

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

April 22, 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 Chuck Padgett, Trinity Assembly of God

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATIONS

(a) **Former Committee Member-Commissioner-Director Proclamation** (city clerk)
Charles “Charlie” W. Rector memorial.

(b) **Teachers’ Appreciation Week, National Teacher Day and Teacher of the Year Proclamation** (city clerk)
Teachers’ Appreciation Week, May 4 to 8, 2021; National Teacher Day, May 5, 2021, and 2022 Teacher of the Year Award Finalist which took place on January 28, 2021.

(c) **The Villages Public Safety Department Presentation** (city clerk)
The Villages Public Safety Department Year-End Report FY 2019/20 by Chief Edmund Cain

4. CONSENT AGENDA

(a) **Regular Meeting Minutes - April 8, 2021**

(b) **Resolution 2021-013 Lake County CDBG Grant Program FY 2021-22 - Spring Lake Road Water Line Enhancement** (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE SPRING LAKE ROAD WATER LINE ENHANCEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2021-014 Lake County CDBG Grant Program FY 2021-22 - NW Lake Community Park ADA Playground and Equipment** (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR NEW ADA COMPLIANT PLAYGROUND AND EQUIPMENT TO BE LOCATED AT THE NORTHWEST LAKE COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Resolution 2021-015 Lake County CDBG Grant Program FY 2021-22 - Patricia Avenue Water Line Replacement Project** (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE PATRICIA AVENUE WATER LINE REPLACEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

- (a) **Storm Debris Collection** (city manager)
Motion to deny Lake County's Interlocal Agreement for collection of storm debris from streets and right-of-way.
- (b) **Virtual Inspections Discussion** (city manager)
Virtual inspections discussion on the issuance of a permit for solar tubes, doors, windows, air conditioning, water heater changeouts.
- (c) **2021 City Commission Meeting Schedule Discussion** (city manager/city treasurer)
Discussion on 2021 city commission meeting schedule.

6. (a) City Manager

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

(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**

7. UNFINISHED BUSINESS

**Resolution 2021-007 – Mirror Lake NSBB™ Project – BESH Half
Proposal Revised Agreement**

Resolution 2021-007 was adopted on February 25, 2021.

8. 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.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

(b) Commissioner DeGrave

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

- 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, Lake County League of Cities (LCLC), *Legislative Update and P&C Program*, and *Florida League of Cities' Financial Services*, 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.
- May 31, 2021, City Hall Closed Memorial Day

- June 9, 2021 City Commission Regular at 6:00 p.m.;
- June 11, 2021, LCLC, *Lake County Preliminary Tax Roll*; Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- June 16, 2021 City Commission Regular at 6:00 p.m., and
- June 23, 2021 L~SMPO Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 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 22, 2021

Submitted by: City Clerk/City Manager

Date Submitted: April 9, 2021

Funds Required:

Attachments: Yes (proclamations and power-point presentation)

Item Description: Proclamations and Presentations

(a) Former Committee Member-Commissioner-Director Proclamation (city clerk)
Charles "Charlie" W. Rector memoriam.

(b) *Teacher Appreciation Week, Teacher Appreciation Day and Teacher of the Year Proclamation* (city clerk)
Teacher Appreciation Week, May 3 to 7, 2021; Teacher Appreciation Day, May 4, 2021, and 2022 Teacher of the Year Award Finalist which took place on January 28, 2021.

(c) The Villages Public Safety Department Presentation (city clerk)
The Villages Public Safety Department Year-End Report FY 2019/20 power-point presentation by Chief Edmund Cain, The Villages Public Safety Department.

Action to be Taken: None

Staff's Recommendation: N/A

Additional Comments: N/A

City Manager Review: Yes

Mayor Authorization: Yes



Proclamation

WHEREAS, Charles “Charlie” W. Rector Jr. was born in 1954 in Leesburg, Florida and enjoyed the small-town character of Fruitland Park where he raised his family; owned a farm and managed his long-time building construction company in the area; and

WHEREAS, Charlie acquired his knowledge and background in the building industry where his father William owned and operated a construction building and lumber business since the 1960s; and

WHEREAS, Mr. Rector became actively involved as an outspoken advocate in the community before becoming a public civil servant spanning for more than three decades; and

WHEREAS, Charlie exhibited extensive knowledge of the city, was savvy and ingenious in the way he dealt with the citizens and organizations and as a traditionalist, was fearless when speaking his mind where he was a force to be reckoned with; and

WHEREAS, apart from construction, Mr. Rector supported a multi-use recreational complex and the transition of the city’s 911 emergency reporting system to Lake County, and with the annexation and commercial expansion, believed in preserving the city’s historic values; and

WHEREAS, Charlie was an avid member of the community serving on the city commission for two-terms from 1984 to 1988; the Board of Trustees of the Municipal Fire Fighters Pension Trust Fund since its inception from 1989 to 1992; the Citizens Advisory Task Force in 2007; the Planning and Zoning Board from 2006 to 2012, and subsequently as the city’s community development director from 2010 to 2018; and

WHEREAS, despite Charlie’s situation, he has been in attendance, over the years, at every official meeting; and

WHEREAS, with Mr. Rector’s declining health and illness, he passed away on March 28, 2021;

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 29, 2021 in **MEMORIAM OF CHARLES W. RECTOR** and ask that our citizens join together to express condolences to the Rector family who recognized his love for the city.

Dated this 22nd day of April 2021.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk



Proclamation

WHEREAS, Operation Bless Fruitland Park, an ongoing program supported by the city commission since 2015, was launched to create an attitude of generosity in working together to make a difference within the Fruitland Park community with the focus on working together on impacting the schools, its students, families and school staff where the local school is the center of activity; and

WHEREAS, the National Parent Teacher Association -- the oldest and largest child advocacy nonprofit organization comprises millions of families, students, teachers, administrators, and business and community leaders -- share a commitment to improve the education, health, and safety of all children even in the midst of the ongoing Coronavirus Disease 2019 (COVID-19) pandemic, and

WHEREAS, teachers make a difference in the lives of millions of children every day in schools across the country where their work and impact extends beyond classroom boundaries; and

WHEREAS, the PTA and the National Education Association (NEA) have teamed up to celebrate *Teachers' Appreciation Week* (May 4 to 8, 2021) and *National Teacher Day* (May 5, 2021), in honor of teachers and the important contributions they make. and

WHEREAS, Operation Bless Fruitland Park has continued to work annually with city staff, fostered teamwork with volunteer groups, and coordinated with local organizations setting aside each day, during the first week in May as *Teachers' Appreciation Week*, to celebrate and honor our teachers who have diversified their abilities and skills to provide classroom educational activities at a distance and at moment's notice, and

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

WHEREAS, the city would like to recognize Fruitland Park Elementary School Teacher Rikki L. Parisoe who -- with the passion and dedication for teaching, her love for children, and her support with technology during this vulnerable period -- was nominated as the *2022 Lake County Schools Teacher of the Year Award* finalist;

NOW, THEREFORE, BE IT RESOLVED that I, Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, do hereby declare May 4 to 8, 2021 as *Teachers' Appreciation Week* and May 5, 2021 as *National Teacher Day*; honor Rikki Parisoe for her hard work, dedication and commitment to the students and parents, and express gratitude to the community and local leaders who have joined together to continue in supporting and celebrating our teachers; thus, take a moment to #ThankATeacher during this global pandemic and throughout the year.

Dated this 22nd day of April 2021.

Chris Cheshire, Mayor

Attest: Esther B. Coulson, City Clerk



The Villages Public Safety Department

Year-End Report FY19/20



Fire Chief Edmund Cain

Hospitality · Stewardship · Innovation & Creativity · Hard Work

Mission Statement

The Villages Public Safety Department will work to prevent harm, and respond to un-prevented incidents in an efficient and effective manner with the best resources provided by the community, and be nice.



Who are we?

- 150 Full-time Firefighter personnel, 6 Battalion Chiefs and 16 Administrative personnel



A Shift

2 Battalion Chiefs
50 Personnel

B Shift

2 Battalion Chiefs
50 Personnel

C Shift

2 Battalion Chiefs
50 Personnel

24 hours on and 48 hours off

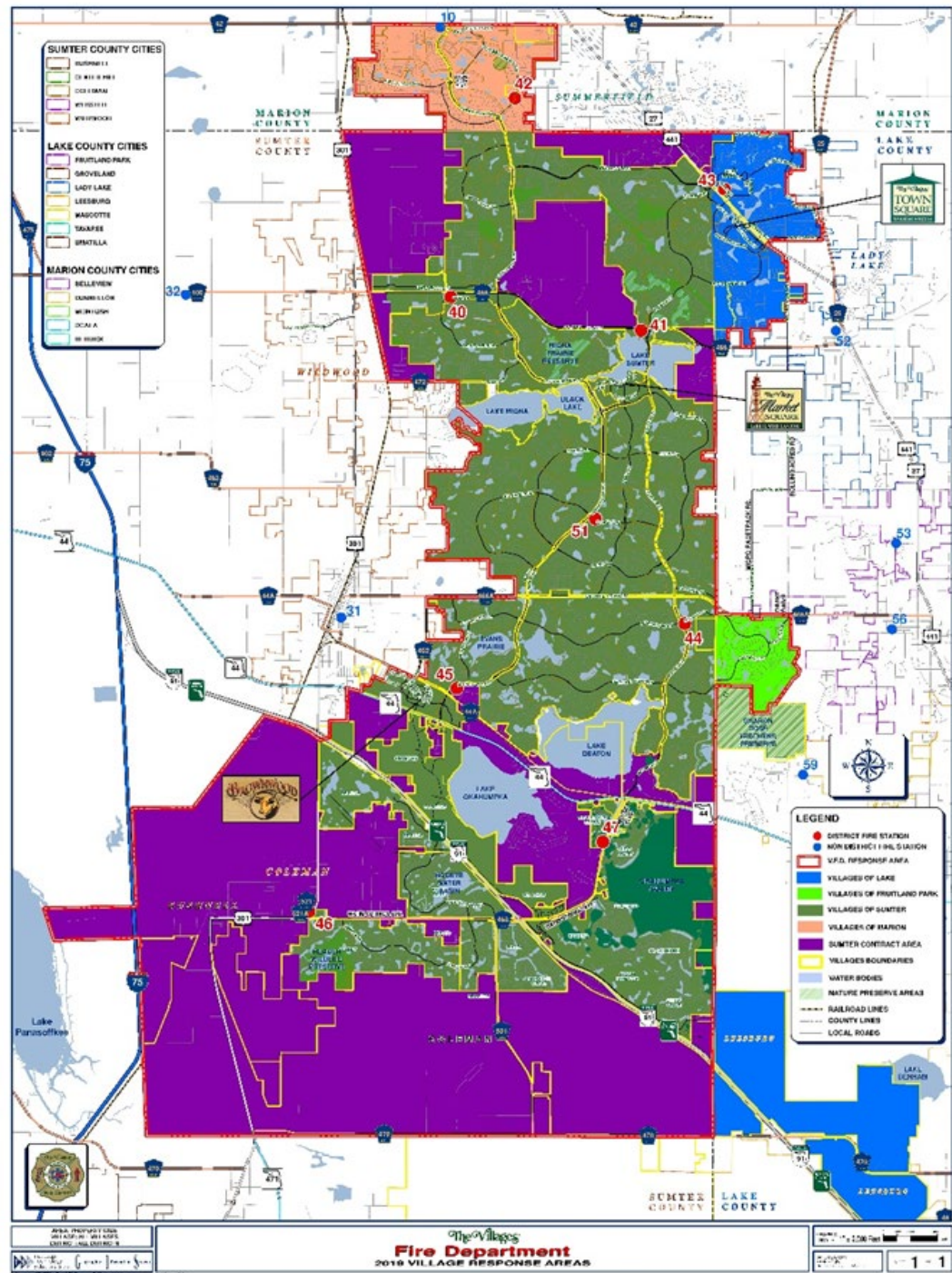
Insurance Services Office (ISO) Rating

- Fire Suppression Rating Schedule containing the criteria ISO uses in reviewing the fire prevention and fire suppression capabilities of individual communities or fire protection areas. The schedule measures the major elements of a community's fire protection system and develops a numerical grading called a Public Protection Classification.
- The Villages Public Safety Department is an ISO class 2 department.
Scale runs from 1 (best) to 10 (poorest)



Service Area

- Response area spans over 89 square miles.



Stations

- **Nine Stations**

Station 40 on Parr Drive (Servicing The Villages and Wildwood)

Station 41 on CR 466 (Servicing The Villages and Lady Lake)

Station 42 on Belle Meade (Servicing The Villages of Marion County)

Station 43 on Paradise Drive (Servicing The Villages, Lady Lake, and Sumter County)

Station 44 (HQ) on Morse Blvd. (Servicing The Villages and Fruitland Park)

Station 45 Buena Vista Blvd. at Brownwood (Servicing The Villages and Wildwood)

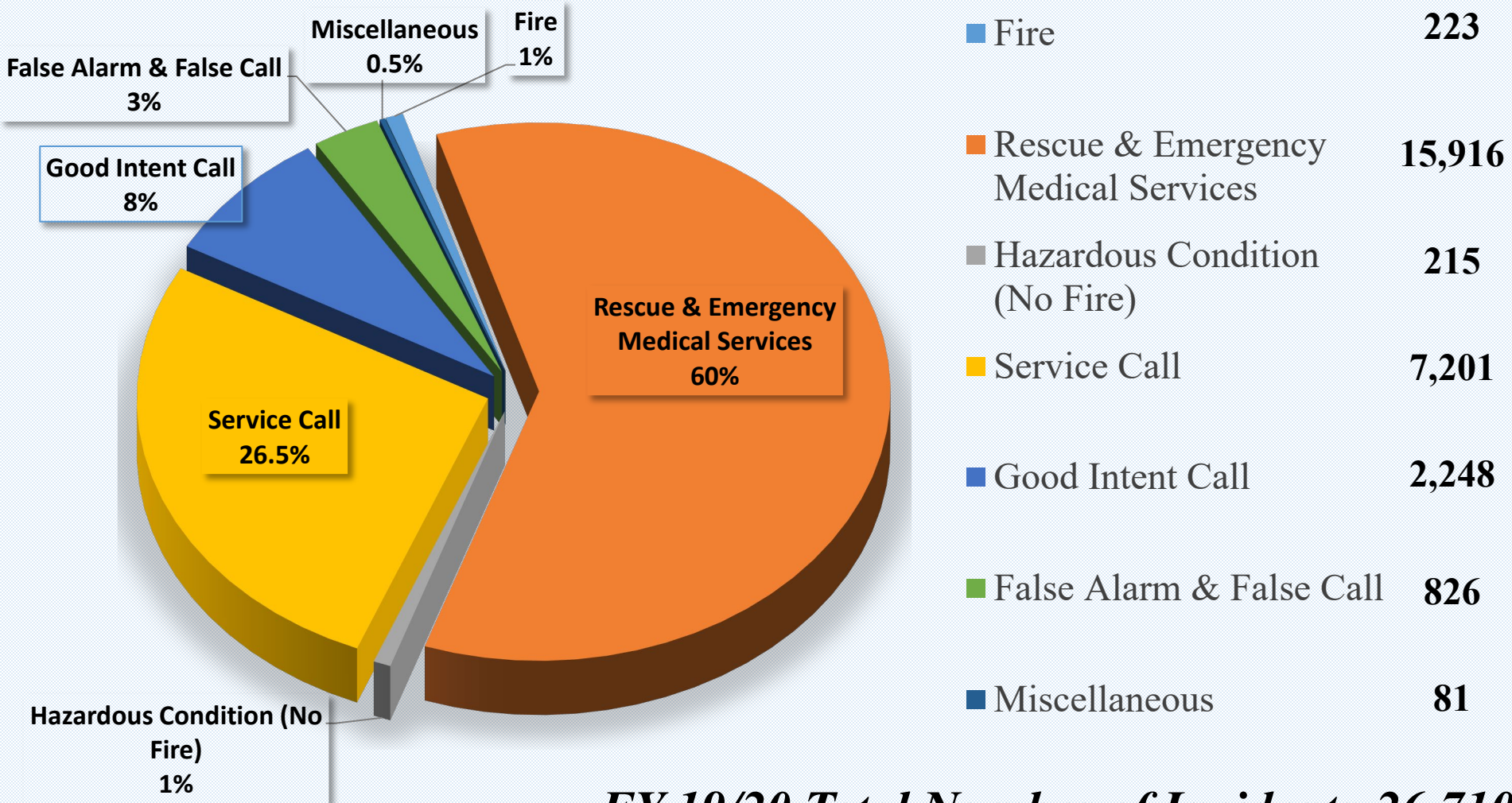
Station 46 CR 521 Wildwood (Servicing The Villages and Wildwood)

Station 47 4856 S. Morse Blvd. (Servicing The Villages and Wildwood)

Station 51 on Bonita Blvd. (Servicing The Villages)



FY19/20 Incident Types

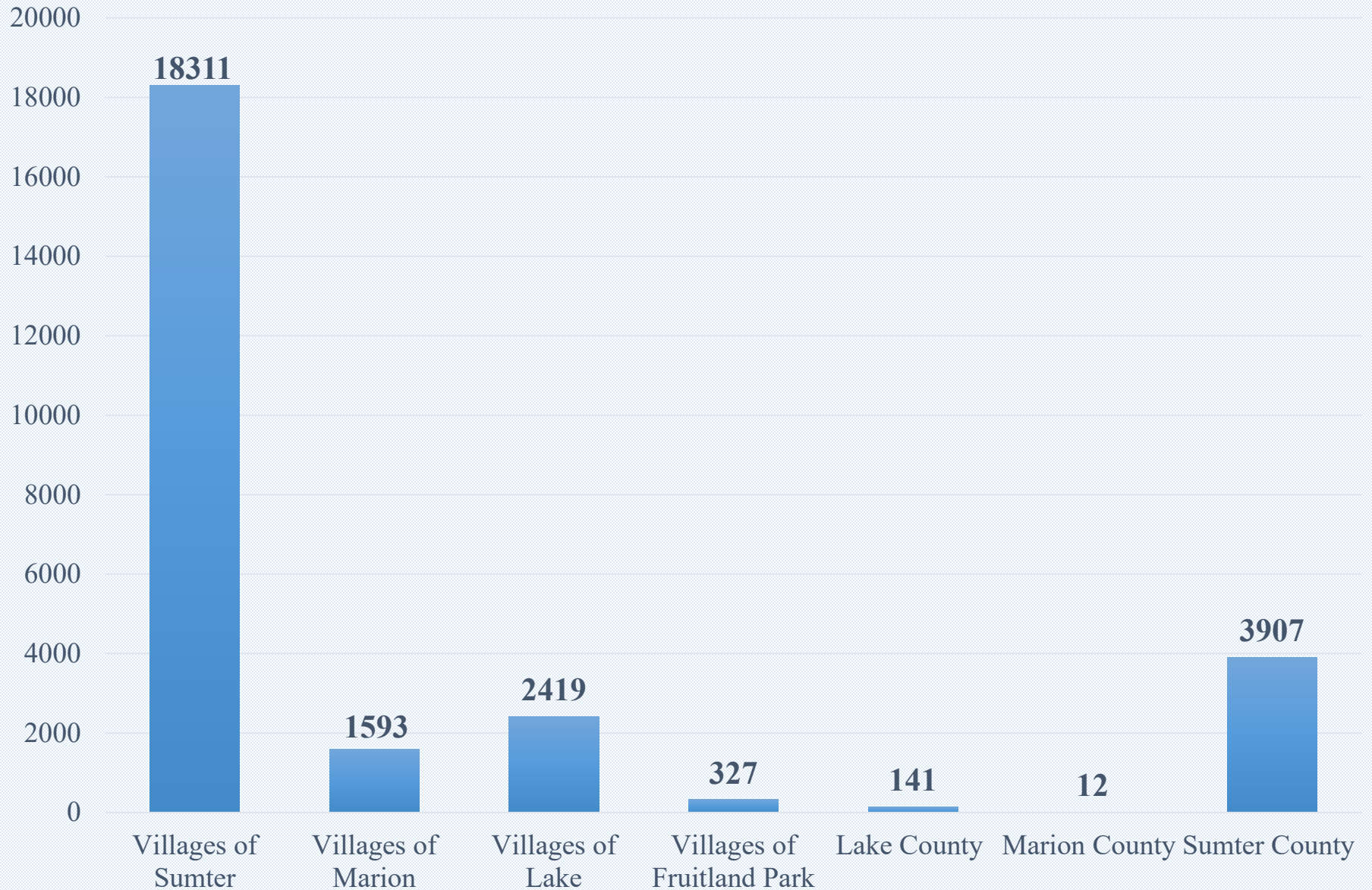


FY 19/20 Total Number of Incidents: 26,710

**May not total due to rounding*



FY19/20 Incident Locations



FYTD Total Number of Incidents: 26,710

Average Total Response Time

Total Response Time = the time duration from the beginning of the call at the Dispatch Center to personnel arriving on scene.

All Emergency Calls

Measured in minutes and seconds (mm:ss)

	Baseline (<u>Actual</u>) Performance	Benchmark (<u>Goal</u>) Performance	Performance Gap (<u>+/- difference</u>)
FY 19/20	05:54	05:30	+00:24



Percentile Response Time Reporting FAQ

- **What is a percentile?**
 - A percentile is a measure in statistics. It shows the value below which a given percentage of observations falls. For example, the 90th percentile is the value below which 90% of the observations may be found
- **Why are we analyzing response times this way?**
 - Analyzing data at a percentile level provides a more in depth way of looking at the data. We analyze the data at the 90th percentile, as required for accreditation purposes. Looking at the 90th percentile shows us how well we perform 90% of the time.
- **What is the difference between an average response time and the 90th percentile response time?**
 - The difference between the 90th percentile and an average is: the 90th percentile includes the vast majority of responses—not just half of them. Consider an average as the 50th percentile.



Total Response Time @ 90th Percentile

Total Response Time = the time duration from the beginning of the call at the Dispatch Center to personnel arriving on scene.

All Emergency Calls

Measured in minutes and seconds (mm:ss)

	Baseline (<u>Actual</u>) Performance	Benchmark (<u>Goal</u>) Performance	Performance Gap (<u>+/- difference</u>)
Fiscal Year to Date 2021	08:32	07:00	+01:32





Neighbors Saving Neighbors AED Groups

- Total Operational AED Groups: 228
- Total AED's in Service: 600
- Total Number of Responders: Over 5,500
- New Groups Forming: 29



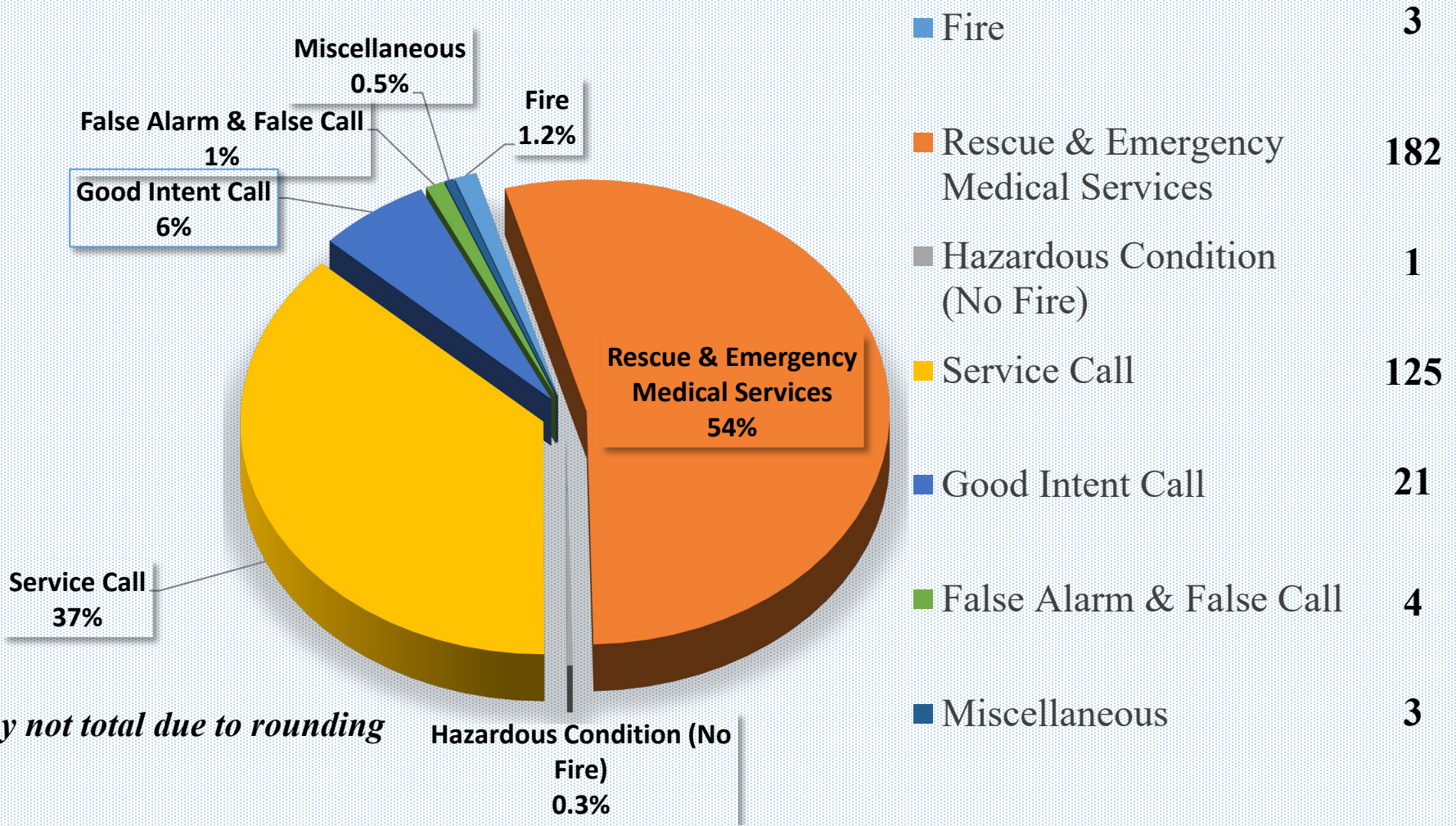
Other Services and Programs

- Training: EMS and Fire
- CERT
- Community CPR / AED and First Aid
 - Residents
 - District Departments
- Fire Prevention and Inspection
 - Smoke detector assistance
- Emergency Management
 - Hurricane Expo
 - Severe weather & natural disaster monitoring and planning



VPSD Data Specific to the City of Fruitland Park

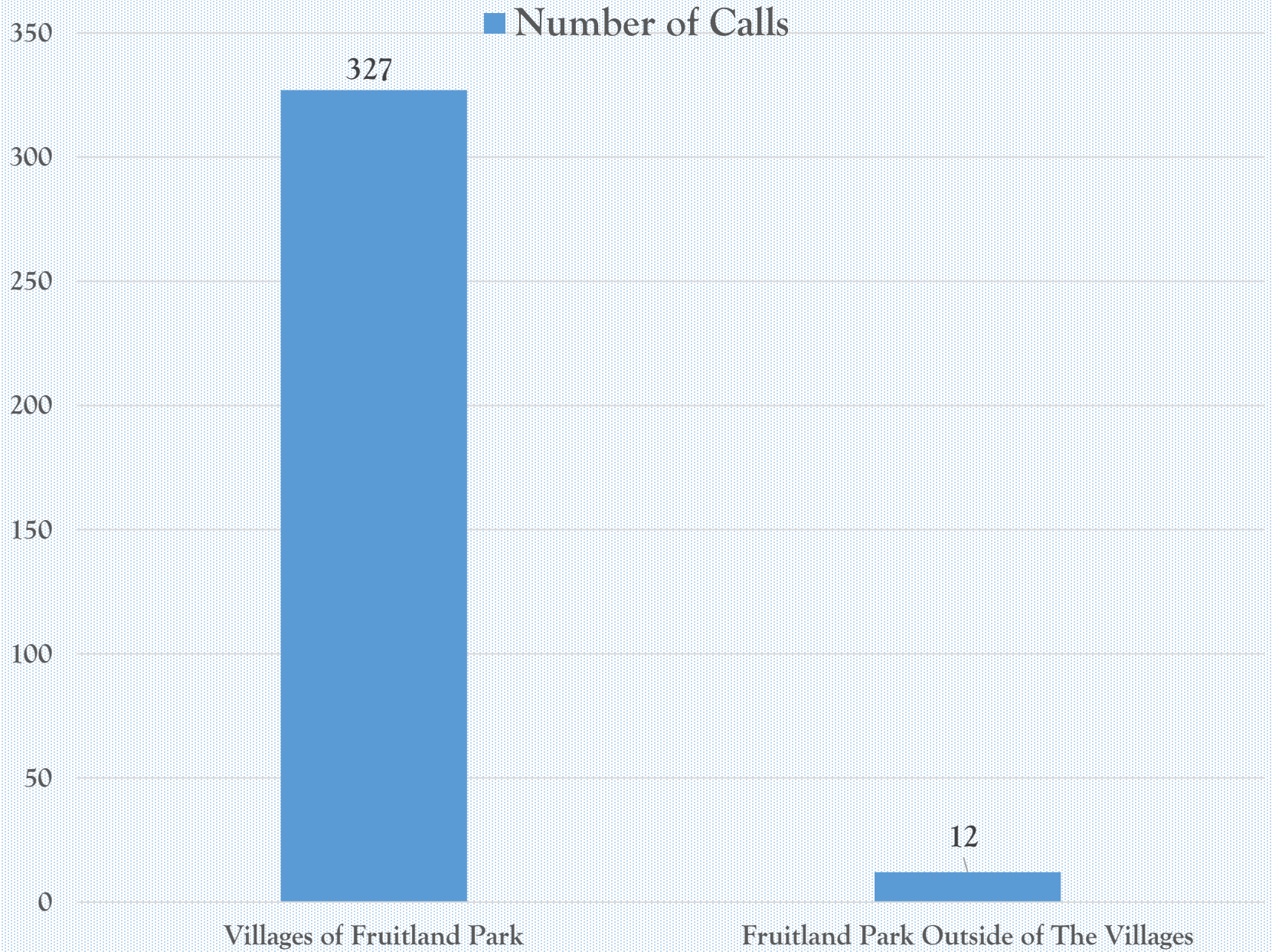
Fiscal Year 19/20 Incident Types



**May not total due to rounding*

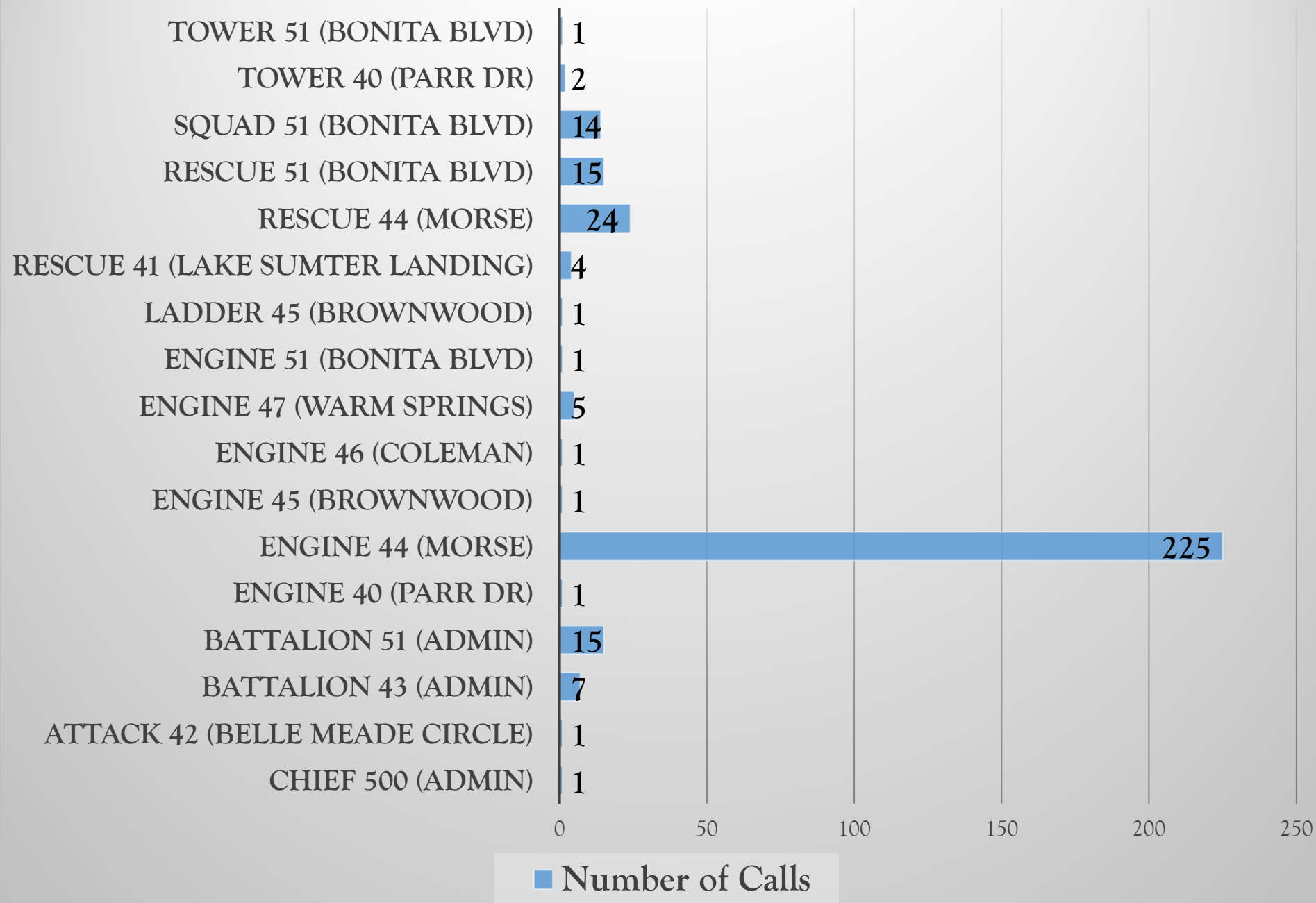
FY19/20 Total Number of Incidents:339

INCIDENT LOCATIONS





VPSD Units Responding in Fruitland Park



Average Total Response Time

Total Response Time = the time duration from the beginning of the call at the Dispatch Center to personnel arriving on scene.

All Emergency Calls

Measured in minutes and seconds (mm:ss)

	Baseline (<u>Actual</u>) Performance	Benchmark (<u>Goal</u>) Performance	Performance Gap (<u>+/- difference</u>)
Fiscal Year to Date 2021	06:45	05:30	+01:15



Total Response Time @ 90th Percentile

Total Response Time = the time duration from the beginning of the call at the Dispatch Center to personnel arriving on scene.

All Emergency Calls

Measured in minutes and seconds (mm:ss)

	Baseline (<u>Actual</u>) Performance	Benchmark (<u>Goal</u>) Performance	Performance Gap (<u>+/- difference</u>)
Fiscal Year to Date 2021	08:36	07:00	+01:36



A photograph of a firefighter's gear, including a helmet, jacket, and air cylinder, lying on the ground in front of a fire truck. The helmet has "VILLAGES FIRE-REScue" written on it. The air cylinder has "MSA" and "45" written on it. The text "Thank-You Questions?" is overlaid in a large, white, serif font.

Thank-You Questions?

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

ITEM TITLE:	Draft Regular Meeting Minutes and Resolutions
For the Meeting of:	April 22, 2021
Submitted by:	City Clerk/City Manager/City Attorney
Date Submitted:	March 19, 2021
Funds Required:	No
Account Number:	See Below
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Draft minutes and budget amendment

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. **April 8, 2021** (city clerk)
Regular meeting minutes

- b. **Resolution 2021-013 Lake County CDBG Grant Program FY 2021-22 - Spring Lake Road Water Line Enhancement** (city manager/city attorney)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE SPRING LAKE ROAD WATER LINE ENHANCEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

- c. **Resolution 2021-014 Lake County CDBG Grant Program FY 2021-22 - NW Lake Community Park ADA Playground and Equipment** (city manager/city attorney)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR NEW ADA COMPLIANT PLAYGROUND AND EQUIPMENT TO BE LOCATED AT THE NORTHWEST LAKE COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE.

d. Resolution 2021-015 Lake County CDBG Grant Program FY 2021-22 - Patricia Avenue Water Line Replacement Project (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE PATRICIA AVENUE WATER LINE REPLACEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

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 2021-010 and Budget Amendment BT2021-008.

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
April 8, 2021**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, April 8, 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; Jo-Ann Glendinning Library Director; and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Pastor Jim Keegan, New Life Church, gave the invocation and Chief Luce led in the Pledge of Allegiance to the flag.

ACTION: 6:00:59 p.m. No action was taken.

2. ROLL CALL

After Mayor Cheshire requested that Ms. Coulson call the roll, where a quorum was declared present, he noted the following changes to this evening's meeting agenda.

4.(a) Resolution 2021-011 Updated Local Mitigation Strategy Plan

The formally adopted plan to incorporate with proposed resolution after adoption.

4.(d) Library Shelving

Addendum – Interfund Budget Amendment

8.(c) Lake County League of Cities' Resignation Email

Addendum

9. Dates to Remember

April 9, 2021, Movie Night

ACTION: 6:01:27 p.m. **By unanimous consent, the city commission accepted the changes, as previously cited, to this evening's agenda.**

3. SPECIAL PRESENTATIONS

(a) Former Mayor-Commissioner Proclamation

On behalf of the city commission, Mayor Cheshire read into the record a proclamation extending 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.

ACTION: 6:02:51 p.m. After Mrs. Melba Shepherd accepted the proclamation with appreciation, she shared how her husband, a native who grew up enjoying everything he did, was hardworking; loved the city and what he would like to have been for the people and that he was a good man.

(b) Water Conservation Month Proclamation

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming the month of April 2021 as *Water Conservation Month* and called upon each citizen and businesses to protect the precious resources by practicing water-saving measures and becoming more aware of the need to conserve water.

ACTION: 6:05:29 p.m. Ms. Susan Davis, St John's River Water Management District, accepted the proclamation with thanks.

(c) National Volunteer Week Proclamation

Mayor Cheshire read into the record a proclamation proclaiming April 18 to 24, 2021 as *National Volunteer Week*; encouraged all citizens to observe this week by celebrating the important work that volunteers do every day throughout the community and highlighted the volunteers' dedicated activities performed by Messrs. Bob Ballenger, library and Mark St. Germain, police department.

ACTION: 6:07:48 p.m. Messrs. Ballenger and St. Germain accepted their proclamations with much gratitude.

4. REGULAR AGENDA

(a) Resolution 2021-011 Lake County Multi-Jurisdictional Hazard Mitigation Plan

Ms. Geraci-Carver read into the record proposed Resolution 2021-011, the substance of which is as follows:

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.

ACTION: 6:12:14 p.m. After discussion, **a motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2021-011 as previously cited.**

After further discussion, **Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.** (Lake County's adopted plan -- accepted earlier at this evening's meeting under regular agenda item 2 -- is to be incorporated with Resolution 2021-011.)

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

Ms. Geraci-Carver read into the record proposed Resolution 2021-012, the substance of which is as follows:

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.

ACTION: 6:15:13 p.m. After discussion, a motion was made by Vice Mayor Gunter and seconded by Commissioner DeGrave that the city commission adopt Resolution 2021-012 as previously cited and accepted the city manager's recommendation to accept a-not-to exceed amount of \$9,210 reflected in BESH-Half's proposal agreement.

Mr. David Serder, Unincorporated Area of Fruitland Park resident, addressed impact fees, water connection and the number of people relocating to the State of Florida.

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

(c) **South Dixie Avenue – Easements/Site Plan Discussion**

Discussion was held on easements and future planning on Dixie Avenue.

Mr. La Venia referred to recent telephone calls; the April 6, 2021 letter from Mr. Joe Greene, regarding the abandoned Dixie Boulevard (now known as Dixie Avenue) together with photographs relating to 704 South Dixie Avenue; and Lake County Property Appraiser's Office (LCPA's) record cards showing property easements belonging to CSX Transportation Inc. and Mr. Malcolm A. Cox, property owner; copies of which are filed with the supplemental papers to the minutes of this meeting.

Ms. Geraci-Carver outlined the public hearing process to consider an application, initiated by the public or the city, with the findings that the city would no longer require the easement for a public purpose; its legal authority to vacate same, and the division of ownership amongst adjacent property owners with each side as a dedicated easement. She acknowledged Vice Mayor Gunter's inquiry indicating that further research would be conducted on the ownership of same.

After discussion, Commissioner Bell suggested pursuing the review of a Planned Development and Environmental Study relating to the bicycle trails program along the railroad tracks to ensure that there are no implications on the subject easement

and Ms. Geraci-Carver concurred with Mr. La Venia's recommendation to establish ownership of same before proceeding in that regard.

Mr. Ryan Raczkowski, City of Fruitland Park resident, relayed his request for more information on the 704 South Dixie Avenue property; pointed out the exact property description -- as it relates to the origin and ownership for Mr. Cox -- which he believes to be unclear, the Fruitland Park maps dating around the 1890s and 1900s for said locations to be different, and the configuration for the railroad corridor around 1916 which he feels has changed. He requested that same be reviewed and that if further research is required and if it was the city's desire to sell as a whole, he questioned vacating as an option.

In response, Ms. Geraci-Carver explained that if the subject property was a parcel of land conveyed to the city by deed, the city would be able to sell; otherwise, if it is a dedicated easement, presumably so, then the city would not be able to sell; thus, she agreed that such easement given to the city would revert back to the original owner.

Mr. Timothy "Tim" Coates, City of Fruitland Park resident, referred to Mr. Raczkowski's statements and relayed both their intent to purchase the subject land until a determination is made on the ownership and the outcome made by the city.

Mr. Richard "Dick" Bowersox, City of Fruitland Park resident, conveyed the outcome as a result of a recent survey conducted on the property purchased at 706 and 708 South Dixie Avenue 25 years ago where they are not the owners; relayed the advice to pay the \$100 application fee before the matter is considered before the city commission, and voiced concerns as he believed the property would have been on the tax rolls where he has never paid taxes which is landlocked.

ACTION: 6:27:11 p.m. By unanimous consent, the city commission agreed with Mayor Cheshire's suggestion for staff and the city attorney to conduct further research on the South Dixie Avenue easement before proceeding on same.

(d) Library Shelving Request Discussion

Ms. Glendinning referred to the request to purchase sloped shelving for easier viewing of tiles in the adult section of the library for \$13,000 as the library impact fee application grant applied for was -- according to Ms. Nicole M. Blumenauer's March 15, 2021 memorandum -- unacceptable *as it may not address a deficiency that is not attributable to growth*. Ms. Glendinning described the request as she believed it would better serve the increasing number of senior patrons and allow for easier visibility of all materials situated on a lower shelf which is currently empty. She confirmed, in response to Mayor Cheshire's inquiry, that funds are available in the FY 2020-21 budget.

After Commissioner DeGrave pointed out Ms. Glendinning’s budget request at the August 3, 2020 workshop, she explained the need, not an emergency, for the transfer of expenditures outlined in the interfund budget amendment dated April 5, 2021; a copy of which is filed with the supplemental papers to the minutes of this meeting.

ACTION: 6:38:45 p.m. After extensive deliberation, **a motion as made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission approve staff’s request to purchase the sloped shelving at the library for \$13,200.**

Subsequent to further discussion, Mayor Cheshire concurred with Commissioner DeGrave’s statements on the need for the FY 2021-22 budget to be completely prepared, serve as a blueprint for expenditures throughout, and allow for flexibility for priorities.

Following further discussion, **Mayor Cheshire called for a roll call vote on the motion with the city commission members voting as follows:**

Commissioner Mobilian	Yes
Commissioner DeGrave	No
Vice Mayor Gunter	Yes
Commissioner Bell	Yes
Mayor Cheshire	Yes

The motion was declared carried on a four to one (4-1) vote.

5. (a) City Manager

i. Economic Development Status Update

Mr. La Venia outlined the number of activities taking place on pending future development projects.

ACTION: 7:06:00 p.m. No action was taken.

ii. COVID-19 Status Update

Mr. La Venia stated that he has no COVID-19 status reports at this time.

ACTION: 7:07:30 p.m. No action was taken.

iii. Code Enforcement

Mr. La Venia referred to the city commission’s actions at its March 11, 2021 regular meeting on permitting the code enforcement officer to issue citations and stop work orders for construction work> He outlined the process on the ability to cite individuals without issuing tickets and present the matter before the special magistrate if the issue is not abated. Mr. La Venia addressed the ability for the community development director

and the building inspector, retained by the city, to issue stop work orders; thus, he confirmed that there are no current issues.

ACTION: 7:07:31 p.m. No action was taken.

iv. Waste Management

Mr. La Venia relayed the further meetings he had with Messrs. Jose Boscan and Doug McCoy, Waste Management Inc., that the nearly completed proforma would need to be presented in the ensuing week to its regional vice president for affirmation before presenting same before the city commission at the April 22, 2021 regular meeting where they are expected to be in attendance.

After discussion, Mr. La Venia agreed with Commissioner DeGrave's request to address the solid waste and recyclable materials pricing.

ACTION: 7:09:29 p.m. and 7:25:20 p.m. No action was taken.

v. Shiloh Cemetery Lighting

Mr. La Venia conveyed his conversations with Ms. Katie Taff, Liberty Partners of Tallahassee LLC (grant management writers retained by the city) regarding the opportunity to apply for the FY 2023 State of Florida Department of State Division of Historical Resources Small Matching and Special Category grant cycle, from April 1 to June 1, 2021, to implement historic type lighting at Shiloh Cemetery and the monument street signs.

ACTION: 7:10:13 p.m. No action was taken.

vi. FY 2021-22 CDBG Grant Funding

Mr. La Venia pointed out the city commission's adoption, at its May 14, 2020 regular meeting, on Lake County's Community Development Block Grant participation for Fiscal Years 2021 to 2023; addressed his inability to attend the recent meeting due to a conflict with GatorSketch, architects retained by the city. He pointed out his subsequent conversations with Ms. Rene Bass, Lake County Housing and Human Services, who provided the FY 2021-2022 Request for Proposals (pre-application) and described the grant process where the county has funding of approximately \$1.5 million where no match is required by the United States Housing and Urban Development; however, municipalities that contribute 10 percent of the cost are reviewed favorably.

Messrs. La Venia and Dicus described reasons why Spring Lake Road water line ought to be enhanced; Patricia Avenue water line should be replaced, and the Americans with Disabilities Act compliant playground and equipment should be located at the Northwest Lake Community Park

(formerly Roy A. Cales Memorial Athletic Complex, Multipurpose Soccer Field/Recreation Complex).

ACTION: 7:10:53 p.m. No action was taken.

(b) City Attorney

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

The State of Florida Department of Management Services was not addressed at this time.

ACTION: 7:29:10 p.m. No action was taken.

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

The Michael and Laurie Fewless case was not addressed at this time.

ACTION: 7:29:10 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

The Norman C. Cummins v. Stephen P. Angelillo, Lake County Case No. 2020-CA-1026 was not addressed at this time.

ACTION: 7:29:10 p.m. No action was taken.

iv. Superior (Solutions) LLC – CentralSquare Technologies Discussion

With reference to the city commission's actions at its March 25, 2021 regular meeting allow 60 days to reach an outcome with TRAKIT/Superion (Solutions) LLC Citizens' Engagement, CentralSquare Technologies and report back to the city commission, Ms. Geraci-Carver reported that a conference call is scheduled for April 20, 2021; recognized the progress made with respect to the software program and anticipated providing an update at the next city commission meeting.

ACTION: 7:29:10 p.m. No action was taken.

6. UNFINISHED BUSINESS

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

ACTION: 7:29:53 p.m. No action was taken.

7. PUBLIC COMMENTS

Mr. Serder outlined reasons why the city is a wonderful place to live.

ACTION: 7:29:56 p.m. No action was taken.

8. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

Commissioner Mobilian anticipated that he would provide an update after attending the April 28, 2021 Lake~Sumter Metropolitan Planning Organization (LS~MPO) Meeting.

Commissioner Mobilian announced that he will be absent from the city commission regular meeting on May 13, 2021 and requested to be excused.

ACTION: 7:34:04 p.m. and 7:36:20 p.m. No action was taken.

(b) Commissioner DeGrave

Commissioner DeGrave stated that he has nothing to report at this time.

ACTION: 7:34:14 p.m. No action was taken.

(c) Commissioner Bell

Confirmed that he submitted an email on April 5, 2021 expressing appreciation and tendering his resignation as Lake County League of Cities' (LCLC's) representative on the Tourist Development Council; a copy of which is filed with the supplemental papers to the minutes of this meeting.

Commissioner Bell stated that he is still serving on the Parks and Trails Advisory Board and as vice president of the LCLC.

ACTION: 7:34:21 p.m. No action was taken.

(d) Vice Mayor Gunter, Jr.

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

ACTION: 7:35:39 p.m. No action was taken.

9. MAYOR'S COMMENTS

Dates to Remember

Mayor Cheshire announced the following events:

- April 9, 2021, *Dolittle* Movie Night, 205 W Berckman Street, Fruitland Park, Florida at 6:30 p.m.
- 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, LS~MPO, 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.;

April 8, 2021 Regular Minutes

- 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.

ACTION: 7:35:42 p.m. No action was taken.

10. ADJOURNMENT

There being no further business to come before the city commission at this time, on motion made, second and unanimously carried, the meeting adjourned at 7:37 p.m.

The minutes were approved at the April 22, 2021 regular meeting.

Signed _____
Esther B. Coulson, City Clerk, MMC

Signed _____
Chris Cheshire, Mayor

RESOLUTION 2021-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE SPRING LAKE ROAD WATER LINE ENHANCEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to apply for Lake County Community Development Block Grant funding for the Spring Lake Road Water Line Enhancement Project; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to apply for grant funding for these purposes and desires to authorize the city manager to submit any necessary application and documentation to the Lake County CDBG Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission authorizes the City Manager submit application to the Lake County Community Development Block Grant Program for the Spring Lake Road Water Line Enhancement Project in the City of Fruitland Park, Florida, described in the proposal and to submit the application and any other necessary documentation in support thereof.

Section 2. The City Commission confirms the City will implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

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 22nd 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 2021-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR NEW ADA COMPLIANT PLAYGROUND AND EQUIPMENT TO BE LOCATED AT THE NORTHWEST LAKE COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to apply for Lake County Community Development Block Grant funding for new Americans with Disabilities Act compliant playground and equipment to be located at the Northwest Lake Community Park; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to apply for grant funding for these purposes and desires to authorize the city manager to submit any necessary application and documentation to the Lake County CDBG Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission authorizes the City Manager to submit application to the Lake County Community Development Block Grant Program for the new ADA Compliant Playground – Northwest Lake Community Park Project described in the proposal and to submit any other necessary documentation in support thereof.

Section 2. The City Commission confirms the City will implement the activities in a manner to ensure compliance with all applicable federal, state and local laws and regulations.

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 22nd 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 2021-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE PATRICIA AVENUE WATER LINE REPLACEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to apply for Lake County Community Development Block Grant funding for the Patricia Avenue Water Line Replacement Project; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to apply for grant funding for these purposes and desires to authorize the city manager to submit any necessary application and documentation to the Lake County CDBG Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission authorizes the City Manager to submit application to the Lake County Community Development Block Grant Program for the Patricia Avenue Water Line Replacement Project in the City of Fruitland Park, Florida, described in the proposal and to submit the application and any other necessary documentation in support thereof.

Section 2. The City Commission confirms the City will implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

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 22nd 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

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

ITEM TITLE: Storm Debris –Lake County ILA
For the Meeting of: April 22, 2021
Submitted by: City Manager
Date Submitted: April 9, 2021
Funds Required:
Attachments: Yes, LC ILA

Item Description: **Storm Debris – Lake County Interlocal Agreement** for collection of storm debris from streets and right-of-way as shown on the attached.

Action to be Taken: Deny

Staff's Recommendation: N/A

Additional Comments: None

City Manager Review: Yes

Mayor Authorization: Yes

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

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

WITNESSETH:

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

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

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

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

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

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

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

OR

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

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

3. County Obligations.

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

service.

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

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

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

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

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

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

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

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

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

8. Notices.

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

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

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

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

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

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

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

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

ATTEST:


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


COUNTY

LAKE COUNTY, FLORIDA, through its Board of County Commissioners


 Timothy I. Sullivan, Chairman

This 21 day of August, 2018.

Approved as to form and legality:


 Melanie Marsh, County Attorney

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND FRUITLAND PARK REGARDING DEBRIS REMOVAL

CITY

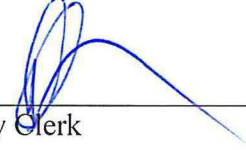
CITY OF FRUITLAND PARK, FLORIDA



Chris Cheshire, Mayor

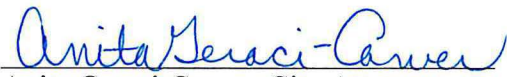
This 28 day of June, 2018.

ATTEST:



City Clerk

Approved as to form and legality:



Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Virtual Inspections Discussion
For the Meeting of: April 22, 2021
Submitted by: City Manager
Date Submitted: April 9, 2021
Funds Required:
Attachments:

Item Description: Virtual Inspections Discussion on the issuance of a permit for solar tubes, doors, windows, air-conditioning, and water heater changeouts.

Action to be Taken:

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: 5c**

ITEM TITLE:	2021 City Commission Meeting Schedule
For the Meeting of:	April 22, 2021
Submitted by:	City Manager/City Treasurer
Date Submitted:	April 16, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	FY 2021-22 Budget Calendar

Item Description: **2021 Meeting Schedule**, discuss tentative dates and times of the city commission future meetings and workshops.

Action to be Taken:

Staff's Recommendation: Confirm 2021 dates for workshops.

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes



Fruitland Park
Fiscal Year 2021-2022 Budget Calendar

DATE	ACTIVITY	PARTIES INVOLVED
April		
April 5-9	Estimate Personal Services	Finance Director
April 14 Weds	Distribute budget material and schedule to department heads and City Manager	Finance Director
May		
May 3-6	Compute preliminary revenue, and fixed cost for FY2022	Finance Director
May 7	<u>FY2022 budget worksheets due back to City Finance Director</u>	Department Heads
May 10-14	Input proposed Department Budgets	Finance Staff
May 17-21	Input revenue, CRA and capital projects--Balance budget -- Final Review--	Finance Director Manager
June		
On or before June 1	Best Estimate of Assessed Value from Property Appraiser (May 28th)	Property Appraiser
June 2-4	Prepare budget workbooks for CM & departments	Finance Director
June 7	City Manager's review of department requests	Manager
Jun 8-10	City Manager's and Finance Director review department's budget requests with Department Heads <u>Tues 6/8</u> <u>Weds 6/9</u> <u>Thurs 6/10</u> 10:00 Finance/Exec/OGS 10:00 Police 9:00 Public Works 11:00 Library 14:30 B&Z 10:00 Utilities 14:30 Recreation 15:30 Fire	
Jun 14-18	Add City Manager's budget changes	Finance Director
June 21-22	City Manager reviews changes	Finance Director, Manager
June 23	Manager finalizes & provides FY 2022 budget message to Finance Director	Manager
June 28 Monday	Receive Taxable Value from Property Appraiser (Form DR 420) On or before July 1	Property Appraiser
JULY		
July 1	Estimated Fire Assessment Revenues due to Property Appraiser for TRIM	Finance Director
Jun 29-Jul 1	Compile CM's FY2022 Budget	Finance Director, Manager
July 8th	Preliminary Fire Assessment Resolution	GSG/Attorney
July 8 *Thursday*	6:00 Set Proposed Millage Rate at City Commission Meeting City Manager out of town on Jul 22nd	Commission
July 14 th	Budget book of proposed FY2022 Budget to City Manager	Finance Director
July 20-22	Print & assemble proposed FY 2022 Budget books	Finance Director
July 22 Thursday	Confirm dates (Aug 2nd & 3rd) for August budget workshops with Manager & Commission	Manager
July 22	Proposed FY2022 Budget Workbooks to City Commission	Finance Director
July 23	Notification to Property Appraiser of the Proposed Millage Rate, RBR, Date, Time and Place of the Tentative Budget Hearing (Deadline: 8/2/2021)	Finance Director

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

ITEM TITLE: CITY MANAGER'S REPORT
For the Meeting of: April 22, 2021
Submitted by: City Manager
Date Submitted: April 13, 2021
Funds Required: Yes
Attachments:

Item Description: City Manager's Report

- i. Economic Development Status Update
- ii. COVID-19 Status Update
- iii. Waste Management

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: 6b**

ITEM TITLE: CITY ATTORNEY REPORT
For the Meeting of: April 22, 2021
Submitted by: Anita Geraci-Carver
Date Submitted: April 15, 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. Last record activity was October 8, 2020.

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

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

ITEM TITLE:	Mirror Lake NSBB™ Project Revised Proposal/Agreement
For the Meeting of:	April 22, 2021
Submitted by:	City Manager/City Attorney
Date Submitted:	April 15, 2020
Funds Required:	No
Account Number:	N/A
Amount Required:	N/A
Balance Remaining:	N/A
Attachments:	Proposal/Agreement

Item Description: **Mirror Lake NSBB™ Project Revised Proposal** – At the February 25, 2021 regular meeting, the city commission adopted Resolution 2021-007 entering into an agreement with BESH-Halff for civil engineering surveying services to complete the Mirror Lake Baffle boxes project and directed staff to follow-up with the Lake County Water Authority to determine the ability to proceed with three nutrient separating baffle boxes from the 2020 Stormwater Grant of \$400,000.

The revised agreement includes the public records language under Chapter 119, Florida Statutes.

Action to be Taken: **Approval.**

Staff's Recommendation: Approval.

Additional Comments:

City Manager Review: Yes

Mayor Authorization: Yes



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. 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: 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: 8**

ITEM TITLE:	Public Comments
For the Meeting of:	April 22, 2021
Submitted by:	City Clerk
Date Submitted:	April 9, 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.

Copyright © 1995-2020 The Florida Legislature • [Privacy Statement](#) • [Contact Us](#)