

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

April 13, 2023

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Reverend Dr. Pastor George A Mulford III, Grace Bible Baptist Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATION (city manager/police chief)

- i. 2022 Officer of the Year Award**
- ii. New Police Officer Introductions**
- iii. Educational Recognitions**

4. CONSENT AGENDA

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

(a) Approval of Minutes (city clerk)

Motion to consider the approval of the March 23, 2023 regular meeting minutes.

(b) Resolution 2023-024 Lemon Street Baffle Box Construction – LCWA 2023 Stormwater Grant Program Agreement (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY WATER AUTHORITY 2023 STORMWATER GRANT PROGRAM AGREEMENT TO FUND CITY OF FRUITLAND PARK LEMON STREET BAFFLE BOX CONSTRUCTION; AUTHORIZING THE MAYOR TO SIGN THE GRANT PROGRAM AGREEMENT; PROVIDING ASSURANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) Resolution 2023-025 Provision of Library Services Am. ILA** (city attorney/city manager/library director)

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING AMENDMENT TO AGREEMENT RELATING TO PROVISION OF LIBRARY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

- Resolution 2023-026 Settlement Agreement and Release – Fewless v. City of Fruitland Park** (city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN MICHAEL FEWLESS AND LAURIE FEWLESS, THE CITY OF FRUITLAND PARK, FLORIDA AND PREFERRED GOVERNMENTAL CLAIMS SOLUTIONS; RATIFYING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

6. (a) City Manager

- i. Economic Development Status Update**
- ii. Commercial Developments Permits Issued Status Update**
- iii. 2020 Census (City Redistricting Map) Status Update**

(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. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845**
- iv. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
- v. Code of Ordinances – Codification**
- vi. LDR Codification**
- vii. Kaitlin Delong vs. City of Fruitland Park, Lake County Case No. 2022-CA-00463**

7. UNFINISHED BUSINESS

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 Bell

(c) Commissioner Gunter

(d) Vice Mayor DeGrave

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

- April 14, 2023, *State of Elections*, Lake County League of Cities, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- April 15, 2023, Community Yard Sale, Community Center, 205 West Berckman Street, Fruitland Park, Florida 34731 at 8:00 a.m.;
- April 21, 2023, Comedy Night, 205 West Berckman Street, Fruitland Park, Florida 34731 at 8:00 p.m.;
- April 21-23, 2023 The Mark Wandall Foundation's Annual Comfort Zone Camp Program, Warren Willis Retreat Center, 4990 Picciola Road, (Unincorporated) Fruitland Park, Florida 34731 [The Mark Wandall Foundation's Annual Comfort Zone Camp Program | City of Fruitland Park Florida](#)

- April 26, 2023, Lake~Sumter Metropolitan Planning Organization, Governing Board Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida at 2:00 p.m.;
- April 27, 2023, City Commission regular at 6:00 p.m.;
- April 28, 2023, Cornhole Tournament, Gardenia Park, 205 West Berckman Street, Fruitland Park, Florida 34731 at 7:00 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 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 MOD

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

ITEM TITLE: Special Presentation – Police Department Personnel

MEETING DATE: Thursday, April 13, 2023

DATE SUBMITTED: Tuesday, April 4, 2023

SUBMITTED BY: City Manager/Police Chief

BRIEF NARRATIVE: Police Department Personnel

- i. **2022 Officer of the Year Award**
- ii. **New Police Officer Introductions**
- iii. **Educational Recognitions**

FUNDS BUDGETED: None

ATTACHMENTS: None

RECOMMENDATION: None

ACTION: None

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

ITEM TITLE: Draft Minutes, Resolution 2023-024 and 2023-025
MEETING DATE: Thursday, April 13, 2023
DATE SUBMITTED: Wednesday, April 5, 2023
SUBMITTED BY: City Attorney/City Manager/City Clerk/Public Works Director and Library Director

BRIEF NARRATIVE: 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) **Approval of Minutes** (city clerk)
 - **March 23, 2023 regular meeting**

- (b) **Resolution 2023-024 Lemon Street Baffle Box Construction – LCWA 2023 Stormwater Grant Program Agreement** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY WATER AUTHORITY 2023 STORMWATER GRANT PROGRAM AGREEMENT TO FUND CITY OF FRUITLAND PARK LEMON STREET BAFFLE BOX CONSTRUCTION; AUTHORIZING THE MAYOR TO SIGN THE GRANT PROGRAM AGREEMENT; PROVIDING ASSURANCES; AND PROVIDING FOR AN EFFECTIVE DATE. (Grant not to exceed \$264,000, minimum match required \$66,000, and Resolution 2023-024 Cooperative Stormwater Initiative Grant of \$330,00 was adopted on January 12, 2023.)

- (c) **Resolution 2023-025 Provision of Library Services Amended ILA** (city attorney/city manager/library director)

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING AMENDMENT TO AGREEMENT RELATING TO PROVISION OF LIBRARY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

FUNDS BUDGETED: (See (b) above.)
ATTACHMENTS: Draft minutes and proposed resolution
RECOMMENDATION: Approval
ACTION: Approve the consent agenda

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
March 23, 2023**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, March 23, 2023, at 6:00 p.m.

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

Member Absent: Commissioner Chris Bell

Also present: Gary La Venia City Manager; City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; Police Chief Erik Luce, Public Works Director Robb Dicus; Parks and Recreation Director Michelle Yoder; Michael “Mike” Rankin, Interim Community Development Director, LPG Urban Regional Planners Inc. (consultant retained by the city); Lake County Firefighter/Paramedic Lieutenant Christopher “Chris” Albert and Firefighter Trevor Levy Emergency Medical Technician, Lake County Fire Rescue, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

Mayor Cheshire called the meeting to order, Ms. Rosalind Peeples, Mount Pleasant AME Church, gave the invocation and Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:00:18 p.m. No action was taken.

2. ROLL CALL

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

ACTION: 6:01:52 p.m. **By unanimous consent and upon Mayor Cheshire’s announcement, the city commission excused the absence of Commissioner Chris Bell at this evening’s meeting.**

3. SPECIAL PRESENTATIONS

(a) Water Conservation Month Proclamation – April 2023

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming the month of April 2023 as *Water Conservation Month* and called upon each citizen and businesses to help protect our precious resource by practicing water-saving measures and becoming more aware of the need to save water with a special focus on fixing leaks and preventing all forms of water loss.

After Ms. Susan Davis, St. John’s River Water Management District, recognized the 25th anniversary of water conservation month and highlighted some of the facts on leaks, Mayor Cheshire cited the city’s water conservation practices and existing procedures to ensure that users do not have leaks or broken meters. (Copies of

these documents are filed with the supplemental papers to the minutes of this meeting.)

ACTION: 6:02:13: p.m. After the proclamation was accepted with gratitude by Ms. Davis.

By unanimous consent, Mayor Cheshire took the following items out of order on this evening's agenda.

(c) Ashley's House and Cottage – Transition Home in Fruitland Park for Homeless Women Veterans Presentation

At Mayor Cheshire's request, Villagers for Veterans Vice President Kathryn Wilgus, acknowledged the presence of Founder and President Marie Bogdonoff, VOFV (Pine Ridge) resident; mentioned the attendance of Treasurer Paul Immordino, and identified the veterans at this evening's meeting. She described the veterans' program and gave a power-point presentation on the recently purchased Ashley's House and Cottage (formerly known as Esther's House) located on 36240 East Spring Lake Boulevard in the Fruitland Park Unincorporated Area. (A copy of the presentation is filed with the supplemental papers to the minutes of this meeting.)

After Ms. Bogdonoff indicated that Villagers for Veterans is seeking to partner with the city to sponsor and/or participate in future events honoring veterans; described the women veterans' homeless program, and announced the May 20, 2023 opening of Ashley's House in Fruitland Park, Mayor Cheshire encouraged her to communicate with Ms. Yoder regarding the city's events.

ACTION 6:07:42 p.m. No action was taken.

(b) February 11, 2023 5k Love Run Check Presentation

Ms. Yoder reviewed the February 11, 2023 5k Love Run summary outlining the sponsorships' donations, expenses, and proceeds totalling \$2,503.27 (Oak Park Middle School for \$1,252.63 and Rock@Leesburg High School for \$1,251.64).

Ms. Lori A. Humphrey, Lake County School District and facilitator representing "The Rock" at Leesburg High School; described the faith-based program to meet one hundred percent of the daily needs of all students and expressed heartfelt gratitude for the donations.

ACTION: 6:21:44 p.m. No action was taken.

4. CONSENT AGENDA

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

(a) Approval of Minutes

March 9, 2023 regular meeting minutes.

(b) Resolution 2023-019 - Election Polling Places – Lake SOE – MOA

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT FOR POLLING PLACE – 2024 – PRECINCT #530 BETWEEN LAKE COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF FRUITLAND PARK FOR THE USE OF FRUITLAND PARK'S COMMUNITY CENTER FOR THE MARCH 19, 2024 PRESIDENTIAL PREFERENCE PRIMARY ELECTION, AUGUST 20, 2024 PRIMARY ELECTION AND NOVEMBER 5, 2024 GENERAL ELECTION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:28:52 p.m. **On motion of Vice Mayor DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the consent agenda as previously cited.**

5. (a) Resolution 2023-017 Civil Engineering and Surveying Services – CR 466A Phase 3B Utility Adjustments – Halff Associates Inc.

Ms. Geraci-Carver read into the record Resolution 2023-017, the title of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AGREEMENT/PROPOSAL FOR CR 466A PHASE 3B UTILITY ADJUSTMENTS DATED FEBRUARY 14, 2023 FROM HALFF IN AN AMOUNT NOT TO EXCEED \$83,600 FOR ENGINEERING, SURVEYING, PERMITTING, ADMINISTRATIVE, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES ANC REIMBURSABLES; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the February 23, 2023 meeting.)

ACTION: 6:29:15 p.m. **A motion was made by Commissioner Gunter and seconded by Commissioner Mobilian that the city commission adopt Resolution 2023-017 as previously cited.**

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

(b) Resolution 2023-020 Underground 10' Utility Easement City of Leesburg Electric - New Public Works Building

The city commission considered its action on the adoption of proposed Resolution 2023-020, the title of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, TO APPROVE THE PERMANENT UNDERGROUND UTILITY AGREEMENT FROM THE CITY OF FRUITLAND PARK IN FAVOR OF THE CITY OF LEESBURG, FLORIDA TO PROVIDE ELECTRIC SERVICE TO THE PUBLIC WORK'S BUILDING; AUTHORIZING THE MAYOR TO SIGN THE EASEMENT; PROVIDING FOR AN EFFECTIVE DATE

ACTION: 6:30:40 p.m. On motion of Vice Mayor DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission postponed its action on previously cited Resolution 2023-020 to the April 13, 2023 meeting at staff's request for more information.

(c) Resolution 2023-021 Public Works Building Project – Change Order #1 City of Leesburg Electric - CT Metering Equipment – GSB Construction and Development Inc.

Ms. Geraci-Carver read into the record Resolution 2023-021, the title of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. TO PROVIDE FOR AN INCREASE OF \$4,349.19 IN THE STIPULATED SUM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:31:18 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2023-021 as previously cited.

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

(d) **Resolution 2023-022 - Public Works Building Project – Change Order #2 PVC Pipe Credit – GSB Construction and Development Inc.**

Ms. Geraci-Carver read into the record Resolution 2023-022, the title of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. TO PROVIDE FOR A REDUCTION OF \$8,000.00 IN THE STIPULATED SUM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:31:18 p.m. and 6:36:26 p.m. After discussion, a **motion was made by Commissioner Mobilian and seconded by Commissioner Gunter that the city commission adopt Resolution 2023-022 as previously cited.**

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

(e) **Resolution 2023-023 - Public Works Building Project – Change Order #3 Fire Sprinkler System – GSB Construction and Development Inc.**

Ms. Geraci-Carver read into the record Resolution 2023-023, the title of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CHANGE ORDER NO. 3 TO THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. TO PROVIDE FOR A DECREASE OF \$18,450.00 IN THE STIPULATED SUM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:31:18 p.m. and 6:37:25 p.m. After discussion, a **motion was made by Vice Mayor DeGrave and seconded by Commissioner Gunter that the city commission adopt Resolution 2023-023 as previously cited.**

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

By unanimous consent, Mayor Cheshire opened the public hearings 1at this evening's meeting.

PUBLIC HEARING

(f) Second Reading and Public Hearing - Ordinance 2023-001 Boundary Amendment (Annexation) - 19.10± Acres Multi-Family Medium – South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2023-001, Ms. Geraci-Carver read into the record the following title, and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 19.10 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on March 9, 2023.)

In response to Mayor Cheshire's inquiry, Mr. Rankin addressed the applicant's desire to present an alternative plan where Mr. Logan J. Opsahl, Lowndes et.al, Attorney representing the applicant, gave a power-point presentation featuring the project's location with the proposed bubble plan (R-10 zoning mixed multifamily asset classes of detached cottages and town homes of 190 units) where he indicated addressed the city commission's concerns raised at the March 9, 2023 regular meeting.

After discussion and following Ms. Geraci-Carver's recommendation for the subject item to be continued and for the master development agreement with a zoning ordinance be extended, Mr. Opsahl agreed in that regard to include Ordinances 2023-002 and 2023-003 under Items 5.(g) and (h) on this evening's agenda.

Subsequent to considerable discussion, Mr. Charles "Chuck" C. Hiott, Halff Associates, Inc. (consultants retained by the city), voiced concerns on the presentation of a conceptual plan resulting in 178 units with the potential of more

prior to the final engineering; thus, the reason for not providing a more detailed layout to which Mr. Rankin voiced his commitment to work with the applicant.

Commissioner DeGrave recalled and later in the meeting addressed the city commission's enactment of Utility Service Provision Outside Municipal Boundaries, Unincorporated Areas Ordinance 2019-013 on October 10, 2019; a copy of which is filed with the supplemental papers to the minutes of this meeting.

After Mayor Cheshire recognized the concerns raised earlier by Vice Mayor DeGrave on the quality-of-life issues for the proposed development, he referred to the applicant's concurrence with the advice given at the March 9, 2023 meeting to provide the information including the new preliminary site (conceptual) plan to which Mr. Opsahl addressed the plan to work with staff and the applicant on a revised unit count.

ACTION: 6:38:19 p.m. and 7:22:33 p.m. After considerable deliberations, **and on motion Vice Mayor DeGrave, seconded by Commissioner Gunter and unanimously carried, the city commission continued the enactment of Ordinance 2023-001 as previously cited to the May 11, 2023 meeting.**

- (g) Second Reading and Public Hearing Ordinance 2023-002 SSCPA – 19.10+ Acres Multi-Family Medium – South of Urick Street and West of Thomas Avenue - Petitioner: Kimaya, LLC**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY MULTI-FAMILY MEDIUM DENSITY OF 19.10 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on March 9, 2023.)

ACTION: 7:17:11 p.m. **On motion of Commissioner Gunter, seconded by Commissioner Mobilian and unanimously carried, the city commission continued the enactment of Ordinance 2023-002 as previously cited to the May 11, 2023 meeting.**

QUASI-JUDICIAL PUBLIC HEARING

- (h) **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2023-003 Rezoning - South of Urick Street and West of Thomas Avenue Petitioner: Kimaya, LLC**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 19.10 +/- ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (A) TO CITY OF FRUITLAND PARK R-10 WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF URICK STREET AND WEST OF THOMAS AVENUE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on March 9, 2023.)

ACTION: 7:17:36 p.m. **On motion of Commissioner Gunter, seconded by Vice Mayor DeGrave and unanimously carried, the city commission continued the enactment of Ordinance 2023-003 as previously cited to the May 11, 2023 meeting.**

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

6. (a) **City Manager
Economic Development Status Update**

Mr. La Venia did not give a status on economic development; however, he acknowledged the presence of Mr. Walter A. Nickel, PE, Wright-Pierce Inc. (engineering and surveying consultant retained by the city), who will be working on CR 466A roadway project improvements.

ACTION: 7:17:51 p.m. No action was taken.

- (b) **City Attorney**
i. City of Fruitland Park v. State of Florida Department of Management Services

Ms. Geraci-Carver had nothing to report on the State of Florida Department of Management Services at this time.

ACTION: 7:18:49 p.m. No action was taken.

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

Ms. Geraci-Carver reported that in the Michael and Laurie Fewless case, the parties' request for continuance was denied by the court and she will provide more information if a settlement is not reached and if there will be a trial.

ACTION: 7:18:49 p.m. No action was taken.

iii. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845

Ms. Geraci-Carver had nothing to report on the U.S. Bank National Association v. Robert More Lake County Case No. 2022-CA-00845.

ACTION: 7:18:49 p.m. No action was taken.

iv. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628

Ms. Geraci-Carver had nothing to report on the Wayne Goodridge and Tammy Goodridge Lake County Case No. 2022-CA-1628 at this time.

ACTION: 7:18:49 p.m. No action was taken.

v. Fruitland Park Official City Code

Ms. Geraci-Carver had nothing to report in the official city code at this time.

ACTION: 7:18:49 p.m. No action was taken.

vi. Kaitlin Delong vs. City of Fruitland Park, Lake County Case No. 2022-CA-00463

Ms. Geraci-Carver had nothing to report on the Kaitlin Delong Lake County Case No. 2022-CA-00463 at this time.

ACTION: 7:18:49 p.m. No action was taken.

7. UNFINISHED BUSINESS

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

ACTION: 7:19:30 p.m. No action was taken.

8. PUBLIC COMMENTS

Later in the meeting, Ms. Wilgus presented the women's veterans shirt and token to some of the veterans at this evening's meeting.

Mr. Carl Yauk, The Villages of Fruitland Park (Pine Hills) resident, referred to the Water Conversation month's statistics and suggested that same be promoted in the media.

Mr. Yauk recalled the city commission's direction at its March 9, 2023 regular meeting regarding the petitioner, Kimaya, LLC's proposed development addressed earlier on this evening's agenda and voiced support of the city commission in this regard.

ACTION: 7:22:33 p.m. No action was taken.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

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

ACTION: 7:19:32 p.m. No action was taken.

(b) Commissioner Bell

Commissioner Bell was absent from this evening's meeting.

ACTION: 7:19:35 p.m. No action was taken.

(c) Commissioner Gunter

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

ACTION: 7:19:35 p.m.

(d) Vice Mayor DeGrave

Vice Mayor DeGrave stated that he had nothing to report at this time.

ACTION: 7:19:38 p.m. No action was taken.

10. MAYOR'S COMMENTS

(a) Comfort Zone Camp-Volunteers Needed for Children's Grief Camp

Mayor Cheshire referred to The Mark Wandall Foundation's Annual Comfort Zone Camp Program where they are seeking volunteers for its virtual training (to be held on March 27 and 28, 2023) for the April 21 to 23rd Camp Program to be held in the Unincorporated Area of Fruitland Park and indicated that such information will be available on the city's website and social media page. (A copy of the flyer is filed with the supplemental papers to the minutes of this meeting.)

ACTION: 7:19:42 p.m. No action was taken.

(b) Dates to Remember

Mayor Cheshire recognized the following events:

- March 25, 2023, Fruitland Park Day with BBQ Cook Off, Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.

- April 1, 2023, Mommy and Son Mess, Northwest Lake Soccerfield, 300 Shiloh Street, Fruitland Park, Florida 34731 at 10:00 a.m.;
- April 5, 2023 (April 6, 2023 to April 15, 2023) 102nd Annual Lake County Fair, Eustis, Florida
- April 13, 2023, City Commission regular at 6:00 p.m.;
- April 14, 2023, *State of Elections*, Lake County League of Cities, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- April 21, 2023, Comedy Night, 205 West Berckman Street, Fruitland Park, Florida 34731 at 8:00 p.m.;
- April 26, 2023, Lake~Sumter Metropolitan Planning Organization, Governing Board Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida at 2:00 p.m.;
- April 27, 2023, City Commission regular at 6:00 p.m.

ACTION: 7:20:50 p.m. No action was taken.

13. ADJOURNMENT

The meeting adjourned at 7:32 p.m.

The minutes were approved at the March 23, 2023, regular meeting.

Signed
Esther B. Coulson, City Clerk, MMC

Signed
Chris Cheshire, Mayor

RESOLUTION 2023-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE LAKE COUNTY WATER AUTHORITY 2023 STORMWATER GRANT PROGRAM AGREEMENT TO FUND CITY OF FRUITLAND PARK LEMON STREET BAFFLE BOX CONSTRUCTION; AUTHORIZING THE MAYOR TO SIGN THE GRANT PROGRAM AGREEMENT; PROVIDING ASSURANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to effectively manage stormwater within the City of Fruitland Park including but not limited to collecting storm water runoff, providing for storm water capture and discharge points, reducing runoff, and improving water quality; and

WHEREAS, the City has identified storm water related deficiencies within the City of Fruitland Park at Lemon Street and desires to make improvements to improve the quality of life of its residents and improve the water quality of its lakes, including Mirror Lake; and

WHEREAS, the Lake County Water Authority awarded the City of Fruitland Park grant funding to complete design of a stormwater treatment system (the Project); and

WHEREAS, the City Commission finds it to be in the public interest to design, engineer, and construct three (3) nutrient separating baffle boxes to reduce the sediments and nutrient loadings to Mirror Lake.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Commission authorizes the Mayor to execute the Lake County Water Authority 2023 Stormwater Grant Program Agreement to Fund City of Fruitland Park Lemon Street Baffle Box Construction, a copy of which is attached hereto.

Section 3. In consideration of receiving the grant award, the City Commission will provide at least a minimum match of \$66,000 or 20% of the grant funded water quality enhancement portion of the Project. The Project will be competitively bid as required by state statute and the Commission's code. The Project will be completed no later than twenty-four (24) months after the date the Agreement has last been executed. The City will cause the land to have a storm-water easement placed on it to prevent the future construction or placement of any structure, building, or other surface improvements, whether temporary or permanent, for anything other than storm-water management purposes.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND RESOLVED this _____ day of _____, 2023, 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 DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

**LAKE COUNTY WATER AUTHORITY
2023 STORMWATER GRANT PROGRAM
AGREEMENT TO FUND CITY OF FRUITLAND PARK LEMON STREET BAFFLE
BOX CONSTRUCTION**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

2. This Agreement shall begin upon the date it has been executed by both parties and terminate no later than **twenty-four (24) months** thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.

3. A. For the improvement of water quality in the receiving Lake County water-body by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed **\$264,000 (Two Hundred and Sixty-Four Thousand Dollars)**, or **80% (Eighty Percent)** for the engineering, design, materials, and installation PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, as outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of **\$66,000 (Sixty-Six Thousand Dollars)**, or **20% (Twenty Percent)** of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A** for the engineering, design, materials, and installation costs. The land used by the Grantee will have a storm-water easement placed on it to prevent the future construction or placement of any structure, building, or other surface improvements, whether temporary or permanent, for anything other than storm-water management purposes. This agreement will need to be in place before any reimbursements are provided by the Authority for the PROJECT. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving water-body, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

- (1) Payments shall further be conditioned upon the following:
- i. That funding from the Authority shall only be applied toward the portion of the project that treats the existing impervious areas and not future development, nor shall the Authority fund the repair of storm-water pipes.
 - ii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
 - iii. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
 - iv. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the PROJECT.
- (2) The reimbursements will have the following conditions:
- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
 - c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
 - d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.
- B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, and date of the transaction, voucher number, amount paid, and vendor name.

- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.
4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
 5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
 6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
 7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
 8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
 9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
 10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
12. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Authority's Grant Manager for this Agreement is identified below.

Steve Crawford	
Water Resources Director	
Lake County Water Authority	
27351 SR 19	
Tavares, FL 32778-3119	
Telephone No.:	(352) 324-6141 ext. 125
Fax No.:	(352) 324-6364
E-mail Address:	scrawford@lcwa.org

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

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

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its

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

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

Applicant Information

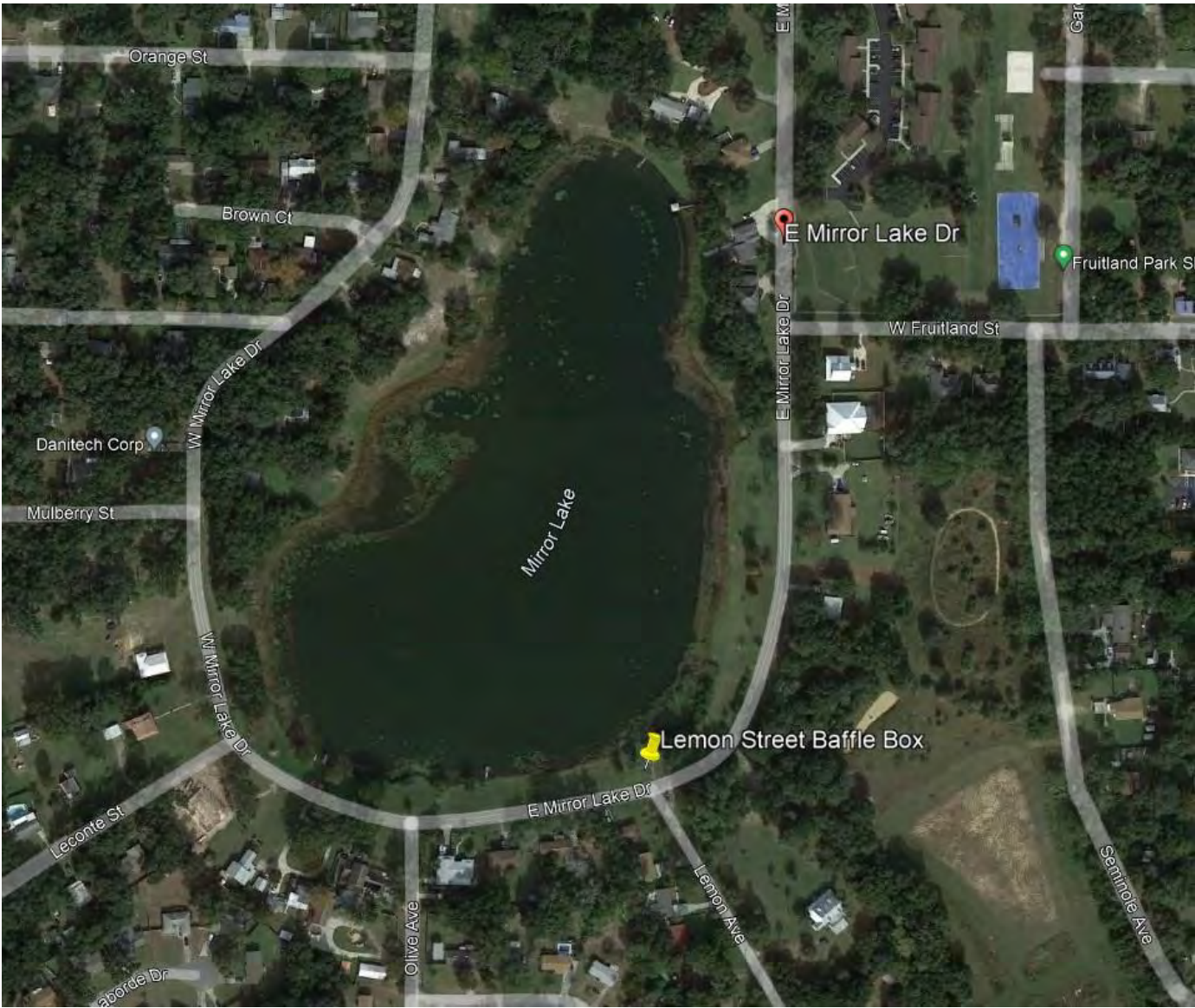
Municipality or Community Name City of Fruitland Park	Contact Gary F. La Venia
Phone Number 352-360-3727	Title City Manager
Project Name Lemon Street Baffle Box	E-mail glavenia@fruitlandpark.org
Mailing Address 506 W. Berckman Street, Fruitland Park, FL 34731	
Federal ID Number 59-6031169	

Location Maps

Please provide the following required information

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

see attached









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

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

The City of Fruitland Park proposes to install one baffle box, a second in a series of
three (3) planned in and around 15.6 acre Mirror Lake.
Mirror Lake is in a large residential area of the city with little to no stormwater treatment.
three areas around the lake have direct access to lake concrete drainageways.
The city Identified these areas as ideal locations for nutrient separating baffle boxes.
Baffle box # 1 has construction has already been facilitated with LCWA grant dollars this
will be phase 2 of a 3 part project.
The location noted has easy access for installation as well as future maintenance.
City Public Works will maintain the box as part of their regular inspections.
Cost estimate:
Engineering and project management \$301000
1 baffle box \$100,000
Installation of 1 baffle box \$100,000
Additional curbing, inlet piping and outfall \$100,000
Total requested: \$330,000
The City would expect the project to be finished by September 30, 2024

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

Conceptual Complete
Study Complete
Design Contingent of award of grant
Permits No
Bid Packages Prepared No
Time from Award to Project Completion Contingent on award of grant

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

The City of Fruitland Park has minimal stormwater infrastructure. With a high density
of homes surrounding Mirror Lake the addition of baffle boxes will greatly improve
water quality of the lake as well as preventing a substantial amount trash & debris
from entering the lake
Because homes on East Mirror Lake are across the street from the lake this afford the
driver and pedestrians views of the lake itself which is deeded to th city. There are
currently no public boat ramps on the lake.
It Is the city's goal to insure the lake stays clean and environmentally vibrant and viable
for future generations to enjoy.

- Pollutant Removal:** Identify the size of the area (in acres) proposed for treatment, the percent of the watershed that is impervious, the types of pollutants targeted for removal, and the type and percent efficiency of the treatment method selected. Estimate the pounds of the target pollutants that will be removed per year and identify the method used to calculate these totals. Include the acreage and volume of any retention ponds as well as any soil information that may be available. **(29 points max)**

Target pollutants TKN & TP
Expected efficiencies are up to 20% TKN & 19 % TP
Estimated pounds of target pollutants, 51bs TP per year
Method based on study by Dr. Daniel Smith of Applied Environmental Technology
There are no retentions ponds on site
Soils are generally Astatula-Apopka association

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

(Check appropriate answer)

<input type="checkbox"/>	Stormwater Construction Only	15 points
<input checked="" type="checkbox"/>	Engineering Design and Construction	9 points
<input type="checkbox"/>	Engineering Design, Constmcti011, and Land Acquisition	6 points
<input checked="" type="checkbox"/>	Stormwater Study _____	3 points
<input type="checkbox"/>	Other Pollutant Removal Items	0 points

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

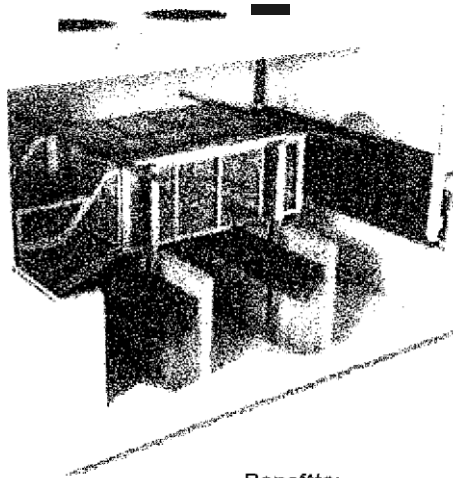
Enter appropriate percentage in correct category)		
<input type="checkbox"/>	%	0 to 25% LCWA reimbursement of project cost 15 points
<input type="checkbox"/>	%	26 to 50% LCWA reimbursement of project cost 12 points
<input type="checkbox"/>	%	51 to 75% LCWA reimbursement of project cost 6 points
<input checked="" type="checkbox"/>	%	76 to 100% LCWA reimbursement of project cost 3 points

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

Agency	Amount	Percentage
none		
Total		100

NSBB™

Nutrient Separating Baffle Box



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11 Nitrogen

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

Benefits:

- Retrnfits existing watersheds
- Patented screens maximize storage and prevent debris loss;
- Easy hydraulic servicing
- Dry state storage separates debris and trapped water and sediment
- Will not go septic between storms
- Captures thousands of pounds of debris, sediment and nutrients
- Pre-treatment for stormwater harvesting and detention areas
- Meets requirements for Final TSS Capture TMDL Programs

LEED Credit eligible :

Green Building



NUTRIENT SEPARATING BAFFLE BOX:
LEAF AND NUTRIENT REMOVAL SYNOPSIS

Prepared By:

Dnnial P. Smith, Ph.D., P.E, DEE
Applied Environmental Technology

10809 Cedar Cove Drive
Thonotosassa, FL 33692-2260

11207 Kenilworth Avenue
P.O. Box 676
Garrett Park, MD 20896-0676

Prapornd For:

Suntree TechnologIH Inc.
798 Clear111k" Rood
Cocoa, FL :12922

April to. 2001



Source:

https://www.suntreetech.com/uploads/1/1/4/5/1_14586811/nsbb_lcaf_nutrient_removal.pdf

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

Removal Efficiencies and Flow Rates

NSBB Model	Maximum Recommended Treatment Capacity	Typical Maximum Capacity	80% TSS Removal For 150µm Particle Size	80% TSS Removal For 25µm Particle Size	80% TSS Removal For 75µm Particle Size	80% TSS Removal For 50µm Particle Size
NSBB-2-4	3 cfs	1 cfs	1 cfs	0.81 cfs	0.45 cfs	0.27 cfs
NSBB-3-6	6 cfs	3 cfs	3 cfs	2.47 cfs	1.35 cfs	0.63 cfs
NSBB-4-8	12 cfs	6 cfs	6 cfs	5.04 cfs	2.70 cfs	1.26 cfs
NSBB-5-10	30 cfs	15 cfs	15 cfs	12.45 cfs	6.75 cfs	3.15 cfs
NSBB-6-12	46 cfs	24 cfs	24 cfs	19.56 cfs	10.44 cfs	5.4 cfs
NSBB-8-14	60 cfs	32 cfs	32 cfs	26.24 cfs	14.4 cfs	7.2 cfs
NSBB-8-13	75 cfs	40 cfs	40 cfs	32.4 cfs	18 cfs	9 cfs

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

BMP Type	Standard BMPs	TP % Reduction	PN % Reduction	TP Source
Best Management Practices	<p>01/10/2018 - Final Report 01/10/2018 - Final Report</p>			<p>Final Report Final Report</p>
	<p>01/10/2018 - Final Report 01/10/2018 - Final Report</p>			<p>Final Report Final Report</p>
	<p>01/10/2018 - Final Report 01/10/2018 - Final Report</p>			<p>Final Report Final Report</p>

<https://www.dep.state.pa.us/water-quality/restoration/documents/statewide-best-management-practice-bmp-efficiencies>

RESOLUTION 2023-025

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING AMENDMENT TO AGREEMENT RELATING TO PROVISION OF LIBRARY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park is a member of the Lake County Library System; and

WHEREAS, on September 19, 2019 the City of Fruitland Park entered into an interlocal agreement with Lake County, Florida, relating to the provision of library services; and

WHEREAS, on September 13, 2022, the City of Fruitland Park entered into an extension of the agreement with Lake County for an additional 12-month period expiring on September 30, 2023; and

WHEREAS, the City of Fruitland Park desires to extend the agreement for an additional twelve-month period expiring September 30, 2024; and

WHEREAS, the City Commission finds that extending the Agreement is beneficial to the City of Fruitland Park and its residents; and

WHEREAS, the City Commission desires to enter into the amendment to the agreement relating to provision of library services.

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

Section 1. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

Section 2. The amendment to the agreement relating to the provision of library services between Lake County, Florida and the City of Fruitland Park, Florida, a copy of which is attached hereto, is approved.

Section 3. The commission authorizes the mayor to execute the amendment to the agreement relating to the provision of library services.

Section 4. This resolution shall become effective immediately upon adoption.

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

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk, MMC

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**AMENDMENT TO AGREEMENT
RELATING TO
PROVISION OF LIBRARY SERVICES**

This is an Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, by and through its Board of County Commissioners, and the City of Fruitland Park, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as ‘MUNICIPALITY” or “CITY”, by and through its City Commission.

WITNESSETH:

WHEREAS, on September 10, 2019, the COUNTY entered into an Interlocal Agreement with the MUNICIPALITY for the provision of public library services (the “Agreement”); and

WHEREAS, on September 13, 2022, the County and the MUNICIPALITY entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023; and

WHEREAS, the parties now want to extend the Agreement for an additional 12-month period expiring on September 30, 2024; and

WHEREAS, executing this Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Law.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed a being true an correct and are hereby made a specific part of this Amendment upon adoption hereof.
2. **Amendment.** The Agreement is hereby amended as follows:
 - A. Section 3, *Term*, is hereby amended to allow for an additional 12-month period and terminating on September 30, 2024.
 - B. Section 13 (E), *Appropriation of County Funds for Municipality*, is hereby amended to add Year Five: The COUNTY shall allocate a base amount of twenty five thousand dollars (\$25,000) to assist with funding of programs and services at its participating library.
3. **Effect of Amendment.** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Amendment conflicts with the Agreement, this Amendment will govern.

**AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF FRUITLAND PARK
RELATING TO PROVISION OF LIBRARY SERVICES**

IN WITNESS WHEREOF, the parties have signed this Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Kirby Smith, Chairman

This ____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh
County Attorney

**AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF FRUITLAND PARK
RELATING TO PROVISION OF LIBRARY SERVICES**

MUNICIPALITY

ATTEST:

CITY OF FRUITLAND PARK

Esther B. Coulson, City Clerk

Chris Cheshire, Mayor

This _____ day of _____, 2023.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Resolution 2023-026 - Settlement Agreement and Release Fewless v. City of Fruitland Park
MEETING DATE: Thursday, April 13, 2023
DATE SUBMITTED: Friday, April 7, 2023
SUBMITTED BY: City Attorney
BRIEF NARRATIVE: Settlement Agreement and Release Lake County Case No. 35-2020-CA-000104

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

The case was scheduled for trial the week of April 17, 2023. A pretrial conference was scheduled for the week of April 3, 2023, and the parties were required to comply with filing certain documents with strict deadlines. Plaintiffs filed a motion to continue the trial in order to allow the city's insurer, Preferred Governmental Claims Solutions, additional time to receive approval of the tentative settlement reached. The court denied the motion to continue.

The insurer approved the settlement reached to resolve all disputes regarding and/or arising from Michael Fewless's employment with the city. The settlement reached is within the parameters directed by the commission. The insurer will pay plaintiffs \$82,500. All parties executed a release that attorney Thomas advised includes all matters related to his employment and the litigation, including any matter referred to in the pleadings so is broad enough to cover the administrative matter with the Florida Retirement System.

Due to time constraints as outlined above and knowing the settlement was within the parameters the commission previously directed was acceptable, the city attorney requested that Mayor Cheshire sign the agreement so the matter could be removed from the trial docket. The city attorney recommends approval of the settlement agreement and release and ratification of the mayor's signature.

FUNDS BUDGETED: None
ATTACHMENTS: Proposed resolution, settlement agreement and release (unsigned) and settlement agreement and release (signed by Mayor Cheshire)
RECOMMENDATION: Approve resolution and settlement agreement and release
ACTION: **Adopt Resolution 2023-026 including the settlement agreement and release.**

RESOLUTION 2023-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN MICHAEL FEWLESS AND LAURIE FEWLESS, THE CITY OF FRUITLAND PARK, FLORIDA AND PREFERRED GOVERNMENTAL CLAIMS SOLUTIONS; RATIFYING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Plaintiffs, the City and its insurer, Preferred Governmental Claims Solutions, reached a settlement to resolve all disputes regarding and/or arising from Michael Fewless’s employment with the City (the “Litigation”);

WHEREAS, the Litigation was scheduled for trial the week of April 17, 2023, and Plaintiffs’ motion to continue was denied by the Court, thereby requiring the parties to comply with filing deadlines and participate in a pretrial conference the week of April 3, 2023; and

WHEREAS, a settlement was reached in the Litigation within the parameters directed by the Commission; and

WHEREAS, the City Commission denies liability; however, finds it beneficial to the City of Fruitland Park to approve the Settlement Agreement and Release with the terms and conditions outlined therein.

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

Section 1. The Settlement Agreement and Release between Michael Fewless and Laurie Fewless, the City of Fruitland Park, Florida and the Preferred Governmental Claims Solutions, a copy of which is attached hereto, is approved.

Section 2. The Commission ratifies the signing of the Agreement by the Mayor.

Section 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND RESOLVED this _____ day of _____, 2023, 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 DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into this 30th day of March, 2023, by and between MICHAEL FEWLESS and LAURIE FEWLESS (hereinafter, “Plaintiffs”), the CITY OF FRUITLAND PARK, FLORIDA (hereinafter the “City”) and PREFERRED GOVERNMENTAL CLAIMS SOLUTIONS (hereinafter “Insurer”) (collectively, the “Parties”).

WHEREAS, Plaintiffs and the City desire to forever settle and resolve all disputes between and among them regarding and/or arising from the facts and circumstances of Michael Fewless’s employment with the City, as detailed in the Plaintiffs’ Complaint against the City (Circuit Court Case No.35-2020-CA-000104) (hereinafter the “Litigation”) and any pleadings and responses filed in relation thereto; and

WHEREAS, To avoid the costs and expenses of continued litigation, the Parties desire to compromise and settle the Lawsuit and all other disputes between the Parties as set forth in this Settlement Agreement

NOW THEREFORE, the Parties do hereby agree as follows:

DEFINITIONS

The following definitions apply to the stated terms as used in this Settlement Agreement and Release:

- A. “Agreement” means this Settlement Agreement and Release.
- B. “Plaintiffs” or “Releasers” means Michael Fewless and Laurie Fewless, individually and collectively, as Plaintiff in Civil Case No. 35-2020-CA-000104, as well as their heirs, executors, administrators, personal representatives, successors and assigns, jointly or severally, singular or plural, and any person in privity with them, wherever the context so admits or requires.
- C. The “City” or “Releasee” means the City of Fruitland Park, a political subdivision of the State of Florida, as well as its past, present and future agents, agencies, officials, commissioners, employees, boards, representatives, attorneys, successors and assigns, in both their individual and official capacities, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.
- D. “Insurer” means Certain Underwriters at Lloyd’s London, Brit Global Specialty, Preferred Governmental Claims Solutions as well as its/their agents, employees, servants, officials, representatives, attorneys, successors and assigns, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.
- E. “Parties” or “Party” means the Parties to this Settlement Agreement and Release.
- F. “Litigation” is defined as Circuit Court Case No.35-2020-CA-000104 filed by Plaintiffs against the City.

- G. "Subject Incident" means the facts and circumstances of Michael Fewless's employment with the City, which form the basis of the Litigation.
- H. "Effective Date" of this Agreement shall be the date it is executed by all Parties to the same.

TERMS AND CONDITIONS

1. **Resolution of Issues.** This Agreement resolves all Claims and potential Claims between the Parties. This Agreement shall not be construed as an admission of liability or responsibility by the City or Insurer, but is rather a compromise settlement designed to avoid litigation. The City and Insurer specifically deny liability for the claims brought by Plaintiffs, deny all allegations of the Plaintiffs and deny any wrongdoing whatsoever.

2. The Insurer on behalf of the City agrees to pay Plaintiffs the sum of eighty-two thousand five hundred dollars and 00/100 (\$82,500) to be due within twenty (20) days from receipt of Settlement and Release signed by Plaintiff and Medicare Status Request form. In exchange, within five (5) days of receipt of the settlement funds from the City, the Plaintiffs shall file with the Court a joint stipulation of dismissal with prejudice of all claims pending in the Lawsuit, with each Party to bear their own fees and costs, and in which the Court shall retain jurisdiction to enforce the terms of this Settlement Agreement.

3. **General Release.** Releasors, for and in consideration of the payment to them of the total sum provided under par. 2 hereof, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release and forever discharge Releasee and Insurer, of and from all manner of action and actions, cause and causes or actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasors ever had, now have, or which any personal representative, successor, heir or assign of Releasors, hereafter can, shall or may have against said Releasee and Insurer, by reason of any matter, cause or thing, from the beginning of the world to the date of these presents, arising out of or related to the above-described Subject Incident, and including but not limited to any and all claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, medical and hospital expenses, attorney's fees, civil rights violations, federal claims, statutory or common law claims, lost wages, impairment of earning capacity, physical, emotional or psychological injury, companionship and support, mental anguish, pain and suffering, bodily injury, past and future medical expenses, property damage or loss of use of property.

Releasors state that at the time of the execution of this Settlement Agreement and Release there are no outstanding claims or liens by way of reimbursement or subrogation by insurance carriers, attorneys, hospitals, medical providers or other entities including Medicare or Medicaid, for amounts paid or owed on behalf of Releasors by reason of the incident which is described above, or, in the alternative, if there are any such outstanding claims or liens, Releasors will indemnify and hold Releasee and Insurer harmless from said amounts and will fully satisfy and resolve those claims including but not limited to any hospital liens, medical liens, attorneys liens, insurance liens and/or liens held by Medicaid or Medicare, any other governmental agency, or any other entity.

Releasors acknowledge and agree that this is a General Release of all claims. Releasors expressly waive and assume the risk of any and all claims for damages, and any nature whatsoever, which exist as of this date, of which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect Releasors decision to enter into this settlement and provide this General Release. Releasors further agree that they have accepted the sum specified herein as a complete compromise of all matters involving disputed issues of law and fact and assume the risk that the facts or law may be different than they believe them to be. It is the intention of the parties to this agreement to release and discharge Releasee and Insurer only, and to reserve all rights of Releasor to obtain any other claims to which Releasors may be entitled.

Releasors further warrant that no promise or inducement not herein expressed has been made; that this General Release is given in good faith and discharges Releasee and Insurer from all liability; that the undersigned are over the age of twenty-one (21) years and legally competent and fully authorized to execute this General Release; that the undersigned have read the contents of this General Release, have been adequately represented by counsel of their own choice or have elected to retain counsel, and sign this General Release with full knowledge and appreciation of its meaning.

4. Consideration. The parties, by the terms of this Agreement, have agreed to the exchange of consideration in the form of a Payment and the General Release set forth in this Agreement, and the other representations, warranties, covenants and provisions set forth herein (all of the foregoing, the "Consideration"). Each of the Parties hereto acknowledges and agrees that, as applicable, the portion of the Consideration each will receive is sufficient in exchange for the Consideration it will provide to the other Party. The Parties hereby acknowledge and agree that the exchange set forth in this Agreement reflects a mutual compromise and constitutes an exchange of valuable consideration.

5. No Admission of Fault or Liability. This Agreement is intended to settle any and all controversies, real or potential, asserted or unasserted, and claims for injuries or damages of any nature whatsoever, real or potential, asserted or unasserted, by the Parties including but not limited to those relating in any way to the Litigation, or to the matters described in the Pleadings thereto. Neither the execution and delivery of this Agreement, nor compliance with its terms, shall constitute an admission of any fault or liability on the part of any of the Parties, or any of their respective officers, agents, employees, contractors, consultants, heirs, administrators, executors, attorneys, consultants, trustees, accountants, insurers, predecessors, successors, assigns, and representatives of any kind. None of the Parties to this Agreement admit fault or liability of any sort and, in fact, all Parties expressly deny fault and liability.

6. No Waiver Implied. Failure of any Party to insist upon strict performance of any provision or condition of this Agreement, or to execute any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

7. Representations and Warranties by the Parties. This Agreement contains the entire agreement, understanding and stipulation between the Parties hereto. The Parties acknowledge

that they have had full possession of any and all facts with regard to their claims or rights, and that they have had ample opportunity to consult with an attorney, any governmental agency of their choosing and/or such other advisors as they have deemed appropriate to be fully advised of the rights and obligations incurred or waived hereby. The terms of this Agreement are contractual, not mere recitals, and may be enforced in Court. The terms of this Agreement are the result of extended negotiations between the parties and shall not be construed in favor of, or against either party by virtue of the drafting of any specific language or terms of this Agreement.

The Parties hereby represent and warrant that they (i) are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement, (ii) have been represented and advised by counsel in connection with this Agreement which each of them has executed voluntarily and of their own choice and not under coercion or duress, (iii) have made their own investigation of the facts and are relying upon their own knowledge and the advice of legal counsel, and (iv) knowingly waive any claim that the Agreement was induced by any misrepresentation or non-disclosure and any right to rescind or avoid the Agreement based upon presently existing facts, known or unknown.

8. Enforcement. This Agreement constitutes a binding contract between the parties hereto. In the event that any party fails to perform or otherwise materially breaches this Agreement, it shall be enforceable in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida. In the event that any action is filed to enforce any of the terms of this Agreement, the prevailing party in such an action shall be entitled to an award of reasonable attorneys' fees and costs, including attorneys' fees and costs for any appeals.

9. Each Party to Bear Its Own Fees and Costs. The Parties agree that each Party shall bear its own attorneys' fees and all other expenses and fees arising in connection with or related in any way to the preparation of this Agreement, the bringing or resolution of the Claims, and all Litigation and related matters.

10. Amendments in Writing. This Agreement may only be amended or modified by a written instrument that has been executed by the Party sought to be charged with such amendment, modification, or waiver. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision herein.

11. Multiple Counterparts. This Agreement may be signed in multiple counterparts and, when each Party has signed a counterpart hereof, each such counterpart shall be a binding and enforceable agreement as an original.

12. Severability. If any section or part of this Agreement is held to be invalid by a court of law, the remaining portions shall continue to be in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EACH OF THE UNDERSIGNED HAS CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND KNOWS THE CONTENTS THEREOF.

CITY OF FRUITLAND PARK

By: _____

Its: _____

Dated: _____

MICHAEL FEWLESS

Dated: _____

LAURIE FEWLESS

Dated: _____

PREFERRED GOVERNMENTAL CLAIMS SOLUTIONS

By: _____

Its: _____

Dated: _____

SETTLEMENT AGREEMENT AND RELEASE

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WHEREAS, Plaintiffs and the City desire to forever settle and resolve all disputes between and among them regarding and/or arising from the facts and circumstances of Michael Fewless's employment with the City, as detailed in the Plaintiffs' Complaint against the City (Circuit Court Case No.35-2020-CA-000104) (hereinafter the "Litigation") and any pleadings and responses filed in relation thereto; and

WHEREAS, To avoid the costs and expenses of continued litigation, the Parties desire to compromise and settle the Lawsuit and all other disputes between the Parties as set forth in this Settlement Agreement

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- C. The "City" or "Releasee" means the City of Fruitland Park, a political subdivision of the State of Florida, as well as its past, present and future agents, agencies, officials, commissioners, employees, boards, representatives, attorneys, successors and assigns, in both their individual and official capacities, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.
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2. The Insurer on behalf of the City agrees to pay Plaintiffs the sum of eighty-two thousand five hundred dollars and 00/100 (\$82,500) to be due within twenty (20) days from receipt of Settlement and Release signed by Plaintiff and Medicare Status Request form. In exchange, within five (5) days of receipt of the settlement funds from the City, the Plaintiffs shall file with the Court a joint stipulation of dismissal with prejudice of all claims pending in the Lawsuit, with each Party to bear their own fees and costs, and in which the Court shall retain

jurisdiction to enforce the terms of this Settlement Agreement.

3. General Release. Releasors, for and in consideration of the payment to them of the total sum provided under par. 2 hereof, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release and forever discharge Releasee and Insurer, of and from all manner of action and actions, cause and causes or actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasors ever had, now have, or which any personal representative, successor, heir or assign of Releasors, hereafter can, shall or may have against said Releasee and Insurer, by reason of any matter, cause or thing, from the beginning of the world to the date of these presents, arising out of or related to the above-described Subject Incident, and including but not limited to any and all claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, medical and hospital expenses, attorney's fees, civil rights violations, federal claims, statutory or common law claims, lost wages, impairment of earning capacity, physical, emotional or psychological injury, companionship and support, mental anguish, pain and suffering, bodily injury, past and future medical expenses, property damage or loss of use of property.

Releasors state that at the time of the execution of this Settlement Agreement and Release there are no outstanding claims or liens by way of reimbursement or subrogation by insurance carriers, attorneys, hospitals, medical providers or other entities including Medicare or Medicaid, for amounts paid or owed on behalf of Releasors by reason of the incident which is described above, or, in the alternative, if there are any such outstanding claims or liens, Releasors will indemnify and hold Releasee and Insurer harmless from said amounts and will fully satisfy and resolve those claims including but not limited to any hospital liens, medical liens, attorneys liens, insurance liens and/or liens held by Medicaid or Medicare, any other governmental agency, or any other entity.

Releasors acknowledge and agree that this is a General Release of all claims. Releasors expressly waive and assume the risk of any and all claims for damages, and any nature whatsoever, which exist as of this date, of which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect Releasors decision to enter into this settlement and provide this General Release. Releasors further agree that they have accepted the sum specified herein as a complete compromise of all matters involving disputed issues of law and fact and assume the risk that the facts or law may be different than they believe them to be. It is the intention of the parties to this agreement to release and discharge Releasee and Insurer only, and to reserve all rights of Releasor to obtain any other claims to which Releasors may be entitled.

Releasors further warrant that no promise or inducement not herein expressed has been made; that this General Release is given in good faith and discharges Releasee and Insurer from all liability; that the undersigned are over the age of twenty-one (21) years and legally competent and fully authorized to execute this General Release; that the undersigned have read the contents of this General Release, have been adequately represented by counsel of their own choice or have elected to retain counsel, and sign this General Release with full knowledge and appreciation of its meaning.

4. Consideration. The parties, by the terms of this Agreement, have agreed to the exchange of consideration in the form of a Payment and the General Release set forth in this Agreement, and the other representations, warranties, covenants and provisions set forth herein (all of the foregoing, the "Consideration"). Each of the Parties hereto acknowledges and agrees that, as applicable, the portion of the Consideration each will receive is sufficient in exchange for the Consideration it will provide to the other Party. The Parties hereby acknowledge and agree that the exchange set forth in this Agreement reflects a mutual compromise and constitutes an exchange of valuable consideration.

5. No Admission of Fault or Liability. This Agreement is intended to settle any and all controversies, real or potential, asserted or unasserted, and claims for injuries or damages of any nature whatsoever, real or potential, asserted or unasserted, by the Parties including but not limited to those relating in any way to the Litigation, or to the matters described in the Pleadings thereto. Neither the execution and delivery of this Agreement, nor compliance with its terms, shall constitute an admission of any fault or liability on the part of any of the Parties, or any of their respective officers, agents, employees, contractors, consultants, heirs, administrators, executors, attorneys, consultants, trustees, accountants, insurers, predecessors, successors, assigns, and representatives of any kind. None of the Parties to this Agreement admit fault or liability of any sort and, in fact, all Parties expressly deny fault and liability.

6. No Waiver Implied. Failure of any Party to insist upon strict performance of any provision or condition of this Agreement, or to execute any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect. No waiver of any provision

of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

7. Representations and Warranties by the Parties. This Agreement contains the entire agreement, understanding and stipulation between the Parties hereto. The Parties acknowledge that they have had full possession of any and all facts with regard to their claims or rights, and that they have had ample opportunity to consult with an attorney, any governmental agency of their choosing and/or such other advisors as they have deemed appropriate to be fully advised of the rights and obligations incurred or waived hereby. The terms of this Agreement are contractual, not mere recitals, and may be enforced in Court. The terms of this Agreement are the result of extended negotiations between the parties and shall not be construed in favor of, or against either party by virtue of the drafting of any specific language or terms of this Agreement.

The Parties hereby represent and warrant that they (i) are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement, (ii) have been represented and advised by counsel in connection with this Agreement which each of them has executed voluntarily and of their own choice and not under coercion or duress, (iii) have made their own investigation of the facts and are relying upon their own knowledge and the advice of legal counsel, and (iv) knowingly waive any claim that the Agreement was induced by any misrepresentation or non-disclosure and any right to rescind or avoid the Agreement based upon presently existing facts, known or unknown.

8. Enforcement. This Agreement constitutes a binding contract between the parties hereto. In the event that any party fails to perform or otherwise materially breaches this Agreement, it shall be enforceable in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida. In the event that any action is filed to enforce any of the terms of this Agreement, the prevailing party in such an action shall be entitled to an award of reasonable attorneys' fees and costs, including attorneys' fees and costs for any appeals.

9. Each Party to Bear Its Own Fees and Costs. The Parties agree that each Party shall bear its own attorneys' fees and all other expenses and fees arising in connection with or related in any way to the preparation of this Agreement, the bringing or resolution of the Claims, and all Litigation and related matters.

10. Amendments in Writing. This Agreement may only be amended or modified by a written instrument that has been executed by the Party sought to be charged with such amendment, modification, or waiver. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision herein.

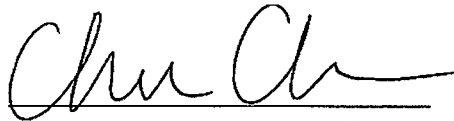
11. Multiple Counterparts. This Agreement may be signed in multiple counterparts and, when each Party has signed a counterpart hereof, each such counterpart shall be a binding and enforceable agreement as an original.

12. Severability. If any section or part of this Agreement is held to be invalid by a court of law, the remaining portions shall continue to be in full force and effect.

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EACH OF THE UNDERSIGNED HAS CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND KNOWS THE CONTENTS THEREOF.

CITY OF FRUITLAND PARK



By: Christopher Cheshire
Its: MAYOR of Fruitland Park
Dated: 3/31/23

MICHAEL FEWLESS

Dated: _____

LAURIE FEWLESS

Dated: _____

PREFERRED GOVERNMENTAL CLAIMS SOLUTIONS

By: _____
Its: _____
Dated: _____

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

ITEM TITLE: CITY MANAGER'S REPORT

MEETING DATE: Thursday, April 13, 2023

DATE SUBMITTED: Thursday, April 4, 2023

SUBMITTED BY: City Manager

BRIEF NARRATIVE: City Manager's Report

- i. Economic Development Status Update
- ii. Commercial Developments Permits Issued Status Update
- iii. 2020 census (City Redistricting Map) Status Update

FUNDS BUDGETED: None

ATTACHMENTS: (map forthcoming)

RECOMMENDATION:

ACTION: None

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

ITEM TITLE: CITY ATTORNEY REPORT
MEETING DATE: Thursday, April 13, 2023
DATE SUBMITTED: Thursday, April 4, 2023
SUBMITTED BY: City Attorney
BRIEF NARRATIVE: City Attorney Report

City of Fruitland Park v. State of Florida – Department of Management Services: In November DMS provided additional information to the insurance company and updated Florida Retirement Systems’ calculations were obtained. Awaiting final approval from the insurer.

Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke): The case has been settled consistent with the direction of the Commission. A resolution approving the Settlement Agreement and Release is being considered by the Commission under Item 5 on the regular agenda.

U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley): The property owner’s lender is foreclosing on the property for non-payment of approximately \$33,204.15. The property is located at 412 Sunny Court, Fruitland Park. The City has a code enforcement lien on the property. As of June 17, 2022 the fines have accrued to \$23,350.00 and outstanding costs of \$117.04. Attorney Mark K. McCulloch, Roper & Roper, P.A. has been appointed by the City’s insurance company to defend the City. A Final Judgment of Foreclosure was entered March 24, 2023 in the amount of \$52,811.09. The sale has been scheduled for May 23, 2023 at 11 am. If the property sells at public auction for more than the judgment amount, the surplus proceeds will be held pending further Order of the Court.

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: The City was served with a lawsuit on September 8, 2022. A copy has been provided to the Commission. Plaintiffs file a two-count Verified Complaint. Count I – Inverse Condemnation and Count II – Trespass. Plaintiffs allege the City’s construction of the library has caused storm water to flood across Rose Avenue onto their property located at 100 Rose Avenue, Fruitland Park and have converted their property into a storm water retention system. Public Risk Management (PRM) retained attorney Donovan A. Roper and Mark K. McCulloch of Roper & Roper, P.A. to defend the City. An answer and affirmative defenses were filed on behalf of the City. On October 27, 2022 Plaintiff filed a reply to the City’s affirmative defenses. A Civil Case Management Order Requiring Disclosures was entered by Judge Takac. The Order requires a non-jury trial to occur no later than 18 months from filing the original Complaint, if not sooner resolved. The trial must be held by March 2, 2024. On February 2, 2023 the City served Interrogatories and a Request to Produce on Plaintiffs. Plaintiffs filed responses March 6, 2023.

Code of Ordinances Codification: As of February 16, 2023 CivicPlus is in receipt of the City’s comments. They are working to prepare proofs for the City’s further review.

LDR Codification: CivicPlus was provided the adopted LDRs on September 22, 2022. As of March 8, 2023 CivicPlus was considering placing a pdf of the LDRs online until the Code of Ordinances recodification was complete. To date that has not happened. On April 7, 2023 I requested an update from CivicPlus.

Kaitlin Delong vs. City of Fruitland Park, Lake County Case No. 2022-CA-00463: Plaintiff filed a lawsuit against the City alleging damages resulting from a motor vehicle crash between a vehicle Plaintiff was operating and a marked Fruitland Park Police Department vehicle. The City was served June 30, 2022. Insurance assigned Roper & Roper to defend the City. An Answer and Affirmative Defenses were filed on July 22, 2022. Discovery has been ongoing. A Case Management Order was entered August 26, 2022. Trial is scheduled on the trial docket beginning February 19, 2024. The Plaintiff's deposition that had been scheduled for March 2, 2023 was canceled. The City took the deposition of the Records Custodian from Adventhealth Waltermann on April 4, 2023. Prior to the deposition it was determined that outstanding medical costs are \$35,222.85. On February 15, 2023 the Court has ordered pre-trial conference to occur on October 2, 2023 and trial to commence during the three-week trial term beginning October 9, 2023.

FUNDS BUDGETED: None

ATTACHMENTS:

RECOMMENDATION:

ACTION: None

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

ITEM TITLE: Public Comments

MEETING DATE: Thursday, April 13, 2023

DATE SUBMITTED: Thursday, April 6, 2023

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: **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.

FUNDS REQUIRED: None

ATTACHMENTS:

RECOMMENDATION: None

ACTION: None