



**City Council Minutes
January 11, 2021
Council Chambers
6:30 PM**



I. CALL TO ORDER

Present: 5 - Councilmember Lindsay Hall Harrison, Councilmember Vance Guthrie, Vice-Mayor Michael Wilde, Councilmember Michael Thomas, Mayor Dale McDonald

Mayor McDonald called the meeting to order at 6:37 PM. Also present were City Manager Anselmo, City Attorney Shepard, and City Clerk Waldrop.

II. INVOCATION

Mayor McDonald requested a moment of silence.

III. PLEDGE OF ALLEGIANCE

Mayor McDonald led the Pledge of Allegiance.

Mayor McDonald took a moment to inform the Council of the passing of long-time resident, business owner and, former Mayor of Maitland, "Bud" Parker. The Mayor reflected on some of Mr. Parker's accomplishments in Maitland.

IV. PUBLIC HEARING - NONE

There were no Public Hearings scheduled.

V. OLD BUSINESS

There was no Old Business to report.

VI. CONSENT AGENDA

Mayor McDonald requested public comment on Consent Items #2-9. There being no one who wished to be heard, Mayor McDonald closed the public comment period.

A motion was made to approve the Consent Agenda as presented.

RESULT: Approve

MOVER: Councilmember Vance Guthrie

SECONDER: Councilmember Michael Thomas

AYES: Dale McDonald, Michael Wilde, Michael Thomas, Vance Guthrie, Lindsay Hall Harrison

NAYS: None

1. Approve the City Council Meeting Minutes of December 14, 2020

Approve the City Council meeting minutes of December 14, 2020.

2. FY21 Electric Lawn Mower Purchases

Approve the purchase of Four (4) Mean Green Electric 60" Zero Turn Radius (ZTR) Mowers from Ingenium Power and Sports LLC in the amount of \$104,074.

3. Resolution - Election March 9, 2021

Passage of Resolution #1-2021 designating places of polling, opening, and closing of polls and form of ballot for the General Municipal Election to be held on Tuesday, March 9, 2021.

4. 4th Quarter 2020 Financial Summary

Receive the 4th Quarter 2020 Financial Summary and Investment Schedule.

5. Fennell Park Plat - 2020-01 (SUB) 2100 Fennell Street

Accept the Final Plat for Petition 2020-01 (SUB) 2100 Fennell Street.

6. Sandspur Road Renovation

Authorize the City Manager to execute a professional engineering services agreement with CPH for the design of the repair and renovation of Sandspur Road.

7. Maintenance Agreement for Walls, Landscaping and Signage for 2100 Fennell Street

Approve and authorize the City Manager to execute the Agreement for the Maintenance and/or Repair of Certain Infrastructure Improvements for 2100 Fennell Street.

8. Amendment to Loan from Florida State Revolving Fund

Authorize the Mayor to execute an extension amendment to the State Revolving Fund Loan DW480250 for the Design and Planning of the 17-92 Water Main Upgrade Project as approved May 13, 2019.

9. Approval of Ft. Maitland Park Design Change Order

Approve a change order for an additional \$25000 in design and engineering services with CPH, Inc. for revisions to the planned improvements for Ft. Maitland Park.

VII. PUBLIC PERIOD

Mayor McDonald opened the Public Period. There being no one who wished to be heard, Mayor McDonald closed the Public Period.

VIII. DECISION

1. Appointments - Lakes Advisory Board (2)

The City Clerk stated that the terms of Aimee Krivan and Josie Marston on the Lakes Advisory Board (LAB) expired on December 14, 2020. Ms. Krivan and Mrs. Marston are eligible for reappointment and both wish to be considered for reappointment. Council is requested to make two (2) appointments effective December 14, 2020, each for a three-year term.

Mayor McDonald requested nominations. Councilmember Vance Guthrie nominated Aimee Krivan. The nomination received a second from Councilmember Wilde and a third from Councilmember Thomas. Councilmember Guthrie nominated Josie Marston. The nomination received a second from Councilmember Wilde and a third from Councilmember Thomas. There being no further nominations, Mayor McDonald declared Aimee Krivan and Josie Marston re-appointed to the Lakes Advisory Board effective December 14, 2020, each for a three-year term.

IX. DISCUSSION

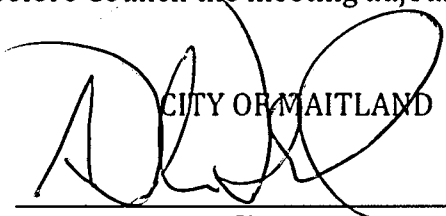
Councilmember Guthrie asked if there could be a discussion or workshop to review the notification process (development around lakes) on a future agenda.

X. CITY MANAGER'S REPORT/CITY ATTORNEY/COUNCIL REPORTS

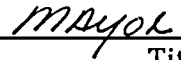
There were no reports.

XI. ADJOURNMENT

There being no further business to come before Council the meeting adjourned at 6:57 PM.


CITY OF MAITLAND

Signature



Title

ATTEST:


Signature



Title

**2021-2025 MEMORANDUM OF UNDERSTANDING OF THE CENTRAL FLORIDA
METRO SWAT TEAM TASK FORCE**

APOPKA POLICE DEPARTMENT

MAITLAND POLICE DEPARTMENT

OCOEE POLICE DEPARTMENT

WINTER GARDEN POLICE DEPARTMENT

WINTER PARK POLICE DEPARTMENT

This Memorandum of Understanding of the Central Florida Metro Swat Team Task Force (the “MOU”) is entered into on January 1, 2021, by and between Apopka Police Department, the Maitland Police Department, the Ocoee Police Department, the Winter Garden Police Department, and Winter Park Police Department (collectively the “Parties”).

WHEREAS, the City of Apopka, the City of Maitland, the City of Ocoee, the City of Winter Garden, and the City of Winter Park, along with other agencies, have entered into a duly signed Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement (the “Mutual Aid Agreement”) which is in effect until January 1, 2025.

WHEREAS, “Section II, Provisions for Voluntary Cooperation” in said Mutual Aid Agreement allows agencies within the Mutual Aid Agreement to enter into Inter-Agency task forces including Special Weapons and Tactics Teams (the “SWAT Team”).

WHEREAS, the Apopka Police Department, the Maitland Police Department, the Ocoee Police Department, the Winter Garden Police Department, and Winter Park Police Department believe that the creation of one larger Inter-Agency SWAT team will allow for the most economical and efficient use of the their respective SWAT team resources.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The Central Florida Metro SWAT team (hereafter “Metro SWAT”) is a multi-agency unit, organized and formulated to work together to respond to calls needing the specialized services of a SWAT team.
- B. The parties incorporate the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement in effect from 2021-2025 in its entirety, and this MOU shall be deemed the formalization of a SWAT Task Force contemplated in Section II of the Mutual Aid Agreement.
- C. The Chief of Police, or his/her designee, from each participating agency will act as a member of the Board of Directors for Metro SWAT (the “Board of Directors”). The

Board of Directors will develop command structures, develop protocols, and ensure members are trained in compliance within professional standards.

- D. Each participating agency shall designate a representative that has the authority to request or render SWAT team assistance on behalf of their agency.
- E. When services are requested, each designated representative will evaluate the request for services and his/her available resources, and respond in a manner he/she deems appropriate.
- F. The Chief, or their designee, of the jurisdiction where the SWAT activity is located will act as the High Risk Incident Commander (HRIC) for events occurring within their jurisdiction.
- G. Whenever a team member is rendering assistance under this MOU, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. If at any time, any rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of Metro SWAT then such rule, regulation, policy, general order or procedure of the employing agency shall control and shall supersede the direct order of the superior officer of Metro SWAT.
- H. If a complaint has been lodged against any member of the Metro SWAT team, that complaint will be forwarded to the Chief of Police (or his/her designee) of the member's employing agency to be handled pursuant to the policy and procedures of the employing agency.
- I. While present outside the Metro SWAT member's jurisdiction by request of another agency, Metro SWAT members may detain, search, and arrest individuals during their Metro SWAT assignment as if they were inside their own jurisdiction. If any crime occurs in the Metro SWAT member's presence while executing their duties pursuant to this MOU, said Metro SWAT member is empowered to render law enforcement assistance.
- J. Each participating agency engaging in any assistance pursuant to this MOU understands that the provisions of the Mutual Aid Agreement apply, including but not limited to: Section IV: Powers, Privileges, Immunities, and Costs, Section V. Indemnification, and Section VI. Insurance Provisions. Specifically, and as provided and limited by the Mutual Aid Agreement, each agency will be responsible for the acts, omissions or conduct of its own employees; damage or loss of their own equipment; and will defend their own

agency employees in any suit or claim arising in reference to their agency employee(s). Nothing in this MOU shall be deemed a waiver of any party's sovereign immunity.

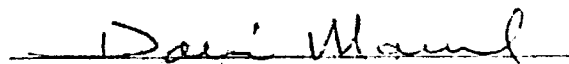
- K. Metro SWAT members of each participating agency when engaging in assistance outside of their jurisdictional limits, under the terms of this MOU, shall, pursuant to provisions of state statute have the same powers, duties, rights, privileges and immunities as if the Metro SWAT member was performing duties inside the member's political subdivision in which normally employed.
- L. This MOU will be in effect until January 1, 2025. This MOU may be canceled by any party upon delivery of written notice to the other parties.

SIGNATURE PAGES TO FOLLOW

APOPKA POLICE DEPARTMENT

Chief Michael McKinley
Apopka Police Department

Dated: 1/08/2021

MAITLAND POLICE DEPARTMENT:A handwritten signature in black ink, appearing to read "David Manuel", is written over a horizontal line.

David Manuel

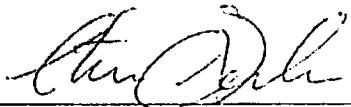
Maitland Police Department

Dated: 01-07-2021

OCOEE POLICE DEPARTMENT:

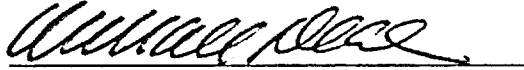
Chief Charles Brown
Ocoee Police Department

Dated: 1/22/2021

WINTER GARDEN POLICE DEPARTMENT

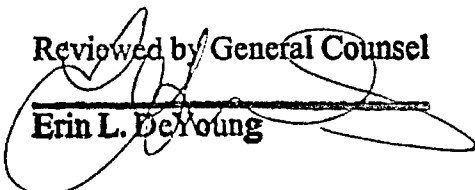
Chief Steve Graham
Winter Garden Police Department

Dated: 1-7-21

WINTER PARK POLICE DEPARTMENT:

Chief Michael Deal
Winter Park Police Department
Dated: 1/6/21

Reviewed by General Counsel



Erin L. DeYoung