REGULAR CITY COMMISSION MEETING
TUESDAY, APRIL 9, 2024
6:00 P.M
COMMISSION CHAMBERS, CITY HALL
8 W. BROADWAY ST.
FORT MEADE, FLORIDA 33841
AGENDA
www.youtube.com/@cityoffortmeade

A. CALL TO ORDER

B. ROLL CALL – CITY CLERK

C. INVOCATION AND PLEDGE TO THE FLAG

D. ADDITIONS AND/OR DELETIONS

E. PROCLAMATIONS/PRESENTATIONS/AWARDS/REPORTS

F. PUBLIC FORUM: Each person addressing the Commission shall sign in with the City Clerk no later than 6:35 PM. Persons shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, and unless further time is granted by the Commission, shall limit their address to the three (3) minutes. All remarks shall be addressed to the Commission as a body, and not to any member thereof. No person other than the members of the commission having the floor, shall be permitted to enter into any discussion, either directly or through the members of the commission.

G. APPROVAL OF MINUTES:

01. Minutes of March 12, 2024, Regular Meeting.

H. CONSENT AGENDA: (one vote on all items unless pulled from agenda);

01. Resolution R24-20 Renewal of Interlocal Agreement with Polk County Library Cooperative
02 Resolution R24-XX Agreement with Mittauer & Associates for Engineering Services – CRA Main Street Project
03. Resolution R24-22 CDBG/RIF Engineering Services Agreement with Mittauer & Associates
04. Resolution R24-24 Resolution Authorizing the Mayor, Interim City Manager, and Other Designated Representatives to Apply for and Execute Documents Related to the USDA Rural Development Water and Wastewater Grant for Stormwater Mitigation

I. RESOLUTION(S)
J. ORDINANCE(S):

01. Ordinance 2024- XX Budget Amendment Ordinance
02. Ordinance 2024- XX Ordinance Amending Ch. 26 of the City Code of Ordinances (Code) to change the manner of appointment and term of office for members of the Planning and Zoning Board (P&ZB).
03. Ordinance 2024-XX Ordinance Amending Ch. 17 of the City Code of Ordinances (Code) to create the Arts in Public Places Advisory Committee (AIPPAC).

K. PUBLIC HEARINGS, if any:

01. Ordinance 2024-01 Amending Section 24-88 Service Cutoff Protocols through structured notifications

L. OLD BUSINESS (discussion of matters held over from last meeting, if any)

M. NEW BUSINESS

N. REPORT OF THE MAYOR:

01. Resolution creating the Mayor's Blue-Ribbon Committee on Signage and Logos

O. REPORT OF THE CITY MANAGER:

01. Discussion Item: Analysis of Unbudgeted Spending And Cost Overruns on ARPA-Funded Projects
02. Approving Engagement Letter with White Paper Consulting for Financial and Accounting Services
03. Renewal of Continuation of Residuals Hauling and Processing Services with Appalachian Material Services, Inc.
04. Selection of Appraisal Services for City-Owned Commercial Properties at 36 Broadway St W and 115 Broadway St W
05. Transferring City-Owned Properties at 36 Broadway St W and 115 Broadway St W to the Community Redevelopment Agency (CRA)
06. Agreement for Land Transfer and Sewer Installation between the City and the American Legion Post 23
07. Authorizing Temporary License Agreement with Retroflow

P. REPORT OF THE CITY ATTORNEY:

Q. FUTURE AGENDA ITEMS OF COMMISSIONERS, if any:

R. FOR THE GOOD OF THE ORDER (limited to events, feel good announcements only)

S. ADJOURN.

NOTE: ***If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to 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. (F.S. §286.0105)***

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF APRIL 9, 2024
AGENDA ITEM G-01

SUBJECT:

Minutes of March 12, 2024, Regular Commission Meeting.

BACKGROUND:

The commission held a Regular Commission Meeting on March 12, 2024, in commission chambers 8 W. Broadway St., Fort Meade, FL. and via zoom virtual meeting.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve the Minutes of March 12, 2024, Regular Commission Meeting.

MOTION:	Move to Approve the Minutes of March 12, 2024, Regular Commission Meeting.

MINUTES
CITY OF FORT MEADE
REGULAR CITY COMMISSION MEETING
TUESDAY, MARCH 12, 2024

A Regular Meeting of the Fort Meade City Commission was held on Tuesday, March 12, 2024, at 6:00 P.M. at Commission Chambers, 8 W. Broadway Street, Fort Meade, Florida, and via Zoom Virtual Meeting.

A. CALL TO ORDER:
The Meeting was called to order at 6:07 PM by Mayor McCutchen

B. ROLL CALL:

Mayor	Petrina McCutchen	Present
Vice Mayor	Samuel Berrien	Present
Commissioner	James Watts	Present
Commissioner	James Possum Schaill	Present
Commissioner	Jaret Williams	Present

Staff Present

Interim City Manager	Dustin Burke	Present
City Attorney	Shirlyon McWhorter	Present
Deputy City Clerk	Melissa Cannon	Present
Finance Assistant	Kelsey Kikta	Present

Also present was PCSO Sgt. Ernest Fulcher

C. INVOCATION AND PLEDGE TO THE FLAG

Vice Mayor Berrien led the invocation. Mayor McCutchen led the pledge to the flag.

D. ADDITIONS AND/OR DELETIONS

01. Add item H-05 Resolution R24-19
02. Add item I-2 Ordinance 2024-04

Motion Vice Mayor Berrien, second Commissioner Watts to add items H-05 and I-2 to the agenda.

Motion to add items H-05 and I-2 to the agenda passed by a unanimous vote of 5-0.

E. PROCLAMATIONAS/PRESENTATIONS/AWARDS/REPORTS

01. Mayor McCutchen presented a proclamation to Ms. Mary Jones and Ms. Melony Bell for Women's History Month and thanked them for their service and commitment to our community.

F. PUBLIC FORUM:

PUBLIC FORUM: Each person addressing the Commission shall sign in with the City Clerk no later than 6:35 PM. Persons shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, and unless further time is granted by the Commission, shall limit their address to the three (3) minutes. All remarks shall be addressed to the Commission as a body, and not to any member thereof. No person other than the members of the commission having the floor, shall be permitted to enter into any discussion, either directly or through the members of the commission.

City Attorney, McWhorter read the disclosure.

Mr. Bill Weinkauf, 314 2nd St NE, Fort Meade, stated that the hiring of the city's legal firm was handled irresponsibly by one commissioner and stated the commission should start the bid process to hire a new law firm.

Mr. Ben Speight, 613 3rd St NE, Fort Meade, stated that there is a change in the wording for the public forum and asked if you can speak on items on the agenda or do you only have 3 minutes in the public forum? Mr. Speight asked for a written memo to be provided by the attorney stating there was no charter violation of sections 10 and 12 regarding the hiring of the law firm and the interim city manager.

Ms. Kelly Hill, 3830 Brooke Lakes Dr., Fort Meade, stated she was interested in acquiring the now city owned property at 36 W. Broadway St. and asked how to proceed.

Ms. Nataly Finney, 300 S. Washington Ave., Fort Meade, stated in light of the emergency ordinance to approve a transfer of funds, recommended that item L-07, the hiring of three new positions be tabled until the budget hearings and to reflect the impact to the budget.

G. APPROVAL OF MINUTES:

01. Minutes of February 9, 2024, Regular Meeting and Minutes of February 18, 2024, Special Meeting.

Motion Vice Mayor Berrien, second Commissioner Watts to approve the minutes of the regular meeting of February 9, 2024, and the minutes of the special meeting of February 18, 2024.

Motion to approve the minutes of the regular meeting of February 9, 2024, and the minutes of the special meeting of February 18, 2024, passed by a unanimous vote of 5-0.

H. CONSENT AGENDA: (one vote on all items unless pulled from agenda); RESOLUTION(S)

01. Resolution to Ratify Staffs Application for Congressional Appropriation to Complement Stated Funding for the Fort Meade Fire House Construction & Rehabilitation Project

02. Resolution to Ratify Staffs Application for Congressional Appropriation for Wastewater and Effluent Disposal Project

03. Resolution to Ratify Staffs Application for Congressional Appropriation to Complement Stated Funding for the Rehabilitation of 143 Manholes

04. Contract Agreement with Marsha M. Faux, Polk County Property Appraiser

05. Resolution Authorizing the Execution of a Florida Department of Transportation Temporary Road Closing Permit Application for the Central Florida Soul Music Festival Event.

Motion Commissioner Watts, second Vice Mayor Berrien to approve the consent agenda.
Motion to approve the consent agenda passed by a unanimous vote of 5-0.

I. ORDINANCE(S):

01. Ordinance Amending Section 24-88 Service Cutoff Protocols through structured notifications.

Motion Vice Mayor Berrien, second Commissioner Schaill to approve Ordinance 2024-01.

Motion to approve Ordinance 2024-01 passed by a vote of 4-1 with Commissioner Watts opposed.

02. Emergency Ordinance Amending the Final Budget for Fiscal Year2023-2024

Interim City Manager Burke stated that there is an outstanding invoice that was coded to be paid by the ARPA funds and stated that the ARPA funds appear to be double spent and stated he would bring back a detailed report of the financial status of the city.

Motion Vice Mayor Berrien, second Commissioner Williams to approve Ordinance 2024-04 emergency ordinance amending the budget for fiscal year 2023-2024.

Motion to approve Ordinance 2024-04 passed by a unanimous vote of 5-0.

J. PUBLIC HEARINGS, if any:

K. REPORT OF THE MAYOR:

L. REPORT OF THE CITY MANAGER:

01. Amendment to Fire Department Job Description – Work Period and Overtime Provisions

Motion Vice Mayor Berrien, second Commissioner to table Items L-01 and L-07 until there is clarity of the budget.

Commissioner Watts asked to discuss item L-07.

Motion to table Items L-01 and L-07 passed by a vote of 3-2 with Commissioner Watts and Commissioner Williams opposed.

02. Resolution for Continuing Engineering Services Agreement and Task Orders with Mittauer & Associates for SRF-Funded Water and Wastewater Facility Upgrades

Mr. Greg Lang, Mittauer & Associates, gave an overview of the engineering services for the water/wastewater facility upgrades.

Motion Commissioner Watts, second Commissioner Schaill to approve Resolution R24-13.

Motion to approve Resolution R24-13 passed by a unanimous vote of 5-0.

03. Resolution for Approval of Change Order No. 1 for US 98 Water Utility Relocations 2022 Project

Motion Commissioner Schaill, second Commissioner Watts to approve Resolution R24-14.

Motion to approve Resolution R24-14 passed by a unanimous vote of 5-0.

04. Resolution to Approve Temporary License Agreement and Perpetual Easement with Southwest Florida Water Management District for CFWI Peace River at Fort Meade Data Collection Site

Motion Commissioner Watts, second Commissioner Schaill to approve Resolution R24-15.

Motion to approve Resolution R24-15 passed by a unanimous vote of 5-0.

05. Resolution Accepting $5,000,000 CDBG-CV Broadband Grant and Subgrant Agreement with the Florida Department of Commerce

Motion Commissioner Schaill, second Vice Mayor Berrien to approve Resolution R24-16.

Motion to approve Resolution R24-16 passed by a unanimous vote of 5-0.

06. Resolution Accepting Proposal from Pennoni Associates Inc. for CDBG-CV Broadband System Improvements – Design and Technical Services

Mr. Steve Elias suggested appointing a Broadband Committee.

Motion Vice Mayor Berrien, second Commissioner Schaill to approve Resolution R24-17.

Motion to approve Resolution R24-17 passed by a unanimous vote of 5-0.

07. Requesting Approval of Job Classifications for Chief of Staff, Grants and CRA Manager, and Procurement Assurance Specialist Positions

Tabled Item.

08. Resolution Approving Grant Agreement D0258 with Florida Department of Commerce for Rural Infrastructure Funding

Motion Commissioner Schaill, second Vice Mayor Berrien to approve Resolution R24-18.

Motion to approve Resolution R24-18 passed by a unanimous vote of 5-0.

09. Appointment of Fort Meade Representative to the Florida Municipal Power Agency (FMPA)

Interim City Manager Burke recommended appointing Mr. Fred Hilliard as the city representative to the FMPA board.

Motion Vice Mayor Berrien, second Commissioner Schaill to appoint Fred Hilliard to serve as the city representative to the FMPA Board of Directors and Executive Committee.

Motion to appoint Fred Hilliard to serve as the city representative to the FMPA Board of Directors and Executive Committee passed by a unanimous vote of 5-0.

10. Request for Mobile Food Vendor Overlay District Resolution

Interim City Manager Burke gave an overview of mobile food vendors item. Mr. Burke stated that through administrative action his is allowing mobile food trucks to setup on private property until the overlay district can be determined. Discussion

ensued and direction was given to reach out to the Central Florida Regional Planning Counsel for direction.

No action taken.

11. Discussion Item: City-Acquired Commercial Property at 36 Broadway St W

Interim City Manager Burke stated that the city has now inquired the property at 36 W. Broadway St. and asked what the will of commission was for the property. Discussion ensued.

Ms. Kelly Hill stated that she would like to purchase the property at 36 W. Broadway and stated she has a business plan for the property that would be successful.

Motion Vice Mayor Berrien, second Commissioner Schaill to get quotes for appraisals for the properties at 36 and 115 W. Broadway St.

Motion to get quotes for appraisals for the properties at 36 and 115 W. Broadway St. passed by a unanimous vote of 5-0.

M. REPORT OF THE CITY ATTORNEY: None

N. OLD BUSINESS (discussion of matters held over from last meeting, if any) None

O. FUTURE AGENDA ITEMS OF COMMISSIONERS, if any: None

P. FOR THE GOOD OF THE ORDER (limited to events, feel good announcements only)

Mayor McCutchen commended Mr. Burke stated this is a huge task combing through tons of documents and following ups on unfinished projects and thanked staff of their willingness to support you.

Commissioner Williams announced the Central Florida Soul Festival will be this Saturday.

Vice Mayor Berrien stated that the Black History Event was an awesome experience.

Q. ADJOURN:

NOTE: ***If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to 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. (F.S. §286.0105)***

There being no further business to conduct, Motion Vice Mayor Berrien, second Commissioner Williams to adjourn the Regular Commission meeting of March 12, 2024, at 8:15 PM.

Motion to adjourn passed by unanimous vote of 5-0.

ATTEST: **Petrina McCutchen, Mayor**

Melissa Cannon, Deputy City Clerk

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM H-01

SUBJECT

Renewal of Interlocal Agreement for Polk County Library Cooperative with Proposed Resolution

BACKGROUND

The Polk County Library Cooperative is a countywide collaboration between Polk County and 13 municipalities, including Fort Meade, to provide library services to all Polk County residents. The Cooperative operates under an interlocal agreement which establishes terms for funding, governance, and operations.

The new proposed agreement renews the Cooperative arrangement for another 10-year term from 2024-2034, with no substantial changes from the previous agreement. Key provisions include:

- Purpose to provide coordinated library services across the county
- Governance through the Library Cooperative Governing Board
- Funding and distribution formulas for county funds to participating libraries
- Maintenance of Effort requirement for municipal funding
- Statistical reporting requirements
- Process for adding new members, withdrawal or termination

The City Attorney has reviewed the agreement and prepared a resolution for the City Commission to formally adopt it.

ANALYSIS & BENEFITS

Participation in the Library Cooperative provides significant benefits to Fort Meade, such as:

- Access to a wider collection of books, media and digital resources shared between member libraries
- Eligibility for State Aid to Libraries grant funding as part of the cooperative
- Cost savings through centralized activities like purchasing, cataloging, and courier service
- Resources and support for new technology and automation projects
- Consistent service standards and policies across the county

The Cooperative's strategic plan (attached) outlines its mission to seamlessly provide outstanding public library services throughout Polk County, with goals focused on supporting patron services, strengthening partnerships, and improving library services through innovative technology. Notable accomplishments include establishing a joint database serving all county residents, providing outreach programs, obtaining grant funds for special projects, and partnering with the school system and other organizations. These efforts align with and enhance Fort Meade's library services.

Approving the interlocal agreement will ensure Fort Meade's access to these benefits for the next decade. It enables the Fort Meade Public Library to provide enhanced services to residents beyond what municipal funding alone can support. The agreement allows Fort Meade to offer residents a wider range of materials, technology, and services that would be difficult to fund independently, while receiving county support to

serve residents beyond city limits.

FISCAL IMPACT

There is no additional cost to the City to participate in the Library Cooperative. The agreement requires the City to maintain a minimum level of funding for library services, based on the average of the prior two years. In turn, the City will receive a portion of dedicated county library funding through the Library MSTU, determined annually based on a formula that accounts for municipal library budgets and circulation.

In FY2022-23, Fort Meade received $48,630.69 from the county through this funding agreement. For FY2023-24, Fort Meade is expected to receive $47,921.42. These funds help offset the cost of providing library services to residents in surrounding unincorporated areas of the county.

RECOMMENDATION

Staff recommends that the City Commission approve the Interlocal Agreement for the Polk County Library Cooperative and authorize the Mayor to execute the agreement.

Attachments:

1. Proposed Resolution Adopting the Agreement
2. Interlocal Agreement for Polk County Library Cooperative 2024-2034
3. PCLC Adopted Long Range Plan

Temp. Reso. No. _____
4/5/24
4/9/24

CITY OF FORT MEADE, FLORIDA

RESOLUTION NO. 24-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, APPROVING THE POLK COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Polk County Library Cooperative is a countywide collaboration between Polk County and thirteen (13) municipalities, including the City of Fort Meade ("Cooperative"); and

WHEREAS, the Cooperative operates under a Polk County Library Cooperative Interlocal Agreement ("Agreement") that establishes terms for funding, governance, and operations; and

WHEREAS, the purpose of the Agreement to provide for the coordination of library service throughout the service area of the County and all participating entities, to provide for equal access to free public library service to all residents in Polk County, and to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance and development of library service throughout the service area of the participating entities.

WHEREAS, the new proposed Interlocal Agreement renews the Cooperative arrangement for another 10-year term from 2024-2034, with no substantial changes from the previous Agreement; and

WHEREAS, participation in the Library Cooperative provides significant benefits to the City of Fort Meade, including access to a wider collection of resources, eligibility for grant funding, cost savings, support for technology projects, and consistent service standards; and

WHEREAS, the Interlocal Agreement will ensure the City of Fort Meade's access to these benefits for the next decade and enable the Fort Meade Public Library to provide enhanced services to residents; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to approve the Interlocal Agreement and continue participation in the Polk County Library Cooperative.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, AS FOLLOWS:

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

Section 2. The City Commission hereby approves the Interlocal Agreement for the Polk County Library Cooperative for the term 2024-2034 (attached to this Resolution as Exhibit “A”).

Section 3. The Interim City Manager is authorized to execute the Interlocal Agreement on behalf of the City.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Fort Meade, Florida, this _____ day of _____, 2024.

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	

Passed by Library Cooperative Governing Board on March 13, 2024

POLK COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT 2024

This Agreement is entered into this ____day of _____ by Polk County, a political subdivision of the State of Florida, hereinafter referred to as the County, and the municipalities of Auburndale, Bartow, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lakeland, Lake Wales, Mulberry, Polk City, and Winter Haven, hereinafter referred to as "participating municipalities".

WHEREAS, Section 163.01, Florida Statutes (2023) the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, both the County and participating municipalities are public agencies within the meaning of Chapter 163.01, Florida Statutes (2023); and

WHEREAS, Section 163.01(4), Florida Statutes (2023) provides that a public agency of this state may exercise jointly with any other public agency of the state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 125.01(f), Florida Statutes (2023) authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes (2023), authorizes municipalities to render municipal services and exercise power for municipal services, except when expressly prohibited by law; and

WHEREAS, the County and participating municipalities desire to cooperate in a countywide agreement to provide library services without charge to all persons residing in Polk County, including residents of the unincorporated areas and those incorporated areas not served by a public library; and

WHEREAS, the County as an eligible political subdivision under Section 257.17, Florida Statutes (2023), may participate in the State Aid to Libraries Program; and

WHEREAS, the County enacted Ordinance 07-18, the Polk County Amended, Restated and Consolidated Comprehensive Impact Fee Ordinance, as amended, which in part provides for the funding of library capital improvements required by growth within Polk

County; and

WHEREAS, the County enacted Ordinance 05-025, the Polk County Library MSTU Ordinance to levy ad valorem taxes within the unincorporated area of Polk County to fund new libraries, and, to the extent that it is demonstrated that such facilities benefit and are used by the residents of the unincorporated area of Polk County, existing and future library facilities operated by the Polk County Library Cooperative and its members.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. PURPOSE

The County and participating municipalities agree to cooperate, pursuant to the terms of this interlocal agreement, in the operation of a cooperative countywide library system in Polk County to provide library services without charge to all persons who are residents of Polk County.

In particular, it is the express purpose of the agreement to provide for the coordination of library service throughout the service area of the County and all participating entities, to provide for equal access to free public library service to all residents in Polk County, and to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance and development of library service throughout the service area of the participating entities. The Board of County Commissioners shall have the authority to administer this Agreement and is empowered to take collective action as directed by the Library Cooperative Governing Board (hereafter governing board) as is reasonable or appropriate to achieve the purposes as set forth herein.

2. DEFINITIONS

1. Resident shall mean any individual who either owns real property or resides in Polk County on a permanent basis or as established by the Governing Board.
2. County shall mean Polk County, a political subdivision of the State of Florida.
3. Auburndale shall mean the City of Auburndale, a legal entity established for local governmental purposes and the location of the Auburndale Public Library.
4. Bartow shall mean the City of Bartow, a legal entity established for local governmental purposes and the locations of the Bartow Public Library, Polk County Historical & Genealogical Library and the Polk County Law Library.
5. Dundee shall mean the Town of Dundee, a legal entity established for local governmental purposes and the location of the Dundee Public Library.

6. Eagle Lake shall mean the City of Eagle Lake, a legal entity established for local governmental purposes and the location of the Eagle Lake Public Library.
7. Fort Meade shall mean the City of Fort Meade, a legal entity established for local governmental purposes, and the location of the Fort Meade Public Library.
8. Frostproof shall mean the City of Frostproof, a legal entity established for local governmental purposes and the location of the Latt Maxcy Memorial Library.
9. Haines City shall mean the City of Haines City, a legal entity established for local governmental purposes and the location of the Haines City Public Library.
10. Lake Alfred shall mean the City of Lake Alfred, a legal entity established for local governmental purposes and the location of the Lake Alfred Public Library.
11. Lake Wales shall mean the City of Lake Wales, a legal entity established for local governmental purposes and the location of the Lake Wales Public Library.
12. Lakeland shall mean the City of Lakeland, a legal entity established for local governmental purposes and the locations of the Lakeland Public Library, Larry R. Jackson Branch Library and the Kelly Branch Library.
13. Mulberry shall mean the City of Mulberry, a legal entity established for local governmental purposes and the location of the Mulberry Public Library.
14. Polk City shall mean the City of Polk City, a legal entity established for local governmental purposes and the location of the Suzette Penton Polk City Community Library.
15. Winter Haven shall mean the City of Winter Haven, a legal entity established for local governmental purposes and the location of the Winter Haven Public Library, Kathryn L. Smith Memorial.
16. Cooperative shall mean the Polk County Library Cooperative, a public library system operated by a governing body designated by one or more participating local governments and/or entities to administer through a single administrative head, the common services for a group of libraries supported by those participating local governments and/or entities that have joined together by formal agreements to provide services across their combined service areas.
17. Single administrative head (Cooperative Coordinator) shall mean the central administrator of the Polk County Library Cooperative who administers, manages, and coordinates Cooperative activities and who, at a minimum, meets the requirements for a Cooperative Coordinator as described at Section 9, herein.
18. Governing Board shall mean the governing body of the Polk County Library Cooperative as empowered pursuant to this Agreement.
19. Service area shall mean all of Polk County.

20. Participating Library shall mean any of the libraries located within Polk County that have entered into this agreement.
21. Polk County is a political subdivision of the State of Florida and is authorized to participate in the State Aid to Libraries Program and operates the Polk County Genealogical Library and the Justice Steven H. Grimes Law Library.
22. Circulation – shall mean all library materials that are borrowed for use outside the library, including digital books and media.
23. Capital – shall mean money expended for purchase or construction of a library building or library quarters (ie: bricks and mortar, land (purchase or value of); and utility infrastructure). Capital shall not include shelving, furniture, or replacement of carpet.
24. BOCC – shall mean the "Board of County Commissioners" of Polk County
25. MSTU- shall mean the "Municipal Services Taxing Unit" enacted by the BOCC in the unincorporated areas of the county for public library services beginning with FY 2005-2006, the funds from which may be used for existing and future library facilities, collections and programs to the extent that it is demonstrated that such facilities benefit and are used by residents of the unincorporated area of Polk County.
26. Impact Fee – shall mean the library impact fee enacted by the BOCC for public library capital projects required by growth.

3. AGREEMENT

This Agreement shall constitute the entire agreement of parties hereto and of the Polk County Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest in accordance with its terms. No modification or amendment of the Agreement shall be binding unless in writing approved by each of the governing boards of the participating libraries and by the Cooperative Governing Board, and executed on behalf of each of the participating libraries and the Cooperative Governing Board.

4. TERM

The term of this Agreement shall be 10 years, beginning on October 1, 2024 and shall automatically renew for additional 10 year terms, however any party hereto may terminate their participation in this Agreement as provided herein. The parties hereto agree to meet at the request of any member party to review the provisions of this agreement at least one hundred and twenty (120) days prior to October 1st of each year in order to consider such modifications as the parties may desire for the subsequent year.

5. WITHDRAWAL OR TERMINATION

Any participating party may withdraw from the Cooperative established by this Agreement and thereby terminate its rights and responsibilities under this Agreement. Written notice of the withdrawal and termination shall be given to the

Governing Board 60 days prior to the effective date. Any funds received by the withdrawing party will be pro-rated to the termination date and a refund will be made by the withdrawing party to the Cooperative. Distribution of the refund will be made to the remaining cities in accordance with the funding formula.

6. DISPENSATION OF PROPERTY AND EQUIPMENT

Upon withdrawal or termination of the Agreement by any participating party (whether by termination or otherwise), all real property and equipment valued at the amount established by applicable law and regulations and purchased by the Cooperative with State, County or Federal funds (except State Construction Grant Funds), shall be retained by the Polk County Library Cooperative.

If the Cooperative ceases to exist, the abovementioned real property and equipment shall revert to the Florida Department of State, Division of Library and Information Services (State Library of Florida). All disposition of real property and equipment shall be in accordance with applicable state law and regulations.

Materials, furniture and equipment purchased with local funds or grants procured by the municipality or county, whether funds of a municipality, non-profit entity, or the county, shall remain the property of the participating library for which they were purchased. Disposition of the real property shall be the responsibility of the owning entity.

A terminating library will be able to purchase a copy of its MARC (Machine Readable Catalog) records in its current format at the time of termination for a fee covering the cost of extraction. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense, with vendor approval from the Governing Board.

If the terminating library requests to continue using the Cooperative database and automation software, it will be reviewed by the Cooperative Governing Board and done at the terminating library's expense.

In the event that the terminating library serves as the host library for the automation networking equipment and software, the Governing Board will approve another host city or site.

7. ADDITION OF NEW MEMBERS

NEW MEMBERS: Any publicly owned and operated library within Polk County which is not a participating library may become a party to this Agreement and a member of the Polk County Library Cooperative upon the approval by a majority vote of the Governing Board and upon execution and delivery of a counterpart original of the Agreement (as then in force). The above and the following conditions

must be satisfied by new members prior to April 1st of a given calendar year: 1) Agree to provide library services to all Polk County residents free of charge, 2) Agree to provide services in accordance with the Cooperative's Long-Range Plan, 3) Agree to submit an Annual Library Budget to the Cooperative, 4) Agree to share materials/resources with other member libraries, 5) Agree to remain open a minimum of 40 hours per week, and 6) Agree to all other conditions as outlined in the Interlocal Agreement

Upon satisfaction of these conditions, the proposed new member (participating library) shall become a party to this Agreement and a member of the Polk County Library Cooperative effective the next October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights of new members as delineated in the Bylaws of the Governing Board.

8. GOVERNING BODY

The Governing Board of the Polk County Library Cooperative shall consist of one representative appointed by each participating municipality, and one administrator from County government appointed by the Board of County Commissioners. Each participating municipality and the County shall also designate at least one; but no more than two alternate representatives to act on its behalf during any absence. The Governing Board shall elect a chair, vice-chair, and secretary each to serve a two year term. The Governing Board shall appoint the Cooperative's single administrative head (Cooperative Coordinator), adopt By-laws, set policy for and manage operations of the Cooperative, including salaries of the Coordinator and other staff, develop with the Cooperative Coordinator and approve the Cooperative's budget and submit it to the Board of County Commissioners for review and transmittal to the State Library of Florida, review and develop new formulas for the disbursement of County funds, make decisions with the Cooperative Coordinator on the use of state funds, which will be centrally expended by the Cooperative for participating libraries for the benefit of residents of the combined service area; make decisions with the Cooperative Coordinator on the use of County funds including county Library MSTU and Impact Fee revenues which will be expended pursuant to the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee; conduct public meetings, (no less often than quarterly), enter into and sign contracts to benefit the Cooperative members, and appoint members of committees and advisory boards as required to accomplish specific activities.

9. COOPERATIVE COORDINATOR

The Cooperative Coordinator shall be appointed by the Governing Board and shall have the following minimum qualifications: a Master's Degree in library/information science from a program accredited by the American Library Association, plus five years of successful, full-time, paid library experience in a public library. The Governing Board may establish any other qualifications for the Cooperative

Coordinator and shall set positions, salary structure and benefits for the Coordinator and all direct staff of the Cooperative. The Cooperative Coordinator, under the supervision of the Governing Board, shall interview, select, supervise, and recommend discharge of staff for the office of the Cooperative in accordance with policies established by the Governing Board. All paid staff of the participating libraries shall remain employees of the governing board that operates each library and shall retain all rights, responsibilities and powers associated with employment of staff. In the event the Coordinator is an employee of a participating municipality the Coordinator's salary and other expenses of employment shall be reimbursed by the Cooperative.

10. DUTIES OF THE COOPERATIVE COORDINATOR

Under the direction of the Governing Board, the duties of the Cooperative Coordinator shall include, but are not limited to:

a. Maintaining information and submitting with approval of the Governing Board and on behalf of the Cooperative and participating libraries applications for available County, State and Federal library funds and filing reports required by the Florida Department of State, Division of Library and Information Services.
b. Preparing and presenting to the Governing Board for approval the Cooperative's single Long Range Plan developed by the Governing Board and the Coordinator.
c. Preparing and presenting to the Governing Board for approval the Cooperative's annual operating and capital budgets and Annual Plan of Service.
d. Recommending and coordinating the implementation of library program opportunities for offering to the participating libraries.
e. Recommending and developing, with the approval of the Governing Board cooperative projects as a method of cost reductions and improved efficiency.
f. Planning for and developing centralized coordination, planning, technical services, and automation programs for participating libraries, as agreed to by the Governing Board.

11. LONG RANGE PLAN FOR LIBRARY SERVICES AND ANNUAL PLAN AND BUDGET

In concert with the Governing Board, the Cooperative Coordinator shall coordinate the development and implementation of a Long Range Plan for the operation, maintenance, and development of the Cooperative and its participating libraries, to be adopted by the Governing Board and maintained through a yearly update.

The Governing Bodies of the participating libraries shall continue to fund their local libraries and are not required to make any payment to the Cooperative for participating in the Cooperative. All authority with respect to participating library

funding of the Cooperative's Long Range Plan, the Annual Plan and any other library program or expenditure from participating library's governing body shall lie solely with the participating municipality. In order to qualify for the maximum amount of state aid, all expenditures made for participating libraries by the participating municipalities shall be made in accordance with the Cooperative's Long Range Plan and Annual Plan.

There shall be a single, combined annual Cooperative budget for library service in Polk County. The budget shall be developed with a Fiscal Year ending September 30 of each year. The Cooperative's budget shall reflect the annual plan approved by the Governing Board, shall be prepared by the Cooperative Coordinator, and shall take into account funds received, budgeted for and expended by participating libraries, and funds received from the County, State and Federal funds (except State construction grants), and all other revenues received to provide library service.
The budget shall be adopted by the Cooperative's Governing Board for submission to the Board of County Commissioners. Nothing contained herein shall require any participating municipality or Polk County on behalf of Polk County's Historical/Genealogical Library or Polk County's Law Library to appropriate any amount in excess of the Maintenance of Effort defined at Section 14, herein.

12. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS

The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds, or bequests. All such monies, property or funds received by the Cooperative shall be the property of the Cooperative, subject to termination provisions set forth in this Agreement. All such monies, property or funds received by municipalities or non-profit entities for the benefit of an individual participating library shall remain the property of the participating library.

13. COOPERATIVE SYSTEM-WIDE AND CENTRALIZED ACTIVITIES

An Annual Plan of Library Service for the Cooperative may offer system-wide and centralized activities, such as centralized purchasing, centralized periodical subscription service, centralized technical services, shared staff, and others to be funded by one or a combination of:

a. The Cooperative's County funds including Library MSTU and Library Impact fees designated in the Annual Budget.
b. The Cooperative's State funds designated in the Annual Budget.
c. Agreed-to portions of the Cooperative's County funds programmed to be distributed to the participating libraries with the approval of the participating libraries' governing bodies of those libraries that choose to participate in any system-wide and/or centralized

activity.

d. Direct payment to the Cooperative by the governing bodies of participating libraries that choose to participate in any system-wide and/or centralized activity.

14. APPROPRIATION FOR PARTICIPATING MUNICIPALITIES FUNDS:

There is reserved to the participating municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. Participating libraries, including participating municipalities and the County, agree to a Maintenance of Effort which will maintain actual operating and maintenance expenditures for public library services, exclusive of short-term special funding, at that level of at least the lesser amount expended from the same purpose in either of the two fiscal years preceding the annual appropriation being considered, such that funds provided under this Agreement shall not be construed to be a substitute for city funds allocated for the support of public library services to the residents of the city or county. Participating municipalities who cannot meet this condition because of extenuating budget circumstances in a specific fiscal year may request a Maintenance of Effort Waiver for that specific fiscal year according to procedures established by the Cooperative's Governing Board and codified in the By-Laws adopted by the Governing Board.

15. APPROPRIATION AND ALLOCATION OF POLK COUNTY FUNDS FOR PARTICIPATING LIBRARIES

For the duration of this Agreement, County funds allocated for the support of the Cooperative shall be distributed among participating publicly owned and operated libraries according to the formulas found in Section 21 and Section 22.

1) Funding Formula – To the extent that it is demonstrated that the Cooperative’s library system benefits and is used by residents of the unincorporated area of Polk County, the County shall provide dedicated funding from Library MSTU dollars to the Cooperative as provided for in Section 21.
2) Distribution Formula – The County funds, including Library MSTU dollars, allocated for the support of the Cooperative shall be distributed among participating libraries in two payment installments by January 31 and April 15 pending necessary information is provided by cities according to the formula in Section 22 with an annual review.
3) All County funds shall be spent by the participating libraries in accordance with the Cooperative's Long Range Plan and Annual Plan of Service and pursuant to the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee

4) State Aid to Libraries Grant funds and County Library Impact Fee dollars for capital projects required by growth shall be administered centrally and budgeted in accordance with the Long Range Plan and Annual Plan of Service and expended by the Cooperative on behalf of libraries services in Polk County.
5) The Cooperative Governing Board will expend any County funding provided for public library services in accordance with the Cooperative's long range plan and annual plan of service and the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee.

16. STATISTICAL REPORTS

Each month, by the 20th day, statistical reports in the format requested by the Coordinator shall be submitted by all participating libraries to the Cooperative Coordinator for the previous month. Notwithstanding the foregoing, the Coordinator shall have the authority to adjust the reporting frequency to periods which are more efficient and productive to the administration of the Cooperative.

17. RESPONSIBILITY OF THE COOPERATIVE

The Cooperative shall abide by the terms and provisions of laws of the State of Florida and the provisions of this Agreement and other applicable Federal, State, and or local laws, rules, and regulations.

18. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES

Participating governing bodies shall abide by all State and Federal laws, and specifically those relating to the provision of library services. Participating governing bodies shall retain local autonomy and control over the operations and functions of its participating library, except where participating governing bodies have ceded authority to the Cooperative's governing body through this Agreement or amendments thereto.

19. MODIFICATION OF AGREEMENT

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Cooperative's Governing Board and all parties hereto with the same formality and of equal dignity herewith.

20. NOTICES

All notices, demands or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party or the other, shall be deemed to have been fully given or made or sent when in writing and addressed to the City Manager of the participating municipalities and the County Manager for the Board of County Commissioners.

21. FUNDING FORMULA

The County has provided a dedicated funding source (Library MSTU) which assists in its commitment to more equitable funding in order to reach $23.60 operational funding per capita as recommended by previous professional consultants hired by the County.

22. DISTRIBUTION FORMULA

Each participating municipality shall be allocated a portion of all county dollars, including the Library MSTU, to the extent that it is demonstrated that the Cooperative's library system benefits and is used by residents of the unincorporated area of Polk County, based on this formula:

[10% of the municipality's current library budget (excluding capital as defined herein) + (remaining funds for distribution X its library's % of circulation (as compared to the entire Cooperative's circulation) for the most recent fiscal year)] Any publicly owned and operated library open at least 40 hours a week will receive at least $25,000. The minimum funding level has the opportunity to be increased upon recommendation by the Governing Board and with a unanimous approval vote of the Governing board.

Shown another way the formula looks like this:

A = Total County Funds
B = 10% of municipality's current library budget (excluding capital as defined herein)
C = Sum of amount B for each location
D = A – C (remaining funds for distribution)
E = % of library's circulation (as compared to the entire Cooperative's cumulative Circulation for the most recent fiscal year)

Each municipality's allocation = B + (D*E), with the provision that any library open at least 40 hours a week will receive at least $25,000. The minimum funding level has the opportunity to be increased upon recommendation by the Governing Board and with a unanimous approval vote of the Governing board.

ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid it shall be considered deleted therefrom, and shall not invalidate the remaining provisions.

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Signed by:_____

Printed name:_____

Title:_____

Date:_____

Witness:_____

Printed name:_____

CITY OF:_____

Signed by:_____

Printed name:_____

Title:_____

Date:_____

Witness:_____

Printed name:_____

PCLC
POLK COUNTY
LIBRARY COOPERATIVE

As members of the Polk County Library Cooperative, the Auburndale, Bartow, Dundee, Eagle Lake, Fort Meade, Haines City, Lake Alfred, Lake Wales, Lakeland, Mulberry, and Polk City Public Libraries; the Frostproof Latt Maxcy Memorial Library, Winter Haven Public Library Kathryn L. Smith Memorial, Justice Stephen H. Grimes Law Library and the Polk County Historical/Genealogical Library engage in joint planning for the coordination of library services. This plan adopted by Governing Board 7/13/2022.

Vision -

As the cornerstone of our community, we connect libraries, information and people *so every individual succeeds*

Mission - *Seamlessly provide outstanding public library services throughout Polk County*

Values – T-I-E-S

- ***T****rust*
- ***I****nnovation*
- ***E****xcellence*
- ***S****ervice*

Goals - Discover, Learn, Connect, Empower

Goal 1: Support Patron Services, Programming, and Materials Access

Objectives

1.1 Add ADA approved equipment and technology for special needs clients

1.2 Increase the number of programs available in member libraries

1.3 Partner with Museum in History Center to increase awareness and usage of materials and resources

1.4 Strengthen all member collections through collection development training; i.e. weeding techniques, use of professional tools, acquisitions

1.5 Provide best sellers in multiple copies to member libraries and explore use of e-book and other formats for best sellers as funds allow

1.6 Assist member libraries in purchasing, making shelf-ready, and displaying materials through centralized funds, as available

1.7 Utilize Books by Mail to increase borrowers access to materials

1.8 Explore “regionalized” approach to services using assigned service levels (i.e. Express Library, etc.)

1.9 Explore centralized cataloging to improve efficiencies and increase accessibility of materials

1.10 Stay current with new material mediums and work together to offer them when possible

1.11 Explore opportunities to provide access to more e-content through partnerships with neighboring county libraries and the state

1.12 Explore opportunities to develop multilingual collections, being mindful of the languages spoken in our communities

1.13 Support and encourage Readers Advisory services and explore additional tools and technologies for offering personalized reading suggestions

1.14 Develop and expand ways to provide contactless service

Goal 2: Tell the Library Story to Community and Stakeholders

Objectives

2.1 Increase patron awareness of sharing resources among our member libraries and through interlibrary loan by developing effective public relations and marketing materials

2.2 Educate patrons and the community about remote access to library databases and online digital resources

2.3 Explore and develop niche marketing opportunities

2.4 Develop programs for the community that can be presented to locations throughout the county

2.5 Promote the library as an inclusive gathering space and information hub

2.6 Share the value (or impact) of public libraries illustrated through personal narratives from the community and/or patrons

2.7 Send out a quarterly newsletter telling the library story and promoting events and add a bilingual version

2.8 Utilize social media and all other available avenues to tell library story

2.9 Continue growing channels of communication about member library happenings and local community news

2.10 Enhance the PCLC website and integrate mobile-friendly platforms

2.11 Form a Community Engagement and Marketing Special Interest Group for member library staff to share ideas

Goal 3: Provide Outreach Services and Strengthen Partnerships

Objectives

3.1 Provide an Outreach Services Librarian to work countywide

3.2 Continue to seek grant funds for outreach projects

3.3 Explore programming prospects outside of libraries during summer library program

3.4 Develop new Partnerships with other County departments and agencies, businesses, civic groups and citizens to support library services in Polk County

3.5 Continue Bookmobile service to outlying areas and explore other outreach services such as lockers and deposit collections

3.6 Continue Books by Mail Services and monitor services for expanded resource needs

3.7 Provide remote lending libraries to expand services to underserved areas

3.8 Develop clearinghouses of information on community resources and services with contacts for both staff and public to use

3.9 Continue developing relationships with school system to formally share information and resources

3.10 Partner with literacy providers in community to combat illiteracy through dissemination of information, providing tutor space and collecting materials for adult learners

3.11 Partner with other city/county/state/federal departments/agencies as appropriate to expand services and programs

3.12 Partner with school and charter boards to give every K-12 student a limited use library card good for the school year

3.13 Explore partnership opportunities with virtual schools and homeschoolers

3.14 Strengthen partnerships with Friends and facilitate sharing of ideas between groups

3.15 Create and provide canned programs at member libraries or community outlets for all ages

3.16 Establish an informal group of Polk County librarians (academic, special, public), media specialists, archivists, genealogists, and researchers to network and share ideas

3.17 Explore partnership opportunities with Citrus Connection and other public transit to bring books to people and people to books

3.18 Provide digital literacy education to build the skills that Americans need in the 21st century by reaching patrons where they are (or at the point of need). Provide in person, online and on demand options

Goal 4: Evaluate and Improve Facilities and Delivery Service Points

Objectives

4.1 Continue to seek solutions to the growth issues in Polk County and the need for more library facilities including Express Libraries

4.2 Seek grant funds to improve current facilities in municipalities and build new facilities as needed

4.3 Work with all Interlocal members to move Administrative office space for Cooperative

4.4 Work with City of Lakeland to transition Express Library to city owned/operated location

4.5 Strive to ensure that all facilities are located on a public bus route

4.6 Support and assist with responses of member libraries in the event of emergencies

Goal 5: Deliver Cooperative Services

Objectives

5.1 Provide Management and Coordination through scheduling, communication, monitoring, and information dissemination

5.2 Provide Fiscal Management and Grants Administration for Federal, State, and County funds

5.3 Provide Data Management by collecting, compiling and reporting usage and fiscal data

5.4 Provide Information Technology Support and Assistance to facilitate technology use and connectivity to Cooperative resources

5.5 Provide Communication and Advocacy, including Marketing for both Cooperative and member library services

5.6 Provide Courier service between all service outlets and monitor service for increased resource needs

5.7 Provide Continuing Education opportunities through workshop opportunities with the Tampa Bay Library Consortium, through interpersonal networking opportunities and through direct instruction as applicable

5.8 Provide limited direct services to the public, including but not restricted to operating the bookmobile, providing books by mail, providing multiple copies of best-sellers (in multiple formats), operating lending/vending machines and subscribing to electronic databases

5.9 Explore the possibility of the Cooperative overseeing the operation of facilities that are located in unincorporated areas of the County

5.10 Continuously explore new grant and funding opportunities

5.11 Explore the possibility of hiring a professional marketer to tell the library's story, promote library events and educate the public on how to make best use of our libraries

Goal 6: Improve library services through innovative technology

Objectives

6.1 Enhance technology in libraries for patrons and staff through upgrades in network, computers, hardware, and software

6.2 Support the use of Ask-A-Librarian as a back up tool for reference and information questions.

6.3 Revise PCLC web page and add new sites and features as technology changes

6.4 Seek group discounts on electronic reference sources used by all member libraries

6.5 Explore and implement new technologies as able

6.6 Explore and implement best practices and methods for providing technology support to member libraries

6.7 Embrace and develop mobile technologies and mobile friendly platforms for patrons and staff as new devices and opportunities emerge

6.8 Explore opportunities to embrace Gigabit community practices

6.9 Create an electronic clearinghouse of information for library staff/patrons of community services and support available countywide

6.10 Digitize resources and continuously explore new methods of providing access

Goal 7: Foster Staff Development

Objectives

7.1 Provide low cost continuing education opportunities for all staff

7.2 Promote TBLC membership and continuing education opportunities through consortium

7.3 Share expertise among members and their staff

7.5 Add Cooperative staff as recommended in 07 O'Donnell Report

7.6 Schedule at least one county-wide training day each year for member library staff

7.7 Facilitate in-house training opportunities for library staff using local experts and resources

7.8 Develop a mentoring program for the librarians of the future, focusing on customer service skills

Notable Accomplishments –

The Polk County Library Cooperative would like to celebrate the following accomplishments in its twenty five years of existence:

- Established a Governing Board and an Advisory Council
- Increased the number of hours open in several member libraries and added staff in most member libraries
- Automated member libraries and developed a joint database serving all of Polk County residents and adopted a single county library card
- Assisted member libraries in developing technology plans and adding internet service and many computer work stations
- Assisted several member libraries in planning and implementing building programs
- Purchased a delivery van and established five day delivery service for all member libraries for distribution of materials county wide
- Added “B-Mail” a Books by Mail service for all Polk County residents in 2006
- Added multiple copies of best sellers at all member libraries
- Contracted staff for the Cooperative, including a Coordinator, an Administrative Assistant, Outreach Services Librarian, Delivery Van Drivers, and Technology staff
- Developed a Web Page, BLOG, and listservs for the Cooperative and its members
- Participated in reciprocal borrowing agreements with the Tampa Bay Library Consortium as able
- Actively participated in Tampa Bay Library Consortium and encouraged member libraries to use training opportunities
- Worked to increase county funding and successfully got a dedicated funding source in the form of a .25 mil MSTU with Impact fees in 2005
- Provided outreach children’s programs in all member libraries
- Obtained grant funds for special projects such as Shared Automation System and conversion of library bibliographic records, GED study center in Kathleen, Florida, Born to Read family literacy, Authority Control, Gates Grant and Community Libraries in Caring Grant (Dundee and Polk City), library material vending machines at the Outpost 27 Visitor’s Center, iPads for children at Auburndale and Dundee, digitization at the Historical/Genealogical Library, and CARES and ARPA grants to provide safer services during the pandemic

- Built relationships with county school system personnel and continue to meet with them as needed to discuss programs and joint projects
- Formed a Capital Improvements Committee to plan for implementation of recommendations from a Consultant's Study of library users, facilities, bookmobile service and levels of funding in 2001; updated the Consultant's Study in 2007
- Opened an "E-Library" an Express library with limited services in South Lakeland in 2007
- Purchased a replacement Bookmobile in 2007
- Began issuing library cards at off-site events such as County "Town Hall" meetings
- Successfully pioneered use of new library material vending machines in partnership with Tourism/Sports Marketing at Outpost 27 Visitor's Center
- Upgraded our Library Automation System to newer, more versatile programs and platforms
- Implemented new "Symphony Team" of experts from member libraries and PCLC staff to administer upgraded automation system
- Were represented at the state level when our Coordinator was elected as Florida Library Association President
- Were represented at the national level when member libraries were asked to present program ideas at American Library Association Conferences
- Partnered with Career Source Polk to have their mobile bus regularly scheduled at member libraries to provide employment/career assistance to patrons
- Partnered with the Polk County School Board and several area Charter Schools to provide K-12 students with PLUS accounts in the Public Library system
- Added a mobile app to our resources
- Added pick-up lockers and curb side services to our resources
- Partnered with the Davenport Historical Society to open a "Community Reading Room" in the Peter Rust Community Center
- Offered Bilingual Storytimes (both online and in person)
- Worked with the State Library to provide Career Online High School services to adults
- Added hotspots and laptops for distance learners to use
- The Polk County History Center gained accreditation through the American Alliance of Museums (AAM) in June 2019. AAM's Accreditation Program is recognized as the gold standard of museum excellence
- The Historical & Genealogical Library at the Polk County History Center became a FamilySearch Affiliate Library in January 2021. As of 2022, they are the only FamilySearch Affiliate Library listed in Polk County. Being an

affiliate library allows our patrons free access to additional privileges of limited-access databases

Polk County Library Cooperative

SUMMARY

Vision -

As the cornerstone of our community, we connect libraries, information and people *so every individual succeeds*

Mission - *Seamlessly provide outstanding public library services throughout Polk County*

Values – T-I-E-S

- *Trust*
- *Innovation*
- *Excellence*
- *Service*

GOALS:

Discover, Learn

Support Patron Services, Programming and Materials Access

Tell the Library Story to Community and Stakeholders

Connect

Provide Outreach Services and Strengthen Partnerships

Evaluate and Improve Facilities and Delivery Service Points

Deliver Cooperative Services

Empower

Improve library services through innovative technology

Foster Staff Development

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM H-02

SUBJECT

Engineering Services Agreement Amendment for CDBG and RIF Downtown Revitalization Project

BACKGROUND

In 2014, the City of Fort Meade adopted the Historic Fort Meade Downtown Vision Plan to revitalize the downtown area, especially the section of West Broadway Street (Main Street) where most businesses are located. Key priorities identified included supporting businesses, improving walkability and amenities, increasing downtown visibility, and encouraging economic development.

In August 2021, the City was awarded a $700,000 Small Communities CDBG grant (Contract #22DB-OP-07-63-02-C02) for commercial revitalization, with the City providing $50,000 in leverage. To address additional stormwater and sidewalk improvements needed on West Broadway beyond the CDBG scope, the City applied for and was awarded a $969,900 Rural Infrastructure Fund (RIF) grant in June 2023, with no less than 50% match of total cost of project requirement to be provided through CRA bond funds.

The project scope is divided as follows:

- - CDBG: MLK and corners of Main Street city blocks
- - RIF: Stormwater improvements along Main Street
- - CRA + City: Center portions of five (5) Main Street blocks not improved by CDBG

Engineering is currently at 60% for the CDBG portion. The proposed amendment to the engineering agreement with Mittauer & Associates would incorporate the additional RIF and CRA scope. If approved, engineering and bid documents are expected to be complete by October 2024, assuming no deficiencies noted by the State and County. Construction procurement would then take up to 3 months.

Challenges include timeline constraints related to oversight, easement acquisition, staff turnover, and potential unforeseen issues. The engineer will make any needed plan adjustments. Staff will work on grant compliance requirements, easements, environmental review and permitting concurrently with the engineering.

FISCAL IMPACT

The fiscal impact of approving Amendment No. 1 to the Engineering Services Agreement with Mittauer & Associates is as follows:

- The original engineering fee for the CDBG scope of work was $99,400.
- Amendment No. 1 increases the engineering fee by $74,800 to cover the additional design, permitting, construction administration, and inspection services required for the expanded scope that includes the RIF stormwater and additional sidewalk improvements.
- The total revised engineering fee for the combined CDBG and RIF scope of work will be $174,200.
- As of the date of the Engineering Services Agreement - Task Order Amendment No. 1, the City

has already paid $55,120 under the original agreement.

- The City will be responsible for providing a match of $969,900 for the RIF grant, which will be sourced from CRA bond funds.

In summary, approving the amendment will increase the City's engineering costs by $74,800, bringing the total engineering fee to $174,200. Additionally. the City will need to allocate approximately $969,900 in CRA bond funds to meet the match requirement for the RIF grant.

RECOMMENDATION

Approve Amendment No. 1 to the Engineering Services Agreement with Mittauer & Associates to expand the scope to include the RIF stormwater and additional sidewalk improvements. The amendment increases the engineering fees from $99,400 to $174,200 to cover the additional design, permitting, construction administration and inspection services required.

Attachments

1. Proposed Resolution
2. Engineering Services Agreement Amendment No. 1

RESOLUTION

IN

DRAFT

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

35 Years
1989-2024 ENGINEERING EXCELLENCE

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

March 28, 2024

VIA EMAIL

The Honorable Petrina McCutchen, Mayor
City of Fort Meade
8 West Broadway Street
Fort Meade, FL 33841

RE: Engineering Services Agreement - Task Order Amendment No. 1
CDBG 22 CR Streetscape, Phase 1
CDBG Contract No. 22DB-OP-07-63-02-C02
City of Fort Meade, Florida
Mittauer & Associates, Inc. Project No. 1505-09-1

Dear Mayor McCutchen:

We are pleased to present the following Amendment No. 1 to our Engineering Services Agreement dated October 6, 2021 for additional design and construction administration services for the CDBG 22 CR Streetscape, Phase 1 project. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Fort Meade, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall provide the following engineering services for the purpose of expanding the scope of the CDBG 22 CR Streetscape, Phase 1 construction drawings to incorporate stormwater improvements defined in the City of Fort Meade's Florida Commerce, Rural Infrastructure Fund (RIF) grant in the work area shown in Exhibit 'A'. The scope of services includes all necessary plan and permit revisions, plus additional Construction Administration and Resident Project Representative services, to reflect the increase in expected construction times.

CONDITIONS AND EXCLUSIONS

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services. The Client shall provide all regulatory agency permit application fees and related items required by the agencies, which may include soil borings, percolation tests, groundwater testing, soil sampling, and/or other geotechnical information. Should land acquisition

or easements be required for this project, the Client shall provide services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

The Engineer's scope of services does not include advertising cost, traffic studies, retaining wall design, off-site design, fire flow testing, zoning related tasks, wetlands permitting, flood plain permitting, topographic survey, boundary or easement surveys, subdivision platting, LEED Consultation/Design, or value engineering.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

For the additional services defined in the Scope of Services above, the Engineer shall be paid a lump sum fee of $74,800. The total revised Engineering Services lump sum fee for the Fort Meade CDBG 22 CR Streetscape, Phase 1, as revised by Amendment No. 1, shall be adjusted from $99,400 for the CDBG scope of work to a combined fee of $174,200 for CDBG and RIF scope of work. As of the date of this Engineering Services Agreement - Task Order Amendment No. 1, $55,120 has been paid under the parent agreement.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should they be required by law.

[Remainder of page intentionally blank]

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Thank you for giving us the opportunity to serve the City of Fort Meade.

Sincerely,
Mittauer & Associates, Inc.

Joseph A. Mittauer, P.E.
President

JAM/MPT/DSH/pj

Enclosure: Exhibit 'A'

Accepted by
City of Fort Meade, Florida

By: _____

Date: _____

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM H-03

SUBJECT

Agreement with Mittauer & Associates for Engineering Services – CRA Main Street Project

BACKGROUND

The Rural Infrastructure Fund (RIF) was identified as a possible source of additional grant funding for the CDBG Main Street sidewalk improvement project. Additional infrastructure improvements were needed to complete stormwater issues which were not costed in the CDBG but affected the areas where the CDBG funds were to be used. On June 12, 2023, the city was awarded $ 969,900 with a match requirement from the RIF grant through the Commerce Department.

City Commission approved the CRA Bond to be used as match for the above referenced RIF grant. The RIF served two purposes: Stormwater remediation while its match served funding for completion of sidewalk improvements that were not addressed with the CDBG.

MITTAUER'S SCOPE OF SERVICES

Under the proposed agreement, Mittauer will provide full engineering services to address the center portions of five (5) city blocks as referenced in Exhibit "A" of the agreement. The proposed services are for a lump sum fee of $94,200 to be paid as engineering progresses.

- Engineering design, plans and specifications
- Construction bidding services
- Construction administration
- Resident Project Representative services- (Commonly referred to as Construction Engineer Inspection "CEI")

FISCAL IMPACT

$94,200 from the CRA Bond. The bond fund has been restricted for CRA Infrastructure by the CRA Board and then approved by Commission for the same purpose.

RECOMMENDATION

Staff recommends approval of the agreement with Mittauer & Associates for a lump sum fee of $94,200. Mittauer was competitively selected and is highly qualified to complete the design and assist with construction oversight.

ATTACHMENTS

1. Proposed Resolution
2. Proposed Agreement (Letter) with Mittauer & Associates

RESOLUTION NO. R2024-??

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF [CITY NAME], FLORIDA, APPROVING AN AGREEMENT WITH MITTAUER & ASSOCIATES FOR ENGINEERING SERVICES RELATED TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA) MAIN STREET PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of [City Name] was awarded a Rural Infrastructure Fund (RIF) grant in the amount of $969,900 with a 50% match requirement from the Florida Department of Commerce on June 12, 2023, for infrastructure improvements related to the Community Development Block Grant (CDBG) Main Street sidewalk improvement project; and

WHEREAS, the City Commission approved the use of the CRA Bond as match funding for the RIF grant to address stormwater remediation and complete sidewalk improvements not covered by the CDBG; and

WHEREAS, Mittauer & Associates has been selected to provide full engineering services for the center portions of five (5) city blocks as referenced in Exhibit "A" of the proposed agreement, including engineering design, plans and specifications, construction bidding services, construction administration, and Resident Project Representative services; and

WHEREAS, the proposed services will be provided for a lump sum fee of $94,200 to be paid from the CRA Bond fund as engineering progresses; and

WHEREAS, City staff recommends approval of the agreement with Mittauer & Associates for the stated lump sum fee, as the firm was competitively selected and is highly qualified to complete the design and assist with construction oversight.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF [CITY NAME], FLORIDA:

Section 1. The City Commission hereby approves the agreement with Mittauer & Associates for engineering services related to the CRA Main Street Project, as described in the attached agreement, for a lump sum fee of $94,200.

Section 2. The City Manager, or designee, is authorized to execute the agreement and any necessary documents on behalf of the City.

Section 3. This Resolution shall take effect immediately upon its adoption.

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

35 Years
1989-2024 ENGINEERING EXCELLENCE

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

March 19, 2024 VIA EMAIL

The Honorable Petrina McCutchen, Mayor
City of Fort Meade
8 West Broadway Street
Fort Meade, FL 33841

RE: Engineering Services Agreement - Task Order
CRA Main Street Streetscape 2023
City of Fort Meade, Florida
Mittauer & Associates, Inc. Project No. 1505-17-1

Dear Mayor McCutchen:

We are pleased to present the following proposal for Engineering Services in conjunction with the City of Fort Meade's CRA Main Street Streetscape 2023 project. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Fort Meade, Florida, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall provide the following engineering services, including the preparation of construction drawings and specifications, for the CRA Main Street Streetscape 2023 project. The proposed improvements are funded through the City of Fort Meade and/or the City of Fort Meade Community Redevelopment Agency (CRA) and will provide for the revitalization of the downtown commercial district with the replacement and reconfiguration of sidewalks, along with street parking reconfiguration. The CRA Main Street project, which improves the sidewalk pavements in between the street corners, is exclusive and separate from the concurrent CDBG/RIF project, which improves the street corners. More specifically this work shall include:

A. BASIC ENGINEERING SERVICES

1. Preparation of plans and specifications for the construction of the improvements within the project area on West Broadway Street from North Albritton Avenue to Tecumseh Avenue. These improvements include, and are limited to, the demolition and replacement of sidewalks on the north and south sides of West Broadway Street as shown in Exhibit 'A', reconfiguration of parking spaces adjacent to the work areas, and establishment of grades for

stormwater management. The engineering design shall include removal and replacement or reinstallation of existing light fixtures with connection to existing electrical feed. Existing brick planters shall be demolished without replacement. Construction of the CRA work will be coordinated with other work in the project area.

2. Preparation of an Engineer's Opinion of Probable Construction Cost.

3. Provide the Client with three (3) copies of final plans and specifications.

B. CONSTRUCTION BIDDING SERVICES

1. The Engineer shall assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids; selling bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

C. CONSTRUCTION ADMINISTRATION

1. The Engineer shall provide standard Engineering Construction Administration Services, including the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's applications for payment; processing change orders, if required; reviewing the Contractor's completion documents and record drawings; and performing a final inspection of the work.

D. RESIDENT PROJECT REPRESENTATIVE SERVICES

1. The Engineer shall provide the services of a Resident Project Representative (RPR), who will make weekly on-site visits during the construction of the project to review the progress of the construction.

CONDITIONS AND EXCLUSIONS

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services, as well as current copies of a boundary and a topographic survey for the site. The Client shall provide all regulatory agency permit application fees and related items required by the agencies, which may include soil borings, percolation tests, groundwater testing, soil sampling, and/or other geotechnical information. Should land acquisition or easements be required

for this project, the Client shall provide services that may be required, such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

The Engineer's scope of services does not include advertising cost, the preparation of landscape plans, traffic studies, retaining wall design, structural design, off-site design, fire pump design, fire flow testing, zoning related tasks, wetlands surveys, state right-of-way permitting, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, tree surveys, topographic surveys, boundary or easement surveys, subdivision platting, LEED Consultation/Design, or value engineering.

An above-ground topographic survey was performed in conjunction with another project. Additional survey is not required for the design and construction of the CRA Main Street Streetscape 2023 project.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

For Items A through D of the Scope of Services, i.e., Basic Engineering Services, Construction Bidding Services, Construction Administration, and Resident Project Representative Services, the Engineer shall be paid a combined Lump Sum Fee of $94,200.

Engineering Services associated with CRA Main Street Streetscape 2023 improvements on West Broadway Street as defined in Exhibit 'A' are to be paid from the City of Fort Meade CRA.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax or value added tax (VAT), should they be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal returned to the Engineer shall serve as Notice-to-Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void. This Agreement shall run concurrently with the Client's CDBG Contract with the Florida Department of Economic Opportunity (now Florida Commerce), except that engineering design will start during the Environmental Review period such that work can be fast-tracked.

Thank you for giving us the opportunity to serve the City of Fort Meade.

Sincerely,
Mittauer & Associates, Inc.

Joseph A. Mittauer, P.E.
President

JAM/MPT/DSH/pj

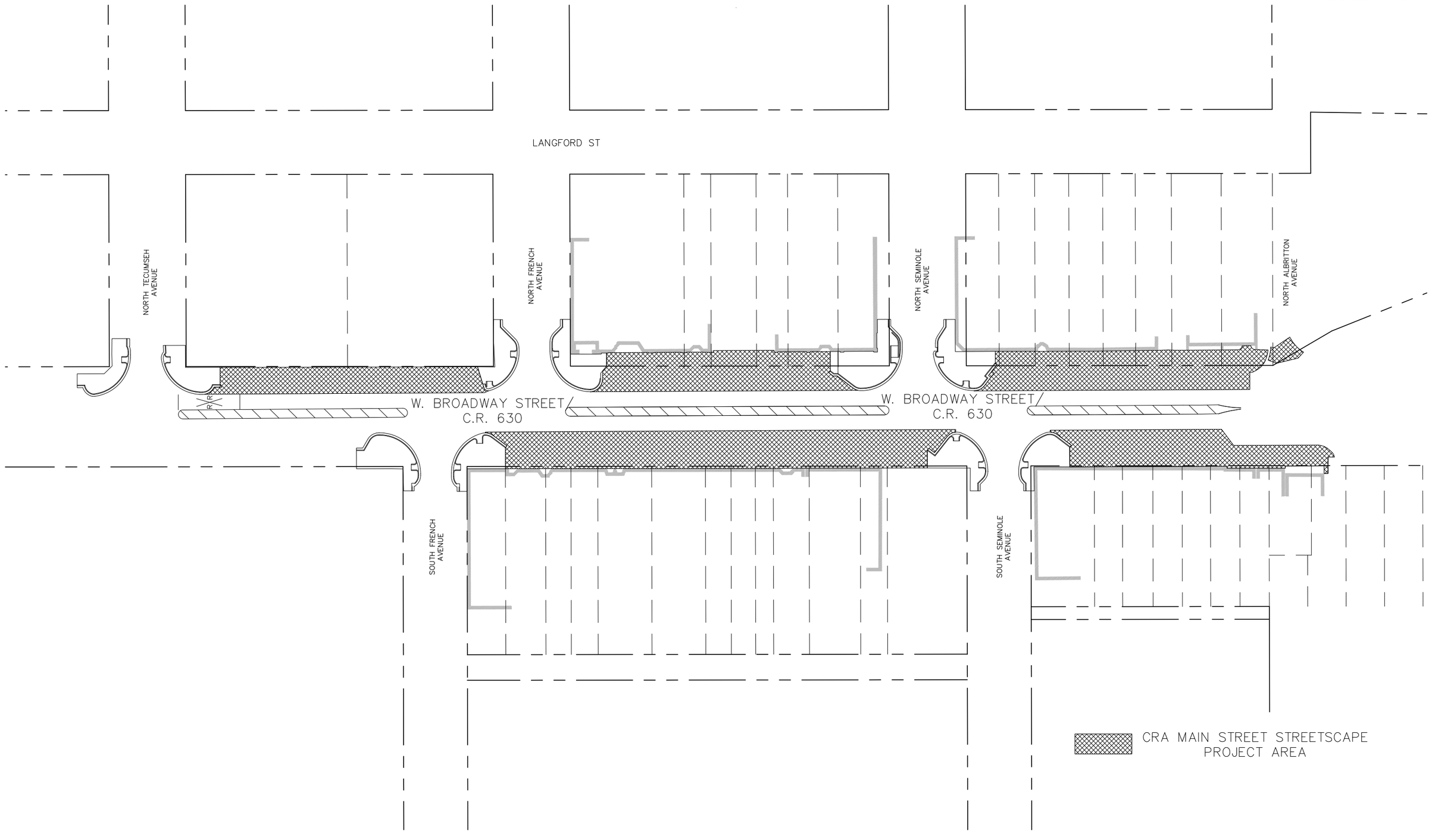
Enclosure: Exhibit 'A'

Accepted by:
City of Fort Meade, Florida

By: _____

Date: _____

SCALE: NTS



MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073
TEL. (904) 278-0030 FAX. (904) 278-0840 FLORIDA LICENSE RY-6569

CITY OF FORT MEADE
CRA Main Street Streetscape 2023
Exhibit A
Polk County, Florida

March 2024
Project No.
1505-17-1

M:\CAD Files\Fort Meade\1505171 CRA Main Street Streetscape 2023\Exhibits\Exhibit A.dwg, 3/20/2024 10:29:18 AM

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM H-04

SUBJECT

Resolution Authorizing the Mayor, Interim City Manager, and Other Designated Representatives to Apply for and Execute Documents Related to the USDA Rural Development Water and Wastewater Grant for Stormwater Mitigation

SUMMARY

This staff report presents a resolution authorizing the Mayor, Interim City Manager, and other designated representatives to apply for and execute documents related to the USDA Rural Development Water and Wastewater Grant for stormwater mitigation. The grant funds will be used to address the damage caused by Hurricane Ian and to improve the City's infrastructure for future resilience.

BACKGROUND

Hurricane Ian Damage

- In 2022, the City of Fort Meade suffered damage to its stormwater and sewage systems due to Hurricane Ian.
- The City experienced multiple sewer collapses, road damage, and hundreds of thousands of gallons of sewage overflows.
- From September 28th through October 4th, the City reported four sanitary sewer overflows, totaling 825,000 gallons of raw or partially treated wastewater.
- The design capacity of the sewer plant was exceeded for 3 days, and flows did not return to normal for nearly 3 months after the storm.

Proposed Improvements

- The proposed stormwater improvements and manhole inflow inserts are designed to mitigate future flooding and sewage overflow issues.
- These improvements aim to enhance the City's resilience against similar disasters in the future.
- The project includes the installation of 308 inflow preventer basin inserts throughout the City and approximately 6,000 feet of stormwater improvements.
- The stormwater improvements will focus on the NE side of town, addressing the flooding and standing water along the NE stormwater collection route from N Cleveland Ave and 2nd St. NE to 6th St. NE and Edgewood Dr. N.

FISCAL IMPACT

The City is applying for a total of $1,779,127 to $2,115,127 in grant funds. It is important to note that there is no cost associated with applying for the grant. The proposed resolution only authorizes the designated representatives to apply for and execute documents related to the grant application process. Before any work begins, the expenditures will be properly defined and allocated in the City's budget.

If approved for the 2022 Disaster Relief Grant, the engineering costs will be covered by the NRWA contract. If not, the City will need to secure additional funding through the Water & Waste Disposal Loan & Grant Program or other sources.

ANALYSIS

The proposed resolution authorizes the Mayor, Interim City Manager, and other designated representatives to apply for and execute documents related to the USDA Rural Development Water and Wastewater Grant. The grant funds will be used to address the stormwater and sewage issues caused by Hurricane Ian and to improve the City's infrastructure for the future.

RECOMMENDATION

Staff recommends that the City Commission adopt the proposed resolution authorizing the Mayor, Interim City Manager, and other designated representatives to apply for and execute documents related to the USDA Rural Development Water and Wastewater Grant for stormwater mitigation.

Attachment

1. Proposed Resolution

RESOLUTION

IN

DRAFT

ITEM J-01

TO

BE

ADDED

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM J-02

SUBJECT

Ordinance Amending Ch. 26 of the City Code of Ordinances (Code) to change the manner of appointment and term of office for members of the Planning and Zoning Board (P&ZB).

BACKGROUND

The City of Fort Meade Planning and Zoning Board is currently "appointed by the governing body". This has led to members of the board who have outlived their appointees' terms in office. The term of each member is 3 years staggered which requires additional maintenance to monitor terms and the need for reappointments.

This is an overly cumbersome structure and most municipalities are moving to simpler board structures to provide better governance. The current structure also creates less accountability and transparency regarding who is appointed to the P&ZB and when their terms end.

PROPOSED ORDINANCE

To address this issue, the City attorney prepared the attached ordinance amending Chapter 26 to require:

1. Each city commissioner shall nominate one candidate to the P&ZB, and an additional nomination be made by the mayor-commissioner and vice mayor-commissioner during their terms as such. All appointments shall be approved by majority vote of the commission.
2. The term of members of the P&ZB be one year or part thereof ending upon the organizational meeting of the commission, at the will of their nominator, or upon the nominator leaving office.
3. The term limit of each member is eight consecutive full terms, with additional consecutive terms approved by the unanimous vote of the commission. A member can be reappointed to the P&ZB by a majority vote of the commission after a hiatus of one year.

FISCAL IMPACT

The proposed amendments to the ordinance will not have a fiscal impact on the City but could help to achieve operational efficiencies.

RECOMMENDATION

Staff recommends approval of the proposed amendments to Chapter 26 of the Code to improve efficiency, accountability, and transparency in the operation of the P&ZB. The simpler structure will also decrease staff time tracking and communicating with the public regarding board membership and terms of members.

ATTACHMENTS

1. Proposed Ordinance

CITY OF FORT MEADE,

FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FORT MEADE, FLORIDA, AMENDING PORTIONS OF CHAPTER 26, ARTICLE V, PART C OF THE CODE OF ORDINANCES OF THE CITY OF FORT MEADE, FLORIDA, ENTITLED "PLANNING AND ZONING BOARD," AMENDING SECTION 26-141, ENTITLED "ORGANIZATION," TO AMEND THE MANNER IN WHICH PLANNING AND ZONING BOARD MEMBERS ARE APPOINTED AND THE TERM OF THEIR SERVICE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, members of the City of Fort Meade Planning and Zoning Board are "appointed by the governing body" and the terms of each member is three (3) years; and

WHEREAS, the City desires to increase accountability and transparency of its boards and committees; and

WHEREAS, the City Commission hereby terminates the term of all current members of the Planning and Zoning Board that will be effective upon adoption of the amended ordinance; and

WHEREAS, the Commission's termination of the terms of the current members of the Planning and Zoning Board Member shall not prevent any future nomination and reappointment of any current member to the Planning and Zoning Board; and

WHEREAS, the Commission finds that changes to the Planning and Zoning Board will improve performance of the and delivery of information to the City's residents.

WHEREAS, words with single underline shall constitute additions to the original text and ~~strike through~~ text shall constitute deletions to the original text. Asterisks indicated omitted an unchanged material.

NOW, THEREFORE, BE IT ORDAINED THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA AS FOLLOWS:

SECTION 1. CHAPTER 26/ARTICLE V/PART C of the Code of Ordinances of the City of Fort Meade, Florida, is hereby amended in the following particulars:

Sec. 26-141. - Organization.

(a) ~~Establishment and appointment~~ Appointment.

(1) The planning and zoning board ~~is hereby established which~~ shall consist of seven (7) members with each city commissioner nominating one person, and the mayor and vice mayor having an additional nominee during their terms as such ~~who shall be appointed by the governing body~~.

(2) All members of the planning and zoning board shall be residents of the City of Fort Meade, Florida.

(3) All nominees shall be appointed by a majority vote of the governing body.

(b) Terms of office.

(1) ~~Original members.~~ One year; or

~~a. Three (3) members shall hold terms of three (3) years.~~

~~b. Two (2) members shall hold terms of two (2) years.~~

~~c. Two (2) members shall hold terms of one (1) year.~~

(2) ~~Reappointments. Reappointments to fill vacancies shall be made so as to continue the staggered pattern and shall be for terms of three (3) years for all members.~~ Until the nominating commissioner leaves office; or

(3) Until recommended for removal, at the will of the nominating commissioner, or voted upon by the members of the city commission, whichever occurs first.

(4) Members shall be automatically reappointed to the board if not recommended for removal, asked to resign by the nominating commissioner, or voted for removal by the governing body.

(5) No member shall serve more than eight (8) consecutive terms unless approved by unanimous vote of the governing body. Each member exceeding eight (8) consecutive terms must be reconsidered annually. Any member exceeding the eight (8) consecutive terms may be reappointed to the Planning & Zoning Board by a majority vote of the governing body after a hiatus of one year.

SECTION 2. SEVERABILITY. It is declared to be the intent of the City Commission that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE: That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED FIRST READING: _____

PASSED AND ADOPTED ON SECOND READING: _____

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

I HEREBY CERTIFY that I have approved
this ORDINANCE as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	_____

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM J-03

SUBJECT

Ordinance Amending Ch. 17 of the City Code of Ordinances (Code) to create the Arts in Public Places Advisory Committee (AIPPAC).

BACKGROUND

Great cities are built around great art, great food, great schools, and great events. In the interest of improving the general aesthetics of Fort Meade and igniting community pride, it is the intention of the City Commission to encourage the continued placement of art in public places with the development of additional public-private partnerships and through the consideration of a public art policy allocating a portion of the budget of all municipal construction projects to be designated for public art acquisition.

Through the creation of the AIPPAC and its subsequent work, the City enhance the quality of the visual environment in the Fort Meade community and to provide public access to art and the aesthetically designed environment, to promote understanding and awareness of the visual arts in the public environment, promote community artistic creativity, and encourage the inclusion of public art in public and private development

PROPOSED ORDINANCE

To address this issue, the City attorney prepared the attached ordinance amending Chapter 17 to:

1. Create the AIPPAC.
2. Create a public art fund.
3. Provide for ownership and maintenance of public art.

FISCAL IMPACT

The proposed amendments to the ordinance will not have a fiscal impact on the City.

RECOMMENDATION

Staff recommends approval of the proposed amendments to Chapter 17 of the Code to create the AIPPAC, create the public art fund, and provide for public ownership and maintenance of public art.

ATTACHMENTS

1. Proposed Ordinance

CITY OF FORT MEADE,

FLORIDA

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF FORT MEADE, FLORIDA, AMENDING CHAPTER 17 OF THE CODE OF ORDINANCES OF FORT MEADE, FLORIDA, TO CREATE ARTICLE IV THEREOF, ENTITLED "ARTS IN PUBLIC PLACES ADVISORY COMMITTEE" TO CREATE AN ART IN PUBLIC PLACES ADVISORY COMMITTEE; CREATING A PUBLIC ART FUND; PROVIDING FOR OWNERSHIP AND MAINTENANCE OF PUBLIC ART; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to encourage the continued placement of art in public places with the development of additional public-private partnerships and through the consideration of a public art policy allocating a portion of the budget of all municipal construction projects to be designated for public art acquisition; and

WHEREAS, the City Commission's intent is to enhance the quality of the visual environment in the Fort Meade community and to provide public access to art and the aesthetically designed environment, to promote understanding and awareness of the visual arts in the public environment, promote community artistic creativity, and encourage the inclusion of public art in public and private development.

WHEREAS, words with single underline shall constitute additions to the original text and ~~strike through~~ text shall constitute deletions to the original text. Asterisks indicated omitted an unchanged material.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA:

SECTION 1. CHAPTER 17 of the Code of Ordinances of the City of Fort Meade, Florida, is hereby amended in the following particulars:

ARTICLE IV. ART IN PUBLIC PLACES

Sec. 17-82. Arts Vision.

(a) It is the intention of the City Commission to encourage the continued placement of art in public places with the development of additional public-private partnerships and through the consideration of a public art policy allocating a portion of the budget of all municipal construction projects to be designated for public art acquisition.

(b) The intent of this section is to enhance the quality of the visual environment in the Fort Meade community and to provide public access to art and the aesthetically designed environment, to promote understanding and awareness of the visual arts in the public environment, promote community artistic creativity, and encourage the inclusion of public art in public and private development.

Sec. 17-83. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Artwork or Work of Art means a tangible creation by an artist exhibiting the highest quality of skill and aesthetic principles, including, but not limited to, paintings,

sculptures, stained glass, statues, bas relief, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, tapestries, photographs, drawings, monuments and fountains. However, the following shall not be considered artwork or works of art for purposes of this Article:

(1) Reproductions and/or unlimited copies of original art work;

(2) Art objects which are mass produced;

(3) Works that are decorative, ornamental or functional elements of the architecture or landscape design of a municipal property, except when commissioned from an artist as an integral aspect of a structure or site;

(4) Architectural rehabilitation or historical preservation.

Commercial structure means any retail, hotel/motel, restaurant, medical facility, or service commercial structure, including financial institutions, and multi-family structures with over 40 units in a principle building or structure.

Construction Budget means the total cost of the construction or reconstruction of a commercial structure as determined by the chief building inspector issuing a building permit for the construction or reconstruction. Relative to a municipal construction project, construction costs shall include architectural and engineering fees, site work and contingency allowances. Construction costs shall not include land acquisition costs or costs associated with subsequent changes to the construction contract. All construction costs shall be calculated as of the date the contract for construction is executed.

Municipal Building Proiect means any capital project paid for wholly or in part by the City or paid for with monies granted to the City by other governmental agencies

or private donors, including, but not limited to, any project to construct or remodel a building, a decorative or commemorative structure, park, parking facility or beautification project or any portion thereof within the city limits.

Public Art Masterplan means the plan develop by the Arts in Public Places Advisory Committee which identifies sites and criteria for the selection of works of art.

Public Places means City-owned parks and buildings with high visibility and/or heavy pedestrian traffic, or privately-owned property that is open to the public and which has high visibility and/or levels of pedestrian traffic.

Reconstruction means alterations or repairs made to a commercial or municipal structure within any twelve-month period, which alterations or repairs exceed 25% of the replacement cost of the existing structure.

Sec. 17-84. Public Art Fund.

There is hereby created a public art fund, which shall be a separate account set up by the City to receive monies appropriated for the public art program set forth herein. The public art fund shall be funded by the following:

(1) One percent (1 %) of the construction costs of municipal building projects, up to a maximum of One Hundred Thousand Dollars ($100,000).

(2) All funds donated to the City by private developers, owners and others for the purpose of Public Art.

(3) Interest earnings and perpetual care funding.

(4) Other funds allocated by the City through the budgetary process.

The public art fund shall be used solely for the selection. commissioning, acquisition, installation. maintenance. administration and insurance of works of art

and for purposes necessary thereto. Public art funds shall be administered by the City.

Sec. 17-85. Art in Public Places Advisory Committee.

(a) The Art in Public Places Advisory Committee is hereby created and shall consist of seven (7) members with one (1) person serving in a supervisory or managerial role in the Parks & Recreation Department, one (1) person serving in a supervisory or managerial role in the Public Works Department, and each city commissioner shall nominate one person. All nominees of the city commission shall be appointed by a majority vote of the governing body. The desired background of commission nominees is as follows:

(1) Landscape architect, architect. urban planner or related design professional, who may live outside of Fort Meade. All other nominees should live within the city;

(2) Active or retired professional artists;

(3) Art educators;

(4) Residents who are keenly involved and active in neighborhood beautification;

(5) Private citizens knowledgeable in the field of public art, marketing, media, education or community affairs.

(b) Terms of office for appointees.

(1) One year; or

(2) Until the nominating commissioner leaves office; or

(3) Until recommended for removal, at the will of the nominating commissioner, or voted upon by the members of the city commission, whichever occurs first.

(c) The Committee will be responsible for the development, annual updating, and implementation of the City Public Art Masterplan and management of the public art fund. The Public Art Masterplan will be presented to the City Commission for approval.

(d) The Art in Public Places Advisory Committee shall review and recommend works of art for acquisition and placement in accordance with the Masterplan. The Committee shall also review any art offered to the City as a donation and recommend placement in accordance with the Masterplan. The Committee shall present its recommendations to the City Commission for approval.

(e) The Art in Public Places Advisory Committee shall act as liaison with private developers to encourage and facilitate private contributions and private art installations in conjunction with corporate construction and renovation projects.

(f) The Committee shall encourage public art throughout the City and shall educate and stimulate the participation of all citizens in a joint public and private effort to promote art in public places.

(g) No member of the committee shall be eligible to vote on any matter which may directly benefit that individual or any agency or organization by which that individual is employed or for which such individual serves as an officer or director or in some other fiduciary capacity.

Sec. 17-86. Commercial Construction Participation.

Any private developer/owner who applies to the City for a building permit to construct or renovate a Commercial Structure shall be encouraged to commit one percent (1%) of the project's construction costs for the provision of artwork in conjunction with the project.

Sec. 17-87. Ownership and maintenance.

(a) Ownership of all works of art acquired by the City shall be vested in the City, which shall obtain title to each work of art.

(b) Artists, as a part of any contractual agreement with the City for the provision of a work of art, shall be required to submit to the Art in Public Places Advisory Committee a "Maintenance and Inventory Sheet," which shall detail requirements for the maintenance and ongoing care of the Artwork, including annual cost projections.

(c) Twenty-five percent of all deposits into the public art fund shall be reserved for the payment of maintenance and repair expenses associated with works of art acquired by the city.

SECTION 2. SEVERABILITY. It is declared to be the intent of the City Commission that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective thirty (30) days after passage upon Second Reading.

PASSED FIRST READING: _____

PASSED AND ADOPTED ON SECOND READING: _____

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

I HEREBY CERTIFY that I have approved
this ORDINANCE as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	_____

CITY OF FORT MEADE, FLORIDA
ORDINANCE REPORT
FOR MEETING OF APRIL 9, 2024
AGENDA ITEM K-01

SUBJECT

Ordinance: Amending Section 24-88 Service Cutoff Protocols through Structured Notifications

INTRODUCTION

A recent resident complaint regarding water service disconnection protocols has highlighted critical opportunities for the City to update standards to align with industry best practices around structured customer warnings. Upon further investigation, it became clear Section 24-88 ordinance language and disconnect notice procedures could be improved to better serve and protect residents through enhancements.

BACKGROUND

Under Section 24-88 in the current City ordinances, immediate water service suspension is permitted in regards to safety violations. However, research into utility practices and standards indicate that for non-emergency situations, a minimum 3-calendar day advance written shutdown notice, excluding weekends and legal holidays, should be physically posted at the impacted premises as standard protocol.

A review into the recent customer complaint showed that such enhancements to the City's cutoff notice policies would establish much clearer expectations and timelines around potential service changes for all residents and businesses. As both service accessibility and infrastructure integrity are of utmost importance for the City, revising disconnect protocols as proposed can provide significantly increased stability and transparency for the community.

PROPOSED CHANGES

In order to align Fort Meade with the recommended practices, the City Staff suggests the City Commission adopt the following critical amendments to Section 24-88:

1. Institute a mandatory minimum of 3-calendar days advance written notice of pending shutdown, excluding weekends and legal holidays, for all non-emergency utility suspensions. This provides residents and businesses with clear timelines and ability to rectify issues to avoid disconnection.
2. Require the official disconnection notice to be physically posted in a visible location at the impacted user premises. This ensures those at the location are properly informed of the pending status change with adequate time to respond.

The amended ordinance language still allows for immediate disconnection without notice in the case of valid emergencies, at the City Manager's discretion, to protect public safety.

CUSTOMER & COMMUNITY BENEFITS

Implementing these structured cutoff protocols and advanced warnings will directly improve utility service

reliability, transparency and public trust for Fort Meade residents and businesses:

- Consistent and clear communication of pending service changes allows customers to take timely action to maintain their access to critical utilities.
- Eliminating unexpected disconnections due to lack of sufficient notice reduces undue hardships.
- Providing adequate time to resolve issues can increase customer retention and on-time payment.
- Aligning with industry standards enhances the City's credibility in prioritizing community needs.
- Documented processes protect both customers and staff by establishing clear shared expectations.

In short, enhancing accessibility and transparency through consistent, advance notifications of pending changes establishes greater trust, stability and responsiveness in meeting the rising service expectations of a growing community.

FINANCIAL IMPLICATIONS

The direct financial impact of implementing these enhanced notice changes is estimated to be minimal, involving only small additional printing and labor costs to produce and post the physical notices. However, proactively communicating clear shutdown timelines and allowing sufficient opportunity for response can increase operational efficiency and reduce costs to the City and its customers overtime.

RECOMMENDATION

Given the benefits to the Fort Meade community and the opportunity to align the City with a improved utility industry practices and standards, Staff urges the City Commission to approve the amended ordinance on second reading to officially update Section 24-88 with these enhancements to the utility disconnection notice policies and procedures.

These changes will demonstrably improve City operations and directly benefit Fort Meade residents and businesses through increased service reliability, transparency, fairness and public trust. Adopting this amended ordinance is in the best interests of the City and community.

Attachments

1. Proposed Ordinance

Temp. Ord. No. _____

DRAFT

(FOR DISCUSSION PURPOSES ONLY)

CITY OF FORT MEADE,
FLORIDA

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMEDNING ARTICLE II, WATER AND SEWER SERVICE, SECTION 24-88, PENALTIES FOR NON-CONFORMANCE; PROVIDING FOR SEVERALBILITY AND INTERPRETATION; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING THAT OFFICIALS ARE AUTHORIZED TO TAKE ACTION; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that a revision to Article XII, Water and Sewer Service, of the City of Fort Meade Code of Ordinances dealing with penalties for non-conformance would serve a public purpose; and

WHEREAS, the City Commission finds that an amendment to Article II would also serve the public purpose by improving the provisions relating to the City's non-conformance with Article AII and the discontinuation of water service; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Meade that Article XII, Section 24-88 of the City of Fort Meade Code of Ordinances is hereby amended and adopted as follows:

Section 1. That the foregoing "WHEREAS" clauses are hereby adopted as legislative findings of the City of Fort Meade Commission and are hereby ratified and confirmed as being true and correct and are made a specific part of this Ordinance upon adoption.

WHEREAS, words with single underline shall constitute additions to the original text and ~~strike through~~ text shall constitute deletions to the original text. Asterisks indicated omitted an unchanged material.

Section 2. Section 24-88, Penalties for non-conformance, of Article XII, Water and Sewer Service, is amended, as follows to amend, and add the following definition as noted:

Sec. 24-88. Penalties for non-conformance.

Water service will only be discontinued after ~~reasonable notice~~ ~~to the customer~~ three (3) calendar days, excluding weekends and legal holidays after posting a disconnection notice at the user premises, and such other precautionary measures may be taken as are deemed necessary to eliminate any danger to the potable water. Water service will be discontinued if the proper backflow prevention assembly is not installed or not tested at least annually or not repaired when the assembly fails to meet minimum design standards. Water service shall not be restored until the danger ~~had~~ ~~has~~ been eliminated in compliance with the provisions of this division. Nothing in this section shall prevent the immediate disconnection of water service in the event of an emergency, which shall be in the City Manager's sole discretion.

Section 3. REPEALER.: That all sections or parts of sections of the City Code, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4. SEVERABILITY: That should any section or provision of this Ordinance, or any paragraph, section or word be declared by a court of competent

jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or part hereof, other than the part declared to be invalid.

Section 5. INCLUSION IN THE CODE: That it is the intention of the City Commission of the City of Fort Meade that the provisions of this Ordinance shall become and be made part of the Code of the City of Fort Meade, and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter", "Section", "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 6. EFFECTIVE DATE: That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED FIRST READING: _____

PASSED AND ADOPTED ON SECOND READING: _____

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC
Temp. Ord. No. _____

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	_____

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM N-01

SUBJECT

Resolution creating the Mayor's Blue-Ribbon Committee on Signage and Logos

BACKGROUND

The City of Fort Meade endeavors to improve its marketing and image in the general public. To that end, the City engaged world renowned artist George Gadson to design new signage and logos in October 2022.

To assist in the development of ideas and help to conclude these efforts, the Mayor is proposing an ad hoc committee with the mission of reviewing designs and returning to the Commission on or before the July 2024 regular scheduled meeting of the commission.

FISCAL IMPACT

The proposed amendments to the ordinance will not have a fiscal impact on the City.

RECOMMENDATION

Staff recommends approval of the proposed resolution where it will have a boost to the City's marketing efforts..

ATTACHMENTS

1. Proposed Resolution

Temp. Reso. No. _____
4/5/24
4/9/24

CITY OF FORT MEADE, FLORIDA

RESOLUTION 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, ESTABLISHING A BLUE-RIBBON COMMITTEE TO REVIEW, ANALYZE, AND PROVIDE RECOMMENDATIONS TO THE CITY COMMISSION REGARDING THE DESIGN OF NEW ENTRYWAY SIGNS AT THE NORTH AND SOUTH ENTRANCES TO THE CITY ON HIGHWAY 17, AND THE DESIGN OF A NEW CITY LOGO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to adopt a new logo and install new entryway signs at the north and south entrances of the City on Highway 17; and

WHEREAS, a new logo will support the City's ongoing efforts to improve branding of Fort Meade and better market the City; and

WHEREAS, world renowned artist George Gadson was engaged by City in October 2022 to develop a new logo.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF FORT MEADE:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. That the Mayor's Blue-Ribbon Committee on New Signage and Logos be established to review, analyze, and provide recommendations to the City Commission on the design of the new signage and logo.

Section 3. That the Mayor's Blue-Ribbon Committee on New Signage and Logos members shall consist of nine (9) members, nominated one (1) each by city commissioner, two (2) by the Vice Mayor, three (3) by the Mayor, and one (1) person from City staff appointed by the city manager.

Section 4. That the members of the Mayor's Blue-Ribbon Committee on New Signage and Logos are not required to be a resident of Fort Meade if they own a business in Fort Meade, work in Fort Meade, or have a professional background or general expertise in art, marketing, design, engineering, or public/media relations.

Section 5. Chairperson and Vice Chairperson. That the Mayor's Blue-Ribbon Committee shall elect from among its membership a Chairperson and Vice Chairperson who shall serve for the duration of the Committee's time.

Section 6. Meetings. That the Mayor's Blue-Ribbon Committee on New Signage and Logos shall hold regular meetings and special meetings at such times as the Committee may determine.

Section 7. Quorum. A quorum is established with at least a majority of the members, and a decision of a majority of the members present and voting at which a quorum is present shall be the decision of the Committee.

Section 8. Compensation. That all members of Mayor's Blue-Ribbon Committee on New Signage and Logos shall serve without compensation.

Section 9. Public Meetings. That all meetings of the Committee shall be open to the public, and a written summary of the proceedings shall be kept showing its action on each question considered, and such record shall be filed in the office of the Secretary and submitted to the City Commission.

Section 10. Costs. That all costs incurred for notifications, mailings, printings, legal and/or courtesy advertisements, and other items necessary to conduct the business of the Committee shall be borne by the City.

Section 11. That the Committee shall deliver a report to the Mayor and City Commission on or before the July 2024 Regular City Commission Meeting providing its recommendations for acceptable designs.

Section 12. This Resolution shall become effective immediately upon its adoption.

Temp. Reso. No. _____
4/5/24
4/9/24

PASSED AND ADOPTED by the City Commission of the City of Fort Meade, Florida,

this _____ day of _____, 2024.

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM O-01

SUBJECT

Analysis of Unbudgeted Spending and Cost Overruns on American Rescue Plan Act (ARPA) Funded Projects

RECOMMENDATION

Receive and discuss the attached report on unbudgeted spending and cost overruns related to ARPA-funded projects and provide direction to staff regarding the implementation of recommendations for improved financial management and oversight.

BACKGROUND

The city has recently experienced unbudgeted spending and cost overruns on several projects funded by the American Rescue Plan Act (ARPA), including the Fire Cascade System, Fire Department Building Repair and Maintenance, and 46 N Palmetto Stormwater Work. In response to these concerns, the city manager's office has conducted a thorough analysis of the circumstances surrounding these issues and has prepared a comprehensive report detailing the findings and recommendations for improvement.

DISCUSSION

The attached report provides an in-depth examination of the city's budgeting process, the city manager's delegated authority for unbudgeted purchases, the commission's role in budget amendments and appropriations, and historical practices that may have contributed to the current situation. The report also incorporates staff insights and observations about the budgeting process and recent practices.

Key findings from the report include:

1. Lack of clarity regarding the limits of the city manager's delegated authority and the need for budget amendment ordinances.
2. Inconsistencies between the city's current practices and the requirements outlined in the City Charter and ordinances.
3. The need for more frequent budget amendments and improved financial tracking to ensure transparency and accountability.
4. The importance of comprehensive staff training on budgeting, financial management, and the scope and limitations of the city manager's delegated authority.

The report offers several recommendations for improving the city's financial management and oversight processes, including:

1. Clarifying the city manager's authority and establishing a clear process for budget amendments and supplemental appropriations.
2. Implementing more frequent budget amendment ordinances to capture real-time financial status.
3. Establishing oversight measures, such as regular reporting of variances and fund reallocations to the Commission.

4. Improving communication and transparency between the city manager's office and the Commission.
5. Providing comprehensive staff training on budgeting and financial management.
6. Reviewing budgeting practices to ensure a balance between detailed oversight and operational flexibility.

FISCAL IMPACT:

The implementation of the recommendations outlined in the report may require the allocation of resources for staff training, potential external consultant services, and the development of new policies and procedures. However, the long-term benefits of improved financial management and oversight are expected to outweigh these costs by ensuring the proper use of ARPA funds and other financial resources, and by promoting the city's overall financial stability and resilience.

Attachments:

Report: Analysis of Unbudgeted Spending and Cost Overruns on ARPA-Funded Projects

City of Fort Meade, Florida
Office of the City Manager

Analysis of Unbudgeted Spending And Cost Overruns on ARPA-Funded Projects

Report No. R24-001

April 5, 2024

Prepared by:

Dustin Burke
Interim City Manager

City of Fort Meade, Florida
8 Broadway Street W
Fort Meade, FL 33841

EXECUTIVE SUMMARY

This report provides an analysis of the unbudgeted spending and cost overruns on ARPA-funded projects in the City of Fort Meade, FL. It examines the city's budgeting process, the city manager's delegated authority, the commission's role in budget amendments, and historical practices. Key findings include the need for clarifying the city manager's authority, implementing more frequent budget amendments, establishing oversight measures, improving communication, providing staff training, and potentially engaging an external municipal finance expert.

The report incorporates insights from Policy Memo #PM-24-007 and staff observations. It concludes with recommendations to strengthen the city's financial management and oversight while ensuring alignment with the City Charter.

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INTRODUCTION

The purpose of this report is to provide an analysis of the circumstances surrounding unbudgeted spending and cost overruns on several projects funded by the American Rescue Plan Act (ARPA). The projects in question include the Fire Cascade System, Fire Department Building Repair and Maintenance, 46 N Palmetto Stormwater Work, and the Water Tower Project. This report will detail the complexities of the city's budgeting process, the city manager's delegated authority for unbudgeted purchases, the commission's role in budget amendments and appropriations, and the historical practices that may have contributed to the current situation.

By conducting an in-depth examination of these factors and incorporating insights from Policy Memo #PM-24-007, we aim to provide the Commission with an understanding of the circumstances, identify areas for improvement, and offer well-informed recommendations to strengthen the city's financial management and oversight while ensuring alignment with the City Charter.

The report will also include staff insights and observations about the budgeting process, the city manager's delegated authority, and the commission's recent practice of passing an administrative/operating budget. These insights will help provide context for the current challenges and support the need for clearer guidelines, training, and a balanced approach to budgeting that allows for both oversight and flexibility.

Through this analysis, we hope to assist the commission in making informed decisions and implementing necessary changes to improve the city's financial management practices, foster transparency and accountability, and ensure the effective use of ARPA funds and other financial resources. The recommendations provided in this report will serve as a roadmap for addressing the current issues and establishing a stronger foundation for the city's future financial stability and resilience.

1. METHODOLOGY AND STAKEHOLDER ENGAGEMENT

The methodology employed in this analysis prioritized truth-telling, transparency, and accountability in examining the unbudgeted spending and cost overruns on ARPA-funded projects. The inquiry process involved a comprehensive review of relevant documents and a series of in-depth discussions with key staff members across various departments.

A. Document Review:

The inquiry process included examination of pertinent documents, including:

- Meeting minutes from commission meetings
- Administrative directives AD-24-002 and AD-24-004, which provided guidance on reconciling the ARPA fund, investigating cost overruns and unbudgeted expenses, and gathering information from staff
- Contracts, payments, and project histories
- Financial records

These documents were scrutinized to identify instances of overspending, unbudgeted expenses, and deviations from established financial management practices. The information gathered from the

document review served as a foundation for the subsequent staff questions and informed the lines of inquiry pursued.

B. Staff Interviews

From March 13 to March 28, 2024, a series of in-depth conversations were conducted with key staff members representing various roles and departments, including:

- Third-party, independent CPA
- Financial Analyst
- Accounting Specialist
- Assistant City Manager
- Fire Chief
- Public Works Director
- Water / Wastewater director
- Customer Service Manager

The interviews focused on gathering accurate and unbiased information about the budgeting process, approval mechanisms, and specific instances of overspending. Staff members were asked direct questions about their roles, responsibilities, and understanding of the financial management processes, grouped into the following categories:

Budgeting and Financial Management Processes:

1. How do you calculate fund balance?
2. How do you encumber funds in our system?
3. What happens when an invoice shows over budget?
4. What is our process for seeking a budget amendment?
5. What reports do we pull for the budget amendment ordinances?

Emergency and Overspending Procedures:

6. How do we define an emergency?
7. What are the rules to follow when there are expenditures overspent?

Budget Amendments and Approvals:

8. What is the difference between a budget adjustment and a budget amendment?
9. What type of measures require an ordinance?
10. Can we make budget amendments by motion?

ARPA-Funded Projects and Cost Overruns:

11. How much unbudgeted spending and cost overruns occurred on the ARPA-funded projects, and which projects were affected?
12. What specific factors contributed to the unbudgeted spending and cost overruns?

Roles, Responsibilities, and Training Needs:

13. How did the city's budgeting process, the city manager's delegated authority, and the commission's role in budget amendments contribute to the current situation?
14. What training do you need to be most effective in your role?

C. Ensuring Accuracy and Reliability:

To ensure the accuracy and reliability of the information gathered, the inquiry process included the following steps:

- Conducting interviews in individual and group setting and emphasizing the importance of honest and unbiased responses
- Cross-referencing information provided by staff with documentary evidence
- Questioning findings when inconsistencies or discrepancies were identified
- Triangulating information from multiple sources to verify accuracy and reliability

D. Collaborative Approach and Shared Commitment:

The inquiry process was characterized by a collaborative approach and a shared commitment to improving the city's financial management practices. Staff members across various departments actively participated in the interviews and provided valuable insights into the budgeting process, approval mechanisms, and instances of overspending.

While the inquiry process aimed to uncover the root causes of the unbudgeted spending and cost overruns, it was conducted in a manner that fostered trust, confidentiality, and open communication. Staff members were encouraged to provide honest and unbiased responses, with the understanding that the ultimate goal was to identify areas for improvement and develop targeted recommendations that would benefit the entire community.

Throughout the inquiry process, staff members demonstrated a willingness to engage in the process and a shared desire to enhance the city's financial management practices. This collaborative approach enabled the gathering of comprehensive and reliable information, which formed the basis for the findings and recommendations presented in this report.

The findings and recommendations presented in this report are based on a rigorous, objective, and transparent inquiry process that prioritized truth-telling and accountability in examining the unbudgeted spending and cost overruns on ARPA-funded projects. The methodology aimed to uncover the root causes of the issues, identify gaps in the city's financial management practices, and provide a clear picture of how the current situation arose, ultimately informing the development of targeted recommendations for improvement.

2. ANALYSIS OF BUDGETING PROCESS AND REQUIREMENTS

A. City Manager's Delegated Authority for Unbudgeted Purchases

The city's ordinances, specifically Section 2-18(6), grant the city manager the authority to approve unbudgeted purchases up to $25,000. This authority is subject to several limitations and requirements outlined in other sections of the ordinances, which will be discussed in the following subsections.

Staff interviews revealed that there was a lack of clarity regarding the limits of the city manager's delegated authority and the need for budget amendment ordinances. This lack of clarity culminated in a significant incident where city managers approved the payment of unbudgeted or overextended expenditures, leading to deficit in the ARPA fund. This example serves as the primary basis for this report, underscoring the critical importance of establishing clear guidelines and processes to prevent such occurrences in the future. The deficit highlights the need for providing clear guidelines and training on the scope and limitations of the city manager's authority, as well as the circumstances that require budget amendment ordinances, to ensure that all staff members have a consistent understanding of the budgeting process and their roles within it.

B. Limitations and Requirements for Unbudgeted Purchases

Section 2-20 of the ordinances mandates that purchases must be included in the budget or implied as regular operating expenses. Additionally, Section 2-23 stipulates that purchases can only be made when there are sufficient unencumbered funds available. These limitations and requirements ensure that the city manager's authority is exercised within the confines of the budget and the city's financial capabilities.

C. Reconciling the City Manager's Authority with Budgeting Requirements

The $25,000 authority granted to the city manager is a limited exception to Section 2-20's requirement for unbudgeted purchases. However, this authority remains subject to Section 2-23's requirement for sufficient unencumbered funds. In practice, unencumbered funds for an unbudgeted item could be sourced from contingency funds, budget transfers, or implied regular operating expenses. We emphasize that these approaches should be used judiciously and with proper reporting to the Commission to maintain transparency and accountability.

The City’s recent practice of recommending an administrative/operating budget has resulted in tighter controls on the City's spending. However, these tighter controls may have unintentionally led to the regular practice of using motions to alert the Commission of unbudgeted expenditures and then relying on a single, year-end budget amendment ordinance. This practice emerged as a way to navigate the challenges posed by the administrative/operating budget, with motions being seen as a more expedient way to manage unexpected expenses. Over time, this practice became normalized, despite the legal requirements and enhanced Commission oversight.

D. Commission's Role in Budget Amendments and Appropriations

The City Charter and ordinances clearly define the Commission's role in addressing budget deficits and authorizing additional spending. Section 29(c) of the Charter obligates the Commission to take action to

prevent or minimize deficits, while Section 29(b) states that supplemental appropriations to authorize additional spending must be made by ordinance.

However, the current practice of using motions to acknowledge unbudgeted spending and relying on a single, year-end budget amendment ordinance does not align with the responsibilities outlined in the Charter and ordinances. This practice may hinder the Commission's ability to maintain proper oversight and control over the budget and could raise concerns about the legitimacy and transparency of the City's financial management practices.

To address these concerns and ensure compliance with the Charter and ordinances, we acknowledge the need to reassess its current practices and consider implementing changes, such as reinforcing the importance of adhering to the ordinance process for budget amendments and implementing more frequent budget amendment cycles to allow for timely adjustments while maintaining necessary oversight and control.

E. Process for Authorizing Unbudgeted or Overspent Items

Given the current practice of using motions to acknowledge unbudgeted spending, the City should establish administrative rules to detail a clear, step-by-step process for handling unbudgeted or overspent items that aligns with the Charter and ordinances. Section 1-12 of the City's ordinances grants the City Manager the authority to promulgate such rules and regulations to effectuate the intent and purpose of the Charter and Code. An administrative rule book would provide necessary guidance and consistency in dealing with these situations:

1. For unbudgeted items $25,000 or less, the city manager has the authority to approve the purchase, provided that sufficient unencumbered funds are available. However, the city manager should report the purchase to the Commission and seek a formal budget amendment by ordinance at the next available opportunity.

2. For unbudgeted items exceeding $25,000 or when there are insufficient unencumbered funds, Commission approval must be obtained through a budget amendment ordinance.

3. In cases of potential overspending or budget deficits, the city manager is required to report the matter to the Commission, along with recommendations. The Commission would then take appropriate action, which may include reducing appropriations by ordinance.

By adhering to this process, the City can ensure compliance with the Charter and ordinances while providing a clear framework for addressing unbudgeted or overspent items.

F. Interpretation of Delegated Authority

The current practice of using motions to acknowledge unbudgeted spending and relying on a single, year-end budget amendment ordinance has posed challenges in balancing flexibility and oversight. To address these challenges, the city and Commission should consider alternative approaches, such as:

1. Implementing more frequent budget amendment cycles (e.g., monthly or quarterly) to allow for timely adjustments to the budget while maintaining necessary oversight and control.

2. Establishing contingency funds or reserve accounts within the budget to provide flexibility for managing unexpected expenses while maintaining the Commission's oversight through regular reporting and predefined thresholds for additional approvals.
3. Developing clear guidelines and procedures for the budget amendment process, emphasizing the importance of ordinances and outlining the roles and responsibilities of the city manager and Commission.

By adopting these approaches, the City can work towards establishing a more compliant, transparent, and effective financial management system that balances the need for flexibility with the Commission's oversight responsibilities.

G. Balancing Flexibility and Oversight

The vendor-specific interpretation of the delegated authority provides a balance between flexibility and oversight by allowing the city manager to make unbudgeted purchases up to $25,000 from each vendor without requiring commission approval, as long as sufficient unencumbered funds are available. However, we acknowledge that this approach could still result in the accumulation of material unbudgeted expenses if the city manager makes purchases from multiple vendors throughout the fiscal year.

To mitigate this risk and ensure transparency and accountability, the city manager's office will establish administrative rules and procedures, such as requiring the regularly reporting all unbudgeted purchases made under the delegated authority to the Commission, establishing a process for reviewing and approving the use of delegated authority for potentially controversial purchases, monitoring the cumulative total of unbudgeted purchases, and maintaining an ongoing dialogue with the Commission regarding the use of the delegated authority and its impact on the City's budget and operations.

By implementing these oversight measures and regularly communicating with the Commission, the city manager's office aims to strike a balance between the need for flexibility in addressing unexpected expenses and the importance of maintaining fiscal responsibility and transparency.

3. HISTORICAL PRACTICES AND PROJECT APPROVAL

A. Budgeting and Approval Process

Through interviews with staff and a review of historical records, we have observed the following regarding the budgeting and approval process for ARPA-funded projects:

1. The determination of original project budgets was a collaborative effort between department heads and the finance team. Factors such as project priorities and available funding were taken into consideration during this process. Current accounting staff members were not directly involved in the initial budgeting and approval processes for the ARPA-funded projects, highlighting the need for better documentation and continuity in financial management practices.

2. Projects were initially presented to the commission for approval, typically through staff reports and discussed during commission meetings. The commission meeting minutes confirm the

approval of the Fire Cascade System, Fire Department Building Repair and Maintenance project, 46 N Palmetto Stormwater Work, and the additional funding for the Water Tower Project.

3. In certain instances, projects exceeded their allocated budgets due to various factors, including price increases for materials, time delays, and unforeseen circumstances that arose during the project. These reasons underscore the importance of regular financial updates and processes to identify and address potential issues early on.

4. When additional spending was required for projects, the unbudgeted spending was acknowledged by way of motion practice. However, in many instances, the acknowledged changes were not updated in the city's financial system (BS&A), leading to discrepancies between budgeted amounts and actual expenditures.

B. Budget Amendment Practices

A review of historical practices revealed that the city has typically made budget amendment ordinances only at the end of each fiscal year, rather than on a more frequent basis. This practice may have contributed to a lack of real-time financial transparency and the accumulation of unbudgeted expenses throughout the year. By not addressing budget amendments in a timely manner, the City may have inadvertently created a situation where the true financial picture was not readily apparent to decision-makers.

The lack of budget amendment ordinances for the overbudget projects, due to the city's practice of making amendments only at fiscal year-end, emphasizes the need for more frequent budget amendments and updates to the BS&A system to ensure accurate financial tracking.

C. Project-Specific Findings

This section details spending observations with the Fire Cascade System, Fire Department Building Repair and Maintenance, 46 N Palmetto Stormwater Work, and the Water Tower Project.

Project	**Approval Date**	**Initial Budget FY 2023-24**	**Total Spent or Committed**	**Unbudgeted Spending**
Fire Cascade System	05/09/2023	N/A	$56,049	$56,049
Fire Dept. Building Repair & Maint.	10/01/2023	$25,000	$38,446	$13,446
Water Tower Project	10/01/2023	$200,000	$358,019	$158,019
Storm Water Projects	10/01/2023	100,000	$125,476	$25,476
TOTALS		**$225,000**	**$577,990**	**$252,990**

1. Fire Cascade System:

On May 9, 2023, during the FY2022-23 budget year, the commission acknowledged an expenditure of $56,049 for this project through a motion. The motion noted that the expenditure would be covered by ARPA funds and later reimbursed by a grant. The anticipated grant reimbursement did not materialize, leaving the project unbudgeted and overspent from the outset.

In the FY 2023-24 budget, $36,000 was allocated for capital improvements related to machine and equipment, initially intended to cover $24,000 for bunker gear and $12,000 for firehouse and fire apparatus appliances. However, upon realization of the failure in grant funding, this entire allocation was apportioned to cover the unfunded Fire Cascade System, leaving the line item overspent by $20,049.

As a result, the commitments for bunker gear and apparatus appliances have become unfunded. The City did not request a budget amendment to cover these unfunded costs, further contributing to the overall unbudgeted spending in the Fire Department.

2. Fire Department Building Repair and Maintenance:

The Fire Department Building Repair and Maintenance project was originally budgeted at $25,000 for the FY 2023-24 budget year. On October 10, 2023, the Commission acknowledged the need for an additional $17,974 to cover necessary expenses related to asbestos abatement and other critical repairs. The Commission acknowledged the unbudgeted spending through motion practice.

The final bill for the project came in lower than expected, reducing the additional amount needed to $13,446. Despite this reduction, the total project cost exceeded the budgeted allocation by $13,446.

The City did not present a budget amendment ordinance to formally allocate the additional funds, and the change was not recorded in the City's system of record (BS&A). As a result, the additional expenditures of $13,446 remained unfunded, contributing to the overall unbudgeted spending for the Fire Department Building Repair and Maintenance project.

3. Water Tower Project:

The Water Tower Project was initially budgeted at $200,000 for FY 2023-24 for expenditures expected in the current budget year. In prior years, the City made commitment to support this project, namely the City ordered three high-service water pumps in FY 2021-22. Although the pumps were budgeted and ordered in previous fiscal year, the pumps were not received or invoiced until FY 2023-24.

Moreover, the original order price for the pumps was quoted at $106,000. However, on December 5, 2022, the City received a change order request from the vendor, increasing the price to approximately $118,000. Records indicate that staff received verbal approval from the administration to accept the change order, resulting in an additional cost of $11,449.69.

The funds budgeted for the pumps in FY 2021-22 were not carried forward to the FY 2023-24 budget, causing the purchase to become unfunded. Despite this, the city proceeded with paying the unfunded expenditures.

In addition to the unfunded pump expenses, the Water Tower Project experienced further cost overruns related to installation expenses. The total expenditure for the project amounted to $337,581, exceeding the initial budget of $200,000 by $137,581.

4. Stormwater Projects:

The City budgeted $100,000 for stormwater projects through ARPA, covering projects on Lanier, Palmetto, and Edgewood Circle. The 46 N Palmetto Stormwater Work, acknowledged as an emergency measure,

incurred $11,623 in unbudgeted spending. The expenditure was not encumbered against the FY 2022-23 budget, and no budget amendment ordinance was presented. The Palmetto project requires an additional $40,097 for completion. The Edgewood Circle S project, costing $19,751, is now complete. The Lanier and 3rd Street S project is expected to cost $35,000. Overall, the Stormwater Projects are expected to have cost overruns of $25,476.

These project-specific findings highlight the complexities involved in managing ARPA-funded projects and the importance of timely and accurate financial tracking. The combination of unforeseen circumstances, reliance on anticipated grant funding, and delayed budget amendments all contributed to the current situation of unbudgeted spending and cost overruns.

D. Changes in Budget Passing Practices

Staff members have observed changes in how the budget has been passed in recent years compared to previous practices and those of surrounding cities. The most recent practice has been for the Commission to pass an administrative/operating budget instead of a broader legislative budget. This approach has led to tighter limits on the city manager's flexibility to manage unexpected expenses, potentially contributing to the practice of acknowledging unbudgeted expenditures through motions and then conducting a single budget amendment at the end of the year. This shift in budgeting practices may have contributed to the current challenges in managing unexpected expenses and highlights the need to strike a balance between detailed oversight and operational flexibility.

4. RECOMMENDATIONS FOR IMPROVED FINANCIAL MANAGEMENT AND OVERSIGHT

A. Clarify City Manager's Authority and Budget Amendment Process

The Commission may consider amending ordinances to clarify the city manager's $25,000 authority for unbudgeted purchases and establish a clear process for approving and documenting budget amendments and supplemental appropriations.

B. Implement More Frequent Budget Amendment Ordinances

Implement monthly or quarterly budget amendment ordinances to capture real-time financial status, improve transparency, and allow for timely adjustments.

C. Establish Oversight Measures

Implement regular reporting of line-item variances and fund reallocations to the Commission, establish variance thresholds that trigger additional oversight, and conduct an annual review of the city manager's delegated authority.

D. Improve Communication and Transparency

Maintain ongoing dialogue between the city manager's office and the Commission regarding budget management, priorities, and significant variances or reallocations. Implement a shared spreadsheet for better communication between finance and department heads.

E. Provide Staff Training on Budgeting and Financial Management

Provide comprehensive training to staff on budgeting, financial management, BS&A system usage, identifying and addressing potential budget variances, communication and reporting requirements, and the scope and limitations of the city manager's delegated authority. This training will help ensure that all staff members have a clear understanding of their roles and responsibilities within the budgeting process and can effectively contribute to the city's financial management.

F. Consider Engaging an External Municipal Finance Expert

Engage an external municipal finance expert to review current practices, assist in developing new policies and procedures, and provide guidance on best practices for budgeting, financial reporting, and communication.

G. Review Budgeting Practices and Balance Oversight and Flexibility

Review budgeting practices to ensure a balance between detailed oversight and operational flexibility. Reconsider the recent practice of passing an administrative/operating budget instead of a broader legislative budget.

H. Develop an Administrative Rule Book

Leveraging the city manager's rule-making authority under Section 1-12 of the ordinances, develop a comprehensive administrative rule book that outlines clear processes and guidelines for budgeting, financial management, and handling unbudgeted or overspent items. This rule book should align with the Charter and ordinances and be made readily available to staff and the public. Having a centralized set of rules will promote consistency, transparency, and accountability in the City's financial practices

CONCLUSION

This report, informed by Policy Memo #PM-24-007 and staff observations, provides an analysis of the unbudgeted spending and cost overruns on ARPA-funded projects. It offers recommendations to address the identified issues, strengthen the city's financial management and oversight processes, and ensure alignment with the City Charter.

The current challenges are the result of a combination of factors, including the complexity of managing ARPA-funded projects, the need for clearer guidelines and processes, and the importance of timely and accurate financial tracking. Staff insights revealed a lack of clarity regarding certain aspects of the budgeting process, highlighting the need for comprehensive training and improved communication.

Moreover, the absence of an established administrative rule book, as authorized by Section 1-12 of the City's ordinances, has contributed to inconsistencies and uncertainty in handling unbudgeted or overspent items. Developing a comprehensive set of administrative rules will provide necessary guidance to staff, promote transparency, and ensure compliance with the Charter and ordinances. The rule book will serve

as a critical tool in supporting the implementation of the recommendations outlined in this report and strengthening the City's overall financial management framework.

Implementing the recommendations outlined in this report will require a collective effort from the city manager's office, the Commission, and city staff. By focusing on systemic improvements, enhancing communication and transparency, and providing comprehensive training, the city can effectively address these challenges and ensure the proper use of ARPA funds and other financial resources. The city manager's office is committed to working with the Commission and staff to implement these recommendations and guide the city towards a more stable and financially resilient future.

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM O-02

SUBJECT

Resolution Approving Engagement Letter with White Paper Consulting for Financial and Accounting Services

RECOMMENDATION

Staff recommends commission approve a resolution approving the engagement letter from White Paper Consulting for financial and accounting services, authorizing the Mayor to execute the engagement letter, and waiving the standard bidding requirements for these services pursuant to Section 2-18(7) of the City Code of Ordinances.

BACKGROUND

The City of Fort Meade has an immediate need for financial and accounting services to address critical gaps in current processes and assist staff with essential functions. These gaps include:

- Inconsistent encumbering of budgeted line items, leading to double booking and overextension of funds
- Lack of real-time financial transparency due to the practice of making budget amendments only at fiscal year-end, resulting in discrepancies between approved budgets and actual expenditures.
- Need for staff training on budgeting, financial management, and the city's accounting system (BS&A). Current staff have expressed confusion about budgeting processes and the necessity of budget amendment ordinances.

Breanna Smith, the President of White Paper Consulting, previously served as the Finance Director for the City of Fort Meade from March 2016 through March 2021. During her tenure, she worked diligently to build the City's financial structure and has received strong recommendations from the City's former administration, commissioners, and current staff.

Ms. Smith brings a wealth of expertise and qualifications to the role, including:

- Master of Business Administration (MBA) and Bachelor of Science (BS) in Accounting
- Certified Anti-Money Laundering Specialist (ACAMS)
- Certified Economic Crime Forensic Examiner (CECFE)
- Certified Fraud Examiner (CFE)
- Certified Public Accountant (CPA)

With her extensive knowledge of the City's financial systems, combined with her impressive educational background and professional certifications, Ms. Smith is uniquely positioned to provide the expert guidance and support needed to address the City's current financial challenges and ensure the implementation of proper financial management practices.

CRITICAL NEED AND POTENTIAL CONSEQUENCES

The City's finance department urgently requires expert guidance and support to fulfill its responsibilities effectively. Without immediate action, the City risks:

1. Further financial mismanagement and non-compliance with budgetary procedures, potentially leading to audit findings and negative impacts on the City's financial health.
2. Overextension of funds and the need to transfer money from reserves to cover gaps, which could deplete the City's financial cushion and hinder its ability to respond to unforeseen circumstances.
3. Lack of financial transparency and the inability to make informed decisions due to inaccurate or outdated financial information.
4. Potential disruption of essential services if funds are not available or properly allocated.

Engaging White Paper Consulting will address these critical needs, ensure the City maintains proper financial management practices, and help prevent similar issues from arising in the future. The potential long-term savings and benefits from improved financial management and staff expertise far outweigh the cost of the engagement.

WAIVER OF BIDDING REQUIREMENTS

Section 2-18(7) of the City Code of Ordinances allows the City Commission, by a four-fifths vote, to waive standard bidding requirements when deemed to be in the best interests of the City.

Given Ms. Smith's unique knowledge of the City's financial systems from her prior work with the City, staff believes engaging her firm is the most efficient and effective solution to the City's current needs. Her familiarity with the City's processes will ensure a smooth transition and minimize disruption to ongoing operations.

Ms. Smith's fees are commensurate with market rates and an open bidding process would likely delay the start of services by 2-3 months. With budget season approaching and critical financial issues requiring immediate attention, this delay would not serve the residents' best interests.

By waiving the bidding requirements and engaging White Paper Consulting immediately, the City can ensure that it has the necessary financial and accounting support in place to navigate the upcoming budget season effectively, maintain proper financial management practices, and serve the residents' needs.

SCOPE OF SERVICES AND TIMELINE

As outlined in the attached engagement letter, White Paper Consulting will provide the following key services:

- Assistance with development of operating budgets and forecasts
- Training of accounting personnel
- Technical writing of policies and procedures
- Cash management and financing arrangement support
- Liaison with vendors, customers, and other professional service providers
- Special projects as authorized by Management

The engagement is expected to commence immediately upon approval and continue for an open-ended term to allow flexibility in meeting the City's ongoing needs. Key milestones and deliverables include:

1. Comprehensive staff training on budgeting and financial management (within the first 30 days)
2. Development of new policies and procedures for budgeting, budget amendments, and financial reporting (within 60 days)
3. Assistance with the preparation of the FY24-25 budget (June-September 2024)
4. Ongoing support and guidance to ensure proper financial management practices and compliance with budgetary procedures

COST AND CONTRACT TERMS

The proposed engagement with White Paper Consulting is open-ended to allow flexibility in meeting the City's ongoing needs. However, as the city manager's authority is limited to unbudgeted expenditures not exceeding $25,000, staff will ensure that the costs incurred under this contract remain within the city manager's delegated authority for the current fiscal year.

The engagement letter outlines the following billing rates for services:

- Client Onboarding: $1,315 (one-time fee)
- CFO Consulting Services: $175 per hour
- Audit Assistance Services: $175 per hour
- Admin Support Services: $121 per hour
- Travel Fee: $121 per trip

Due to recent staff attrition, the accounting department currently has $30,523.39 in unencumbered funds available in the approved FY23-24 wage budget. These available funds will be used to cover the cost of the White Paper Consulting contract for the current fiscal year, ensuring that the expenses remain within the city manager's spending authority.

If additional funds are required in future years or if the cumulative cost of the contract exceeds the city manager's delegated authority, staff will seek City Commission approval for a budget amendment to allocate the necessary funds and ensure compliance with the City's budgetary procedures.

The engagement letter also addresses White Paper Consulting's obligations under Florida's public records laws and specifies that either party may terminate the agreement with a 30-day written notice, providing flexibility and protection for the City.

LONG-TERM BENEFITS

Engaging White Paper Consulting will provide numerous long-term benefits to the City, including:

- Improved financial management practices and compliance with budgetary procedures, reducing the risk of audit findings and negative impacts on the City's financial health
- Enhanced staff training and expertise in budgeting, financial management, and the BS&A system, ensuring that staff can effectively perform their roles and contribute to the City's financial stability
- Greater financial transparency and real-time tracking of expenditures, enabling informed decision-making and reducing the need for year-end budget amendments
- Increased preparedness for future financial challenges and opportunities, with a strong foundation of policies, procedures, and staff expertise in place
- Potential cost savings from improved financial management, as the City can avoid overextending funds, ensure proper allocation of resources, and maintain a healthy financial reserve

DISCUSSION

While the City Commission's approval of a resolution is being sought, it is important to note that a four-fifths affirmative vote is specifically required to waive the standard bidding requirements, as per Section 2-18(7) of the City Code of Ordinances.

CONCLUSION

Engaging the services of White Paper Consulting is a prudent and necessary step to ensure the City of Fort Meade has the financial and accounting support needed during this critical time. By seeking commission approval for the open-ended engagement letter and committing to manage the contract costs within the city manager's delegated authority, we can ensure that the City has the necessary flexibility to meet its ongoing needs while maintaining proper oversight and control over its expenditures.

With unencumbered funds available in the current budget to cover the cost, a highly qualified provider already identified, and significant long-term benefits to the City, staff recommends that the City Commission ratify the resolution approving the attached engagement letter, authorizing the Mayor to execute it, and waiving bidding requirements.

The potential long-term savings and benefits from improved financial management and staff expertise far outweigh the cost of the engagement. This engagement is a crucial step towards building a strong foundation for the City's future financial resilience and success.

Attachments

1. Proposed Resolution
2. White Paper Consulting Engagement Letter

Temp. Reso. No. _____
4/5/24
4/9/24

CITY OF FORT MEADE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, WAIVING THE CITY'S PROCUREMENT REQUIREMENTS AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN ENGAGEMENT LETTER AGREEMENT WITH WHITE PAPER CONSULTING FOR FINANCIAL AND ACCOUNTING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Meade has an immediate and critical need for financial and accounting services to address deficiencies in City' current financial and accounting processes, assist staff with essential functions, and ensure proper municipal financial management practices; and

WHEREAS, Breanna Smith who is the President of White Paper Consulting, possesses unique qualifications and expertise to provide these services to the City because she has extensive knowledge of the City's financial systems from her prior work as the City's Finance Director from March 2016 through March 2021; and

WHEREAS, engaging White Paper Consulting will provide numerous long-term benefits to the City, including improved financial management practices, enhanced staff training and expertise, greater financial transparency, and potential cost savings; and

WHEREAS, Section 2-18(7) of the City Code of Ordinances allows the City Commission, by a four-fifths vote, to waive standard bidding requirements when deemed to be in the best interests of the City; and

WHEREAS, given Ms. Smith's unique knowledge of the City's financial systems and the critical need for immediate support, staff believes engaging her firm is the most efficient and effective solution to the City's current needs, and that waiving the bidding requirements is in the best interests of the City and its residents; and

WHEREAS, the City has sufficient unencumbered funds available in the current fiscal year budget to cover the cost of the engagement, and staff will ensure that the contract costs remain within the city manager's delegated authority for unbudgeted expenditures not to exceed $25,000.

WHEREAS, Sec. 2-18(7) of the City Code of Ordinances empowers the City Commission to waive formal bidding requirements by an affirmative vote of four commissioners when doing so would serve a legitimate public purpose; and

WHEREAS, the Commission finds that waiving the City’s formal procurement requirements in order to continue essential residual hauling and processing services is a legitimate public purpose that will maintain essential services, safeguard public health and safety, ensure regulatory compliance, and achieve timely service resumption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, AS FOLLOWS:

Section 1. 1. The above recitals are hereby adopted and confirmed.

Section 2. The City Commission hereby waives formal bidding requirements in accordance with Sec. 2-18(7) of the City Ordinance and based upon the legitimate public purposes stated above.

Section 3. The Interim City Manager is hereby authorized to execute the Engagement Agreement with White Paper Consulting (attached to this Resolution as Exhibit "A").

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Fort Meade, Florida, this _____ day of _____, 2024.

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Temp. Reso. No. _____
4/5/24
4/9/24

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	_____

White Paper Consulting, Inc.
PO Box 2143, Bartow, FL 33831
www.whitepaperconsult.com
Phone: 863-732-1882

March 12, 2024

Honorable Mayor and City Commission
City of Fort Meade
Attn. Mr. Dustin Burke, Interim City Manager
8 West Broadway Street
Fort Meade, FL 33841

Introduction

This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the Controller/Chief Financial Officer "CFO" services that will be provided by White Paper Consulting, Inc. ("WPC," "we," "us," "our") to the City of Fort Meade, a Florida municipal corporation ("you," "your," "City.") The terms of this engagement will continue to apply until such time the agreement is changed in a written communication that the City and WPC both sign or terminate as permitted herein. This engagement letter is herein referred to as the "Agreement."

Scope of Services

The objective of our engagement is to assist with finance and accounting related matters. These services can include, but are not limited to, assistance with development of operating budgets and forecasts, training of accounting personnel, technical writing (such as policies and procedures), cash management, financing arrangements, and liaison with vendors and customers or other professionals engaged by the City.

We will gain a basic understanding of the key accounting policies, principles, and procedures being followed; recordkeeping methods and data maintenance; file structures and file contents; and timeliness of reporting and reporting mechanisms. If opportunities for improvement are noted, or weaknesses are identified, they will be discussed with Management of the City of Fort Meade, herein referred to as "Management." WPC will assist with implementation of proposed changes as directed by Management. This work will be done on an as-needed basis, as directed by Management.

To ensure that our services remain responsive to the City's needs, as well as fair to both parties, we will meet with you throughout the term of the engagement. If necessary, both WPC and the City can agree in writing to revise or adjust the scope of services to be provided and the fees to be charged.

Special Projects

During the engagement, under the written authorization of Management, we will assist with various projects of the City. A separate engagement letter will be provided for those matters the City requests assistance with that are considered beyond the scope of this agreement.

Other Matters

The timetable for all projects must provide sufficient time for WPC to apply professional standards and procedures. When performing the services outlined in this agreement, we may utilize the resources available at the entity to the extent practical. During a portion of our work, we may require the use of the City's computers and electronic records. We will try to provide advance notice and coordinate our use, as to not impede daily operations to the extent practical.

The City may find desirable the Certificate of Achievement for Excellence in Financial Reporting and/or the Distinguished Budget Presentation Award program(s) hosted by the Government Finance Officers Association. WPC makes no assurances regarding the receipt of these or any other awards.

Should the City require additional assistance in preparation of the annual audit, the timetable must ensure sufficient time for the external CPA to provide guidance, external auditor to perform audit fieldwork, review, and draft financial statements, in addition to the work to be completed by WPC. Additionally, sufficient time must be provided for all parties to adequately review the financial statements prior to their presentation to the City Commission. In connection with the annual financial statements prepared by Management and the City's external auditor, WPC will review journal entries; request and/or perform specific account analysis; compare budget to actual; review the assumptions used in expense accruals, and revenue recognition; and perform other procedures as needed. The work related to the annual audit will be done on a timely basis to assist the City in meeting the timetable established by 218.32 Florida state statute for distribution of the financial statements, no later than nine (9) months after the end of the fiscal year. Should WPC become aware that the City may not meet this deadline, such information will be communicated with Management timely. As such, by signing below the City acknowledges these facts and agrees to correspond with WPC, the external CPA, and external auditor to ensure responses to requests for information are completed timely for the annual audit.

Engagement Objectives, Limitations, and Responsibilities

Management is responsible for the preparation and fair presentation of the City's financial statements and financial records, in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

The objective of our engagement is to assist with finance and accounting related matters, as described. If applicable, accounting standards and procedures will be suggested and applied that are consistent with entities of similar size and nature to the City. Internal controls to safeguard City assets may be recommended during the engagement. However, we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

For all services we may provide to you in accordance with the agreement, Management agrees to assume all management responsibilities, oversee the services provided, evaluate the adequacy and results of services, and accept responsibility for the results of the services rendered.

The above procedures do not constitute an audit, examination, review, compilation, or preparation of the financial statements in accordance with the standards established by the American Institute of Certified Public Accountants (AICPA). We will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due

care. We will comply with accounting principles generally accepted in the United States of America (GAAP), as well as standards issued by the Governmental Accounting Standards Board (GASB).

The work performed above will be done on an as-needed hourly basis, which limits our involvement and knowledge of the daily operations of the City. Because of this, there is a risk that material errors, irregularities, or noncompliance with laws and regulations, including fraud or defalcation, may exist and may not be detected by us. Furthermore, should fraud be initiated by your employees or other service providers, the City's insurance is responsible for covering all such associated losses. By signing below the City acknowledges this fact and agrees to indemnify us should any of the above situations occur, subject to Section 768.28 of the Florida Statutes.

Management Responsibilities Relevant to WPC's Access to Cash

Someone with management authority is responsible for the processes below. All approvals must be documented in writing, either electronically or manually:

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve all wire transfers to external parties.
- Approve all new employees and all employee status changes prior to those employees or change being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve all bank statements and affiliated monthly reconciliations as prepared by City management.

Calculation of Time

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in calendar days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which the City is open for business to the public.

Notices

Method of Notice. The parties will give all notices and communications between the parties in writing by e-mail, unless another communication method is deemed prudent or required by law. In such cases, (i) personal delivery, (ii) a nationally recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the address of the receiving party for the purposes of this section shall be permitted.

Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it. An email notice under this agreement will be deemed to have been received upon acknowledgement of the "read receipt" of such notice.

The e-mail recipients for purposes of this agreement are as follows:

Dustin Burke, Interim City Manager dburke@cityoffortmeade.com
Melissa Cannon, Deputy City Clerk mcannon@cityoffortmeade.com
The City Manager may choose an additional recipient and must notify WPC of this recipient's information in writing.

The City shall communicate a copy to (which shall not constitute notice) the City Attorney, in accordance with the City's procedures.

Fees and Payment Terms

"Calendar Day(s)" means any and all days in a 365-day calendar year.

All communications regarding fees and payment thereof in accordance with this agreement shall be delivered via email to the City.

Statements for services will be sent on a timely basis and are payable within fifteen (15) calendar days of the invoice date. You will have fifteen (15) calendar days from the date of the invoice in which to dispute such invoice. If you do not notify WPC of an invoice dispute in writing within fifteen (15) calendar days, the invoice will be deemed undisputed. The current billing rates for our services are as follows.

DESCRIPTION OF WORK	RATE	
CLIENT ONBOARDING	$1,315	*one-time fee*
CFO CONSULTING SERVICES	$175	*hourly*
AUDIT ASSISTANCE SERVICES	$175	*hourly*
ADMIN SUPPORT SERVICES	$121	*hourly*
TRAVEL FEE	$121	*per trip*

Travel fees include the time spent traveling to and from the City of Fort Meade's facilities. The fees described above do not include out-of-pocket expenses advanced on behalf of the City, such as computer charges, telephone calls, postage, photocopying, etc.; these will be billed separately.

Our fees for services will be based on the time involved and degree of responsibility and skills required, plus expenses including internal and administrative changes. If the requested items are not available on the date required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in time planned for the engagement.

If billings are past due in excess of thirty (30) calendar days, at our election, WPC will stop all work until your account is brought current or withdraw from this engagement. The City acknowledges and agrees that we are not required to continue work in the event of the City's failure to pay on a timely

basis for services rendered as required by this engagement letter. The City further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City's failure to pay on a timely basis for services rendered as required by this engagement letter, WPC shall not be liable for any damages that occur as a result of our ceasing to render services.

These billing rates are guaranteed through December 31, 2024. After this date, the rates shall adjust at a rate of 3% annually.

The preferred method of payment is ACH Transfer. However, payments may be made by check, your online banking platform, and/or ACH payment. Instructions for making direct bank to bank wire transfers or ACH payments will be provided to Management.

Other Fees

The City also agrees to compensate WPC for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance Charges and Collection Expenses

You agree that if any statement is not paid within thirty (30) calendar days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter (1.25%), which is an annual percentage rate of fifteen (15%). If any collection action is required to collect unpaid balances due to us, reasonable attorney fees and expenses shall be recoverable.

Procurement Policy

The City acknowledges its compliance with the City of Fort Meade's Procurement Policy as outlined in the Code of Ordinances. The City is responsible for documenting its compliance with such provisions and agrees to indemnify WPC from any deviations thereto by Management. Subject to City appropriations, the amount of the engagement is expected to be greater than five thousand dollars ($5,000) and may exceed thirty thousand dollars ($30,000) as all services covered by this engagement are requested by Management.

Relationship with Client

The relationship between the City and WPC shall be solely that of an independent contractor. Nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any other relationship form other than that of an independent contractor. The City agrees that WPC shall not be assuming any fiduciary responsibility on behalf of the City during this engagement.

Public Records

If under this agreement, WPC is providing services and is acting on behalf of a public agency, as provided by Section 119.0701 of Florida Statutes, WPC shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's public records custodian, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of this agreement term and following completion of the agreement and/or any amendment(s) issued hereunder if WPC does not transfer the records to the City.
4. Upon completion of the agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to you all public records in possession of WPC or keep and maintain public records required by the City to perform the service. If WPC transfers all public records to you upon completion of the agreement and/or any amendment(s) issued hereunder, then WPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If WPC keeps and maintains public records upon completion of the agreement and/or any amendment(s) issued hereunder, WPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to you, upon request from the City's public records custodian, in a format that is compatible with the information technology systems of the City.

If WPC has questions regarding the application of Chapter 119 of Florida Statutes related to public records laws, WPC will contact the City of Fort Meade's public records custodian at (863) 285-1100, 8 West Broadway Street, Fort Meade, FL 33841.

If WPC does not comply with a public records request, the City of Fort Meade shall enforce this agreement, which may include termination.

Consent

- *Use of Financial Information*

WPC may assemble a variety of benchmarking analyses using data obtained through client engagements. Such information may be published and/or released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. The City's acceptance of this engagement letter will serve as your consent to use the City of Fort Meade's information in the analyses and subsequent reports.

- *Subcontractors*

WPC may, at times, use subcontractors to perform services under this agreement. Those subcontractors may have access to the City's information and records. Such contractors will be subject to the same restrictions on the use of such information and records as apply to this agreement.

- *Technology*

WPC may, at times, use third-party software applications to perform services under this agreement. The City acknowledges the software vendor may have access to your data to perform services under this agreement. Furthermore, the City acknowledges that most of the work will be completed remotely by WPC, as to maximize efficiency and minimize travel expenses.

Confidentiality

During this engagement, we may have access to proprietary information that is not considered public record of the City, including, without limitations, oral and written information and material concerning or pertaining to the City's trade secrets, business methods, plans and/or projects. Except as permitted by the "Consent" section of this agreement, we acknowledge that such information, regardless of its form, is confidential and proprietary to the City, and that we shall not use, copy, or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of a duly authorized City official or unless such disclosure is required by law.

WPC may utilize external web applications to receive and process information from the City. However, it is not appropriate for the City to upload protected health information using such applications. All protected health information contained in a document or file that the City plans to transmit to WPC via a web application must be redacted by the City to the maximum extent possible, **prior to uploading or transmitting the file.** If the City is unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Legal Matters and Fees

To the extent we are acting on behalf of the City and at the direction of Management, the City agrees to indemnify us for any damages that may result from our good faith actions.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the mutually agreed upon mediator, under its applicable rules for resolving professional accounting and related services disputes before pursuing other remedies. The costs of any mediation proceeding shall be shared equally by all parties.

Our role is strictly limited to the engagement described in this letter, and we offer no assurances as the results or ultimate outcomes of this engagement or of any decisions that the City makes based on our communications with the City. The City agrees that it is appropriate to limit the liability of WPC, partners, principals, directors, officers, employees, and agents and that this limitation of remedies provision is governed by the laws of the state of Florida, without giving effect to the choice of law principles.

You further agree that you will not hold WPC or any other WPC party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from, or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement except to the extent authorized by this agreement.

The exclusive remedy available to the City shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by WPC or our duties owed under this agreement. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

Nothing herein is intended to act as a waiver of the City's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

- *Compliance with the Law, Governing Law, and Venue*

The City and WPC shall comply with applicable Florida law in performing the obligations and requirements set forth by this Agreement. This Agreement and the rights and obligations of the City and WPC shall be governed by Florida law. The venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

Termination

This letter will continue in effect until cancelled by either party with thirty (30) calendar days written notice. It is understood that either party may terminate this agreement at any time, for any reason provided effective notice is given. In the event of termination, the provisions of this agreement shall continue to apply to all services rendered prior to the termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with terms of this agreement.

Agreement

Each of the parties hereto agrees to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

We appreciate the opportunity to serve the City of Fort Meade. We believe this letter correctly expresses the significant terms of our engagement. This letter constitutes the entire agreement regarding the services to be provided and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between the City and WPC. If you have any questions, please let us know.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to WPC. The engagement shall become effective as of the date affixed below.

This engagement is effective this _____ day of March 2024.

Sincerely,

_____
Breanna Smith, MBA CFE CAMS CECFE CPA
White Paper Consulting, Inc.

Response:

This letter correctly sets forth the understanding of:

_____
Petrina McCutchen, Mayor
City of Fort Meade

Attest

_____
Melissa Cannon, Deputy City Clerk
City of Fort Meade

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM O-03

SUBJECT

Resolution Approving Continuation of Residuals Hauling and Processing Services with Appalachian Material Services, Inc. (AMS)

EXECUTIVE SUMMARY

The City of Fort Meade has a long-standing relationship with Appalachian Material Services, Inc. (AMS) for residuals hauling and processing services at the City's Water Treatment Plant. On April 2, 2024, staff was notified that these services were suspended due to a communication gap regarding a price increase. This staff report analyzes the situation, reviews the terms of the proposed agreement, and recommends that the City Commission waive formal bidding requirements and authorize the Interim City Manager to sign an agreement with AMS to promptly resume these essential services. Staff will conduct a formal bidding process if directed by the Commission.

BACKGROUND

AMS has been providing residuals hauling and processing services to the City since 2002, although no formal contract was in place. On March 1, 2024, AMS sent a letter to the City regarding a price increase, but this letter was not received until April 2, 2024, at which point staff was informed that AMS had already suspended services due to non-response.

The suspension of these services poses significant operational, health, safety, and regulatory risks for the City's Water Treatment Plant. Refuse will accumulate on-site, potentially leading to violations and hazards, if hauling and processing do not resume promptly.

Upon receiving the March 1 letter on April 2, City staff contacted AMS and obtained a Residuals Hauling and Processing Agreement and Letter of Commitment. However, the open-ended nature of the agreement exceeds the City Manager's authority under City Ordinance, necessitating City Commission approval.

FISCAL ANALYSIS

A comprehensive fiscal analysis reveals the following historical costs for AMS's services:

- FY 2023-24 (through 02/2/2024): $14,700
- FY 2022-23: $43,750
- FY 2021-22: $45,755 (higher due to disaster relief)

Projecting based on year-to-date FY 2023-24 spending yields an estimated annual cost of $35,770. However, for conservative budgeting, the FY 2022-23 total of $43,750 is recommended as the assumed annual expenditure.

The Water Treatment Plant budget has $86,019.80 currently unencumbered and available to commit toward

this vendor service. Upon City Commission approval, staff will encumber $29,050 for AMS through the end of FY 2023-24.

The price increase outlined in AMS's March 1, 2024 letter is substantial: from $35.00 to $40.00 per cubic yard for cake material, and to $0.18 per gallon for liquid hauling (rarely needed). AMS attributes this to a 45% increase in lime costs from their supplier, Lhoist, effective January 1, 2024.

AGREEMENT TERMS AND ANALYSIS

The proposed Residuals Hauling and Processing Agreement and Letter of Commitment contain the following key terms:

1. AMS will haul and process residuals from the City's Water Treatment Plant in compliance with all state (DEP) and federal (EPA) regulations and permit requirements.

2. The City is responsible for providing AMS with a current copy of its DEP operating permit and scheduling loads for pickup.

3. Payment is net 30 from the invoice date. Pricing will be reviewed annually. Current pricing is $40.00 per cubic yard for cake material and $0.18 per gallon for liquid hauling.

4. The City agrees to meet the residuals processing standards stated in its Facility Operating Permit.

These terms are generally standard for this type of service agreement. The 90-day cancellation clause and annual price review provide flexibility for the City. The pricing, while increased, is tied to AMS's own increased costs. Staff believes these terms are reasonable given the circumstances.

JUSTIFICATION FOR WAIVING FORMAL BIDDING

Section 2-18(7) of the City Ordinance empowers the City Commission to waive formal bidding requirements with an affirmative vote of four commissioners when a legitimate public purpose is served. In this case, several compelling public purposes justify such a waiver:

1. Continuity of Essential Services: Residuals hauling and processing is vital to the Water Treatment Plant's operation. Service disruptions threaten the City's ability to provide clean water reliably.

2. Public Health and Safety: Accumulated refuse at the Water Treatment Plant presents health and safety hazards that must be promptly mitigated to protect the public and City employees.

3. Regulatory Compliance: The City is obligated to properly dispose of residuals to remain compliant with environmental regulations. Lapses in hauling and processing jeopardize this compliance.

4. Time Constraints: A formal bidding process would likely take several weeks to months, during which harmful refuse accumulation would continue. Waiving bidding enables faster service resumption.

RECOMMENDATION

Given the critical public purposes at stake and the reasonable terms of the proposed agreement, staff recommends the following actions by the City Commission:

1. Waive formal bidding requirements per Sec. 2-18(7) of the City Ordinance, affirming that doing so serves the legitimate public purposes of maintaining essential services, safeguarding public health and safety, ensuring regulatory compliance, and achieving timely service resumption. This waiver requires at least 4 affirmative votes from the 5-member Commission.

2. Authorize the Interim City Manager to execute the Letter of Commitment and Residuals Hauling and Processing Agreement with AMS, allowing immediate resumption of these vital services at the new pricing necessitated by AMS's increased costs.

3. Direct staff to conduct a formal bidding process if the Commission deems it necessary, after services have resumed under the interim agreement with AMS.

By taking these actions, the City Commission can ensure the uninterrupted provision of essential residuals hauling and processing services, thereby protecting public health, safety, and environmental compliance. The interim agreement with AMS addresses the urgent need for service continuity under reasonable terms. If the Commission wishes, staff will pursue a competitive procurement process for the longer term. Adequate funds are available within the current budget to absorb the increase in the short term.

The City Commission's favorable action on these recommendations will allow the Water Treatment Plant to resume normal operations, comply with regulations, and avoid the hazards associated with refuse accumulation. Staff stands ready to conduct a formal bidding process at the Commission's direction to ensure the long-term provision of these necessary services.

Attachments

1. 1 Proposed Resolution
2. 2 Residual Hauling and Processing Agreement

Temp. Reso. No. _____
4/5/24
4/9/24

CITY OF FORT MEADE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, WAIVING THE CITY'S PROCUREMENT REQUIREMENTS AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH APPALACHIAN MATERIAL SERVICES, INC. FOR RESIDUAL HAULING AND PROCESSING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Appalachian Material Services, Inc. ("AMS") has provided essential residuals hauling and processing services for the City of Fort Meade's Water Treatment Plant since 2002; and

WHEREAS, on April 2, 2024, AMS suspended these services to the City because a required price increase directly due to increased costs from AMS' supplier; and

WHEREAS, the suspension of hauling and processing services poses significant operational, health, safety, and regulatory risks for the City that must be promptly mitigated; and;

WHEREAS, AMS has provided the City with a proposed Residuals Hauling and Processing Agreement and Letter of Commitment to resume services under reasonable terms that includes an increase in cost to the City; and

WHEREAS, Sec. 2-18(7) of the City Code of Ordinances empowers the City Commission to waive formal bidding requirements by an affirmative vote of four commissioners when doing so would serve a legitimate public purpose; and

WHEREAS, the Commission finds that waiving the City's formal procurement requirements in order to continue essential residual hauling and processing services is a legitimate public purpose that will maintain essential services, safeguard public health and safety, ensure regulatory compliance, and achieve timely service resumption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, AS FOLLOWS:

Section 1. 1. The above recitals are hereby adopted and confirmed.

Section 2. The City Commission hereby waives formal bidding requirements in accordance with Sec. 2-18(7) of the City Ordinance and based upon the legitimate public purposes stated above.

Section 3. The Interim City Manager is hereby authorized to execute the Residuals Hauling and Processing Agreement and Letter of Commitment Letter with AMS (attached to this Resolution as Exhibit "A").

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Fort Meade, Florida, this _____ day of _____, 2024.

Temp. Reso. No. _____
4/5/24
4/9/24

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	

Appalachian Material Service, Inc.

PO Box 97
Terra Ceia, FL 34250
Phone (941) 776-8706

AMS Central RMF, Facility ID No. FLA467049
Nordgren Ranch RMF, Facility ID No. FLA280348

RESIDUALS HAULING AND PROCESSING AGREEMENT

Appalachian Material Service, Inc. agrees to haul and/ or process your waste water residuals at any of our Biosolids Treatment Facilities. All existing state (DEP) and federal (EPA) regulations will be observed as per permit requirements and conditions.

GENERATORS RESPONSIBILITY:

1. Provide Appalachian Material Service, Inc. with a current copy of your DEP operating permit..

2. Schedule loads for pick up.

Appalachian Material Services, Inc. RESPONSIBILITY:

1. Pick up and transport the residuals from the City of Ft. Meade WWTP (Facility ID FLA016529) to any of our biosolids treatment facilities for further treatment and disposal, IAW with state and local regulatory requirements. Appalachian Material Service, Inc. shall be responsible for the proper transport and spill contingency procedures from the generating facility to our biosolids treatment facilities.

2. Process and land apply the residuals in accordance with EPA and DEP regulations and current permit requirements. The quality of the generating facility's residuals is at least treated with a quantity estimated not to exceed 1320 DTY. The hauled residuals will be processed at our Biosolids Treatment Facilities to meet or exceed the minimum requirements for land application as stated by the permit conditions, and shall not exceed the amount permitted for processing for our BTF's, as described in our operating permits.

3. Maintain all records of processed residuals and land application areas and rates as per EPA and DEP regulations and current permit requirements.

LETTER OF COMMITMENT

Customer: City of Ft. Meade WWTP
Address: 201 Edgewood Drive South
Fort Meade, FL 33841-5101
Contact Person: Dustin Burke

Facility No.: FLA016529
Phone Number: (863) 285-1100
County: Polk County

All Residuals will be removed and processed IAW Chapter 62-640,F.A.C. The Length of this agreement shall correspond to the expiration date of the Facilities Operating Permit. Cancellation may be executed with a 90 days written notice by either party.

Payment is net 30 from date of invoice and price will be reviewed annually. Current price for liquid is $0.18 per gallon and for cake is $40.00/cubic yard

Upon acceptance of this agreement, Customer agrees to meet residuals processing standards as stated in their Facility's Operating Permit. Residuals from the generating facility may be taken to the any of our permitted biosolids treatment facilities for further processing to Class B Standards, AW Chapter 62-640, F.A.C.

TERMS ACCEPTED:

(CUSTOMER)

BY

(PRINT OR TYPE) (TITLE) (Date)

(Authorized Signature) Title

Appalachian Material Service, Inc.

BY Bernie L Thompson VP Ops.

(PRINT OR TYPE) (TITLE) (Date)

Bernie L Thompson VP Ops. 4-3-2024

(Authorized Signature) Title

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM O-04

SUBJECT

Selection of Appraisal Services for City-Owned Commercial Properties at 36 Broadway St W and 115 Broadway St W

EXECUTIVE SUMMARY

The City of Fort Meade owns two commercial properties at 36 Broadway St W and 115 Broadway St W, acquired through lien foreclosure. The properties are not in compliance with city regulations. Staff recommends engaging Curt Wheeler, MAI, to appraise both properties at a total cost of $3,400. Upon completion of the appraisals, the Commission should decide whether to sell the properties or retain them for municipal use.

BACKGROUND

At the March 12, 2024 Commission Meeting, the City Commission discussed the city-owned commercial properties located at 36 Broadway St W and 115 Broadway St W. The property at 36 Broadway St W was recently acquired through lien foreclosure, while the ownership of 115 Broadway St W was to be confirmed by staff.

The City of Fort Meade acquired the commercial properties at 36 Broadway St W and 115 Broadway St W through lien foreclosure. The properties are currently not in compliance with city regulations, and the City Commission is considering various options for their future use, including selling them, using them for municipal purposes, or offering them as economic development incentives.

UPDATE ON 115 BROADWAY ST W

Staff has confirmed that the City holds 100% ownership of the property at 115 Broadway St W.

PROPERTY ZONING AND LAND USE INFORMATION

Both properties are zoned C-2 (Central Business District), allowing for retail, office, restaurants, personal services, and upper-floor residential uses.

36 Broadway St W:	115 Broadway St W:
Lot Size: 0.12 acres	Lot Size: 0.07 acres
Building Size: 3,500 square feet	Building Size: 2,200 square feet
Year Built: 1925	Year Built: 1930

The current zoning and allowed uses for both properties are consistent with their historical use as commercial buildings. The C-2 zoning district is intended to promote a vibrant, pedestrian-friendly downtown area with a mix of retail, service, and office uses.

APPRAISER QUALIFICATIONS AND SCOPE OF WORK

The City received proposals from three highly qualified appraisers, each holding the MAI designation from the Appraisal Institute and state certification in Florida:

1. Curt Wheeler, MAI (Wheeler Appraisals, LLC)

    - MAI designation since 1983
    - Extensive experience with various commercial property types in central Florida
    - Scope of Work: "As-is" and "as-repaired" values, Sales Comparison and Income Approaches, personal inspection, narrative appraisal report
    - Timeline: 20-25 business days
    - Fee: $3,400 for both properties

2. Nicholas J. Mancuso, MAI (Mancuso Appraisal Services, Inc.)

    - MAI designation since 1991
    - 39 years of experience appraising commercial properties in Polk County and central Florida
    - Scope of Work: "As-is" and "prospective market value upon completion of necessary repairs/improvements," market rental rates
    - Timeline: 4-5 weeks
    - Fee: $7,000 for both properties

3. Michael Cliggitt, MAI, MRICS, CCIM (Cliggitt Valuation, Inc.)

    - MAI, MRICS, and CCIM designations
    - Experience with a wide range of property types throughout Florida
    - Scope of Work: "As-is" and "as-completed" values, Sales Comparison and Income Approaches, Fair Market Rent determination
    - Timeline: 4 weeks
    - Fee: $7,500 for both properties

COMPARATIVE ANALYSIS AND RECOMMENDATION RATIONALE

After carefully reviewing the qualifications, scope of work, appraisal process, and fees of each appraiser, staff recommends engaging Curt Wheeler, MAI, for the following reasons:

1. Cost-Effectiveness: Despite having the lowest fee at $3,400 for both properties, Curt Wheeler's proposal represents the best value for the City. His qualifications, scope of work, and timeline are well-suited to the project, and the cost savings will allow the City to allocate resources more effectively while still receiving high-quality appraisals.

By engaging Curt Wheeler, MAI, the City will benefit from his extensive local market knowledge, comprehensive appraisal process, and cost-effective approach. The appraisals will provide the Commission with the essential information needed to make informed decisions regarding the future use and potential sale or retention of the properties.

FINANCIAL CONSIDERATIONS

The total estimated cost of the appraisals based on Curt Wheeler's quote is $3,400 for both properties. Staff proposes charging this expense to the Planning Department's "Contract Services" line item, which has a remaining balance of $26,250 for FY23-24 (year-to-date spending: $8,750; budgeted: $35,000). Sufficient funds are available to cover the appraisal costs.

STAFF RECOMMENDATIONS

Based on the appraiser qualifications, experience, scope of work, and fees, staff recommends that the City Commission approve engaging Curt Wheeler, MAI, to conduct appraisals for the city-owned properties at 36 Broadway St W and 115 Broadway St W at a total cost of $3,400, to be charged to the Planning Department's "contract services" line item.

The appraisals will provide the Commission with the current market value of the properties, which will inform the decision-making process regarding the future use of the properties.

Attachments

1. Proposed Resolution

Temp. Reso. No. _____
4/5/24
4/9/24

CITY OF FORT MEADE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, APPROVING THE ENGAGEMENT OF CURT WHEELER, MAI, TO CONDUCT APPRAISALS FOR CITY-OWNED COMMERCIAL PROPERTIES LOCATED AT 36 BROADWAY ST W AND 115 BROADWAY ST W; PROVIDING FOR ALLOCATION OF FUNDS IN THE AMOUNT OF $3,400.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Meade owns commercial properties located at 36 Broadway St W and 115 Broadway St W, acquired through lien foreclosure; and

WHEREAS, the properties are currently not in compliance with City regulations, and the City Commission is considering various options for their future use, including selling them, using them for municipal purposes, or offering them as economic development incentives; and

WHEREAS, the City Commission desires to obtain appraisals for the properties to determine their current market value and inform decision-making regarding their future use; and

WHEREAS, the City received proposals from three appraisers and, after reviewing them, staff recommends engaging Curt Wheeler, MAI, based on his qualifications, scope of work, and cost-effectiveness; and

WHEREAS, the total estimated cost of the appraisals is $3,400 for both properties, which will be charged to the Planning Department's "Contract Services" line item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:

Section 1. The recitals set forth above are hereby adopted and incorporated herein.

Section 2. The City Commission approves the engagement of Curt Wheeler, MAI, to conduct appraisals for the city-owned commercial properties located at 36 Broadway St W and 115 Broadway St W at a total cost of $3,400.

Section 3. The appraisal costs in the amount of $3,400.00 shall be charged to the Planning Department's "Contract Services" line item in the FY23-24 budget.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Fort Meade, Florida, this _____ day of _____, 2024.

Temp. Reso. No. _____
4/5/24
4/9/24

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

Temp. Reso. No. _____
4/5/24
4/9/24

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM O-05

SUBJECT

Transferring City-Owned Properties at 36 Broadway St W and 115 Broadway St W to the Community Redevelopment Agency (CRA)

EXECUTIVE SUMMARY

The City of Fort Meade owns two commercial properties at 36 Broadway St W and 115 Broadway St W, which were acquired through lien foreclosure. Staff recommends transferring these properties to the CRA to facilitate their rehabilitation, generate economic activity, and support the City's redevelopment goals.

BACKGROUND

At the March 12, 2024 Commission Meeting, the City Commission discussed the future use of the city-owned commercial properties located at 36 Broadway St W and 115 Broadway St W. Various options were considered, including selling the properties, using them for municipal purposes, or offering them as economic development incentives through the CRA.

CRA EFFICIENCY AND ADVANTAGES

Transferring the properties to the CRA offers several advantages due to the CRA's efficiency in facilitating redevelopment projects:

1. Focused mission: The CRA's singular focus on redevelopment allows it to prioritize resources and efforts more effectively than the city, which must balance multiple responsibilities.

2. Specialized expertise: CRA staff possess specialized knowledge and experience in redevelopment, enabling them to efficiently navigate complex processes and make informed decisions.

3. Dedicated funding: CRAs have access to dedicated funding sources, such as Tax Increment Financing (TIF), enabling them to efficiently allocate resources to redevelopment projects.

4. Partnerships and collaboration: CRAs are well-positioned to foster partnerships among stakeholders, streamlining the redevelopment process by leveraging resources, expertise, and support.

5. Focused community engagement: CRAs have established mechanisms for engaging the community in the redevelopment process, ensuring that projects align with the community's vision and needs.

NEXT STEPS

Upon the City Commission's approval of the property transfer, the CRA Board will need to take separate action to accept the transferred properties. The CRA Board may then consider authorizing the issuance of a Request for Proposals (RFP) for the redevelopment of these properties, in accordance with the CRA's goals and requirements.

STAFF RECOMMENDATIONS

Staff recommends that the City Commission approve the transfer of the city-owned properties at 36 Broadway St W and 115 Broadway St W to the Community Redevelopment Agency (CRA).

Attachments

1. Proposed Resolutions

Temp. Reso. No. _____
4/5/24
4/9/24

CITY OF FORT MEADE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, APPROVING THE TRANSFER OF CITY-OWNED PROPERTIES LOCATED AT 36 BROADWAY STREET WEST (PARCEL IDENTIFICATION NUMBER: 25-31-27-468000-000012) AND 115 BROADWAY STREET WEST (PARCEL IDENTIFICATION NUMBER: 25-31-27-467500-000090) TO THE COMMUNITY REDEVELOPMENT AGENCY; AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Meade owns two commercial properties located at 36 Broadway Street West (Parcel Identification Number: 25-31-27-468000-000012) and 115 Broadway Street West (Parcel ID: 25-31-27-467500-000090) that the City acquired through lien foreclosure; and

WHEREAS, the City Commission has determined that transferring these properties to the Community Redevelopment Agency (CRA) will facilitate their rehabilitation, generate economic activity, and support the City's redevelopment goals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:

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

Section 2. The City Commission hereby approves the transfer of the city-owned properties located at 36 Broadway Street West (Parcel Identification Number: 25-31-27-

468000-000012) and 115 Broadway Street West (Parcel Identification Number 25-31-27-467500-000090) to the Community Redevelopment Agency (CRA).

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED by the City Commission of the City of Fort Meade, Florida, this _____ day of _____, 2024.

Temp. Reso. No. _____
4/5/24
4/9/24

_____
Mayor, Petrina McCutchen

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

Temp. Reso. No. _____
4/5/24
4/9/24

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM O-06

SUBJECT

Agreement for Land Transfer and Sewer Installation between the City of Fort Meade and the American Legion Post 23

BACKGROUND

In June 2023, the City approached the American Legion Post 23 to discuss a land swap option for installing sewer services for the American Legion RV Park/Campground. A verbal agreement was made that if the City could obtain sewer services for the American Legion, they would donate approximately 8.875 acres of land to the City for the expansion of Patterson Park.

The City applied for and received a grant from the Florida Department of Environmental Protection (FDEP) to cover the cost of installing and connecting new sewer service for the American Legion property to the Fort Meade sewer system. The grant, totaling $785,000, was approved and accepted by the Commission.

Mittauer & Associates, the City's engineering firm, has been working on the design of the wastewater collection system and lift station for the American Legion property. They are approximately 80-90% done with the planning phase and have designed the lift station with a limited capacity for future expansion to serve potential developments or improvements in the City's park to the south.

LAND TRANSFER AND EASEMENT

Mittauer & Associates has provided a set of drawings and a copy of the survey for the proposed land swap. The American Legion will transfer approximately 8.875 acres of land to the City in exchange for the installation of the sewer system. In addition to the land transfer, the City will need to obtain easements for the proposed 40'x40' lift station site, collection system, force main, electrical service, and egress. Legal boundary surveys and easement descriptions will be prepared by a Florida licensed Professional Surveyor and Mapper (PSM).

AGREEMENT AND RESOLUTION

The City Attorney has reviewed the Agreement for Land Transfer and Sewer Installation and has approved it as to form and legal sufficiency. The agreement outlines the terms and conditions of the land swap and sewer installation project, including protections for both the City and the American Legion, such as a 12-month timeline for the City to complete the sewer installation and a reversion clause if the work is not completed within the specified timeframe.

A resolution has been prepared authorizing the Mayor to execute the Agreement for Land Transfer and Sewer Installation on behalf of the City.

FISCAL IMPACT

The City will see an increase in revenue from the expanded sewer service to the American Legion property. Based on the billing information provided by Customer Service, the estimated monthly revenue from the American Legion's sewer connection is $345.36, with an annual revenue of $4,144.32. Over a 5-year period, the total financial impact of the American Legion's sewer connection is estimated to be $20,721.60.

The additional revenue will help offset the costs associated with maintaining and operating the City's sewer system. The City may also experience long-term economic benefits from the expansion of Patterson Park, such as increased tourism and property values in the surrounding area. The expanded park will provide increased recreational opportunities for residents and visitors, enhancing the quality of life in Fort Meade.

RECOMMENDATION

Staff recommends that the City Commission approve the resolution authorizing the Mayor to execute the Agreement for Land Transfer and Sewer Installation between the City of Fort Meade and the American Legion Post 23.

NEXT STEPS

Upon approval of the resolution, the City will work with the American Legion to finalize the land transfer and easements. Mittauer & Associates will proceed with the completion of the sewer installation design and permitting. Once the land transfer is complete and permits are obtained, construction of the sewer system will begin. The City will then initiate the design and development process for the expansion of Patterson Park, focusing on creating a vibrant public space that will serve the community for generations to come.

Attachments:

1. Proposed resolution
2. Agreement for Land Transfer and Sewer Installations
3. Exhibit A: Legal Description & Survey Map of the Property
4. Mittauer & Associates Engineering Services Agreement

Temp. Reso. No. _____
4/5/24
4/9/24

CITY OF FORT MEADE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LAND TRANSFER AND SEWER INSTALLATION BETWEEN THE CITY OF FOR MEADE AND THE AMERICAN LEGION POST 23; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the American Legion 23, non-profit organization, owns approximately 8.875 acres of land located in Polk County, Florida, as more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"); and

the City of Fort Meade owns commercial properties located at 36 Broadway St W and 115 Broadway St W, acquired through lien foreclosure; and

WHEREAS, the City desires to acquire the Property for the purpose of expanding Patterson Park and constructing public amenities, including a restroom, parking lot, playground, fishing pier, and boardwalk; and

WHEREAS, the City has obtained a grant from the Florida Department of Environmental Protection (“FDEP”) to cover the cost of installing sewer services to the American Legion's property; and

WHEREAS, the City Commission deems that it is in the City’s best interest to an agreement for the land transfer and sewer installation.

WHEREAS, the total estimated cost of the appraisals is $3,400 for both properties, which will be charged to the Planning Department's "Contract Services" line item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:

Section 1. The recitals set forth above are hereby adopted and incorporated herein.

Section 2. The City Commission approves the Agreement for Land Transfer and Sewer Installation, in substantially the form attached to the Resolution as Exhibit “A,” including any non-substantive changes approved by the City Attorney.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED by the City Commission of the City of Fort Meade, Florida, this _____ day of _____, 2024.

_____
Mayor, Petrina McCutchen

Temp. Reso. No. _____
4/5/24
4/9/24

ATTEST:

_____
Melissa Cannon, Deputy City Clerk,

Temp. Reso. No. _____
4/5/24
4/9/24

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Vice-Mayor Samuel Berrien	_____
Commissioner James Watts	_____
Commissioner Jaret Williams	_____
Commissioner James Possum Schaill	_____
Mayor Petrina McCutchen	

AGREEMENT FOR LAND TRANSFER AND SEWER INSTALLATION

This Agreement for Land Transfer and Sewer Installation ("Agreement") is made and entered into as of the [DATE] by and between the City of Fort Meade, a Florida municipal corporation ("City"), and the American Legion Post 23, a non-profit organization ("American Legion").

RECITALS

WHEREAS, the American Legion owns approximately 8.875 acres of land located in Polk County, Florida, as more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the City desires to acquire the Property for the purpose of expanding Patterson Park and constructing public amenities, including a restroom, parking lot, playground, fishing pier, and boardwalk; and

WHEREAS, the American Legion desires to have sewer services installed on its remaining property; and

WHEREAS, the City has obtained a grant from the Florida Department of Environmental Protection (FDEP) to cover the cost of installing sewer services to the American Legion's property; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions for the land transfer and sewer installation.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Land Transfer: a. Within 30 days of the execution of this Agreement, the American Legion shall transfer the Property to the City by way of a special warranty deed. b. The legal description and survey map of the Property are attached hereto as Exhibit A and incorporated herein by reference. c. The City shall use the Property for the expansion of Patterson Park and the construction of public amenities, as described in the summary of intended use and development plans attached hereto as Exhibit B and incorporated herein by reference.

2. Sewer Installation: a. Within 12 months of the transfer of the Property to the City, the City shall install sewer services to the American Legion's remaining property in accordance with the Engineering Services Agreement with Mittauer & Associates (Project No. 1505-16-1), attached hereto as Exhibit C and incorporated herein by reference. b. The cost of the sewer installation work shall be covered by the FDEP grant (Agreement No. WG 127), attached hereto as Exhibit D and incorporated herein by reference.

3. Maintenance and Repair: The City shall be responsible for the ongoing maintenance and repair of the sewer connection serving the American Legion's remaining property.

4. Indemnification: The City shall indemnify, defend, and hold harmless the American Legion from any liabilities, claims, or damages arising from the City's sewer installation work or the operation of the sewer system.

5. Dispute Resolution: Any disputes arising under this Agreement shall be resolved through mediation. If mediation is unsuccessful, the parties may pursue legal action in the appropriate court of Polk County, Florida.

6. Easement for Access: The City hereby grants the American Legion an easement for access to the Property for the purpose of maintaining and repairing its remaining property, subject to reasonable notice to the City.

7. Closing: a. The closing for the land transfer shall occur within [Number] days of the execution of this Agreement. b. At closing, the American Legion shall deliver to the City a fully executed special warranty deed conveying the Property to the City free and clear of all liens and encumbrances. c. The City shall be responsible for all closing costs associated with the land transfer, including but not limited to recording fees and documentary stamp taxes.

8. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that any legal action arising under this Agreement shall be brought in the appropriate court of Polk County, Florida.

9. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF FORT MEADE	AMERICAN LEGION POST 23
By: _____	By: _____
Petrina McCuthen, Mayor	[Name], [Title]

Exhibits:

A. Legal description and survey map of the Property

B. Engineering Services Agreement (Project No. 1505-16-1)

C. FDEP grant agreement (Agreement No. WG 127)

D. Summary of intended use and development plans

Exhibit A

Legal Description and Survey Map of the Property

Legal Description:

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 31 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, LYING WEST OF STATE ROAD 35 (US HIGHWAY 17) AND EAST OF CSX RAILROAD.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE ON THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 31 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID NORTHWEST 1/4 SOUTH 00°12'43" EAST A DISTANCE OF 115.00 FEET; THENCE SOUTH 89°40'45" WEST A DISTANCE OF 60.00 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 35 (US HIGHWAY 17, PER SECTION 16030-2529) FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°58'18" WEST A DISTANCE OF 306.73 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 89°44'38" WEST A DISTANCE OF 9.00 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°11'52" EAST A DISTANCE OF 238.18 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID SOUTH LINE SOUTH 89°42'16" WEST A DISTANCE OF 1209.73 FEET TO THE EAST RAILROAD RIGHT OF WAY LINE OF CSX RAILROAD PER VALUATION MAP V6 FLA 6 TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 2924.17 FEET; THENCE ALONG SAID EAST RAILROAD RIGHT OF WAY LINE THE CURVE TO THE LEFT A DISTANCE OF 173.39 FEET THROUGH A CHORD BEARING NORTH 03°59'51" WEST TO THE END OF SAID CURVE; THENCE NORTH 89°42'16" EAST A DISTANCE OF 607.59 FEET; THENCE NORTH 11°10'09" EAST A DISTANCE OF 97.88 FEET; THENCE NORTH 51°59'50" EAST A DISTANCE OF 450.92 FEET; THENCE NORTH 89°40'45" EAST A DISTANCE OF 253.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.875 ACRES, MORE OR LESS.

Exhibit B

Summary of Intended Use and Development Plans

The City of Fort Meade intends to use the 8.875 acres of land acquired from the American Legion Post 23 for the expansion of Patterson Park and the construction of various public amenities. The proposed development plans include:

1. Restroom Facilities:

- Construct a new public restroom building to serve park visitors.

- The restroom will be ADA compliant and include separate facilities for men and women.

- The restroom building will be designed to complement the park's natural surroundings and existing structures.

2. Parking Lot:

- Develop a paved parking lot to accommodate approximately [Number] vehicles.

- The parking lot will include designated handicap parking spaces and proper signage.

- Landscaping will be incorporated around the parking lot to provide shade and enhance the park's aesthetic appeal.

3. Playground:

- Install a new children's playground with various play equipment, such as swings, slides, and climbing structures.

- The playground will feature a soft, safe surface material to minimize the risk of injuries.

- Benches and shade structures will be placed near the playground for parents and caregivers.

4. Fishing Pier:

- Construct a fishing pier extending into the adjacent water body to provide a dedicated space for fishing activities.

- The pier will be designed to accommodate multiple anglers and will include safety railings and fish cleaning stations.

- Educational signage about local fish species and responsible fishing practices will be installed along the pier.

5. Boardwalk:

- Develop a boardwalk trail through the park's natural areas to provide visitors with an immersive nature experience.

- The boardwalk will be constructed using environmentally friendly materials and will be designed to minimize impact on the surrounding ecosystem.

- Interpretive signage will be placed along the boardwalk to educate visitors about the local flora and fauna.

The City of Fort Meade will work with landscape architects, engineers, and construction professionals to develop detailed designs and plans for each of these amenities. The development process will prioritize accessibility, safety, environmental stewardship, and the enhancement of the overall park experience for visitors of all ages and abilities.

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

May 25, 2023

Mr. James Watts, Mayor
City of Fort Meade
8 West Broadway Street
Fort Meade, Florida 33841

RE: Engineering Services Agreement
VFW RV Park Wastewater System
FDEP Agreement No. WG127
City of Fort Meade, Florida
Mittauer & Associates, Inc. Project No. 1505-16-1

Dear Mayor Watts,

We are pleased to present the following proposal for Engineering Services in conjunction with the City of Fort Meade's Florida Department of Environmental Protection (FDEP) agreement for the VFW RV Park Wastewater System Project. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Fort Meade, Florida, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall provide the following Engineering Services including the preparation of construction drawings and specifications for the gravity sewer collection system, which will serve the existing VFW RV Park (American Legion Post 23), which is a adjacent to the Fort Meade Lakes (Waterbody ID: 1623Z) & Patterson Park. These services will follow the "Task" identified in Attachment 3, Grant Work Plan of the City's subject FDEP funding agreement. More specifically, this will include the following for the specific task identified in the funding agreement:

TASK 1 - DESIGN AND PERMITTING

Under this Task, the Engineer shall perform the engineering design for the preparation of engineering drawings and specifications for the construction of a new gravity sewer collection system, a new wastewater lift station, force main piping, and abandonment of the existing septic tanks, along with associated electrical work, CSX Railroad jack & bore crossing and other related work. Additionally,

this work will include the required regulatory permit applications. Design & Permitting work includes:

1. Preparation of plans and specifications for the construction of the improvements as shown on the attached Figure 1.

2. Preparation of an Engineer's Opinion of Probable Construction Cost.

3. Provide the Client with three (3) copies of final plans and specifications.

4. Provide on-site, above-ground field topographic survey information at the immediate area of improvements as necessary for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer shall perform a Quality Level C Investigation in accordance with ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

5. The Engineer shall obtain limited geotechnical soil data consisting of soil borings within the limits for the main routing of the project. This work does not include specialized field investigations such as ground penetrating radar (GPR) or specialized studies.

6. The Engineer shall assist the contractor with the preparation of a Florida Department of Health - Polk County (FDOH Polk) Septic Abandonment Permit Application for the abandonment of onsite sewage treatment and disposal systems (OSTDS) on American Legion Post 23 property.

7. Preparation of a Florida Department of Health - Polk County (FDOH Polk) Wastewater Permit Application to Construct Domestic Wastewater Collection/Transmission Systems.

8. Preparation of a CSX Railroad, or Railroad Crossing, Permit Application to Jack & Bore approximately 100 LF of the wastewater force main under the CSX railroad from the new lift station.

TASK 2 - BIDDING AND CONTRACTOR SELECTION

Generally, work under this task is for the Engineer to assist the Client in advertising the project for construction bids by preparing and advertisement for bids; selling bid documents to prospective bidders; maintaining a record of prospective bidders to whom bidding documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

TASK 3 - PROJECT MANAGEMENT

This Task includes the engineering associated with construction administration services, part-time Resident Project Representative (RPR) services, and additional engineering services during the duration of the project. More specifically, these items will include:

1. Provide standard engineering construction administration services, including the preparation of construction documents; attending a preconstruction conference; reviewing the contractor's material shop drawings; making periodic visits to the site to observe the prospect of various aspects of the contractor's work; reviewing and approval of the contractor's applications for payment; processing change orders, if required; reviewing the contractor's completion documents and record drawings; and performing final inspection of the work.

2. The Engineer shall provide additional work at the startup of the new VFW RV Park Wastewater Lift Station. Additionally, the Engineer shall update the Client's GIS maps as it relates to the new VFW RV Park Wastewater System and Lift Station.

3. The Engineer shall provide the services of a part-time Resident Project Representative (RPR) at the site to provide a more continuous observation of the contractor's work. This time will be figured on a pro rata share with other ongoing projects at the City which may result in having more than one RPR onsite at a time.

4. The Engineer shall also provide Project Management Services related to the grant including status reports, monthly drawdown forms, etc.

TASK 4 - CONSTRUCTION

Work under this Task will be performed by a Florida licensed contractor with a construction budget of $561,000. As such, this work is not part of the Engineer's work.

TASK 5 - CONNECTION TO CENTRAL SEWER

Work under this Task will be performed by a Florida licensed contractor with a construction budget of $50,000. As such, this work is not part of the Engineer's work.

CONDITIONS AND EXCLUSIONS

The Client shall provide copies of all available pertinent studies and reports, record drawings, GIS mapping data, and related available information pertaining to the project to the Engineer prior to the Engineer commencing work. The Client shall provide all regulatory agency permit application fees and related items required by the agencies. The Engineer's scope of services does not include

zoning-related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, boundary or easement surveys, subdivision platting, LEED consultation/design, or value engineering.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

For Task 1 Design and Permitting, the Engineer shall be paid the following lump sum fees for the VFW RV Park Wastewater System: $54,600 for Design, $15,600 for topographic surveys, and $33,000 for additional services during design such as permitting and geotechnical work. The combined lump sum fee for Task 1 is $103,200 as outlined in the Client's funding agreement.

For Task 2 Bidding and Contractor Selection, the Engineer shall be paid a combined lump sum fee of $3,800 as outlined in the Client's funding agreement.

For Task 3 Project Management, the Engineer shall be paid $67,000 for Construction Administration, Grant Administration, Resident Project Representative (RPR) Services, Start-up Services, GIS Updates, Project Closeout, and associated work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax or value added tax (VAT), should they be required by law.

Remainder of Page Intentionally Blank

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal returned to the Engineer shall serve as Notice-to-Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void. This Agreement shall run concurrently with the Client's funding agreement with Florida Department of Environmental Protection (FDEP).

Thank you for giving us the opportunity to serve the City of Fort Meade, Florida.

Sincerely,
Mittauer & Associates, Inc.

Joseph A. Mittauer, P.E.
President

JAM/jap/al

Enc: Figure 1 Conceptual Site Plan

Accepted by:
City of Fort Meade, Florida

By: James E Watts
The Honorable James Watts, Mayor

Date: 6/13/2023

SCALE: 1" = 400'



MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073
TEL. (904) 278-0030 FAX. (904) 278-0840 FLORIDA RY No. 6569

CITY OF FORT MEADE
VFW RV Park Wastewater System
Conceptual Site Plan
Polk County, Florida

FIGURE 1

September 2021
Project No. 1505-01-1

M:\CAD Files\Fort Meade\1505011 General Consulting Services\VFW RV Park Wastewater System\VFW RV Park Watewater System.dwg, 9/27/2021 2:34:34 PM

CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF APRIL 9, 2024
AGENDA ITEM O-07

SUBJECT

Authorizing Temporary License Agreement with Retroflow, LLC

EXECUTIVE SUMMARY

The purpose of this staff report is to recommend that the City Commission adopt a resolution authorizing the Interim City Manager to enter into a temporary license agreement with Retroflow, LLC for the installation and testing of their post-wastewater treatment technology at the City's wastewater treatment facility located at 201 South Edgewood Drive, Fort Meade, FL 33840. The agreement will be for a period of three (3) months, commencing on May 1, 2024, and terminating on July 31, 2024.

BACKGROUND

Retroflow, LLC, a Florida limited liability company, has developed a post-wastewater treatment technology designed to reduce phosphate concentration in effluent. The company has requested permission to install and test their technology at the City's wastewater treatment facility as part of a pilot project. The proposed pilot project aligns with the City's goals of improving wastewater treatment efficiency and exploring innovative solutions for phosphate reduction.

ANALYSIS

The City's Water & Wastewater Director has conducted a thorough technical evaluation of Retroflow's technology and has determined that the pilot project is feasible and compatible with the City's existing wastewater treatment infrastructure. The potential benefits of the technology include improved effluent quality and reduced phosphate concentrations. The risks associated with the pilot project are minimal, as Retroflow will be responsible for all costs related to the installation, operation, and removal of their technology, and the agreement includes provisions to protect the City from any potential liabilities or damages.

The City Attorney has reviewed the draft temporary license agreement and has confirmed that it adequately protects the City's interests and complies with all relevant laws and regulations.

FISCAL IMPACT

There is no expected no fiscal impact on the City, as Retroflow, LLC is expected to bear all costs related to the installation, operation, and removal of their technology.

LEGAL CONSIDERATION

The key terms and conditions of the temporary license agreement include:

1. Grant of a non-exclusive, temporary license for three (3) months
2. Retroflow's responsibility for all costs and liabilities associated with the pilot project
3. Provisions for intellectual property protection and confidentiality

4. Indemnification of the City by Retroflow
5. Insurance requirements for Retroflow
6. Termination provisions with a 30-day notice period

RECOMMENDATION

Staff recommends that the City Commission adopt the attached resolution authorizing the Interim City Manager to enter into the temporary license agreement with Retroflow, LLC for the installation and testing of their post-wastewater treatment technology at the City's wastewater treatment facility.

Attachments

1. Proposed Resolution
2. Proposed Temporary License Agreement

RESOLUTION NO. [NUMBER]

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH RETROFLOW, LLC FOR THE INSTALLATION AND TESTING OF POST-WASTEWATER TREATMENT TECHNOLOGY AT THE CITY'S WASTEWATER TREATMENT FACILITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Meade owns and operates a wastewater treatment facility located at 201 South Edgewood Drive, Fort Meade, FL 33840; and

WHEREAS, Retroflow, LLC, a Florida limited liability company, has developed a post-wastewater treatment technology designed to reduce phosphate concentration in effluent; and

WHEREAS, Retroflow, LLC has requested permission to install and test their technology at the City's wastewater treatment facility as part of a pilot project; and

WHEREAS, the City's Water & Wastewater Director has conducted a technical evaluation of Retroflow's technology and has determined that the pilot project is feasible and compatible with the City's existing wastewater treatment infrastructure; and

WHEREAS, the City Attorney has reviewed the draft temporary license agreement and has confirmed that it adequately protects the City's interests and complies with all relevant laws and regulations; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize the Interim City Manager to enter into a temporary license agreement with Retroflow, LLC for the installation and testing of their post-wastewater treatment technology at the City's wastewater treatment facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA:

1. Section 1. Findings of Fact. The above recitals are true and correct and are incorporated herein as findings of fact.
2. Section 2. Authorization. The Interim City Manager is hereby authorized to enter into a temporary license agreement with Retroflow, LLC for the installation and testing of their post-wastewater treatment technology at the City's wastewater treatment facility, substantially in the form attached hereto as Exhibit "A."
3. Section 3. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.
4. Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement ("Agreement") is made and entered into on [DATE] by and between the City of Fort Meade, FL, a municipal corporation of the State of Florida ("Licensor"), and Retroflow, LLC, a Florida limited liability company ("Licensee").

WHEREAS, Licensor owns and operates a wastewater treatment facility located at 201 South Edgewood Drive, Fort Meade, FL 33840 ("Facility"); and

WHEREAS, Licensee desires to install and test its post-wastewater treatment technology ("Technology") at the Facility for the purpose of reducing phosphate concentration in the effluent; and

WHEREAS, Licensor is willing to grant Licensee a temporary license to install and test the Technology at the Facility, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Grant of License: Licensor hereby grants Licensee a non-exclusive, temporary license to install and test the Technology at the Facility for a period of three (3) months, commencing on May 1, 2024 and terminating on July 31, 2024, unless earlier terminated as provided herein.
2. Scope of License: Licensee's installation and testing of the Technology shall be limited to the specific location within the Facility designated by Licensor and shall not interfere with the normal operations of the Facility.
3. Licensee Responsibilities: Licensee shall be solely responsible for the installation, operation, maintenance, monitoring, and removal of the Technology at the Facility. Licensee shall ensure that all work is performed in compliance with applicable laws, regulations, and permits.
4. Costs: Licensee shall bear all costs associated with the installation, operation, maintenance, and removal of the Technology, including any necessary modifications to the Facility.
5. Access: Licensee and its authorized representatives shall have reasonable access to the Facility during normal business hours for the purpose of installing, testing, and removing the Technology, subject to Licensor's safety and security requirements.
6. Intellectual Property: Licensee shall retain all intellectual property rights in the Technology. Licensor shall not acquire any ownership or license rights in the Technology by virtue of this Agreement.
7. Confidentiality: Each party shall maintain the confidentiality of any proprietary or confidential information disclosed by the other party in connection with this Agreement.
8. Indemnification: Licensee shall indemnify, defend, and hold harmless Licensor and its officers, employees, and agents from any claims, damages, liabilities, or expenses arising from Licensee's installation, testing, or removal of the Technology at the Facility.
9. Insurance: Licensee shall maintain commercial general liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 aggregate, naming Licensor as an additional insured.
10. Termination: Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Upon termination, Licensee shall promptly remove the Technology from the Facility and restore the Facility to its original condition.
11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

City of Fort Meade, FL

By: _____

Name:

Title:

LICENSEE:

Retroflow, LLC

By: _____

Name:

Title: