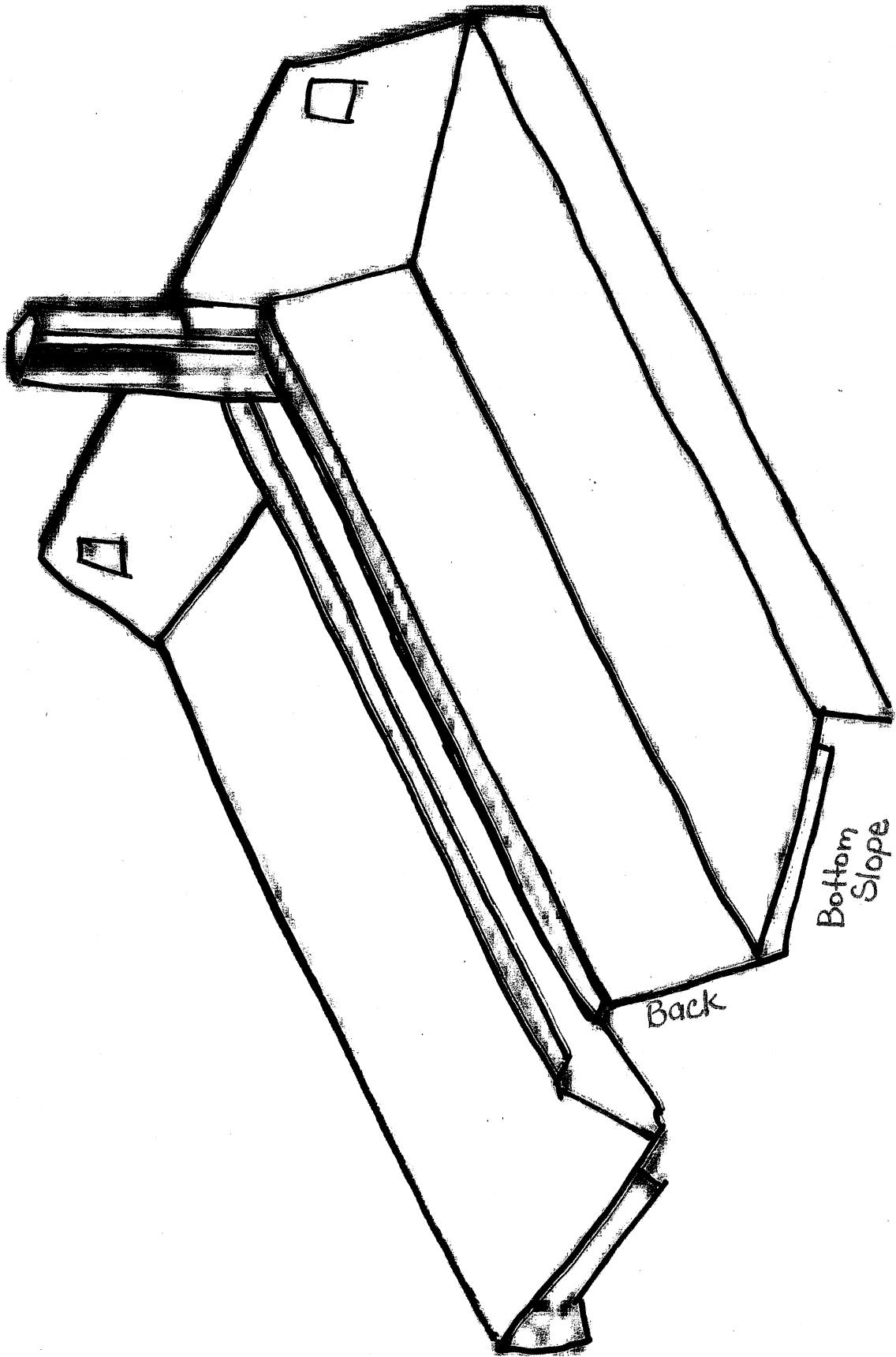
JO ANN GLENDINNING
 FRUITLAND PARK LIBRARY
 604 W BERCKMAN ST
 FRUITLAND PARK FL 34731-3241

PREPARED BY:

Laura Cox
 Email: laurac@demco.com
 Phone: 608.242.4522
 Fax:

SALES REP:

Steve Scicchitano
 Email: steves@demco.com
 Phone: 800-858-2720
 Fax: 855-356-8138



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

ITEM TITLE: CITY MANAGER’S REPORT
For the Meeting of: April 8, 2021
Submitted by: City Manager
Date Submitted: March 30, 2021
Funds Required: Yes (to be addressed)
Attachments: Yes

Item Description: City Manager’s Report

- i. Economic Development Status Update**
- ii. COVID-19 Status Update**
- iii. Code Enforcement**
- iv. Waste Management**
- v. Shiloh Cemetery Lighting**
- vi. FY 2021-22 CDBG Grant Fund**

Action to be Taken: N/A

Staff’s Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET

Item Number: 5b

ITEM TITLE: CITY ATTORNEY REPORT
For the Meeting of: April 8, 2021
Submitted by: City Attorney
Date Submitted: April 3, 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 has been rescheduled to take place June 7 -9, 2021 by the State of Florida, Division of Administrative Hearings.

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. On February 24, 2021, plaintiff sent a discovery request to the city requesting documents. The city manager is working with Attorney Thomas to complete all outstanding discovery and then Mr. Thomas will schedule the motion to dismiss for hearing. No update 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 again reached out to plaintiff's counsel to discuss the case. We are waiting a response from Plaintiff's lead attorney. As of the date of this report, plaintiff's counsel has not responded. I will provide an update at the meeting. No update since last meeting.

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

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

ITEM TITLE:	Public Comments
For the Meeting of:	April 8, 2021
Submitted by:	City Clerk
Date Submitted:	March 30, 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

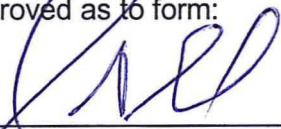
ATTEST:


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 2019 Florida Statutes

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

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

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

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

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

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

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

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

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

(d) A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

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

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

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

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

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

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

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

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

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

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

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

History.—s. 1, ch. 2013-227.

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