

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, MARCH 21, 2016 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
ACTING CITY CLERK	LISA CORTESE	lisa.cortese@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations

Anti-Bullying Proclamation

CRA Annual Report – Rodney Lucas, CRA Liaison

Economic Development Report – Rodney Lucas, Economic Development Manager

Reports

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report
- d. Citizen Advisory Committee Member Reports

Consent Agenda

- Approval of City Council Meeting Minutes 03-07-2016
- Approval of Special Meeting Minutes 02-23-2016

Old Business

1. Ordinance 2016-01-05: Preserve at Sunrise PUD – Second Reading
2. Ordinance 2016-03-07: Vacation Right of Way – Second Reading
3. Ordinance 2015-11-31: Comprehensive Plan Amendment – Second Reading

New Business

4. Approve Continuing Services Agreement with SMW GeoSciences, Inc.
5. Approve RAC Recommendation RE: Gaffney Park Parking Lot
6. Approve Request for Transfer of Agreement Between City and Grindrod Development LLC re: Code Enforcement of 824/826 Broad Street
7. Approve Resolution 2016-03-04: Amend Resolution R87-04-04 (This Master Resolution needs to be amended as a result of the City refinancing four USDA notes)
8. Approve Resolution 2016-03-05: Accepting the Proposal of CenterState Bank
9. Approve Resolution 2016-03-06: Groveland Four
10. Authorization to Enter into Five-Year Agreement with SunGuard Public Sector for TRAKiT
11. Discuss Placing City Logo on Pomelo Water Tower and Sunshine Ground Storage Tank
12. Ordinance 2016-03-08: Restrict Council from Taking Action on Matters Brought Forward During Public Comment
13. Approve Award of Audit Services McDirmit Davis
14. Approve Agreement Between Mohamed Hassan and the City of Groveland
15. Approve Addendum to Contract Between City and Alpha Inspections

Public Comments*

Announcements

Adjournment

**Groveland Code of Ordinances Sec. 2-58 (f).* Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address or any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

Proclamation

Anti-Bullying and Harassment Policy Awareness

Whereas, we must safeguard our schools and communities for our children through our recognition of the serious issues that face them each day. We must ensure them an environment that holds promise and security; and

Whereas, many organizations, school districts, educators and parents have publicly expressed concern about the bullying of children; and

Whereas, Nationally Bullying in Schools have reached epidemic proportion that adversely affect tens of thousands of students daily. One out of every four kids in the US is bullied regularly by a peer. Over 160,000 children refuse to go to school because they dread the physical and verbal aggression of their peers, and the loneliness that comes from being excluded and made the target of rumors and cyber-bullying; and

Whereas, it is recognized over 280,000 students from secondary schools are physically attacked each month. In the US alone 77% of our kids face bullying in some form - physically, verbally, mentally, or over the Internet. During school hours at least one child is bullied in the play-ground every 7 minutes. Over 43% fear being bullied in the school bathroom, another many fear being bullied on the school bus or on their way to or from school, many more student reluctantly attend school in a chronic state of anxiety; and

Whereas, Research shows children who are bullied are more likely to experience, depression, anxiety, increased feelings of sadness and loneliness, changes in sleep and eating patterns, and loss of interest in activities they used to enjoy, a decrease in academic achievement and school participation, and are more likely to miss, skip, or drop out of school; and

Whereas, Research shows children who bully others are at higher risk of engaging in violent and narcissistic behaviors through their adulthood such as abusive toward their spouses, children and fellow Citizens; and

Whereas, it is recognized over many of the cases of bullying in schools goes unreported. It is recognized silence of the target is a bully's greatest ally and the best defense is to report bullying or incidences of bullying you may witness; and

Whereas, it is recognized The Lake County Board has adopted an Anti-Bullying Policy and is committed to providing a safe, positive, productive, and nurturing educational environment for all students and employees and encourages all case of Bullying be reported immediately through its Safe School Program without fear of retaliation; and

Whereas, currently there is a bill introduced in the Florida Senate requiring each school district to review its bullying and harassment policy at specified intervals, requiring each school principal to implement a

bullying and harassment policy in a certain manner and integrate it with the school's bullying prevention and intervention program; and

Now, Therefore, be it Proclaimed, I, Tim Loucks, Mayor of the City of Groveland, on behalf of its' citizens, do hereby proclaim full support to the Lake County School Boards Safe School Program, Florida Bill CS/HB229 "Bullying and Harassment Policies in Schools" and to The Lake County Anti-Bullying Task Force in a sincere desire that in the near future we can afford all students a safe physical and emotional environment.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Groveland to be affixed this 21st day of March, 2016



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



City of Groveland Community
Redevelopment Agency

2014-15 Annual Report

Prepared March 2016



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Community Redevelopment Agency Board

In May 2002, the Groveland City Council created the Community Redevelopment Agency (CRA). With Ordinance 2002-05-15, the Council established that the CRA would have seven (7) members and that five of the seven members would be the City Council members. The other two members were to be chosen by the City Council from members of the public who reside or are engaged in business within the Community Redevelopment Area. That same ordinance enacted terms of office. The City Council members would serve on the CRA board as long as they served as City Council members. The other two members would have four-year terms with a vacancy during a term being filled for the unexpired term. The ordinance also designated the Mayor to serve as Chair of the CRA board and the Vice Mayor to serve as Vice Chair.

The CRA Board members for fiscal year 2013-2014 are as follow:

- Chair, Mayor Tim Loucks
- Vice Chair, James Smith (Vice Mayor)
- Board Member, John Griffin (City Council Member)
- Board Member, Dina Sweatt (City Council Member)
- Board Member, Evelyn Wilson (City Council Member)
- Board Member, Ralph Morris
- Board Member, Briggett Brannon

CRA and City of Groveland Staff

City Clerk, Teresa Begley
City Attorney, Anita Geraci-Carver
Sergeant at Arms, Deputy Chief John Flinn
City/CRA Manager, Redmond Jones
CRA Liaison, Rodney Lucas

CRA Board Meetings

All CRA Board meetings are held the 4th Monday of the month at 6:30 p.m. in the Puryear Building located at:

**156 S. Lake Avenue
Groveland, FL 34736**

All meetings are open to the public.

Website: www.groveland-fl.gov

History of Groveland's CRA

In March 2002, the City of Groveland adopted a "Finding of Necessity" Report for the Groveland Redevelopment Area, finding that a blighted area as defined in Florida Statutes (Chapter 163, Part III) exists within the geographical area studied. That resolution also found that the blighted area was appropriate for rehabilitation, conservation, or redevelopment, and that there was a need to create a Community Redevelopment Agency within the City of Groveland to carry out the community redevelopment purposes.

In June 2002, Ordinance 2002-06-20 provided for the creation and administration of a Community Redevelopment Trust Fund for the Community Redevelopment Area. Money allocated to the Fund shall be used by the Community Redevelopment Agency to finance projects within the Redevelopment Area. Each year the appropriate taxing authorities, as defined in Florida Statutes, shall pay into the fund the incremental increase in ad valorem taxes levied each year, based upon the base tax year of 2002, subject to such other conditions as outlined in Florida law.

In August of 2003, Groveland approved the Redevelopment Plan for the CRA. The City identified several potential projects in that Plan. Although the ultimate responsibility in approving the Redevelopment Plan falls to the City Council, the Community Redevelopment Agency is responsible for developing and implementing the Redevelopment Plan. The Plan should include the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area.

Since its inception, the Groveland CRA Redevelopment Plan has been revised with the following:

- 2006 Downtown Groveland Redevelopment Plan Update;
- 2008 City of Groveland Streetscape Master Plan; and
- 2011 Groveland Community Plan Update.

Vision/Mission

The CRA Board Vision is to have "A downtown that is memorable, sustainable, prosperous and friendly". Our mission is "To pursue redevelopment projects and revitalization endeavors that will enhance the economic, social and physical aspects of the CRA and result in increased private investment".

CRA Goals, Objectives & Potential Projects

Groveland CRA 2013-14 Redevelopment Plan Update identified the following goals, objectives, and potential projects:

GOAL 1: INCREASE THE NUMBER OF BUSINESSES, RESIDENTS, AND VISITORS IN THE CRA.

Objective 1.1: Bring jobs to the CRA.

Potential Projects:

- Market the existing economic development incentives
- Develop the Groveland Commerce Center (former sprayfield)
- Create additional incentives for new businesses

Objective 1.2: Bring economic growth to the CRA.

Potential Projects:

- Market the area (website, events, brochures, attend conferences/trade shows, etc.)
- Assemble land for redevelopment purposes

Objective 1.3: Create a sustainable future for the CRA.

Potential Projects:

- Create master plan for Cortese Area
- Ensure mix of uses through land use and zoning regulations
- Offer rent by-downs for certain uses

Objective 1.4: Hold special events in the CRA to bring residents and visitors to the area to promote awareness of the area and what is available.

Potential Projects:

- Christmas parade, 4th of July event, Farmers' Market, Sponsor or host other events in the CRA

GOAL 2: PROMOTE AND ENCOURAGE PRIVATE INVESTMENT IN THE CRA.

Objective 2.1: Maintain high standards with architectural requirements to enhance property values.

Potential Projects:

- Promote standards (photos in ads, brochures, website, etc.)

Objective 2.2: Improve the appearance of property, buildings, landscaping, and hardscaping to enhance property values.

Potential Projects:

- Enhanced code enforcement programs
- Landscaping public property
- Streetscape projects
- Hardscape (benches, trash receptacles, etc.)
- Façade Grants
- Disaster Relief Projects

Objective 2.3: To enhance community policing initiatives in the CRA to maintain a low crime rate and enhanced sense of security. (Community Policing is addressing the problems that are behind the crime, not just enforcing the law. This would include awareness of potential victims, motivations for committing crime, readiness to respond to crime, etc.)

Potential Projects:

- Promote/Fund Crime Watch Programs

- Bike Patrol, Citizen's Police Academy
- Police Athletic League (P.A.L.)

Objective 2.4: Market the CRA and the economic development incentives to promote new development or redevelopment.

Potential Projects:

- Branding (establish downtown logo and tag line)
- Promotional items
- Speakers' Bureau

Objective 2.5: Assist property and business owners when possible.

Potential Projects:

- Small business assistance program
- Wayfinding Signage

Objective 2.6: Improve relations and communications with existing businesses, residents, and property owners to encourage additional or continued investment in the CRA.

Potential Projects:

- Develop email list to send periodic newsletters or other communications
- Hold periodic workshops to share information and obtain input from the CRA property owners, business owners, and residents.
- Recognize property owners, business owners, and residents for their contributions to improving the CRA.

GOAL 3: IMPROVE THE INFRASTRUCTURE IN THE CRA.

Objective 3.1: Advocate for studying the re-location of SR 50 to the north of the downtown.

Potential Projects:

- Partner with FDOT and the County/MPO

Objective 3.2: Convert Orange Avenue and Broad Street to local streets under the City's authority.

Potential Projects:

- Develop concept plan in conjunction with FDOT SR 50 project

Objective 3.3: To increase and improve the public parking areas as more businesses open in the CRA.

Potential Projects:

- Purchase property for parking lots.
- Assess current CRA/City owned property to ensure parking is maximized

Objective 3.4: To improve basic infrastructure in the CRA to enhance development and redevelopment opportunities.

Potential Projects:

- Lighting master plan and improvements
- Stormwater drainage master plan and improvements.
- Potable water improvements
- Sanitary sewer and reclaimed water improvements
- Telecommunications plan and improvements

GOAL 4: CREATE AND PROMOTE A UNIQUE ENVIRONMENT IN THE CRA.

Objective 4.1: Create charming and functional public places (plazas, etc.)

Potential Projects:

- Public Art
- Decorative Bike Racks
- Decorative Planters
- Park improvements
- Development of parks, plazas, etc.
- Adopt-A-Spot Landscape Program

Objective 4.2: To design the South Lake Trail through the downtown area rather than along the re-aligned SR 50.

Potential Projects:

- South Lake Trail improvements (trail heads, trail spurs)

Objective 4.3: To preserve the historic character and charm of the downtown area by maintaining architectural standards, preserving historic buildings, and controlling the scale and massing of new buildings.

Potential Projects:

- Identify protected historical buildings and sites in the Comp Plan
- Adopt land development regulations that govern development or redevelopment that may impact historical sites or structures. (Protection criteria as well as incentives)

Objective 4.4: Identify the distinct areas of the CRA with gateway features and other hardscapes to create a sense of place and celebrate the unique aspects of each area.

Potential Projects:

- Gateway features
- Public Art
- Historical preservation projects

GOAL 5: CREATE AND PROMOTE A DIVERSE CRA IN TERMS

OF MIXED USE AND PEOPLE (INCOME LEVELS, AGES, ETC.)

Objective 5.1: Increase the range, type, and affordability of housing in the CRA.

Potential Projects:

- Housing programs
- Housing rehabilitation programs
- Development of new housing
- Neighborhood improvements (community gardens, parks, etc.)

Objective 5.2: To create a more vibrant place where people can work, shop, live, and enjoy leisure and cultural activities.

Potential Projects:

- Development of entertainment venues
- Development of cultural facilities

CRA Goals, Objectives & Potential Projects
(cont'd)

City of Groveland Annual Report | FY 2011-2012 11

- Development or enhancement of historical facilities
- Development or enhancement of park facilities
- Development or enhancement of community facilities

GOAL 6: CREATE AND PROMOTE A HUMAN SCALE ENVIRONMENT.

Objective 6.1: To improve the pedestrian experience with safe cross walks, wider sidewalks, and walkways that link different areas.

Potential Projects:

- Sidewalk/crosswalk master plan (in conjunction with SR 50 re-alignment and South Lake Trail project)
- Create plan that links various sub-areas of CRA to each other

Objective 6.2: Consider promoting alternatives to automobiles such as golf carts, transit, and other methods of transportation.

Potential Projects:

- Transit programs

GOAL 7: INCREASE AND PROMOTE SOCIAL AND EDUCATIONAL OPPORTUNITIES IN THE CRA AND THE IMMEDIATE SURROUNDING AREA.

Objective 7.1: Take advantage of existing government buildings to partner with residents and businesses to provide programs for children, seniors, and other groups.

CRA Goals, Objectives & Potential Projects

- Music lessons
- Language lessons
- Dance classes
- Exercise classes
- Resume/Interviewing classes
- Computer classes
- Sponsor programs with the local library

Objective 7.2: Partner with private entities and community organizations to bring cultural and other community enriching activities to the CRA.

Potential Projects:

- Sponsor Community Theater
- Sponsor Community Symphony
- Sponsor Farmer's Market hosted by local nonprofit or civic organization

CRA Accomplishments

The Community Redevelopment Agency has actively marketed the area with special events. The annual Christmas Parade and the annual 4th of July Celebration both takes place in downtown Groveland. The Christmas Parade brings hundreds of people from the Groveland area to downtown and the 4th of July event draws thousands from the greater Lake County area and beyond.

The 2014 4th of July Festival included:

- vendors from across the central Florida area;
- a free concert featuring national country recording group Hound Dog Entertainment
- a classic car show with over 100 cars;
- a spectacular fireworks display; and
- plenty of family friendly fun, games, and entertainment.

One of the more successful programs has been the Façade Grant Program, available to property owners and business owners in the CRA. During the 2014-2015 fiscal year, 1 façade grants have been awarded to business owners. The Central Business District has seen a tremendous improvement in the physical appearance of the buildings in just a few years. Some of the most recent façade grants are featured below.

Financial Statements

CITY OF GROVELAND, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
ALL GOVERNMENTAL FUNDS
SEPTEMBER 30, 2015



Revenues

Taxes	\$ 178,384
Intergovernmental	-
Miscellaneous	<u>31,376</u>
Total Revenues	<u>\$ 209,760</u>

Expenditures

Current:	
Community redevelopment	219,368
Debt Service	
Principal and interest	150,814
Capital Outlay	
Community redevelopment	<u>3,450</u>
Total Expenditures	<u>\$ 373,632</u>

Excess of Revenues Over (Under) Expenditures (163,872)

Other Financing Sources

Interfund Transfer in (out)	<u>175,046</u>
	<u>175,046</u>

Net Change in Fund Balance 11,174

Fund Balance - Beginning of Year 217,120

Fund Balance - Ending of Year \$ 228,294

Unaudited

**CITY OF GROVELAND, FLORIDA
BALANCE SHEET
ALL GOVERNMENTAL FUNDS
SEPTEMBER 30, 2015**



ASSETS

Cash and cash equivalents	<u>236,982</u>	
TOTAL ASSETS		<u><u>\$ 236,982</u></u>

LIABILITIES AND FUND BALANCES

Liabilities:

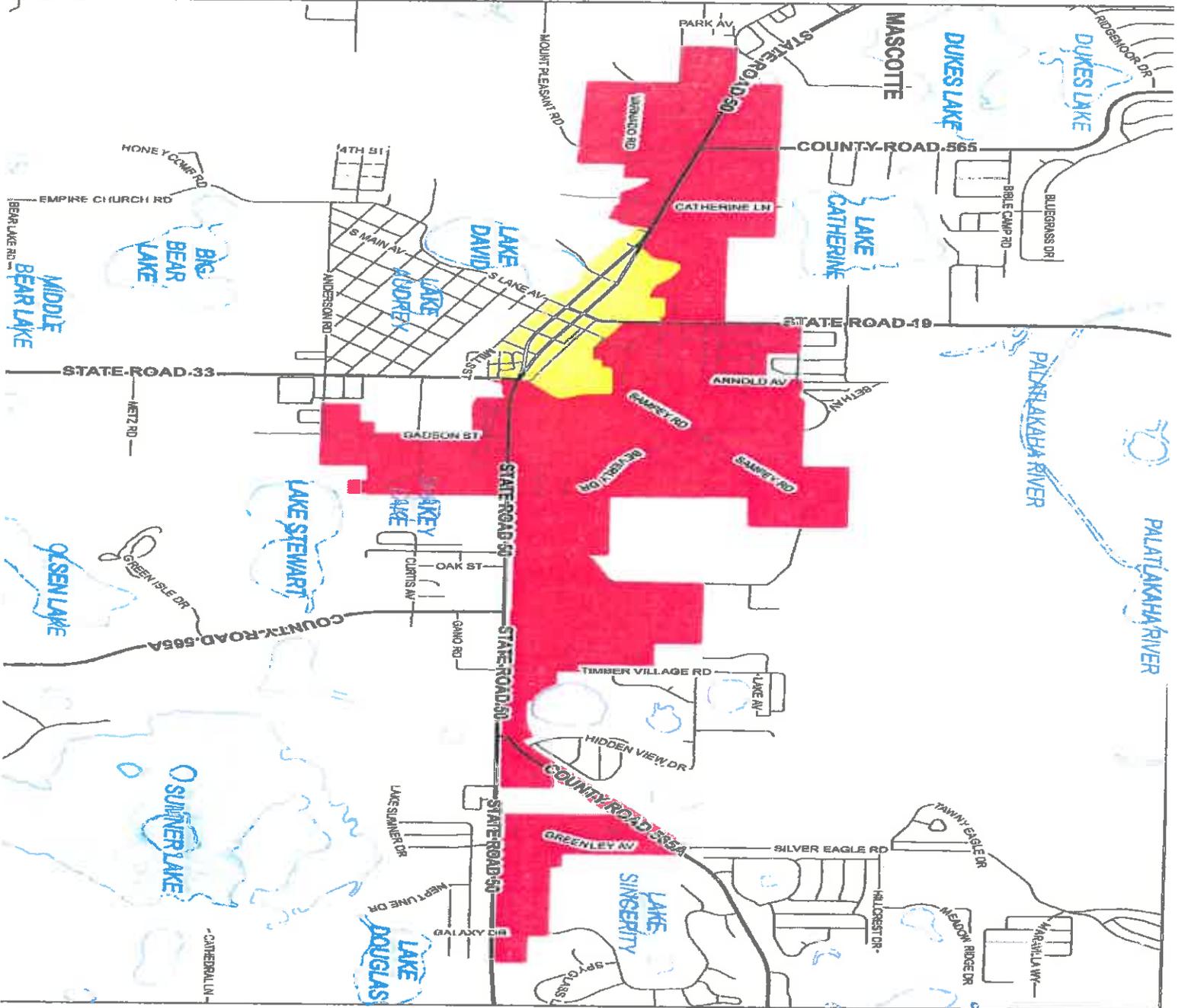
Accounts payable	\$ 3,091	
Accrued interest	760	
Compensated absences	<u>4,837</u>	
TOTAL LIABILITIES		<u><u>8,688</u></u>

FUND BALANCE

Restricted	<u>228,294</u>	
TOTAL LIABILITIES AND FUND BALANCE		<u><u>\$ 236,982</u></u>

Unaudited

District Map

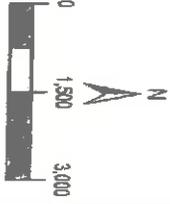


**CITY OF GROVELAND
COMMUNITY
REDEVELOPMENT
AREA MAP**

- LEGEND**
- GRA BOUNDARY
 - DOWNTOWN OVERLAY DISTRICT

SOURCES: GROVELAND GIS AND LAKE COUNTY.

*NOTE - THIS MAP AND DIGITAL DATA IS FOR PLANNING PURPOSES ONLY AND SHOULD NOT BE USED TO DETERMINE THE PRECISE LOCATION OF A FEATURE.



CITY OF GROVELAND
201 S. LAKE AVENUE
GROVELAND, MO 64742
816.487.2111
WWW.GROVELAND.MO.GOV



City of Groveland
Minutes
City Council Meeting
Monday, March 07, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, March 7, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:05 pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt, and John Griffin. City officials present were City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese and Sergeant-at-Arms Chief M. Smith Tennyson.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance led by Council Member Dina Sweatt and the Invocation given by Council Member Mike Radzik.

Guest Speaker, Presentations and Proclamations

1. Proclamation – Water Conservation Month

REPORTS

a. Council Members

- Council Member Dina Sweatt reported that on February 24th she attended the MPO Governing Board meeting. On February 26th with the help of the city's utility department went to Groveland Elementary and installed seven blue painted poles in the median to keep the area open for water runoff and discourage parking along the median. On February 22nd she volunteered at Clermont Elementary in preparation for their anniversary where she painted benches and walls, and also did some gardening. March 2nd Mrs. Sweatt visited Groveland Elementary where she read to six kindergarten classes.
- Council Member Mike Radzik spoke with Lyle Sumek in preparation for the upcoming Goal Setting Session. Also he will be attending IEMO classes on Friday and Saturday.
- Vice Mayor Karen McMican reported that three weeks ago she volunteered with a local Veteran's group on a cleanup day along Wilson Lake Parkway. On March 1st she had a conference call with Lyle Sumek in preparation for the upcoming Goal Setting Session.
- Mayor Tim Loucks attended the MPO meeting, the Black Heritage Festival in Leesburg, the George Festival in Eustis, and spoke with Lyle Sumek in preparation for the upcoming Goal Setting Session. Mayor Loucks also spoke with representatives from Wagner Construction, who are interested in building a warehouse complex at Ford Commerce Park.
- Council Member John Griffin spoke with Chief Tennyson regarding different areas in his district in addition to his concerns about the rate of speed cars are traveling along Beverly Dr.

b. City Manager

City Manager, Redmond Jones gave his written report and updates.

He asked direction from the City Council regarding the Business Advisory Board.

Consensus from the Council to go forward with the Business Advisory Board and amend the code to be brought back to the Council in the form of an ordinance.

Consensus from the Council to discuss the terms and criteria of the code change in a future workshop.

c. City Attorney

d. Citizen Advisory Committee

CONSENT AGENDA

Approval of City Council Meeting Minutes 02-16-2016

Council Member Dina Sweatt moved to approve; seconded by Vice Mayor Karen McMican. The motion was approved with all members present voting aye.

Approval of City Council Workshop Minutes 02-17-2016

Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt. The motion was approved with all members present voting aye.

OLD BUSINESS

1. Ordinance 2016-01-06: Alcoholic Beverages – Second Reading

Council Member Mike Radzik moved to approve; seconded by Council Member John Griffin.

The motion was approved with all members present voting aye.

NEW BUSINESS

2. Approval of Agreement with SRT for 4th of July

Council Member John Griffin moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

3. Approval of Award of Enterprise Fund RFP for Bank Loan Services

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

4. Approval of the Collective Bargaining Agreement

Council Member John Griffin moved to approve; seconded by Council Member Mike Radzik for discussion purposes. Council Member Mike Radzik amended his motion to approve agreement.

The motion was approved with Council Members John Griffin, Vice Mayor Karen McMican, and Mayor Tim Loucks voting aye. Council members Mike Radzik and Dina Sweatt voted nay.

Public Comment

Glen Wilson read a letter from the International Union of Police Associations AFL-CIO and then gave to the acting city clerk for public record.

5. Approval of Award of Design of SCADA System to BESH

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

6. Approval of Agreement Between the City of Groveland and Mohamed Hussan

Council Member Dina Sweatt moved to approve; seconded by Council Member John Griffin.

The motion failed with all members present voting nay.

Mayor Tim Loucks asked for a motion to waive code enforcement fines for the property located at 308 S. Main Avenue minus the hard costs, based on a fifteen-month completion of project plan. Council Member Dina Sweatt moved to approve; seconded by Council Member Mike Radzik.

The motion was approved with all members present voting aye.

Mayor Loucks called a break at 9:33pm

Council member John Griffin left the Council meeting at 9:38pm

Meeting resumed at 9:55pm

7. Approval of Negotiations with Landscape Architects

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

8. Approval Sand Skink Survey

Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

9. Ordinance 2016-01-05: Preserve at Sunrise PUD

Council Member Mike Radzik moved to approve; seconded by Vice Mayor Karen McMican.

The motion was approved with all members present voting aye.

10. Approval of Centrex Homes Agreement Termination

Council Member Dina Sweatt moved to approve; seconded by Council Member Mike Radzik.

The motion was approved with all members present voting aye.

11. Ordinance 2016-03-07: Vacating Certain Rights of Way

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

12. Resolution 2016-03-03: Granting a Variance

Vice Mayor Karen McMican moved to approve; seconded by Council Member Mike Radzik.

The motion was approved with all members present voting aye.

13. Preliminary Plat – Springs at Cherry Lake

Council Member Dina Sweatt moved to approve; seconded by Vice Mayor Karen McMican.

The motion was approved with all members present voting aye.

14. Dunkin Donuts Site Plan

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

ANNOUNCEMENTS

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 11:15pm.



Attest:

Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



***CITY OF GROVELAND
SPECIAL CITY COUNCIL MEETING
MINUTES***

Meeting Date: Tuesday, February 23, 2016

Meeting Place: Lake David Center

450 South Lake Avenue, Groveland, FL

Meeting Start Time: 6:15 p.m.

Meeting End Time: 7:35 p.m.

The meeting was called to order by Mayor Tim Loucks. The City Attorney called roll. Those present were: Mayor Tim Loucks, Council member John Griffin, Council member Dina Sweatt and Council member Mike Radzik. Vice-Mayor McMican was absent. Also present were Redmond Jones, City Manager, Anita Geraci-Carver, City Attorney, and Dale A. Scott, Esquire, Special Counsel.

The Mayor suspended the open meeting and called to order the closed session meeting at 6:16 p.m. The closed session meeting was closed and the open meeting was reconvened at 7:30 p.m. Open Session:

Glen Wilson vs. City of Groveland, U.S. District Court, Middle District of Florida, Case No. 5:16-cv-00048-JSM-PRL.

A motion was made by Council member Radzik to deny Mr. Wilson's demand and to grant the City Attorney the authority to accept service of process on behalf of the City of Groveland and Mr. Jones, as City Manager. The motion was seconded by Council member Griffin. The motion was approved with a vote of 3 to 1, with Council member Sweatt voting no.

The open meeting was adjourned at 7:55 p.m.

Approved this ____ day of _____, 2016.

Tim Loucks, Mayor

Attest:

Acting City Clerk/City Clerk





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Ordinance 2016-01-05 Preserve at Sunrise PUD – 2nd Hearing

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ken Comia, City Planner

DATE: March 10, 2016

BACKGROUND:

The Preserve at Sunrise Project is a residential development with 455 units located near Villa City Road and Irving Bend Drive.

The total project is 340 acres as follows:

Residential:	91 +/- acres
Park Land:	5.04 +/- acres
Park Facilities:	5.12 +/- acres
Dry Retention/Landscape buffers	15.53 +/- acres
Wetlands and Lakes	226 +/- acres

The following setbacks shall be applied to single family dwelling units.

Front: 20 feet

15 feet if dwelling has covered front porch

Rear: 10 feet except 5 feet for pool and pool deck

Side: 5 feet, except 10 feet for corner lots at street side

There is no minimum lot size however all single family residents will have a minimum square footage of 1,200 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

10% of the homes will be sold at or below \$260,000. This is considered affordable based on a \$1,263 monthly payment.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the Motion with the following conditions:
1. Payment of \$74,019.31 is paid by the developer before final plat. This fee is in-lieu of providing four acres of City park land within the development.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with @ future, watch us grow!"

ORDINANCE 2016-01-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE 2005-08-37A, THE PUD FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY PULTE GROUP, LLC, AND LOCATED AT CR 565, GROVELAND, LAKE COUNTY, FLORIDA, PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD as defined in the Groveland Land Development Regulations.

LEGAL DESCRIPTION:

Northeast $\frac{1}{4}$, less canal, East $\frac{1}{2}$ of Northwest $\frac{1}{4}$, Northwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ lying east of County Road 565, beginning at the Northwest corner of the Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$, running South 200.3 feet, East 198.6 feet, South 92 feet, West 198.6 feet, South 69.7 feet, East 1320 feet, North 362 feet, West 1320 feet to the Point of Beginning, lying in Section 12, Township 22, Range 24, Lake County, Florida; AND That part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, also known as Tract 63 GROVELAND FARMS, according to the Plat thereof recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, lying East of CR 565 in Section 1, Township 22 South, Range 24 East, Lake County, Florida; AND The South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, AND the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ all lying in Section 1, Township 22 South, Range 24 East, Lake County, Florida.

Section 2: Zoning Classification.

That the property being so designated as PUD is subject to the following terms and conditions;

General

Development of this Project shall be governed by the contents of this document and applicable sections of the City of Groveland Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.

Where in conflict, the terms of this document shall take precedence over the City of Groveland Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.

Unless otherwise notes, the definition of all terms shall be the same as the definitions set forth in the City of Groveland Land Development Regulations.

Purpose

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment; and
2. Develop a residential area that is safe, comfortable and attractive to pedestrians.
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space;
5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained;

Land Uses

The Conceptual Development Plan for the Project is attached hereto as **Exhibit A** and is an integral part of this PUD document. Elements in the Conceptual Development Plan include single-family detached homes and recreation. The approximate acreage devoted to each land use shall be as follows:

Residential:	91 +/- acres
Park Land:	4.0 +/- acres
Park Facilities:	4.16 +/- acres
Dry Retention/Landscape buffers	15.53 +/- acres
Wetlands and Lakes*	226 +/- acres

*Up to 50% of the required Open space may be wetlands and/or lakes.

Residential

The residential development shall be comprised of single family detached homes and shall not exceed 460 units.

Setbacks

The following setbacks shall be applied to single family dwelling units.

Front:	20 feet 15 feet if dwelling has covered front porch
Rear:	10 feet except 5 feet for pool and pool deck
Side:	5 feet, except 10 feet for corner lots at street side

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. There is no minimum lot size.

Dwelling Size

The minimum dwelling size for all single family residences shall be 1,200 square feet of heated/air conditioned space under roof exclusive of garage, carports and porches.

Lot Width

In accordance with the principle of providing diversity within the development a variety of lot widths shall be permitted in the range of 50-100 feet. The minimum lot width at building line shall be 40 feet with a minimum street frontage of 20 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 70% to include principal dwelling, all paved areas and swimming pools.

Height of Structures

No residential structure shall exceed 2½ stories or 35 feet in height.

The Owner/Developer shall adopt deed restrictions which prohibit manufactured or otherwise prefabricated homes.

Building Design

Building design will be in accordance with the Chapter XVIII: Architectural Requirements of the City's Land Development Regulations. The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.
- In an effort to avoid monotony, the same home plan and elevation will not be duplicated directly across the street or on either side of a particular plan and elevation.

Affordable Housing Requirement

Per the City's Affordable Housing Requirement, 10% of the homes sold in the community will be sold at or below \$260,000. This price is based on a median household income of \$58,300 (per HUD statistics). This number was derived through assuming property taxes of \$175 per month, insurance of \$100 per month and HOA fees of \$65 per month, this

leaves \$1,263 monthly for principal and interest. Assuming a 30 year, 4% fixed rate loan, a \$1,263 monthly payment qualifies a buyer for up to a maximum \$260,000 house. In order to ensure continuous affordability, the maximum affordable price will not be able to appreciate more than 5% compounded per year from the effective date of the PUD. The 10% of the homes in the neighborhood that are designated to remain affordable will not be able to exceed this maximum price. The price appreciation cap will be in effect for 99 years. This affordable housing requirement will supercede and/or replace any other affordable housing provisions or agreements that have been entered into which affect or run with the property.

Recreation and Open Space

Open space will be provided within the development site. The open space shall include, but not be limited to project buffer areas, drainage areas, retention areas and landscaped areas. While the onsite wetlands and lakes will be preserved, a maximum of 50% of the open space may be met with wetland preservation.

The project will also provide park land and park facilities/recreation areas. The Developer shall pay the amount of \$74,019.31 into the City's Park Fund in lieu of dedicating four (4) acres of park land in the PUD. The payment of the fee of \$74,019.31 shall satisfy the park land requirements of the City and no further dedication or payment will be required. The full payment of the fee shall be made prior to the approval of the final plat.

The City's Park Facility requirement will be met by the (2) 2 acre parks that the developer will dedicate to the City, which will be improved with trails and benches. The park facilities are tracts A & Z on the attached concept development plan.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet shall be maintained. No development except passive recreation, as defined in Policy 5.6.3 of the Comprehensive Plan, and lake access and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas.

Boat Docks

A single lane boat ramp and communal dock shall be allowed for use by all residents of the PUD. Residents may permit private individual docks in the future.

Phasing

The Project may be constructed in phases. Each phase shall be developed in conformance with this ordinance and consistent with the Conceptual Development Plan.

Public Facilities

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Irrigation of common areas within the Project may be connected to an on-site irrigation well or wells. Re-use lines shall be installed for irrigation of lots.

Solid Waste

Solid Waste collection shall be pursuant to City regulations, as amended.

Drainage

The maintenance of the drainage system shall be the responsibility of the Homeowners Association(s).

Transportation

There shall be a minimum of two (2) ingress and egress points for the Project. These shall be in the approximate locations shown on the Conceptual Development Plan. Connection shall be provided to proposed developments which lie to the north and south of the site in the approximate locations indicated on the Conceptual Development Plan. All two-way streets shall have a fifty foot (50') right-of-way with a minimum 24 foot pavement and curb width. Provision shall be made for underground utilities. One-way streets shall have a forty foot (40') right-of-way with a minimum 14 foot pavement.

All portions of the development should be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development should provide appropriate pedestrian amenities.

Street and Sidewalks

The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to recreation facilities and adjacent residential community areas. A minimum of a five foot (5') sidewalk shall be constructed along both sides of all streets. All streets shall be constructed to the City of Groveland standards.

Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space). A typical street layout is illustrated at **Exhibit A**.

Shade trees shall be planted within the right-of-way of all streets. Such trees shall be planted with root barriers so as not to interfere with utility lines and comply with the City's Landscape Regulations for trees in the right-of-way.

Landscaping Requirements

A variance from Sec. 133-137(a)(4) and from Sec. 117-21(16) is granted, in part. Owner shall locate and map all protected trees 6" or above in diameter at breast height or 54" above grade. Owner is not required to locate, map or protect trees less than 6" in diameter at breast height or 54" above grade, whether on the protected list or not. Protected trees of 6" or above in diameter at breast height or 54" above grade must be preserved unless within the area required for access, infrastructure, building footprint or within a five-foot offset of the footprint for the residence. If after such removal the lot will not contain a minimum of four trees of any type or types listed in Sec. 133-38, then owner shall be required to plant a substitute tree (to bring the total number of protected trees per lot to 4 or an equal number of protected trees as removed whichever is greater) of the types listed in Sec. 133-38 on the lot or within the common areas. The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height and tree for tree. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the city issuing a certificate of completion for the subdivision or city accepting the conveyance of infrastructure improvements and real property, whichever occurs last; however, if neither can be accomplished for a reason acceptable to city, owner shall post a bond in an amount acceptable to city and for a duration acceptable to city until such trees are planted and viable. No lot may have less than 2 protected trees.

Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of 300 feet, or as approved by the City Staff. Street lighting shall be installed by the Owner/Developer.

Utilities

All utilities shall be underground.

Signage

All signage on the Property shall be ground signage and shall comply with the City Land Development Regulations.

Maintenance of Common Areas

Maintenance of all common areas within the residential component of the Project shall be the responsibility of the Homeowner's Association(s) formed to govern such subdivision.

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, fire, police and recreation, and that the Project shall be subject to such impact fees.

Amendments

Any substantial deviation from the PUD Conceptual Development Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances.

Expiration of PUD

Actual construction consistent with this PUD -- Residential approvals (including construction plan approval) must commence on the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. Construction shall include infrastructure and groundwork, as well as home building. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for a twelve month extension prior to expiration.

Section 3: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida

Section 4: Official Zoning Map.

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this ____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland Florida

ATTEST:

Lisa Cortese
Acting City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Ordinance 2016-03-07 – Vacation of Right of Way (2nd Reading)

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ken Comia, City Planner

DATE: March 10, 2016

BACKGROUND:

Cary Malever, Southgate of Lake County, LLC, Owner, is vacating certain public rights of ways within the Southgate development.



Adjacent property owners have maintained access to their land.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-03-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, VACATING CERTAIN RIGHTS OF WAY SHOWN ON THE PLAT OF GROVELAND FARMS, AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25 EAST; VESTING OF TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cary Malever of Southgate of Lake County, LLC, owner, seeks to vacate certain public rights of ways affect development of its property identified as Parcels 01-22-24-500102000000, 01-22-24-500102000001, 01-22-24-500102100000;

WHEREAS, the City Council is empowered pursuant to §166.042, *Florida Statutes*, to vacate public rights of ways within its municipal boundaries; and

WHEREAS, the City Council of the City of Groveland, Florida, has determined that the rights-of-way described herein below, are not needed for public use and convenience, now or in the future, and it is in the public interest to abandon the same as a right-of-way; and

WHEREAS, this Ordinance has been properly advertised in a newspaper of general circulation not less than ten days prior to the Local Planning Agency and City Council hearings on this Ordinance and property owners within a 150-foot radius of the property were provided written notice delivered by U.S. Mail, Certificate of Bulk Mailing.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA AS FOLLOWS:

Section 1: Vacation.

The rights-of-way as shown on the Plat of Groveland Farms recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, located in Section 21, Township 22 South, Range 25 East, and more particularly described as follows:

LEGAL DESCRIPTION

The East 12.00 feet of Tract 20, in Section 30, Township 22 South, Range 25 East, according to the Plat of Groveland Farms as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida; **and**

The West 12.00 feet of Tract 21, in Section 30, Township 22 South, Range 25 East, according to the Plat of Groveland Farms as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida

is hereby closed and vacated as a public right-of-way. **See attached Sketch of Description.**

SKETCH OF DESCRIPTION



Section 2: Vesting of title.

Title to said vacated right-of-way shall vest in accordance with law.

Section 3: Severability.

That if any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4: Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Groveland.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this ____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland Florida

ATTEST:

Lisa Cortese
Acting City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Ordinance 2015-11-31 – Comprehensive Plan Amendment (2nd Reading)

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

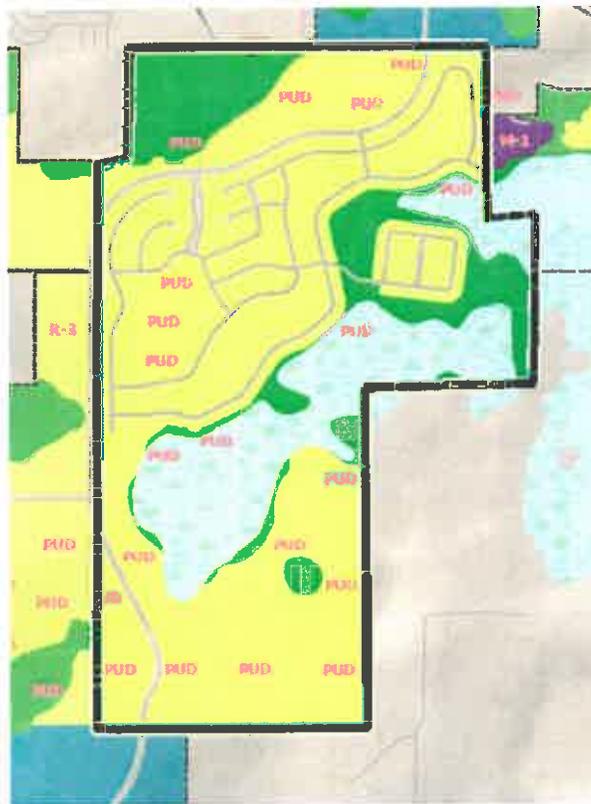
PREPARED BY: Ken Comia, City Planner

DATE: March 9, 2016

BACKGROUND:

On November 16th, 2015 the City of Groveland Transmitted a Comprehensive Plan Amendment changing the Future Land Use designation of Trilogy from Mixed Use to Single Family Medium Density.

The State has responded to the amendment requesting that the current Future Land Use of Conservation also be included for clarity since those lands are within the Trilogy concept plan. This Ordinance has made the suggested change. The map below identifies those areas in green.



"The city with a future, watch us grow!"

On February 1, 2016, the City of Groveland transmitted to the State a Comprehensive Plan Amendment changing the Future Land Use designation of the Trilogy subdivision from Mixed Use and Conservation to Single Family Medium Density and Conservation. Since then, the State has approved the transmitted version. Therefore, staff recommends the approval of this Ordinance.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2015-11-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, BY AMENDING THE COMPREHENSIVE LAND-USE PLAN DESIGNATION FROM MIXED USE AND CONSERVATION TO SINGLE FAMILY MEDIUM DENSITY AND CONSERVATION ON THE FUTURE LAND-USE MAP FOR THE HEREIN DESCRIBED PROPERTY; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

WHEREAS, the request for this large scale plan amendment is initiated by the applicant, Shea Homes Active Adult, LLC; and

WHEREAS, the owner and applicant desire to construct single family residences; and

WHEREAS, the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

WHEREAS, the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

WHEREAS, the City Council of the City of Groveland hereby finds and determines that the plan amendment is internally consistent with the City's Comprehensive Plan; and

WHEREAS, it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

WHEREAS, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below.

Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:

Section 1. Legislative Findings.

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2. Comprehensive Plan Amendment

A. The Property is legally described in **Exhibit A** attached hereto.

The Property consists of 733 +/- acres.

B. That portion of the Future Land Use Element referenced as the Future Land Use Map of the City of Groveland Comprehensive Plan is hereby amended by changing the designation of the hereafter described real property (the "Property"), on the City of Groveland Future Land Use Map from City of Groveland Mixed Use and Conservation and designating the Property on the Future Land Use Map to:

Single Family Medium Density Residential and Conservation as hereafter specified.

SINGLE FAMILY MEDIUM DENSITY: 563 acres more particularly described as The Property less and except the properties depicted and described in **Exhibit A** hereto.

CONSERVATION: 170 acres more particularly depicted and described in **Exhibit A**.

Section 3. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 4. Direction to the City Manager.

The City Manager is hereby authorized to amend the comprehensive plan and future land-use map as indicated herein.

Section 5. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Transmittal

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

Section 7. Effective Date

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2015.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

LISA CORTESE
Acting City Clerk



Approved as to form and legality:

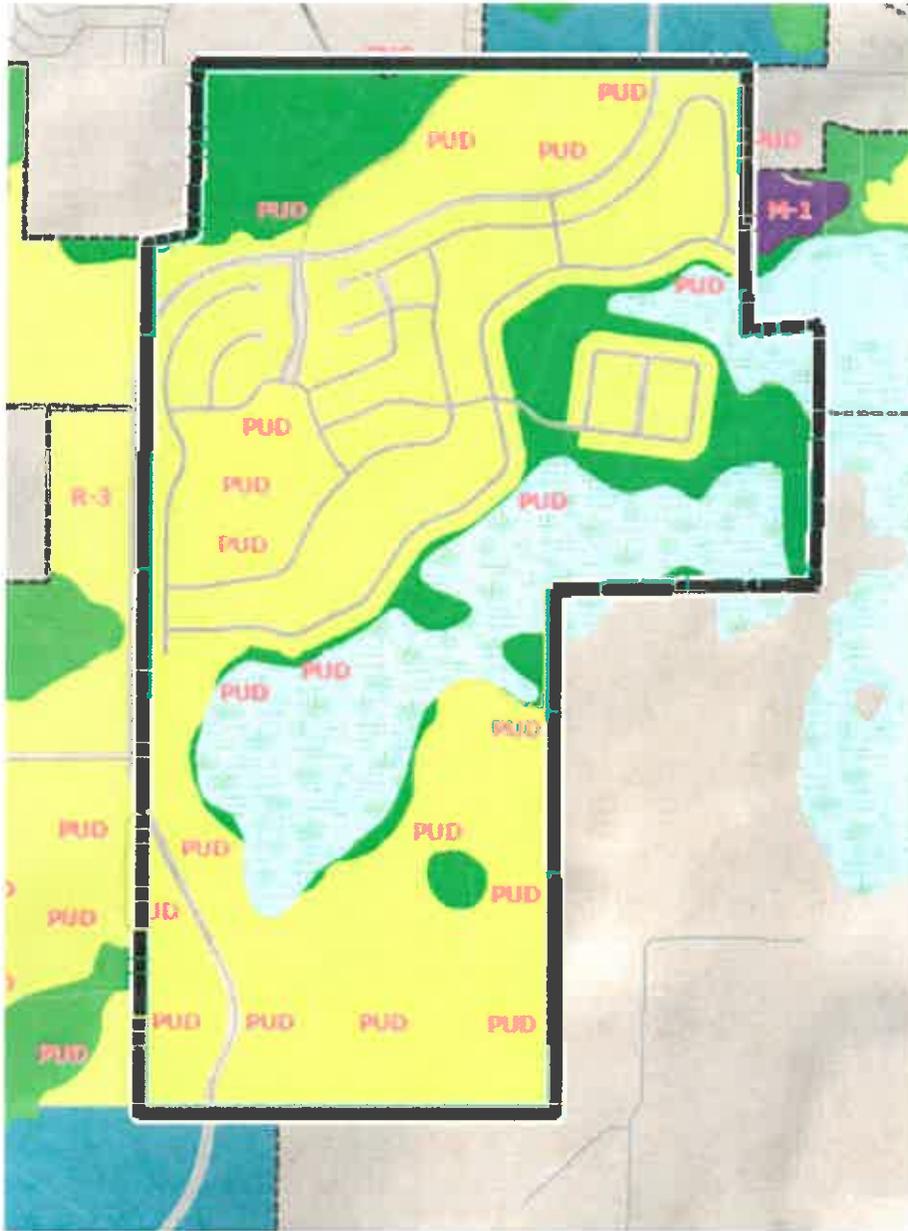
Anita Geraci-Carver, City Attorney

First Reading _____
Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		

EXHIBIT "A"





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Approve Continuing Services Agreement with SMW GeoSciences, Inc.
--

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: James Huish

DATE: March 8, 2016

BACKGROUND: The Public Services Utilities Division is requesting approval to enter into the attached Continuing Services Agreement for Consumptive Use Permitting Services with SMW GeoSciences, Inc. The City received three bid proposals for this contract from SMW, CPH and WRA. The Bid document and score sheets are also attached. Funding for this service is available in the Wastewater Budget.

STAFF RECOMMENDATION: Approve the Continuing Services Agreement with SMW GeoSciences, Inc.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

**CONTINUING SERVICES
AGREEMENT**

This Agreement is made and entered into on this 21st day of March, 2016, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 S. Lake Avenue, Groveland, Florida 34736, and **SMW GeoSciences, Inc.** (hereinafter referred to as "CONSULTANT"), located at 668 N. Orlando Ave. Suite 1009A Maitland, Fl. 32751.

PREMISES

WHEREAS, the CITY issued a Request for Bid pursuant to F.S. 287.055 to contract with a consulting firm under a continuing contract as defined therein;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY in various Consumptive Use Permit projects/assignments upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

A. The following services will be provided on an as-needed basis:

CUP 2913 north service area potable supply
CUP 105467 north services area AWS (20 wells) to be combined with CUP 2913
CUP 2796 south service area potable supply
CUP 2849 surface water withdrawal to be abandoned
Annual wetlands monitoring north and south service areas
Compliance reporting to include water audits, water conservation plans and annual reclaimed water reports that may be required
Costs for installing surficial aquifer monitoring wells with data loggers
Groundwater modeling
Identify monitoring well locations and establish access with property owners
Any other yet to be determined compliance requirement on a time and materials

basis

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or her/his designee, or through phone, mail or email communication from the City Manager or her/his designee.

- B. Consultant agrees to perform the functions of their office in a timely, competent and professional manner. Consultant shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the City.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

- A. The services outlined in paragraph 1.A. will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT or as determined by the Water Management District.
- B. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.
- C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the contract time.

3. COMPENSATION AND PAYMENT METHOD

- A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. on the hourly rates outlined in CONSULTANTS fee schedule as Exhibit A.
- B. CONSULTANT's fee schedule may only be adjusted one time annually and then only at the beginning of each calendar year with the consent of the CITY which consent may withheld in its sole discretion.
- C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to work authorized according to paragraph 1.A. or as authorized by a Work Order.

D. Upon satisfactory completion of the Work or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice, unless CITY objects in writing to CONSULTANT.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to

5. RESPONSIBILITY OF THE CITY

The CITY shall furnish CONSULTANT upon request, with all existing data, plans, maps and other planning information available and useful in connection with the services outlined in paragraph 1.A., or other services that may be assigned by Work Order. Such data, plans, maps, and other planning information shall be returned to the CITY upon completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Sarah Whitaker, P.G.

7. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for two (2) years from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for one additional two (2) year term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 8 below, if CONSULTANT has not completed a task pursuant to paragraph 1.A, then the terms of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

8. TERMINATION

- A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.
- B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the City's possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to the CITY upon completion.
- C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

8. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of our resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of CONSULTANT, its agents, servants, employees, or sub-consultants. In accordance with Florida Statutes, Section 725.06/725.08, adequate consideration has been provided to CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONSULTANT or their agents or sub-consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CONSULTANT or its agents or sub-consultants, under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

9. INSURANCE

A. CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a \$2,000,000 combined single limit for each occurrence, and Professional Liability insurance in an amount no less than \$1,000,000 as will assure the City, the protection contained in the foregoing Indemnification undertaken by CONSULTANT.

The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its

own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT.

12. REUSE OF DOCUMENTS

A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the City for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professional responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

James Huish, Public Services Director
156 S. Lake Avenue
Groveland, Fl. 34736

If to CONSULTANT:

Sarah Whitaker, P.G.
668 N. Orlando Ave. Suite 1009A
Maitland, Fl. 32751

14. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

15. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

16. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

18. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

19. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. NON-EXCLUSIVITY

CONSULTANT agrees that CONSULTANT does not have exclusivity as the CITY'S consulting engineer. CITY may enter into a continuing contract with another engineering

firm to provide consulting services to the CITY including those services outlined above in paragraph 1. Scope of Services

23. PUBLIC RECORDS

CONSULTANT understands and agrees that all documents (as defined in F.S. 119) of any kind provided to or prepared by CONSULTANT in connection with this Agreement are public records and shall be treated as such in accordance with the City's Records Retention Policy and Florida law. CONSULTANT agrees CITY shall have access to such documents and CONSULTANT agrees to provide CITY all such documents to comply with Florida's public record laws.

24. DRAFTING PARTY

This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

CITY OF GROVELAND

Print Name:

Tim Loucks, Mayor

Print Name:

Dated: _____

ATTEST

Teresa Begley, City Clerk

WITNESSES:

CONSULTANT – SMW GeoSciences, Inc.

Print Name:

Authorized Signatory

Print Name _____

Print Title _____

Print Name:

Dated: _____

ADVERTISEMENT FOR BID

Consumptive Use Permitting Services

Contract No. 2015-11-01

In accordance with the provisions of Subsection 287.057, Florida Statutes and City of Groveland Purchasing Procedures, notice is hereby given that the City of Groveland, Florida (the City) will accept bids for professional related to Consumptive Use Permitting UNTIL 2:00 P.M., LOCAL TIME, ON or Before February 29, 2016 .

Copies of the solicitation package are on file and available on the City's website at www.groveland-fl.gov under the Advertisements for Bids section or may be obtained in person from Paddy Daitnarayan at 156 S. lake Ave. Groveland, FL 34736 (352) 429-2141 ext. 227.

Qualified firms desiring consideration shall submit three (3) complete bid packages, clearly marked "Sealed Bid for Consumptive Use Permitting Services" to the Planning Department at 156 S. Lake Ave. Groveland, FL 34736 on or before the date and time stipulated above.

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any proposal by the deadline stated above. The City reserves the right to reject any or all submittals and to waive any or all nonsubstantial irregularities in items received whenever such rejection is in the best interest of the City, or to accept the proposal which best serves the interest of the City. In accordance with Florida Statutes 287.133(2)(a), any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

All firms are hereby placed on formal notice that neither the City Council, nor any employees of the City, nor any members of the Professional Services Review Committee are to be lobbied or queried in any manner, either individually or collectively, concerning this project. Any such activities may cause immediate disqualification for this project.

The City of Groveland will select and contract with the firm deemed by the City to be the most qualified firm responding in accordance with the provisions of F.S. 287.057 and policies of the City of Groveland.

City of Groveland, Florida

/s/ 
Redmond Jones, City Manager
Publish:

PART 1 - GENERAL INFORMATION

DEFINITIONS:

For the purpose of the Request for Consumptive Use Permitting Services, the respondent shall mean any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice in the State of Florida.

PURPOSE:

This Request for Consumptive Use Permitting Services provides guidelines for the submission of bids in response to the City of Groveland's solicitation for respondents to provide professional services for Consumptive Use Permitting.

ISSUING OFFICE AND LOCATION OF LETTERS OF INTEREST OPENING:

Issuing Office:

City of Groveland Utilities Department
156 S. Lake Ave.
Groveland, FL 34736
(352) 429-2141

Opening Location:

City Hall
156 S. Lake Ave.
Groveland, FL 34736

INVITATION TO PROPOSE:

The City of Groveland is soliciting bids from responders to provide professional services for the purpose of obtaining Consumptive Use Permits and all related regulatory compliance requirements associated with said permits.

CONTRACT AWARDS:

The City of Groveland anticipates entering into a contract for professional services with the respondent who submits the qualifications judged to be the most advantageous to the City. The City anticipates awarding a contract to the respondent chosen but reserves the right to award in any fashion which is in the best interest of the City as solely determined by the City in its sole discretion.

The respondent understands that this BID does not constitute an agreement or a contract with the City. An official contract, or agreement, is not binding until the submission is reviewed and accepted by the City Council and executed by all parties.

The City reserves the right to reject all qualifications, to waive any informality, and to solicit and advertise for other qualifications.

TERMS OF THE CONTRACT:

The initial term of the consumptive use permitting services contract agreement will be for two (2) years from the date a contract is signed. Prior to the expiration date of the initial term, the City and consultant may elect to renew the contract for one additional two (2) year term. The selected firm is to supply these services on a time and expenses, "not to exceed" basis. The consumptive use permitting services agreement shall contain all language required by law.

DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the BID. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the BID.

INQUIRIES:

The City will not respond to oral inquiries.

Respondents may submit written inquiries for interpretations of this BID to:

James Huish
james.huish@groveland-fl.gov
City of Groveland
156 S. Lake Ave.
Groveland, FL 34736

The City will respond to written inquiries received at least four (4) working days prior to the date scheduled for receiving the Bid. The City will record their responses to inquiries and any supplemental instructions in the form of written addenda. If issued, the City will post addenda on the City website at www.groveland-fl.gov under the Advertisements for Bids section, at least two (2) working days before the date fixed for receiving the BID's.

LETTERS OF INTEREST SUBMISSION AND WITHDRAWAL:

The City will receive BIDS at the following address:

Planning Department
City of Groveland
156 S. Lake Ave.
Groveland, FL 34736

To facilitate processing, mark the outside of the envelope in the lower left hand corner as follows:

"Consumptive Use Permitting Services Bid"

The envelope shall also include the respondent's return address in the upper left-hand corner. Respondents shall submit three (3) copies in a sealed, opaque envelope marked as noted above. The respondent may submit the bid by mail or in person.

NOTE: THE CITY MUST RECEIVE ALL BIDS by 2 P.M. Local Time on or before February 29, 2016.

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any proposal by the deadline stated above. Telephone confirmation of timely receipt of the proposal may be made by calling Paddy Daitnarayan at (352) 429-2141 ext. 227. Letters of interest received after the established deadline will not be opened and will be returned in their unopened state to the respondent.

Respondents may withdraw their submissions by notifying the City in writing at any time prior to the opening. Respondents may submit its withdrawal in person, or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the BID package.

BID's, once opened, become the property of the City and will not be returned to the respondent. BID's, once opened, become "public records" and are subject to the provisions of the Florida Public Records Law. As such, they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

ADDENDA:

If revisions become necessary, the City will provide written addenda which will be available to all respondents on the City's website at www.groveland-fl.gov under the Advertisement for Bids section at least two (2) working days before the date affixed for receiving the LOI.

INSURANCE:

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City.

LOBBYIST DISCLOSURE REQUIREMENT:

Any professional consultant who utilizes the services of a lobbyist is required, by virtue of responding to this request, to make full disclosure to the City concurrently with the submission.

Such disclosure shall include the following:

- The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of a professional consultant by the City.
- The name, address and telephone and fax numbers of the lobbyist.
- The length of such agreement, contract, or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring, whether or not the same is set out as compensation for the lobbyist or is for other services.

This disclosure shall be submitted with the BID and will be filed with the City Clerk and such records shall be open to the public.

PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit qualifications or contract with the City to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in SS. 287.017 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list.

PART 2 - STATEMENT OF WORK

The City of Groveland plans to retain a professional firm to provide consumptive use permitting services for and all regulatory compliance tasks associated with said permits as identified below. The City is seeking twenty year Consumptive Use Permits.

CUP 2913 north service area potable supply.

CUP 105467 north service area AWS (20 wells) To be combined with CUP 2913.

CUP 2796 south service area potable supply.

CUP 2849 surface water withdrawal to be abandoned.

Annual Wetlands monitoring north and south service areas.

Compliance reporting to include water audits, water conservation plans and annual reclaimed water reports that may be required.

Costs for installing surficial aquifer monitoring wells with data loggers.

Environmental impacts and potential for harm assessments.

Groundwater modeling.

Identify monitoring well location sites and establish access with property owners.

Any other yet to be determined compliance requirement.

PART 3 - INSTRUCTIONS FOR PREPARING SUBMISSIONS.

RULES FOR SUBMISSIONS:

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person, or entity, submitting a proposal pursuant to the LOI.

Responses to each of the following topics must be limited to a maximum of two pages and all text must be 12 pt. type. Should further clarification or examples (beyond 2 pages) be necessary, an appendix may be added to the back of the proposal provided it is properly referenced within the two-page description. Unreferenced or poorly organized appendices will not be considered.

Letter Of Transmittal

- This letter will summarize in a brief and concise statement, the respondent's qualifications.
- An official authorized to bind the respondent must sign the letter of transmittal.

Office Location:

- The location of the office that will have responsibility for this project.
- The key personnel in that office.

Project Team:

- The respondent shall provide the City with the resumes of all primary individuals involved.
- The respondent must supply a copy of all appropriate Florida business license(s).
- In addition, the respondent must indicate the type of organization (i.e., individual, partnership, corporation, joint venture, etc.) and year established.
- Identify principals of the firm and core values.
- Identify proposed project manager.

Project Understanding:

- Describe your understanding of the City's needs and the methods you will use to ensure proper completion of the work proposed.

Previous Experience with Similar Projects:

- Summarize previous experience of the key personnel with projects that are similar in nature and scope to the proposed work.

Qualification Summary:

- Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to perform the work associated with this project.

References:

- Provide up to three municipal government references for similar work. References must be for work performed within the past five (5) years.

Other Information:

- This section shall be for other information the respondent wishes to include, but is limited to 4 pages.

Florida Small and Minority Business Status:

- Whether you are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

PART 4 - EVALUATION OF SUBMISSIONS:

EVALUATION METHOD AND CRITERIA:

The City shall be the sole judge of its own best interest, the submission and the resulting agreement. In all instances, the City's decision will be final.

The City's evaluation criteria will include, but not be limited to, consideration of the following:

- Overall capabilities and experience of both firm and key individuals.
- Specific experience of firm and key individuals in assisting municipalities with similar statements of work.
- Availability of key personnel to be dedicated to the City relating to the statement of work.
- Knowledge or, and approach to performing the statement of work.
- Location of the firm.
- Interviews with references.

SELECTION:

The City will evaluate the written qualifications submitted by firms regarding the proposed project. The City may require presentations regarding their qualifications, approach to the statement of work and ability to furnish the required services. It is anticipated that no less than three (3) firms will be ranked and the highest ranked firm will be chosen. The City reserves the right to select the most qualified firm on the basis of the responses received.

NEGOTIATIONS:

After the City ranks the firms, City staff will take the proposed ranking to the City Council for approval and permission to negotiate with the top ranked firm. After staff concludes negotiations with the firm selected, they will present the results of the negotiations to the City Council with its recommendation. If the City Council determines that staff is unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected firm, the City may select additional firms in order of their competence and qualifications and continue negotiations until an agreement is reached. However, the City reserves the right to reject all qualifications, waive any irregularities and solicit and re-advertise for other qualifications.

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CONSUMPTIVE USE PERMITTING SERVICES

Score Sheet Totals

NOTE: Scoring is based on a spread of (1-5) with 5 being the highest for each category.

Firms	SMW	CPH	WRA
Scorers			
Gwen Walker	28	28	26
Willie Morgan	27	28	26
James Huish	26	24	22
TOTALS	81	80	74

RANKINGS

1. SMW

2. CPH

3. WRA

CONSUMPTIVE USE PERMITTING SERVICES

James Huibin

Bid Score Sheet

NOTE: Scoring is based on a spread of (1-5) with 5 being the highest for each category.

Firms	SMW	CPH	WRA
Project Understanding	5	4	4
Project Team	4	5	4
Qualifications	4	4	4
References	3	2	3
Office Location	5	5	3
Pricing	5	4	4
	26	24	22

Ranking

1. SMW
2. CPH
3. WRA

CONSUMPTIVE USE PERMITTING SERVICES

Chief Morgan

Bid Score Sheet

NOTE: Scoring is based on a spread of (1-5) with 5 being the highest for each category.

Firms	SMW	CPH	WRA
Project Understanding	5	4	4
Project Team	5	5	5
Qualifications	5	5	5
References	5	5	5
Office Location	4	4	3
Pricing	3	5	4
	27	28	26

Ranking

1. CPH
2. SMW
3. WRA

Swan Walker

CONSUMPTIVE USE PERMITTING SERVICES

Bid Score Sheet

NOTE: Scoring is based on a spread of (1-5) with 5 being the highest for each category.

Firms	SMW	CPH	WRA
Project Understanding	5	4	4
Project Team	5	5	5
Qualifications	5	5	5
References	5	4	4
Office Location	5	5	4
Pricing	3	5	4
	28	27	26

Ranking

1. SMW
2. CPH
3. WRA



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: RAC Recommendation RE: Gaffney Park Parking Lot

CITY GOAL: Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.

PREPARED BY: Rebekah Morgan, Parks & Recreation Manager
--

DATE: March 10, 2016

BACKGROUND:

City Council requested that the Recreation Advisory Committee re-evaluate their value engineering decision regarding removing the asphalt pavement originally budgeted for the parking lot. When asked to look for ways to cut costs of the project, the RAC recommended to eliminate asphalt parking in favor of grass parking. After further discussion and looking at the amount budgeted for the project versus the amount of the project after value engineering, the RAC felt that that the park should be made as nice as possible with the money budgeted. The estimated cost of paving the parking lot with asphalt is \$51,300, bringing the total estimated cost of the project to \$287,449.38.

RAC RECOMMENDATION: Pave the parking lot with asphalt or concrete.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Request for Transfer of Agreement between City and Grindrod Development LLC re: Code Enforcement of 824/826 Broad Street

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Anita Geraci-Carver, City Attorney

DATE: March 11, 2016

BACKGROUND: On December 7, 2015 Kyle Grindrod appeared before City Council to request concessions relating to the property located at 824 and 826 Broad Street, 834 Broad Street, and 850 and 854 Broad Street, formerly the Lewis Hart property.

*These properties are currently not in compliance.

Council approved an Agreement with Grindrod Development LLC. **A copy is attached.**

A summary of the terms of the agreement are as follows:

The City will not pursue collection of the liens, foreclose the property or seek a monetary judgment against the owners for a period of 15 months. During that 15 month period, Grindrod Development LLC must

- i. Purchase the Property;
- ii. Clear all non-City liens and title defects on the Property;
- iii. Bring and keep the Property taxes current;
- iv. Either bring all buildings up to code or demolish them – clear all code violations and remain in compliance; and
- v. Provide a redevelopment plan to the City converting the Property use to commercial. which shall include GRINDROD, within 90 days of the Effective Date of this Agreement, submitting a complete application for a comprehensive plan amendment to obtain a future land use designation and submitting a complete application for rezoning both of which are compatible with commercial use. It shall also include GRINDROD submitting a complete application for site plan approval for commercial use prior to fifteen months from the Effective Date of this Agreement.

Upon completion of the above requirements, the City will forgive the fines secured by the Liens on the property (including those that accrue after this Agreement is executed by all parties) and the City will record a Release and Satisfaction of Lien(s) in the public records

"The city with a future, watch us grow!"

of Lake County, Florida. If Grindrod Development LLC fails to meet these conditions then the liens (inclusive of the fines) remain on the property and the City can pursue collection and foreclosure.

Since the Agreement was approved, the Community Development department was approached by Debbie Payne, Broker, RE/MAX NAVIGATOR. She indicated she is in the process of clearing title and moving forward to close on the property. She asked what she needs to do in order to have the agreed liens that were waived transferred to her. She further indicated she has the demolition lined up and plans for future improvements. A copy of her e-mail to Mr. Berger is attached.

The Agreement with Grindrod Development LLC does not state that it is assignable. Therefore, direction is requested from Council.

1. Does Council wish to allow the Grindrod Agreement to be assigned to Debbie Payne?
2. Does Council wish to enter into a new agreement with Debbie Payne and terminate the Agreement with Grindrod?
3. Does Council wish to terminate the Agreement with Grindrod if Grindrod transfers the property to a third party, and leave the liens in place with no waiver?
4. Does Council wish to give other direction?

If an assignment is allowed or a new agreement is desired it will be brought back to Council at a future meeting.

STAFF RECOMMENDATION: Provide direction to staff on how to move forward
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



February 5, 2016

Teresa Begley, City Clerk
City of Groveland
156 South Lake Avenue
Groveland, FL 34736

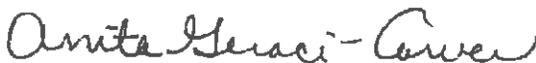
Re: Agreement Between City of Groveland and Grindrod Development, LLC

Dear Teresa:

Enclosed with my letter, please find the above referenced Agreement executed by Grindrod Development, LLC. Please have Mayor Loucks and yourself execute on page 5 of the Agreement. Council approved the Agreement on December 21, 2015. Please provide my office with a copy of the fully executed Agreement

If you have any questions regarding the enclosed, please contact my office.

Sincerely,


Anita Geraci-Carver

AGC/dd

Enclosures

cc: Redmond Jones (via email)
Rodney Lucas (via email)
Gwen Walker (via email)

**AGREEMENT BETWEEN CITY OF GROVELAND AND
GRINDROD DEVELOPMENT, LLC**

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of January, 2016, by and between **THE CITY OF GROVELAND, FLORIDA**, a Florida municipal corporation (hereafter called, the "CITY") and **GRINDROD DEVELOPMENT, LLC**, (hereafter called, "GRINDROD").

WHEREAS, the property located at 824/826, 834, 850/854 East Broad Street, Groveland, described as Lots 1-8, Block B, Re-Plat of Shaky Lake Subdivision, according to the plat thereof as recorded in Plat Book 8, Page 55, Public Records of Lake County (hereafter called the "Property", has previously been brought before the Special Master for code violations; and

WHEREAS, the Special Master found the Property in violation of the City of Groveland Property Maintenance Code Section 108.2, 304.1, 304.2, 304.6, 304.13, 304.15, 504.3 and 604.3, respectively and separately, City of Groveland Code of Ordinances Section 105-531;

WHEREAS, to date the fines total \$209,800.00, and the outstanding costs awarded to the City by the Special Master, or other costs actually expended by the City in the code enforcement cases regarding the Property total \$998.59;

WHEREAS, the City of Groveland recorded liens encumbering the Property which secure the fines as well as the costs; and

WHEREAS, the matter came before the City Council of the City of Groveland on December 7, 2015 on the request of GRINDROD, as an authorized representative of owner Tax Receivables Corporation, who requested Council to satisfy the liens by forgiving the fines or some other lien related concession; and

WHEREAS, the City Council voted unanimously to settle the outstanding fines and costs assessed against the Property in the form of liens in the manner described in this Agreement, according to the following terms and conditions, and the undersigned represent that they have the legal authority to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For a period of fifteen (15) months from the Effective Date of this Agreement, the CITY agrees not to pursue collection, file a lawsuit to foreclose the City's Code Enforcement

liens on the Property or seek a monetary judgment for same provided GRINDROD fulfills each and every obligation stated in this agreement.

a. Within that period, GRINDROD shall:

- i. Purchase the Property;
- ii. Clear all non-City liens and title defects on the Property;
- iii. Bring and keep the Property taxes current;
- iv. Either bring all buildings up to code or demolish them – clear all code violations and remain in compliance;
- v. Provide a redevelopment plan to the City converting the Property use to commercial which shall include GRINDROD, within 90 days of the Effective Date of this Agreement, submitting a complete application for a comprehensive plan amendment to obtain a future land use designation and submitting a complete application for rezoning both of which are compatible with commercial use. It shall also include GRINDROD submitting a complete application for site plan approval for commercial use prior to fifteen months from the Effective Date of this Agreement.

b. Upon completion of the above requirements, the City will forgive the fines secured by the liens on the property, except that GRINDROD shall pay the hard costs expended by the City in the amount of \$998.59.

2. Upon the completion of the above requirements, the City will record Release and Satisfaction of Lien(s) in the public records of Lake County, Florida. The liens against the Property described above are as follows: recorded on November 17, 2010, in Official Records Book 3972, Page 984; recorded on November 17, 2010, in Official Records Book 3972, Page 984; recorded on November 19, 2012, in Official Records Book 4241, Page 785; and recorded on April 20, 2015, in Official Records Book 4545, Page 496 all in the Public Records of Lake County, Florida.

3. If GRINDROD fails to comply with terms of this Agreement, then this Agreement shall be null and void and the CITY shall have the right, but not the obligation, to immediately file a lawsuit to foreclose on the property and any other actions allowed by law.

4. Any and all previous agreements, whether in writing or not, relating to the matters in this agreement cease to be in force.

5. The Effective Date of this Agreement is December 21, 2015.

(Signature pages to follow)

IN WITNESS WHEREOF, this Agreement has been agreed to and executed by the undersigned.

WITNESSES:

Madison Wiebe
(Signature of Witness)
PRINTED: Madison Wiebe

Kyle Grindrod
GRINDROD DEVELOPMENT, LLC
by Kyle Grindrod, Manager

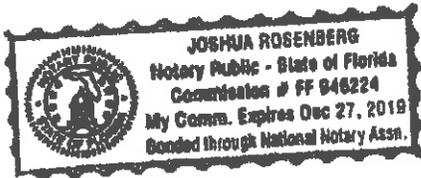
Val Silver
(Signature of Witness)
PRINTED: Val Silver

1/15/16
Date

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments and oaths, personally appeared Kyle Grindrod, as Manager of Grindrod Development, LLC., and presented Driver license as identification and before me executed the foregoing Agreement, and acknowledged before me that he executed the same freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid, this 15 day of January, 2016.



Joshua Rosenberg
(NAME: Printed, Typed or Stamped)

Notary Public, State of Florida
My commission expires: _____

CITY OF GROVELAND, FLORIDA

BY: _____
Tim Loucks, Mayor

Attest:

City Clerk

-----Original Message-----

From: Ryan Berger

Sent: Thursday, March 10, 2016 12:48 PM

To: Debbie Payne RE/MAX Navigator <prcommercial@yahoo.com>; Redmond Jones

<Redmond.Jones@groveland-fl.gov>; Kenneth Comia <kenneth.comia@groveland-fl.gov>; Rodney Lucas

<Rodney.Lucas@groveland-fl.gov>

Subject: RE: 824 East Broad St

Debbie,

Please attend the City Council meeting on March 21st at 6:30. The City will place this request on the agenda. At that time you can ask the City Council for the same terms that were approved by Council in the Grindrod agreement. Depending on what is agreed too a new contract will be written and approved at the following Council meeting on April 4th. If you have any questions please let me know.

Ryan Berger

Community Development Director

City of Groveland

From: Debbie Payne RE/MAX Navigator [prcommercial@yahoo.com]
Sent: Wednesday, March 09, 2016 4:25 PM
To: Ryan Berger
Subject: 824 East Broad St

Ryan,

We are in process of clearing the title and moving forward to close on this property. The only condition left is the past owners code violation liens.

What is the next steps I need to go through in order to have the agreed liens that were waived transferred to me? Is there a meeting I can attend or another person I need to speak with?

Please advise? I have the demo lined up and plans for future improvements that would be a betterment to Groveland, my home town.

Thank you for all your guidance and support on this project.

Debbie Payne, Broker
RE/MAX NAVIGATOR
website:www.payneinthehouse.com<<http://www.payneinthehouse.com>>
Direct Cell/Text 352-267-3131
Location:
297 Highway 50 Suite 1 & 2
Clermont, Fl 34711
Office 352-242-9200 Fax 352-242-4758



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Approve Resolution 2016-03-04: Amend Resolution R87-04-04 as a Result of Refinancing Four USDA Loans

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Gwen Walker, Finance Director

DATE: March 14, 2016

BACKGROUND:

As you are aware, the City received proposals for a new money loan to fund the Reclaimed Water Storage Tank and Phase III of the Eagle Ridge Reclaimed Water Project. Included in that proposal was a refunding of four USDA loans. Resolution 2016-03-04 amends the original resolution regarding the four USDA loans.

STAFF RECOMMENDATION: Approve Resolution 2016-03-04

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-03-04

A RESOLUTION OF THE CITY OF GROVELAND, FLORIDA, SUPPLEMENTING AND AMENDING ITS RESOLUTION R87-04-04, AS PREVIOUSLY AMENDED AND SUPPLEMENTED; FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY OF (1) ITS NOT EXCEEDING \$2,143,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER REVENUE REFUNDING NOTE, SERIES 2016A; (2) ITS NOT EXCEEDING \$5,357,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER REVENUE NOTE, SERIES 2016B AND (3) ITS NOT EXCEEDING \$2,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER REVENUE NOTE, SERIES 2016C (GRANT ANTICIPATION); TO REFUND CERTAIN WATER AND SEWER DEBT OF THE CITY AND TO CONSTRUCT IMPROVEMENTS TO THE CITY'S EXISTING WATER, SEWER AND RECLAIMED WATER SYSTEM AND PAY THE COSTS OF ISSUANCE OF SUCH 2016 NOTES; MAKING CERTAIN AMENDMENTS TO CITY RESOLUTION R87-04-04 AS PREVIOUSLY AMENDED AND SUPPLEMENTED; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH 2016 NOTES, ON A PARITY WITH THE CITY'S WATER AND SEWER REVENUE BONDS, SERIES 2007A AND SERIES 2007B THE NET REVENUES DERIVED BY THE CITY FROM THE CITY'S WATER, SEWER AND RECLAIMED WATER SYSTEM AND AS TO THE SERIES 2016C NOTE CERTAIN GRANT PROCEEDS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF THE 2016 NOTES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA AS FOLLOWS:

SECTION 1. DEFINITIONS. When used in this Resolution, the terms defined in Resolution No. 87-04-04 of the City of Groveland, Florida (the "City" or the "Issuer") as amended and supplemented to the date hereof (the "Original Instrument") shall have the respective meanings assigned thereto by the Original Instrument and the following terms applicable to the 2016 Notes (as hereinafter defined) shall have the following meanings, unless the context clearly otherwise requires:

"Bond Resolution" shall mean the Original Instrument as amended and supplemented including this Resolution and any other resolution supplementing or amending the then existing Bond Resolution.

"Grant Proceeds" shall mean all amounts received by the City pursuant to those two (2) documents entitled Cost-Share Agreement Between the St. Johns River Water Management District and City of Groveland, being Contract Nos. 28452 and 28399 (collectively the "Cost Sharing Agreements").

"Interest Date" shall mean each March 1 and September 1 commencing September 1, 2016.

"Parity Obligations" shall mean the Issuer's Outstanding Water and Sewer Revenue Bond, Series 2007A and Outstanding Water and Sewer Revenue Bond, 2007B.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Project" shall mean the acquisition and construction of improvements to the Facilities as hereinafter defined.

"Refunded Bonds" shall mean collectively the City's Outstanding Water Revenue Bond dated December 1, 1988, Water Revenue Bond, Series 2 dated December 1, 1988, Water and Sewer Revenue Bond, Series 1994A and Water and Sewer Revenue Bond, Series 1994B.

"2016 Notes" shall mean collectively, the 2016A Note, the 2016B Note and the 2016C Note all authorized to be issued pursuant to Section 6 of this Resolution.

"This Resolution" shall mean this instrument, as the same may from time to time be amended, modified or supplemented.

"2016A Note" shall mean the City of Groveland, Florida Water and Sewer Revenue Refunding Note, Series 2016A authorized to be issued pursuant to Section 6 of this Resolution.

"2016B Note" shall mean the City of Groveland, Florida Water and Sewer Revenue Note, Series 2016B authorized to be issued pursuant to Section 6 of this Resolution.

"2016C Note" shall mean the City of Groveland, Florida Water and Sewer Revenue Refunding Note, Series 2016C (Grant Anticipation) authorized to be issued pursuant to Section 6 of this Resolution.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution. Words importing the masculine gender include every other gender. Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, Section 3.04(H) of Resolution 87-04-04 of the City, and other applicable provisions of law.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer deems it necessary, desirable and in the best financial interest of the Issuer and its citizens to issue the 2016 Notes for the principal purpose of financing the acquisition and construction of the Project, which Project once completed will be part of the Facilities as hereunder defined and to refund the Refunded Bonds, which refunding will reduce the debt of the City secured by the Net Revenues.

(B) The Issuer deems it necessary, desirable and in the best interest of the Issuer and its citizens that the Net Revenues be pledged to the payment of the principal of and interest on the 2016 Notes and that the 2016C Note be additionally secured by the Grant Proceeds. Following the issuance of the 2016 Notes, no part of the Net Revenues will be pledged or encumbered in any manner except as security for the 2016 Notes and the Parity Obligations and on a junior lien basis to the payment of the City's obligations pursuant to that Clean Water State Revolving Fund Loan Agreement, Number CS12038507P, (the "SRF Loan"). Prior to the issuance of the 2016 Notes the provisions of Section 3.04(H) of the Original Instrument permitting the 2016 Notes to be issued as additional parity bonds pursuant to the provisions of the Original Instrument will have been complied with or waived by the Owners of the Parity Bonds.

(C) The principal of and interest and redemption premium, if any, on the 2016 Notes and all reserve and other payments shall be payable solely from the Net Revenues as provided in the Original Instrument and as to the 2016C Note additionally from the Grant Proceeds. No ad valorem taxing power of the Issuer will ever be exercised nor will any Holder of any 2016 Note have the right to compel the exercise of such ad valorem taxing power to pay the principal of or interest on the 2016 Notes or to make any other payments provided for in the Bond Resolution, and the 2016 Notes shall not constitute a lien upon any property of the Issuer or situated within its corporate territorial limits, except the Net Revenues and as to the 2016C Note additionally from the Grant Proceeds.

SECTION 4. AUTHORIZATION OF PROJECT AND REFUNDING OF REFUNDED BONDS. The Issuer hereby authorizes the acquisition, construction, erection, renovation, reconstruction and funding of the Project and the refunding of the Refunded Bonds, as described herein.

SECTION 5. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the 2016 Notes by those who shall hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the 2016 Notes. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of the 2016 Notes. All of the 2016 Notes, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the 2016 Notes over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 6. AUTHORIZATION OF 2016 NOTES. Subject and pursuant to the provisions of the Bond Resolution, the 2016 Notes are authorized to be issued in the aggregate principal amount of not exceeding \$9,500,000. The 2016A Note shall be issued in a principal

amount not exceeding \$2,143,000, the 2016B Note shall be issued in a principal amount not exceeding \$5,537,000 and the 2016C Note shall be issued in a principal amount not exceeding \$2,000,000.

SECTION 7. DESCRIPTION OF 2016 NOTES. The 2016 Notes shall be dated the date of their delivery; shall be issued with fixed interest rates in fully registered fixed shall bear interest at a rate or rates not exceeding the maximum rate permitted by law (calculated on the basis of a 360 day year of twelve 30 day months), payable in such manner and on such dates; and shall contain such redemption provisions; all as the Issuer shall hereafter provide by a resolution supplemental to this one.

SECTION 8. APPLICATION OF 2016 NOTES PROCEEDS. The proceeds derived from the sale of the 2016 Notes shall simultaneously with the delivery of the 2016 Notes to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(A) A sufficient amount of 2016B and C Note proceeds shall be deposited to the Water and Sewer Construction Fund hereby created (the "Construction Fund") to finance the costs of the Project.

(B) A sufficient amount of the proceeds of the 2016A Note shall, together with any other legally available moneys of the City, be applied to retire on the date of delivery of the 2016 Notes or such other date as shall be agreed to between the City and the Holders of the Parity Obligations all of the Refunded Bonds.

(C) the balance of the proceeds of the 2016A Notes shall be applied in to payment of the cost of issuance of the 2016 Notes.

There shall be no debt service reserve account or similar account for the 2016 Notes.

SECTION 9. 2016 NOTES NOT A GENERAL INDEBTEDNESS OF THE ISSUER. The 2016 Notes shall not be or constitute a general obligations or indebtedness of the Issuer within the meaning of the Constitution of the State of Florida, but shall be payable solely from and secured by a lien upon and a pledge of the Net Revenues and as to the 2016C Note the Grant Proceeds in the manner and to the extent herein provided. The Grant Proceeds are pledged solely to payments due in regard to the 2016C Note. No Holder or any other person shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form on any real or personal property to pay the principal of, premium, if any, and interest on the 2016 Notes. The Holders shall not have a lien upon the Facilities or the Project.

SECTION 10. SECURITY FOR BONDS. The Issuer does hereby irrevocably pledge the Net Revenues to the payment of the principal of or redemption price, if applicable, and interest on the 2016 Notes and the Grant Proceeds to the payment of the principal of or redemption price, if applicable, and interest on the 2016C Note. The 2016 Notes are payable from the Net Revenues on a parity, equally and ratably with the Parity Obligations except that until expended on costs of the Project the amount on deposit in the Construction Fund created pursuant to Section 8 hereof are pledged solely to the 2016 Notes and neither the Holders of the Parity Obligations or any other Person shall have any rights thereto. The Issuer hereby

covenants to take all steps and actions required to receive all of the Grant Proceeds to which it is entitled under the Cost Sharing Agreements and to apply all Grant Proceeds to payments on the 2016C Note within thirty (30) days of the receipt of such Grant Proceeds.

SECTION 11. APPLICATION OF PROVISIONS OF ORIGINAL INSTRUMENT.

The 2016 Notes shall for all purposes be considered to be parity Bonds issued under the authority of Section 3.04(H) of the Original Instrument and shall be entitled to all the protection and security provided in and by the Original Instrument for parity Bonds, and the 2016 Notes shall be in all respects entitled to the same security, rights and privileges enjoyed by the Parity Obligations except as otherwise provided herein. The debt service on the 2016 Notes shall be payable from the Net Revenues on a parity with the Parity Obligations. Deposits shall be made into the Bond and Interest Sinking Fund by the Issuer in amounts fully sufficient to pay the debt service on the 2016 Notes and on the Parity Obligation as such debt service becomes due. The terms and provisions of the Original Instrument as supplemented hereby shall remain in full force and effect and be fully applicable with respect to the 2016 Notes as if such 2016 Notes were originally issued thereunder.

SECTION 12. AMENDMENTS TO ORIGINAL INSTRUMENT. The Original Instrument is hereby amended which amendments will take effect only at such time as the consent to such amendments of the Holders of the Parity Obligations and the SRF Loan have been obtained.

“Facilities” shall mean the complete sewer, wastewater and reclaimed water system now owned or hereafter owned by the Issuer and which the Issuer is, or shall be responsible for maintaining and operating, together with any and all acquisitions, improvements, extensions and additions thereto, hereafter constructed or acquired, together with all lands or interests therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment and all property, real or personal, tangible or intangible (including agreements for the providing of such services), now or hereafter constructed and/or owned or used in connection therewith including all contractual rights, rights to capacity and obligations or undertakings associated therewith. Notwithstanding the foregoing definition of the term Facilities, such term shall not include any properties or interest in properties of the Issuer which the Issuer determines shall not constitute a part of the Facilities for the purpose of the Bond Resolution.

Section 3.04(G) of the Original Instrument is hereby amended to read as follows:

Rates. The Issuer covenants and agrees that it will fix, establish, revise from time to time whenever necessary and maintain always, so long as any of the Bonds are outstanding, such schedule of Rates which will produce Gross Revenues in each year which shall be sufficient to pay (1) 125% of the Bond Service Requirement on the Bonds for such fiscal year and (2) 100% of the Operating Expenses for such fiscal year and any other amounts required to be paid pursuant to the Bond Resolution, and any payments due on the SRF Loan and any other obligation of the City secured by the Net Revenues on or a subordinate basis to the 2016 Notes, and that such Rates will not be reduced so as to be insufficient to provide funds for such purposes; and the Issuer covenants and agrees that so long as any of the Bonds are outstanding and unpaid, at the same time in like manner that the Issuer prepares its Annual Budget of Operating Expenses, the Issuer shall annually prepare an estimate of Gross Revenues for the

ensuing Fiscal Year, and to the extent that Gross Revenues are insufficient to pay such amounts during such ensuing year, the Issuer shall revise the Rates to the extent necessary in order to provide the funds required.

The definition of "Bond Service Requirement" is amended to provide that Bond Service Requirement will not include any principal of or interest on Bonds paid or reasonably expected to be paid from the Grant Proceeds or other similar payments or proceeds of Bonds.

SECTION 13. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid or shall in any manner be held to adversely affect the validity of the 2016 Notes, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the 2016 Notes issued hereunder.

SECTION 14. GENERAL AUTHORITY. The members of the City Council and the Issuer's officers, attorneys and other agents and employees are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the 2016 Notes and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel, or the initial purchasers of the 2016 Notes to effectuate the sale of the 2016 Notes to said initial purchasers.

SECTION 15. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the 2016 Notes, or in any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the 2016 Notes, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member of the City Council, officer, financial advisor, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the 2016 Notes, or any certificate or other instrument to be executed in connection with the issuance of the 2016 Notes, shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 16. NO THIRD PARTY BENEFICIARIES. Nothing in this Resolution, or in the 2016 Notes, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer and the Holders of the 2016 Notes any right, remedy or claim, legal or equitable, under and by reason of the Bond Resolution or any provision hereof, or of the 2016 Notes, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

SECTION 17. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 18. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 21st day of March, 2016.

CITY OF GROVELAND, FLORIDA

(OFFICIAL SEAL)

Mayor

ATTEST:

Acting City Clerk

Approved as to Form:

City Attorney



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Resolution 2016-03-05: Accepting the Proposal of CenterState Bank

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Gwen Walker, Finance Director

DATE: March 14, 2016

BACKGROUND:

Resolution 2016-03-05 officially awards the proposal for the new Enterprise Fund loan and the refinancing of four USDA loans to CenterState Bank.

STAFF RECOMMENDATION: Approve Resolution 2016-03-05

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-03-05

A RESOLUTION OF THE CITY OF GROVELAND, FLORIDA, ACCEPTING THE PROPOSAL OF CENTERSTATE BANK OF FLORIDA, N.A. TO PURCHASE THE CITY'S (a) NOT EXCEEDING \$2,143,000 WATER AND SEWER REVENUE REFUNDING NOTE, SERIES 2016A (b) NOT EXCEEDING \$5,357,000 WATER AND SEWER REVENUE NOTE, SERIES 2016B AND (c) NOT EXCEEDING \$2,000,000 WATER AND SEWER REVENUE NOTE, SERIES 2016C (GRANT ANTICIPATION) MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH NOTES "BANK QUALIFIED" STATUS; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE NOTES, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID NOTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION AND DEFINITIONS.

Capitalized terms not defined herein have the meaning ascribed to them in City of Groveland (the "City") Resolution No. 87-04-04 as amended and supplemented to the date hereof (collectively the "Master Resolution"). This resolution is adopted pursuant to the provisions of the Master Resolution and Chapter 166, Part II, Florida Statutes and other applicable provision of law.

SECTION 2. FINDINGS. It is hereby ascertained determined and declared:

(A) The City staff in consultation with Larson Consulting Services, LLC ("Larson Consulting"), the City's financial advisor, has reviewed the various bank responses to the City's RFP dated February 3, 2016, and recommended to the City Council on March 7, 2016 to accept the proposal of CenterState Bank of Florida, N.A. (the "Lender") regarding a loan in an amount of not exceeding \$9,500,000, the proceeds of which will be applied to acquire and construct various capital improvements to the City's water, sewer and reclaimed water system, to refund certain utility debt of the City and to pay costs of issuing the City's Water and Sewer Revenue Refunding Note, Series 2016A, Water and Sewer Revenue Note Series 2016B and Water and Sewer Revenue Note, Series 2016C (collectively, the "2016 Notes").

(B) The 2016 Notes will be secured as provided in the Master Resolution.

(C) Prior to the issuance of the 2016 Notes, the City will have received the consents of the United States of America, Department of Agriculture, Rural Development and Florida Department of Environmental Regulation to the issuance of the 2016 Notes.

(D) The City has determined that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2016 Notes by negotiated sale, allowing the City to issue the 2016 Notes at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rates and other terms for the 2016 Notes and, accordingly, the City Council of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated private placement of the 2016 Notes to the Lender be authorized.

SECTION 3. ACCEPTANCE OF PROPOSAL OF LENDER. Based on a recommendation of Larson Consulting, the City hereby formally accepts the proposal of the Lender dated March 1, 2016 attached hereto, and ratifies its selection on March 7, 2016.

SECTION 4. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates or opinions, are needed to effect any of the transactions referenced in this Resolution, the Master Resolution or the 2016 Notes, and the security therefore, the Mayor, the City Clerk, the City Manager, the City Finance Director, the City Attorney, Larson Consulting and the City's Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 5. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as registrar and paying agent for the 2016 Notes.

SECTION 6. BANK QUALIFIED. The City hereby designates the 2016 Notes as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2016 to issue more than \$10,000,000 of "tax-exempt" obligations exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and exclusive of bonds issued to currently refund any existing qualified tax-exempt obligations.

SECTION 7. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Master Resolution, or the 2016 Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, the 2016 Notes or the Master Resolution, but this Resolution, the Master Resolution, and the 2016 Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2016 Notes shall be issued with the intent that the laws of the State of Florida shall govern their construction.

SECTION 8. MASTER RESOLUTION TO CONTINUE IN FORCE. The Master Resolution and all the terms and provisions thereof are and shall remain in full force and effect and shall be applicable with respect to the 2016 Notes to the same effect as though restated herein. In regards to the 2016 Notes only, to the extent of any inconsistency between the provisions of the Master Resolution and the 2016 Notes, the 2016 Notes shall control.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

Passed and adopted by the City Council of the City of Groveland, Florida this 21st day of March, 2016.

CITY OF GROVELAND, FLORIDA

(OFFICIAL SEAL)

Mayor

ATTEST:

Acting City Clerk

Approved as to Form:

City Attorney



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Resolution 2016-03-06 – Groveland Four
--

CITY GOAL: Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.

PREPARED BY: City Manager's Office

DATE: March 10, 2016

BACKGROUND:

There is currently pending in Florida Senate a Senate Concurrent Resolution which seeks to acknowledge the grave injustice perpetrated against Charles Greenlee, Walter Irvin, Samuel Shepherd and Ernest Thomas, who came to be known as the Groveland Four. On March 8th, 2016, Lake County Board of Commissioners passed their resolution in support of the pending Senate Concurrent Resolution. Attached is the City of Groveland's resolution in support of the pending Senate Concurrent Resolution.

STAFF RECOMMENDATION: Request Approval of Resolution

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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RESOLUTION 2016-03-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA; SUPPORTING SENATE CONCURRENT RESOLUTION 136 PERTAINING TO CHARLES GREENLEE, WALTER IRVIN, SAMUEL SHEPARD AND ERNEST THOMAS; ENCOURAGING THE GOVERNOR AND CABINET TO TAKE ACTION PERTAINING TO CHARLES GREENLEE, WALTER IRVIN, SAMUEL SHEPHERD AND ERNEST THOMAS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 1949 Charles Greenlee, Walter Irvin, Samuel Shepherd and Ernest Thomas were arrested for, three of which were convicted of, perpetrating a violent crime on a white female resident of Lake County, Florida; and

WHEREAS, the allegations by the victim were made during a time that was racially charged across the nation, resulting in numerous wrongful prosecutions and convictions of African Americans, and which later became acknowledged as the Civil Rights Movement of 1954; and

WHEREAS, in recent years, many have voluntarily reviewed and analyzed the files and evidence associated with this historic case and, based on such review, have asserted that a grave injustice was perpetrated against Charles Greenlee, Walter Irvin, Samuel Shepherd and Ernest Thomas; and

WHEREAS, there is currently pending in the Florida Senate a Senate Concurrent Resolution which seeks to acknowledge the grave injustice perpetrated against Charles Greenlee, Walter Irvin, Samuel Shepherd and Ernest Thomas, who came to be known as the "Groveland Four;" and

WHEREAS, the Senate Concurrent Resolution also urges the Governor and Cabinet of the State of Florida to review the cases against the Groveland Four, and to exonerate or grant pardons to these individuals.

NOW THEREFORE, be it resolved by the City Council of the City of Groveland, Florida, as follows:

1. The City Council of the City of Groveland strongly supports passage of Senate Concurrent Resolution Number 136.
2. The City Council of the City of Groveland strongly encourages the Governor and the Cabinet to exonerate or grant pardons to Charles Greenlee, Walter Irvin, Samuel Shepherd, and Ernest Thomas.
3. The City Council of the City of Groveland recognizes that no action on the part of the State of Florida can make right the egregious wrongs perpetrated out of racial hatred against Charles Greenlee, Walter Irvin, Samuel Shepherd, and Ernest Thomas, but the Council respectfully acknowledges that a review of the evidence shows that grave injustices were perpetrated against these men during this racially charged time in America's history. The City Council of the City of Groveland offers this public acknowledgment to the remaining family members who have tirelessly sought to restore the reputations of not only Charles Greenlee, Walter

Irvin, Samuel Shepherd and Ernest Thomas, but to restore the honor of their descendants who have sought justice in a manner devoid of hate and ill-will.

4. This resolution shall take effect on adoption.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

LISA CORTESE
Acting City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Authorization to enter into five-year agreement with SunGard Public Sector for TRAKiT

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Rodney Lucas, Economic Development Manager

DATE: March 10, 2016

BACKGROUND:

The current building permitting process in place is one that relies heavily on user input and knowledge of Excel spreadsheets for record keeping and calculation of building permit fees.

To improve efficiency and customer service, City Staff is recommending that the City Council approve the purchase of a new permit tracking software system from SunGard Public Sector, TRAKiT, to improve the building permit process to both track what stage of review permits are in and make that information along with cost available to the public. Staff is recommending the purchase and integration of the following applications based on 5 users for the usage in the Building Department:

- 1) GeoTRAK
- 2) PermitTRAK
- 3) CodeTRAK
- 4) AEC TRAK
- 5) eTRAKIT

TRAKiT is an integrated suite of software modules for tracking and managing parcels, building permits, and code enforcement. The proposed permit tracking package would integrate the processing of permits and storage of permit data with the City's Geographic Information System and make this data readily available to the public through the internet.

The overall objective for the purchase and implementation of the system is to improve:

- 1) public access to permit records
- 2) customer ability to submit and track permit processing on-line
- 3) staff ability to organize and access permit data to support land entitlement process
- 4) staff ability to generate reports and/or respond to data requests for both internal and external customers

The integrated system encompasses the following specific functional areas:

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Plan Application Tracking. Provide on-line and reporting capabilities of all plan review activities (including electronic plan submission) from project submittal through permit issuance to project completion.

Permitting. Monitor all public and private building activity, issue a variety of permit types, link to related records, account for all appropriate fees and validate contractors.

Inspection Tracking and Scheduling. Track both route and periodic inspections of buildings and property, and manage all building inspection scheduling activities.

Code Enforcement. Monitor and manage violations

Reporting. Generate reports using any combination of data elements maintained by land use and permitting systems.

Public Online Application Submittal, Complaint and Inquiry Capabilities. The software will have the capability to allow public online submittal of complaints, allow access of permit information, access online permit applications, and allow for the submittal of plans.

Mobility/In-Field Usage. View, schedule and modify inspections and record notes while in the field. This should be optimized through mobile application use. Have the ability to quickly access all contact details for the owner, applicant, contractor or complainant. Retrieve data by searching any parameter, including permit number, contractor, address, etc.

The total project cost for implementation services, software hosting, maintenance and support for initial upfront cost in Fiscal Year 2015-2016 is \$123,290, \$95,450 was the original budget amount. There are adequate funds in the Building Department funds to cover this purchase.

STAFF RECOMMENDATION: Motion to Approve
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with @ future, watch us grow!"

ASP Order

By the signatures of their duly authorized representatives below, the SunGard entity identified below ("**SunGard**") and the customer identified below ("**Customer**"), intending to be legally bound, agree to all of the provisions of this Order (the "**Order**"), and agree that this Order represents a separate contract between such SunGard entity and Customer, with an order execution date of the latest date shown on the signature page below ("**Order Execution Date**") and order effective date of the first of the month following the Order Execution Date ("**Order Effective Date**") and an. This Order incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions version 2015 May, to be found at <http://www.sungardps.com/legal-agreements/> ("**SST**") as if the SunGard entity was "SunGard" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

SunGard Public Sector LLC	City of Groveland, Florida
1000 Business Center Drive Lake Mary, FL 32746	156 S. Lake Avenue Groveland, FL 34736
By: 	By:
Print Name: Tom Amburgey	Print Name: Tim Loucks
Print Title: VP & GM, Public Administration	Print Title: Mayor
Date Signed: 3/18/2016	Date Signed:

SUNGARD ORDER # 160151

SOLUTION AND RELATED INFORMATION

1. **SOLUTION: SunGard TRAKiT applications identified below:**
 - (qty 1) GeoTRAK
 - (qty 1) PermitTRAK
 - (qty 1) CodeTRAK
 - (qty 1) AEC TRAK
 - (qty 1) eTRAKIT
2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, SunGard may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.
3. **DOCUMENTATION:** SunGard's standard user manuals for the Solution listed above.
4. **INITIAL TERM: Sixty (60) months commencing on the Order Effective Date** In the event sufficient funds are not appropriated to pay all amounts due SunGard throughout the term of this Agreement, Customer shall immediately notify SunGard of such occurrence in writing and that the Agreement, or the appropriate executory portions thereof, is terminated. Customer shall be responsible to pay a) for any services delivered by SunGard prior to the notice and b) for all services which have been delivered and accepted. SunGard shall not be obligated to provide any Services for which payment has not been appropriated.
5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth above this Order may automatically renew for successive one (1) year Renewal Terms at the then-current rates if funding is appropriated by the City Council of the City of Groveland for

the Renewal Term. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.

6. SCOPE OF USE

a. DESIGNATED LOCATION(s): City of Groveland, Florida's offices. Customer's Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.

b. NUMBER OF NAMED AUTHORIZED USERS:

5 Named Users and 0 Observer licenses of the Solution purchased by Customer and installed on Unlimited workstations. (Platform support Windows 7 Operating System).

7. THIRD PARTY SOFTWARE: NONE.

8. FEES

A. License Fees: None.

B. Annual Processing Fees: SEE EXHIBIT 1

The Annual Processing Fee is due upon the Order Effective Date and annually thereafter on the anniversary date thereof.

a. ADDITIONAL AUTHORIZED USERS FEES: Customer acknowledges that the Annual Processing Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide SunGard with advance written notice and SunGard may increase the Processing Fee payable under this Order accordingly.

b. OTHER FEES:

a) If Customer's use of the Solution increases in any way which would reasonably cause SunGard to incur additional hardware costs to maintain such increased usage, SunGard shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

C. Professional Services Fees: SEE COST SUMMARY - EXHIBIT 1

9. THE LIABILITY CAP: Shall be the total of the Professional Services and Annual Processing Fees actually paid by Customer to SunGard under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim occurring.

10. Choice of Law; Severability. Notwithstanding provisions in Jurisdiction and Governing Law 10.10 (a) of the Agreement, County or Circuit Court is hereby change to the Fifth Judicial Circuit, in and for Lake County, Florida.

11. Direct Damages: Notwithstanding other provisions in Section 4.8 the last sentence in this section related to Direct Damages is hereby struck from the Agreement.

12. PROFESSIONAL SERVICES

a. SCOPE OF WORK: As described in Annex 3 attached hereto.

b. Training Fees are due as follows: On invoice, upon completion of each training task.

- c. Technical Services are due as follows: On invoice, upon completion of each technical service task.
- d. Professional Services Fees (excludes Training and Technical Services) are due as follows: On invoice, as incurred.
- e. **Travel and Living Expenses:** Travel and living expenses for the implementation of the TRAKiT applications listed in Section 1. are additional and are not included in the amounts provided herein. Reimbursable expenses will be billed as incurred, and will not exceed a total of \$7,650.00. This is based on 9 scheduled onsite visits listed in the Services Section of Exhibit 1. This total amount will not apply if additional services are necessitated and mutually agreed upon by SunGard and Customer or if additional reimbursable expenses are incurred due to any change orders or amendments that the parties execute in connection with this Agreement. **Travel and living expenses shall be governed by the SunGard Public Sector Corporate Travel Expense Guidelines attached hereto as Exhibit 3.**

13. ADDRESSES

- a. **CUSTOMER ADDRESS FOR INVOICES:** 156 S. Lake Ave., Groveland, FL 34736
- b. **CUSTOMER ADDRESS FOR NOTICES:** 156 S. Lake Ave., Groveland, FL 34736; Attn: City Manager
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 156 S. Lake Ave., Groveland, FL 34736
- d. **SUNGARD'S ADDRESS FOR NOTICES:**

SunGard Public Sector LLC
Attn: Contracts Manager
1000 Business Center Drive
Lake Mary, FL 32746

14. OTHER TERMS:

- a. Customer shall procure the Specified Configuration set forth in Annex 1 in accordance with Section 2 of the SST.
- b. SunGard shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.
- c. SunGard shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by SunGard for the upgrade of any customizations to the Solution made by SunGard at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.
- d. As and when Customer is required to upgrade to a new release, SunGard shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to SunGard any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by SunGard. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors were reported and the date that SunGard has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.
- e. If Customer's use of the Solution increases in any way which would reasonably cause SunGard to incur additional hardware costs to maintain such increased usage, SunGard shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

EXHIBIT 1 – PROCESSING AND SERVICES FEES**A. PROCESSING FEES**

YEAR	FEES
YEAR 1	\$29,740.00
YEAR 2	\$30,929.60
YEAR 3	\$32,166.78
YEAR 4	\$33,453.45
YEAR 5	\$35,791.59

Processing Fees for any Year subsequent to the Initial Term are subject to change and will be specified by SunGard in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. SERVICES FEES - COST SUMMARY

a. Implementation & Project Management			
Discovery Phase – Onsite Meetings	\$ 5,000	2	Days onsite
Discovery Phase – Remote Reviews	\$ 4,200		24 remote hours
System Configuration – Remote	\$ 11,375		65 remote hours
Testing Phase – Onsite Meetings	\$ 5,000	2	Days onsite
Testing Phase – Configuration – Remote	\$ 14,000		80 remote hours
Go-Live Support – Onsite	\$ 5,000	2	Days onsite
Sub-total:			\$ 44,575
b. Data Conversion			
Assessor import	\$ 5,250		30 remote hours
Permit Log 2015	\$ 4,375		25 remote hours
Sub-total:			\$ 9,625
c. Training Services			
Discovery Phase – Upfront Remote Training	\$ 1,400		8 remote hours
Testing Phase – Training	\$ 2,500	1	Day onsite
Education Phase – End User Training	\$ 5,000	2	Days onsite
Education Phase – Remote eTRAKiT Admin	\$ 1,400		8 remote hours
Remote Administrator – 1 Attendee	\$ 750		
Remote Report Writing – 1 Attendee	\$ 750		
Sub-total:			\$ 11,800
d. Technical Services			
Financials Integration – batch script – System TBD	\$ 2,500		
National Payment Solutions Integration	\$ 10,000		
Customized Reports	\$ 1,400		8 remote hours
Permit Library – 1 library	\$ 3,500		
Plans Corrections Library – 1 library	\$ 2,500		
Sub-total:			\$ 19,900
Total:			\$ 85,900

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO CUSTOMER.

EXHIBIT 2**PROJECT MILESTONES**

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. Should these represented dates not be executed on the agreed upon dates, then the entirety of the subsequent milestone dates will be moved accordingly.

The time schedule provided herein is based in large part on the assumption that Customer will provide all necessary information to SunGard in a timely manner.

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
1. Contract Execution	Customer signs contract.	SunGard signs final contract.	TBD
2. Project Hand-Off Call	Customer reviews and sets initial Project Timeline dates with SunGard.	SunGard & Customer review Project Timeline; SunGard delivers electronic copies of Configuration Guide.	TBD
3. Initial Data Extract	Customer uploads all legacy databases quoted in the contract to SunGard's FTP site.	SunGard reviews initial data upload.	TBD
4. Project Timeline Sign-Off SIGN OFF	Customer signs-off on remaining project milestone dates.	SunGard provides Customer with timeline dates.	TBD
5. Software Access Provided	Customer receives remote access to servers.	SunGard installs all TRAKiT software on SaaS servers. One workstation will also be tested.	TBD
6. Database Consultation SIGN OFF	Customer conducts meeting with SunGard to discuss the data conversion process and a brief review of the data structure. Customer signs-off on Data Source Document.	SunGard provides suggestions to ensure expectations are reviewed.	TBD
7. Delivery of Geodatabase	Customer uploads geodatabase onto SunGard's FTP site for data mapping.	SunGard begins mapping the source tables to the TRAKiT structure.	TBD
8. Screenshots of Existing Software	Customer provides screenshots of existing software that relate to the data conversion process.	SunGard reviews screenshots and begins mapping of data; SunGard prepares data mapping document to submit to Customer.	TBD
9. Demo Existing Legacy Systems	Customer conducts an overview of their existing system for SunGard.	SunGard reviews current legacy systems with Customer.	TBD
10. Remote Webinar Training Series	Customer attends and participates in remote 2-hour webinar training sessions for each Core Team.	SunGard conducts webinar training sessions prior to onsite meeting.	TBD
11. Kick-Off Meeting ONSITE	Customer attends and participates in Kick-Off Meeting, which includes a review of the Configuration Guide and Workbook.	SunGard conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing GeoTRAK data fields. SunGard provides workflow samples for future discussions.	TBD
12. 1st Workbook Review Remote Discussion	Customer Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department. SunGard ensures that the Configuration Workbook is being updated.	TBD
13. 1st GeoTRAK Workbook Review	Customer reviews land data mapping details and configuration information with SunGard.	SunGard reviews configuration workbook and provides feedback as applicable.	TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
14. Initial Workflows	Customer provides initial workflows from various Departments for review.	SunGard reviews initial workflows submitted for Business Process Meeting.	TBD
15. Business Process Review Meeting ONSITE	Customer provides business process workflow and corresponding reports/forms used in daily activities. Sessions are divided among various Departments implementing TRAKiT.	SunGard assists the Customer with Workbooks, identifies process adaptations, and reviews specifications for reporting requirements.	TBD
16. 1st Draft of Data Mapping Document ONSITE	Customer to review data mapping document and, when required, participate in a comparison review of legacy data with SunGard.	SunGard to review initial draft of data mapping document with Customer.	TBD
17. 2nd GeoTRAK Workbook Review	Customer reviews the finalized GeoTRAK workbook.	SunGard reviews workbook and provides additional feedback as applicable.	TBD
18. eTRAKiT Credit Card Gateway	Customer provides SunGard with eTRAKiT credit card gateway information for integration.	SunGard reviews credit card portal and prepares a scope for expectations.	TBD
19. 2nd Workbook & Workflow Review Remote Discussion	Customer Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department. SunGard ensures that the Configuration Workbook & Workflows are being updated.	TBD
20. 2nd Draft of Data Mapping Document	Customer to review data mapping document for legacy data provided by SunGard.	SunGard to review draft of data mapping document with Customer.	TBD
21. Final GeoTRAK Workbook Review	Customer submits and reviews the finalized GeoTRAK workbook.	SunGard reviews workbook and provides additional feedback as applicable.	TBD
22. Final List of Forms/Reports Due	Customer delivers final list of forms and reports and defines custom scripts for additional requirements to SunGard to design.	SunGard reviews custom forms and reports based on contract requirements.	TBD
23. GeoTRAK Workbook Final Collection	Customer provides final version of GeoTRAK workbook, including all mapping, custom screen, and spatial join requirements.	SunGard collects GeoTRAK workbook, completes those spatial joins being handled by SunGard, ensures that mapping is consistent with discussed process.	TBD
24. 3rd Workbook & Workflow Review Remote Discussion	Customer Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department. SunGard ensures that the Configuration Workbook & Workflows are being updated.	TBD
25. Workbook Review Meeting ONSITE	Customer provides Workbooks and copies of needed forms/reports; Customer attends department meetings to offer insight into workflow; Customer provides complete set of source data for conversion.	SunGard collects Customer responses to Workbooks; SunGard conducts Department meetings to ensure understanding of responses and discuss procedural needs; SunGard reviews data to convert with Customer.	TBD
26. GeoTRAK Pre-Conversion Review	Customer participates in the pre-conversion review.	Data Conversion Specialist review GeoTRAK workbook to clarify mapping and conversion details.	TBD
27. Project Workbook Draft	Customer provides their completed Project Workbook.	SunGard reviews the submitted workbook.	TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
28. GeoTRAK Workbook SIGN OFF	Customer signs-off on GeoTRAK workbook.	SunGard provides finalized GeoTRAK workbook for Customer sign-off.	TBD
29. Initial Forms/Reports Scope SIGN OFF	Customer participate in a review of the Forms/Reports requirements and signs-off on the initial Forms/Reports Scope.	SunGard provides the Forms/Reports Scope for Customer sign-off.	TBD
30. Project Workbook SIGN OFF	Customer signs-off on final version of the Workbook.	SunGard will utilize the Workbook in configuration of the system.	TBD
31. Final Data Mapping Document SIGN OFF	Customer approves data mapping document after a review with SunGard's data conversion specialist.	SunGard to provide data mapping documents, layouts, and explanations.	TBD
32. System Configuration	Customer participates and provides additional information as needed by SunGard.	SunGard configures system according to Workbook responses and meeting discussions; SunGard converts historical data; SunGard creates/customizes reports and/or forms (e.g. Permit Form).	TBD
33. Initial Delivery ONSITE	Customer will attend the demonstration of the delivery.	SunGard installs and demonstrates configured system with various Departments. eTRAKiT validation/preferences are reviewed with Customer.	TBD
34. Workflow Processes Delivered	Customer receives written workflow processes from SunGard.	SunGard delivers a sample set of workflow processes to Customer for review and use during Training.	TBD
35. Power Users Users Trained ONSITE	Customer will provide meeting space and training computers for up to eight (8) staff.	SunGard provides training materials for initial system configuration.	TBD
36. Testing Begins SIGN OFF	Customer "Power" Users verify accuracy and placement of converted data, forms & reports; Customer tests software configuration; Customer tests program interfaces; Customer tests software customizations; Customer notifies SunGard of desired changes.	SunGard receives change requests from Customer and makes necessary revisions.	TBD
37. GeoTRAK Update Routine SIGN OFF	Customer to review and sign-off on GeoTRAK Update Routine document.	SunGard provide the GeoTRAK Update Routine document.	TBD
38. 1st Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Testing Checklists.	TBD
39. 1st Review of Forms/Reports	Customer reviews Forms/Reports provided at Initial Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Customer and makes adjustments as necessary.	TBD
40. Initial Delivery Revisions	Customer delivers revision list to SunGard.	SunGard receives review comments from Customer and begins adjusting configured system.	TBD
41. 2nd Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Testing Checklists.	TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
42. 2nd Delivery ONSITE	Customer continues review of system.	SunGard delivers revisions to Customer.	TBD
43. 3rd Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Testing Checklists.	TBD
44. 2nd Review of Forms/Reports	Customer reviews Forms/Reports provided at 2nd Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Customer and makes adjustments as necessary.	TBD
45. 2nd Delivery Revisions	Customer delivers revision list to SunGard.	SunGard receives review comments from Customer and begins adjusting configured system.	TBD
46. 4th Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Testing Checklists.	TBD
47. 3rd Delivery	Customer continues review of system.	SunGard delivers revisions to Customer.	TBD
48. GeoTRAK Update Routine Delivery	Customer provides SunGard with credentials/access to configure the GeoTRAK Update Routine.	SunGard initializes the GeoTRAK Update Routine.	TBD
49. Final Review of Forms/Reports	Customer reviews Forms/Reports provided at 3rd Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Customer and makes adjustments as necessary.	TBD
50. Final Revisions List ONSITE	Customer delivers final revision list to SunGard.	SunGard receives review comments from Customer and makes final adjustments.	TBD
51. eTRAKiT Final Connection Validated	Customer validates the configuration settings for eTRAKiT portal.	SunGard provides remote assistance for eTRAKiT payment portal.	TBD
52. 5th Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Testing Checklists.	TBD
53. Final Delivery	Customer reviews final items submitted.	SunGard installs modified system.	TBD
54. Go Live Dry Run	Customer delivers data in preparation for Go Live.	SunGard develops a Go Live schedule for rehearsal with Customer prior to actual Go Live.	TBD
55. Testing Ends SIGN OFF	Customer approves final system before User Training commences.		TBD
56. Customer Support Transition Preparation		SunGard PM assembles materials necessary to transition the knowledge of the implementation to the SunGard Customer Support team	TBD
57. Customer Support Transition Call	Customer attends remote discussion with SunGard Customer Support team.	SunGard introduces Customer Support team along with expectations for using technical assistance after Go Live.	TBD
58. End User Training ONSITE	Customer provides meeting space and training computers for up to eight (8) staff.	SunGard provides training materials for onsite training.	2 weeks after Testing ends.
59. General System Administration Training ONSITE	Customer core users attend a mini System Administrator training session prior to Go Live.	SunGard conducts an accelerated System Admin session with core users for user privilege and general configuration management.	TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
60. Transition to Live	Customer provides final extract of historical data to SunGard.	SunGard converts data and loads onto Customer's server.	TBD
61. Go Live ONSITE	Customer Goes Live with TRAKiT and eTRAKiT.	SunGard provides Go Live support onsite.	February 25, 2017
62. Go-Live REVIEW	Customer reviews that SunGard has provided and committed to all project deliverables.	SunGard provides a letter detailing all project commitments.	45 days after completion of Go Live.
System Administrator / Report Writing Training	Customer provides System Administrators for training at a remote location.	SunGard trains Customer staff at any of the following locations & dates.	Date and location to be determined based on availability.

EXHIBIT 3

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

INSURANCE SUPPLEMENT

Insurance. SunGard will be covered at all times during the Order Term by such insurance as it deems adequate in its reasonable judgment, which shall in any event consist of not less than the following types and minimum amounts of coverage with a reputable insurance company(ies):

- a) commercial general liability insurance covering claims for personal injury and property damage, with limits of not less than US\$1,000,000 per occurrence;
- b) commercial crime coverage/fidelity bond insurance, with limits of not less than US\$1,000,000 per occurrence;
- c) workers compensation coverage as required by the statutes of the jurisdiction in which the services are being performed covering all Personnel employed by SunGard in the performance of their duties who are required to be covered by the statutes of the applicable jurisdiction; and
- d) errors and omissions insurance with a reputable insurance company, with limits of not less than US\$5,000,000 per occurrence and aggregate.

Upon the reasonable request of Customer, SunGard shall furnish Customer with a certificate of insurance naming the City of Groveland as an additional insured as specified in this Agreement. Maintenance of insurance as specified in this Agreement shall in no way be interpreted as relieving or increasing SunGard's responsibilities or liabilities under this Agreement; and SunGard may carry, at its own expense, such additional insurance as it deems necessary, including self-insurance.

ANNEX 1 - SPECIFIED CONFIGURATION

1. Hardware Requirements

The following are minimum hardware requirements to enable Customer to access the host site. These requirements do not take into account any local area network configuration or requirements, which are the responsibility of Customer.

1.1. Personal Computers

Each personal computer that will access the hosted environment should achieve the following minimum hardware/software requirements for access:

- 2.0 Ghz, 2 GB RAM with 4 GB hard disk storage available (more may be necessary if running several TRAKiT Windows concurrently)

****When configuring the PC, take into account any other software applications that may run concurrently with TRAKiT and increase the memory and storage accordingly.**

- Microsoft Windows Windows 7 (professional version recommended) operating system
- Microsoft Internet Explorer 10.0 or higher

Note: SunGard regularly updates a compatibility chart of what plug-in is recommended for each SunGard version.

- TCP/IP network connectivity configured and operational
- Monitor, (with minimum screen resolution of 1024 x 768), mouse and keyboard

Note: This version can be provided to you by SunGard

SunGard will not support any hardware that does not meet the minimum requirements

1.2. Customer Connectivity

Internet bandwidth is determined by the customer. It is based on Saturation level: a combination of connection speed, number of users on the system, size of files being accessed over the Internet, etc.

SunGard requires the following minimum setup:

- Minimum 1.5 MB Internet connection (T1 or other telecom provided service is preferred over cable or DSL)
Responsiveness is directly affected by connectivity selected.
- SunGard will provide a pre-configured Cisco router to establish a site to site VPN connection to the SunGard datacenter. The Customer is required to provide a technical resource to install and successfully test the VPN connection during implementation.
- Recommended redundant Internet connection in case the primary connection goes down.

1.3. Recommended Customer Hardware

An industry standard firewall used to protect the customer's internal network is required for connectivity into the SunGard Cloud Solutions network.

ANNEX 2 - SOLUTION AVAILABILITY AND SUPPORT

1. SunGard's Responsibilities

SunGard undertakes all responsibilities as outlined under Parts 1 and 2 of this Annex 2.

2. Customer Responsibilities

SunGard will not be liable for a failure to perform its responsibilities under this Annex 2 to the extent such failure is directly caused by the Customer not complying with its obligations under this Agreement.

- A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of SunGard in order to log faults and interact with support services.
- B. Customer may be asked to perform problem determination activities as suggested by SunGard. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.
- C. Customer is responsible for the training and organization of its staff.
- D. SunGard is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than SunGard (including its contractors, or third parties under SunGard's control). The Solution does not include development work on software not licensed from SunGard or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1 and Annex 3. Customer may request consulting and development work from SunGard as a separate billable service.
- E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with SunGard on all commercial matters related to the Solution.

3. Disagreement procedure

In case the parties are in disagreement as to whether SunGard has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

SunGard: Director of Operations (first level); VP of TRAKiT Division (escalation – 1st level); General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute under this Annex 2, the parties have a duty to continue fulfilling all their other obligations under this Agreement.

PART 1: SOLUTION AVAILABILITY AND HOSTING SERVICES

Hosted TRAKiT Standards Sheet

1. System Availability

The scheduled hours of availability for the Host Computer Systems are 24 hours per day Monday –Saturday. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time. There are special considerations for software updates and emergency situations; please reference Sections 3.3 and 3.4 (Maintenance and Upgrades) for details.

2. System Backups

SunGard will configure and monitor the status of backups of the Host Computer Systems, protecting the integrity and privacy of the Customer's data.

2.1. Night Processing

Specified processor-intensive jobs, as determined by SunGard, may be required to be run during the night processing time frame of 8 p.m. to 11:59 p.m. local time, to ensure that acceptable system performance standards are met. Examples of these jobs include such things as Utility Bill generation and Tax Notice generation. This is also to make sure the processes are finished before nightly backups occur.

2.2. Daily System Backups

Daily data backups begin between 12 a.m. – 5 a.m. (Customer local time) Monday through Friday. The majority start at midnight. These backups consist of all changed objects on the system (includes of all SunGard application data, program files, source files, and other necessary Customer data). The system will be available during the daily backup.

2.3. Weekly System Backups

Weekly system backups begin between 12 a.m. – 5 a.m. (Customer local time) on Sunday. A full Restricted State system backup is performed which saves the system in its entirety. These backups consist of all SunGard application data, program files, source files, and other necessary Customer data. In addition, the IBMi Operating System, Security, and Configuration Data will be backed up via a Restricted State backup. During this time access to the IBMi and its applications will not be available.

2.4. Restores

Individual Customer restores will be performed on an as needed basis taking into consideration both Customer and Host Computer Systems functionality, availability, and necessity.

2.5. Retention

Retention of the backups will be as follows: daily backups - 2 weeks, weekly backups - 1 month, monthly backups - 1 year, yearly backups - 3 years. All backup tapes will be rotated to a secure, off-site storage facility on a daily basis.

3. System Administration

SunGard will provide for system administration of the Host Computer Systems, including but not limited to:

3.1. System Monitoring

The Host Computer Systems will be monitored on a 24-hour basis through the use of automated monitoring software and/or hardware as selected by SunGard Public System operations to be monitored include:

- Subsystems - to ensure they are active, operational, and without pending errors messages.
- Job queues - to ensure they are active, operational, and attached to the correct subsystems.
- Critical system messages - Monitoring for hardware errors, system functionality errors, operating system errors, system integrity errors, etc.
- System and Network Information - Samples of system and network information to be monitored include:
 - DASD (Disk storage)
 - Total utilization
 - RAID protection
 - Drive failures
 - Disk drive error rates
 - CPU Utilization
 - Total number of jobs in the system

- System service starts and ends
- Backup completion
- Other pertinent system information as determined by SunGard.

3.2. System Maintenance

SunGard will provide all necessary Host Computer Systems and network maintenance as deemed appropriate and necessary by the System Administrator and/or associated staff.

3.3. Software Maintenance and Upgrades

Software maintenance and upgrades will be performed outside of each customer's standard business hours whenever possible. Emergency situations will be handled on a case-by-case basis in such a manner as to provide the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

All parties will have advanced notice of such upgrades and any emergency updates will have the customer's primary contact's approval before being done.

3.3.1. Intel

Intel server service packs, patches and updates shall be applied as necessary to ensure integrity of the system(s), system data and associated operating environment. Patches deemed critical in nature by SunGard of system/software vendors shall be applied as soon as possible to prevent system corruption, penetration, degradation etc.

3.3.2. SunGard Applications

Upgrades and updates to SunGard applications on both the IBMi and Intel platforms will be performed on scheduled dates during the year.

3.4. Hardware Maintenance and Upgrades

Hardware maintenance and upgrades will be performed outside of each customer's standard business hours whenever possible. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to hardware upgrades being performed.

3.5. System Security

System security values will be set to provide for system integrity and data security as deemed appropriate by SunGard. This will include such items as password length and makeup, change intervals, system security level, etc.

User profiles, with all object authority, job control and spool control, will be limited to the standard system security profile (QSECOFR), the SunGard System Administrator profiles. Additionally, for Private partitions only, these additional authorities may be given to a select few profiles, which will be determined by the client primary contact.

Customer user profiles will only have access to appropriate Customer data.

Security auditing will be enacted to provide for the ability to audit security violations, changes, etc., with periodic system security reviews conducted by SunGard.

Host site security will include implementation of an industry standard firewall, secure sockets layer, virtual private networks, IP address translation, and/or a combination thereof.

The primary contact and their assignees, will have the ability to reset user profiles for their users. There should be no more than 4 assignees.

For Private partitions only, printer writer access authorization will be limited to a select few profiles from the client.

For Private partitions only, command line access will be granted upon request.

3.6. Partner Third Party Software

SunGard has partnered with a number of third party vendors for purposes such as time & attendance, form printing, mapping, etc. For these third party vendors, SunGard will be responsible for the following:

- Initial loading of software
- Periodic upgrades/service packs
- Technical support for issues directly related to the IBMi Operating System.

4. Performance Analysis of Customer's Current SunGard Environment

A Customer's current environment will be reviewed prior to the Cloud Solution transition. Ideally Customers will transition to the hosted environment on the latest version of SunGard code. If a Customer is not on the latest version of SunGard code, the current environment will be reviewed to determine if it can handle an upgrade before transitioning to the hosted environment.

5. Host Site Performance

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time. "In network" is defined as any point between which the data packet enters the SunGard environment and subsequently departs the SunGard environment. Any point of communications outside of the SunGard protected network environment, shall be deemed as "out of network."

SunGard is not responsible for Internet connectivity and/or performance outside the internal SunGard host site infrastructure.

6. Standard TRAKiT Support

Telephone and Email support is available during normal operating hours between 5:00 AM to 5:00 PM (PST) Monday through Friday. Calls received out of office hours will be received by CRW's automated messaging system and best efforts will be made to take action to any after-hours requests. Emails received outside of normal operating hours will be collected, however, no action can be guaranteed until the next working day. SunGard is not responsible for Customer hardware, non-SunGard related software, Internet access, and/or connectivity issues. SunGard will provide guidance to Customer in obtaining technical support for on-site hardware and connectivity issues.

7. Data Input

The Solution will be operated by the Customer via workstations. These workstations will be connected to the Solution as set forth in the Specified Configuration.

8. Limitations

The support services described above expressly exclude services required to solve any problems caused by failure of equipment or software at Customer's site other than SunGard supplied equipment and/or software.

9. Responsibility for Customer Data Capture

As between SunGard and Customer, Customer has sole responsibility for the provision, completeness, validity, integrity, adequacy, accuracy and use of any Customer data used by the Solution. Errors or Solution failures as a result of erroneous entry of Customer data are not covered by support.

PART 2: ERROR CORRECTION

1. SunGard shall provide to Customer, during SunGard's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.
2. SunGard shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist SunGard in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by SunGard at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at SunGard's standard professional services rates. Customer must provide SunGard with such facilities, equipment and support as are reasonably necessary for SunGard to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by SunGard to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever SunGard determines, in its sole discretion, that such updates are necessary.

Support Standards

I. Support Hours: Hours During Which SunGard’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

II. Targeted Response Times.

“Notification” means a communication to SunGard’s help desk by means of: (i) SunGard’s web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard’s then-current policies and procedures for submitting such communications.

With respect to SunGard’s support obligations, SunGard will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard “Telephone Support” hour occurring after SunGard’s receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard’s Solution is not performing a process that has caused a complete work stoppage.	SunGard has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning SunGard’s Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a “Case number” is created when a) SunGard’s support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard’s online support portal, and b) when SunGard’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for SunGard staff and each session participant.*

ANNEX 3

PROJECT SCOPE OF WORK

Project Overview

The project will go through the following stages of Kick Off > Review > Configure > Test > Train > Go-Live and will have its own milestones as identified in the Project Milestone Schedule. Throughout all stages, the Customer's main point of contact at SunGard will be its Project Manager. Should the assigned project manager be unavailable, SunGard will provide an experienced Project Manager in place. The SunGard Project Manager will be responsible for the overall success on the SunGard side, and will coordinate SunGard resource tasks and schedule. As the Customer's primary contact, the SunGard Project Manager will be present for all regularly scheduled status calls. He/she will defer to other subject matter experts for data migration, training, etc. Any issues will be escalated to the Project Manager in the event that the Customer's needs are not being met.

In situations where Customer believes that the SunGard personnel provided are not qualified, Customer shall inform SunGard's General Manager and/or SunGard's Executive Vice President in writing to include some reason for their dissatisfaction. Possible remedies may include the replacement of the SunGard person providing the service and/or supplementing the person providing the training with another trainer.

Delivery Overview

- Data conversion from single land management database and the Permit Log 2015 system
- Create & Track Permits/ Code Enforcement Cases
- Automated and manual workflow
- Reports & letters
- Online web portal for permit visibility & inspection scheduling, including permit application or payment acceptance (eTRAKIT)
- Integration with financial application

Duties & Responsibilities of Customer

Customer will provide all information necessary for SunGard to establish the software's configuration, including but not limited to:

- (1) Current valuation and fee structures;
- (2) Current Permit and Case type designations and categories;
- (3) Examples of all current reports used by the Customer relating to business process management;
- (4) Any exceptions to the typical business processes, or any special lifecycle requirements.

The Customer will provide SunGard with access to Customer workstations for the purpose of SunGard deploying the acquired Software. Customer workstations must be compatible with software configurations requested by SunGard. SunGard may, at its discretion, provide a workstation to be deployed on the Customer's network for the purpose of demonstrating the configuration of the acquired Software.

The Customer will ensure and provide staff who will be trained in use of SunGard software will have sufficient basic knowledge of existing business processes and MS-Windows functions.

Customer understands that timely completion of the Project is dependent in significant part upon the timely cooperation of Customer in providing information to SunGard necessary to complete the project, including, but not limited to: (a) Data obtained from Customer's present system to be incorporated into the new SunGard software; and (b) information relative to desired letters/reports to be incorporated into the SunGard software.

Stages & Milestones

Each phase will follow its own project life cycle with its own project stages.

Kick Off / Review

Begins: Notice to proceed from Customer
Ends: Workbook completion and 3rd party integrations sign-off by Customer and SunGard and all data/documentation provided by Customer
Description: This stage of the project involves discussing and documenting how the business processes and systems will function. It will include meetings, both in person and remote, between the SunGard PM and Customer team. The Customer will fill out workbooks based on discussions and guidance from SunGard. The SunGard PM will be the Customer's main point of contact, and is responsible for the overall design of the system. SunGard's data migration team will work with Customer staff to map and document data to be migrated into TRAKIT.

During this stage of the project, SunGard will create a project plan. This project plan will outline tasks, SunGard resource roles, Customer resource roles, duration, dependencies and start/end dates throughout the project. It will be used to help the Customer plan its own internal task scheduling as well as provide shared visibility into timelines as the project progresses. SunGard will be responsible for updating the project plan each week following a status update call with the Customer.

Primary Responsibilities for Customer:

- Communicate project goals, value, schedule internally
- Assist in developing project schedule / milestone dates
- Purchase/install system infrastructure and provide appropriate access (VPN, etc.)
- Ensure that all appropriate subject matter experts participate in all relevant discussions
- Provide process flows, source data, and documentation in a timely manner
- Make informed business decisions in a timely manner
- Complete workbooks with assistance from SunGard
- Provide contact information for any relevant 3rd parties

Primary Responsibilities for SunGard:

- Conduct kick-off meeting with Customer.
- Install base software with demonstration data
- Creation and maintenance of shared project plan
- Organize and lead design sessions with Customer. As permitting consultant and expert on TRAKIT software, provide guidance on best practices, changes to increase efficiency, and challenge Customer's current processes and way of thinking.
- Document TRAKIT configuration requirements, functionality and workflow
- Document interface requirements/mappings
- Services to be provided do not include hardware

Configure

Begins: Workbook completion and 3rd party integrations sign-off by Customer and SunGard and all data/documentation provided by Customer.
Ends: Customer sign-off on Testing Begins letter.
Description: SunGard will be responsible for configuring TRAKIT, while the Customer will be responsible for coordinating any 3rd party vendors and developing any documentation required for system testing. All communication between the Customer and SunGard in this stage is anticipated to be done remotely. The SunGard PM will be the Customer's primary contact with other SunGard resources utilized as-needed.

Primary Responsibilities of Customer:

- Coordinate configuration / development of any 3rd party vendors
- Develop standard operating procedure (SOP) documentation

- Develop testing and training plan
- Participate in weekly status calls

Primary Responsibilities of SunGard:

- Perform agreed-upon configuration / data migration
- Coordinate additional information from Customer as needed
- Lead weekly status calls with Customer
- Maintain shared project plan

Test / Initial Training

Begins: Customer sign-off on receipt of Testing Begins letter.

Ends: Customer sign-off on Testing Ends Letter.

Description: This stage of the project will begin with a SunGard training expert coming onsite to perform Power User training with Customer staff. The Customer will then begin its testing process, notifying SunGard as issues / questions arise. There will be remote communication between the Customer and SunGard PM regarding issues and their resolution, with a shared portal so that all team members have visibility to the complete list. SunGard will provide revised delivery(s) for configuration and data integration as needed. During this stage, the Customer will also be testing integration with other 3rd party systems. The Customer will be responsible for communicating issues / resolution with all relevant vendors. The SunGard PM will remain the Customer's main point of contact, but this stage will likely see increased involvement from other SunGard team members for testing support.

Primary Responsibilities of Customer:

- Provide key staff availability and appropriate facilities for training and testing
- Execute all phases of testing plan, including 3rd party integration
- Provide constructive, detailed feedback to SunGard based on testing results
- Coordinate issues / resolution to 3rd party vendors
- Amend training plan / SOPs as needed
- Participate in weekly status calls
- Participate in system administration and report writing training at SunGard facilities in San Diego, CA
- Lead end-user training sessions

Primary Responsibilities of SunGard:

- User training for Power User Testing
- Assist Customer with questions / issues on as-needed basis
- Provide issue tracking portal for team member visibility to issues/status/resolution
- Provide iterative configuration / data migration deliveries based on testing feedback
- Lead weekly status calls with Customer
- Maintain shared project plan

Final Training / Go-Live

Begins: Customer sign-off on completed Testing Ends letter.

Ends: Customer sign-off of completed post go-live follow-up visit from SunGard and no outstanding systems issues

Description: This stage of the project involves using the system in production. The Customer and SunGard will agree upon a go-live week during which the Customer will cease use of current systems and will begin using TRAKIT for production use. Immediately prior to go-live, SunGard and the Customer will perform data migration from legacy system(s) into TRAKIT.

The Customer will begin production use of TRAKIT with the SunGard PM onsite for support. Although other SunGard team members will likely be involved with support tasks and the resolution of issues, the SunGard PM will continue to be the Customer's main point of contact throughout Go-Live until the system stabilizes and all issues are resolved. A follow-up visit is performed by the SunGard PM roughly 45 days after go-live. The purpose of this visit is to analyze system performance and usage by Customer staff, and to provide any suggestions or facilitate configuration changes that would improve attainment of the Customer's goals.

Primary Responsibilities of Customer:

- Coordinate historical data migration with SunGard
- Coordinate internal and external communication of Go-Live plan and potential business impacts
- Provide staff availability for end-user training
- Follow standard operating procedures
- Provide staff availability for rapid issue response
- Work collaboratively with SunGard team to rapidly solve any production issues as they occur

Primary Responsibilities of SunGard:

- Convert historical data prior to go live
- Provide onsite go-live support
- Work collaboratively with Customer team to rapidly solve any production issues as they occur
- Provide issue tracking portal for team member visibility to issues/status/resolution
- Lead weekly status calls with Customer
- Maintain shared project plan
- Perform follow-up visit
- Provide system administration training at SunGard facilities.

Deliverables

Upon the Order Execution Date, SunGard shall perform the following services:

A. On-Site attendance and participation in project meetings.

Meetings: Project kick-off meeting; business process reviews; software installation; database installation; project implementation meetings.

On Site Days: Customer changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

B. Deliver computer software (TRAKIT) and database structures for SQL/Server database.

Deliverable: Computer software; installation instructions; services to install software on Customer network; services to install SQL/Server database and tables. SunGard does not configure/install any hardware.

B.1. Provide eTRAKIT modules for web-based Citizen/Contractor permit processing.

Deliverable: Deliver modified eTRAKIT system to allow credit card payments to be processed through the National Payments Solutions (NPS) online credit card payment gateway methodology. Requires a separate web server hosting the ASP.NET pages to provide the following functions:

- (1) Pay fees using a credit card using National Payment Solutions (NPS.)
- (2) Includes one (1) standard Permit Form for online customers. Changes to permit form will incur an additional cost.
- (3) Request inspections as a Contractor or Citizen.
- (4) Review inspection, review, condition, fee statuses and updates.
- (5) Create user logins for citizens and/or contractor login.
- (6) Inspector login to change/input results.

- (7) Reviewer login to update review notes and status results.

Statement of Work:

1. When clicked, the "Pay with Credit Card" button on the eTRAKIT3 website will take the citizen directly to the NPS payment website.
2. Transmit the amount to collect and the receipt number from the eTRAKIT3 website to the NPS site payment page.
3. The interface will not capture or store any payment card information on or within the City's website or network environment.
4. The NPS site will auto-redirect back to eTRAKIT upon the successful conclusion of the payment transaction.
5. Once the citizen is returned to the City's eTRAKIT3 site, the customer will receive a real time 'payment successful' indicator that allows the customer to complete the balance of the transaction including the ability to print summary, view permits, print permit, and request/schedule an inspection as appropriate.

Note: Development or modifications are subject to cooperation and participation of the third party software provider/owner (NPS).

C. Provide data conversion services.

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing. SunGard does not guarantee the quality of the source data received, but makes reasonable effort to convert all data in the original source that it is provided.

Applies to: Land data from a single source, historical data in Permit Log 2015.

Customer will:

- (1) Provide to SunGard all tables and files that are necessary for historical data conversion.
- (2) Provide all necessary files and data to SunGard within thirty (30) days of project commencement date.
- (3) Sign off on Data Conversion Data Mapping Specification provided by SunGard.
 - a. While minor changes to this Specification are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the document, and that the conversion mapping and methodology is correct to the best of Customer's knowledge. Minor changes include:
 - i. Modifying translation logic for data sources that are included in this document;
 - ii. Converting tables/fields that were previously thought to be unnecessary for conversion, provided those data sources are included in the Specification.
 - b. Major changes will incur an additional cost. Major changes include:
 - i. Requirements to convert additional data sources;
 - ii. Modifications to structure of data sources, including field names or data types;
 - iii. Changes requested after the deadline for issue submission;
 - iv. Fundamental changes to conversion methodology as determined by SunGard.
- (4) Thoroughly test data converted by SunGard after each delivery (total of 4 deliveries), and report issues within the timeframes agreed in the Project Schedule. In the event that unplanned data conversion activities are required, then SunGard and Customer will mutually agree on an appropriate change in project cost.

D. Provide software training.

Customer to provide classroom space, workstations, and networked access to the server for all on-site classes at Customer facilities. If Customer does not have hardware for conducting training, then SunGard can provide onsite laptop labs for an additional cost.

- Deliverable: Provide System Administrator training for up to one (1) Customer staff during scheduled training at SunGard designated facilities. SunGard provides training guides and user manuals as part of training.
- Deliverable: Provide Report Writing training for up to one (1) Customer staff during scheduled training at SunGard designated facilities. SunGard provides training guides and user manuals as part of training.
- Deliverable: Conduct one (1) day of on-site, hands-on Power User training at Customer office. Class size is limited to eight (8) students per day.
- Deliverable: Conduct two (2) days of on-site, hands-on End User training at Customer office. Class size is limited to eight (8) students per day.

E. Provide Project Implementation services.

E.1 Custom forms, reports, and routines

Forms/reports must be identified no later than the beginning of the Testing Phase of project.

Deliverable: Provide standard Permit Form Library consisting of a standard Permit Form, Certificate of Occupancy, Receipt, Invoice, and Inspection Results Letter Provide standard Plan Corrections Library consisting of a standard Plan Correction Notice and a standard Planning Commission Staff Report.

Provide up to eight (8) hours of custom reports, as directed by Customer staff.

Deliverable: Installation of forms, fee tables, types, inspections, and valuation tables in TRAKIT database.

Deliverable: Data import specification (using standard TRAKIT import function) for monthly updates of assessor records.

Customer to provide information regarding fee formulas, usage, permit and project forms.

Customer agrees to provide all necessary custom report and custom form definitions to SunGard within thirty (30) days of project commencement date.

E.2 Deliver integration to financial system.

Deliverable: Customer to identify Financial application. SunGard will create a stored procedure/batch script routine to export financial details nightly from the TRAKIT system into an FTP portal for capture. A sample export routine with instructions must be provided to SunGard within 30 days of Order Execution Date.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	March 21, 2016
AGENDA ITEM:	Water Tower Logos
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	James Huish
DATE:	March 9, 2016

BACKGROUND: The Public Services Utilities Division has received a request to paint the City Logo on the City's two elevated water storage tanks and the new Sunshine Ground Storage Tank. The City received the attached "email" quote from Utility Service, Inc., who has a current contract with the City for tank rehabilitation services. The cost estimate for each elevated storage tank is \$8500.00 is for a 12'-14' logo and the cost for the ground storage tank is \$12,500 for a total of \$29,500. This is not funded in the current water tower budget.

STAFF RECOMMENDATION: Include in the FY 2017 budget cycle.

REVIEWED BY CITY MANAGER:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

"The city with a future, watch us grow!"

James Huish

From: McDaniel, Tim <tmcdaniel@utilityservice.com>
Sent: Tuesday, March 15, 2016 10:58 PM
To: James Huish
Cc: Nelson, Karl; Simpkins, Jeff; Behrsin, Wayne; Forrester, David; Hollon, Joni
Subject: Tank Painting

Mr. Huish,

It was great meeting with you today and I was certainly glad to contact you. to recap our conversation today,

1. I told you of the problem of the exterior coating,, blowing off with pressure washing,, that we have a policy of nothing going over aluminum except aluminum. In the beginning the City wanted the color change and Tnemec coating said they have an alkylid that would cover the aluminum. We used it in several areas 5 out of 6 failed within 4 to 5 years. Bottom line is what I was talking about we will paint the structure from the balcony down with aluminum, and above the balcony in white so your logo will pop when looking at the tank.

You agreed that it would look great and is actually one of our signature tanks colors, you drive up Hwy 75 in Fl or Ga, We are doing the same thing in Perry Fl right now.

There is going to be no extra charge to do this.

2. The concrete foundations that are cracking are not in structural jeopardy, they can be filled with hydraulic cement and recoated. This tank was built long before computers and although we do not take structural liability for the concrete, these foundation are 4 by 4ft at the top probably 8 ft to 10ft wide at the bottom with 4 to 5 ft. rebar being tied into the steel in the foundation. As I cannot say that for sure it is the case with the 2 tanks and foundations of same age that I have dismantled.

#. The logos will be \$8500 each tank except the GST because of the size, we will do that for ~~\$29,950~~^{\$12,500}, putting the 3 logos at ~~\$29,950~~^{\$12,500} for all three logos, which will be done at the same time the artist is there. Logos will not take place for 45 to 60 after coating to be sure paint is dry.

I have talked to our VP and he said we would add the GST logo in on the 2 Asset management tanks and allow us to break the cost over a five year period at no interest. The logos then become part of the Asset Management program.

After the five years the tanks would go back down to the normal base fee.

Your answer to this email will allow us to start the process, since emails are now legal documents, so if you can get me this back tomorrow, especially about the tank color we are good, if you need time for the logos, that is alright the email allows us to start. I would rather just do the 2 addendums for the tanks once the logos are decided on.

I cannot change the tank color on our conversation without your written ok.

I appreciate your time and would like to move forward as soon as possible, the aluminum and white will look awesome especially with the logos.

Thank you I look forward to hearing from you tomorrow.

Thank you,


Tim McDaniel
Water Systems Consultant
tmcdaniel@utilityservice.com
Water | Advanced Solutions

Cell: 386-451-9452
Office: 386-437-5320





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Ordinance 2016-03-08: Restrict Council From Taking Action During Public Comment

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker

DATE: March 16, 2016

BACKGROUND:

The attached ordinance, composed by the City Attorney, with input from the City Manager, sets forth the manner in which items may be placed on Council's meeting agenda and prohibits Council from taking action during public comment.

STAFF RECOMMENDATION: Approve Ordinance 2016-03-08

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-03-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, AMENDING SUBSECTION (E) IN SECTION 2-83 OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF GROVELAND TO RESTRICT COUNCIL FROM TAKING ACTION ON MATTERS BROUGHT FORWARD DURING PUBLIC COMMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the importance of its' residents participation in open meetings; and

WHEREAS, the City Council understands that its' residents desire to offer opinions and ideas, as well as to ask questions concerning City business; and

WHEREAS, it is important for the City Council of the City of Groveland to have sufficient information presented before taking action on an item;

WHEREAS, it is beneficial for City staff and Council to have time to review information, before being asked to respond to requests, make decisions or provide comments, and

WHEREAS, Council recognizes that placing an item on an agenda is not always necessary to perform the business of the City, but that it is not in the City's best interest to make decisions on matters brought forward during public comment because not all of the information to make a decision may be available, and staff may not have had time to sufficiently research matters of importance, and

WHEREAS, the City of Groveland wishes to restrict Council from taking action on matters brought forward during public comment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA AS FOLLOWS:

Section 1: Recitals The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this ordinance.

Section 2: Agenda, when to be prepared. That subsection 2-53(e) in Chapter 2 of the Code of Ordinances of the City of Groveland, is hereby amended to read:

- (e) **General Public requests or comments.** Requests by citizens or the public for information or items that otherwise involve obtaining a response from the City Council, or that otherwise originate from the public shall be placed on an agenda only by following one of the two procedures described in subsection (e)(1) and (2) of this section:
 - 1. Submit in writing to the City Manager a detailed description of the request, or item or topic. If the City Manager determines that the description is sufficient, the City Manager in its sole discretion may

schedule the request, item or topic on an agenda. If the City Manager determines that the description is insufficient, or if sufficient but determines that placement on an agenda is best decided by the City Council, the City Manager shall bring the written submittal to the City Council during the City Manager's report to obtain direction from Council as to placement on an agenda; or

2. Summit in writing or orally during public comment at a regular meeting for the purpose of City Council giving direction as to placement on an agenda. City Council shall not take immediate action on requests brought forward in this manner.

Notwithstanding the foregoing, nothing in this sub-section (e) requires that an item be placed on any agenda, or placed on the next scheduled agenda unless directed by City Council or at the discretion of the City Manager. However, nothing shall prevent the issue being raised during public comment at a regular meeting.

Section 3: Severability If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 4: Conflict All ordinances or parts of ordinances, resolutions or parts of resolutions, which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

Section 5: Codification It is the intent of the City Council of the City of Groveland that the provisions of this chapter shall become and made a part of the City of Groveland Code of Ordinances; and grants authority to the codifier to renumber or reletter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

Section 6: Effective Date

This Ordinance shall become effective immediately upon final adoption by the City Council of the City of Groveland.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this ___ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, FL

ATTEST:

City Clerk/Acting City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Award of audit services

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Finance Director

DATE: March 18, 2016

BACKGROUND:

The City issued a Request for Proposal for audit services in February 2016. We received four proposals. The selection committee met on March 17 at 2 p.m. at City Hall in a duly noticed public meeting to review and rank the proposals. While compensation was considered, it was not the sole determining factor. McDirmit Davis received the highest ranking and is hereby recommended by the committee.

STAFF RECOMMENDATION: Award audit services to McDirmit Davis

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Audit Services Evaluation

Sum

Please rank each category 1-5, 5 being the highest.

	McDermitt Davis	CliftonLarsonAllen	Wardlow & Cash	Carr Riggs & Ingram
Audit Firms				
Ability of Personnel	5	5	5	5
Experience Doing Municipal Audits	5	5	5	5
Ability to Furnish Required Services	5	5	5	5
Timeliness of Delivery of Audit	5	1	5	3
References	5	5	5	5
Audit Finding Strategies for Improvement	5	5	1	5
Pricing	4	3	4	4
TOTAL SCORE	34	28	29	32

TOP TWO FIRMS

1. McDermitt Davis
2. CI

Audit Services Evaluation

Willie

Please rank each category 1-5, 5 being the highest.

	McDermitt Davis	CliftonLarsonAllen	Wardlow & Cash	Carr Riggs & Ingram
Audit Firms				
Ability of Personnel	5	4	3	5
Experience Doing Municipal Audits	4	5	3	5
Ability to Furnish Required Services	5	4	3	5
Timeliness of Delivery of Audit	5	—	3	4
References	5	5	4	5
Audit Finding Strategies for Improvement				
Pricing	5	2	4	3
TOTAL SCORE	29	20	20	27

TOP TWO FIRMS

1. McDermitt Davis
2. Carr Riggs & Ingram

Audit Services Evaluation

The Grass

Please rank each category 1-5, 5 being the highest.

	Audit Firms	McDermitt Davis	CliftonLarsonAllen	Wardlow & Cash	Carr Riggs & Ingram
Ability of Personnel		5	4	4	5
Experience Doing Municipal Audits		5	5	5	5
Ability to Furnish Required Services		5	4	4	5
Timeliness of Delivery of Audit		5	1	4	4
References		5	5	4	5
Audit Finding Strategies for Improvement					
Pricing		5	4	4	4
TOTAL SCORE		30	23	25	28

TOP TWO FIRMS

1. McDermitt Davis
2. Carr Riggs & Ingram



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Agreement with Mr. Hassan

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 15, 2016

BACKGROUND:

Mr. Hassan recently purchased 308 S. Main Avenue also known as the Lake David Hotel. As of November 24th the total fines against the property are \$67,621.23.

At the March 7th City Council meeting Mr. Hassan has requested that the City forgive all fines and release the lien. These fines accrue daily and code enforcement liens can only be released after the property is brought into compliance.

Within 15 months Mr. Hassan shall obtain all necessary land use and zoning approvals for the development plan, obtain building permits, bring the property into compliance clearing all code violations, and keep the property taxes current.

Upon completion the City will forgive the fines and release the lien against the property.

STAFF RECOMMENDATION: Approve the Motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Record and Return to:
City of Groveland
Attn: Community Development Dept.
156 S. Lake Avenue
Groveland, FL 34736

**AGREEMENT BETWEEN CITY OF GROVELAND AND
MOHAMED HASSAN**

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of March, 2016, by and between **THE CITY OF GROVELAND, FLORIDA**, a Florida municipal corporation (hereafter called, the “**CITY**”) and **MOHAMED HASSAN**, (hereafter called, “**OWNER**”).

WHEREAS, the property located at 308 South Main Avenue, Groveland, more particularly described in **Exhibit A** attached hereto and incorporated herein, hereafter called the “**Property**”, has previously been brought before the Special Master for code violations; and

WHEREAS, the Special Master found the Property in violation of the City of Groveland Property Maintenance Code Chapter 108 – Unsafe Structures and Equipment, specifically Sections 108.1.1 – Unsafe Structures, 108.1.2 – Unsafe Equipment and 108.1.3 – Structure Unfit for Human Occupancy;

WHEREAS, as of November 24, 2015 the fines total \$67,000.00, and the outstanding costs awarded to the City by the Special Master, or other costs actually expended by the City in the code enforcement cases regarding the Property total \$621.23;

WHEREAS, the City of Groveland recorded a lien encumbering the Property which secure the fines as well as the costs; and

WHEREAS, the matter came before the City Council of the City of Groveland on March 21, 2016; and

WHEREAS, the City Council voted unanimously to settle the fines and costs assessed against the Property in the form of a lien in the manner described in this Agreement, according to the following terms and conditions, and the undersigned represent that they have the legal authority to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For a period of fifteen (15) months from the Effective Date of this Agreement, the CITY agrees not to pursue collection, file a lawsuit to foreclose the City's Code Enforcement liens on the Property or seek a monetary judgment for same provided OWNER fulfills each and every obligation stated in this agreement.

a. Within that period, OWNER shall:

- i. Obtain all necessary land use and zoning approvals for OWNER'S proposed development plan, if inconsistent with R-2 zoning.
- ii. Obtain all necessary permits and bring the Property into compliance clearing all code violations, including electrical, structural and life safety issues, and maintain compliance, which may include demolition at OWNER'S option; and
- iii. Keep the Property taxes current.

b. Upon completion of the requirements set forth in subsection a. above, the City will forgive the fines secured by the liens on the property, except that OWNER shall pay the hard costs expended by the City in the amount of \$621.23.

2. Upon the completion of the requirements set forth in subsections a. and b. above, the City will forgive all fines which have accrued on the Property subsequent to November 24, 2015, and will record a Release and Satisfaction of Lien in the public records of Lake County, Florida relating to document recorded on February 17, 2016, in Official Records Book 4741, Page 1771, in Official Records the Public Records of Lake County, Florida.

3. If OWNER fails to comply with terms of this Agreement, then this Agreement shall be null and void and the CITY shall have the right, but not the obligation, to immediately file a lawsuit to foreclose on the property and any other actions allowed by law.

4. Any and all previous agreements, whether in writing or not, relating to the matters in this agreement cease to be in force.

5. The Effective Date of this Agreement is March 21, 2016.

(Signature pages to follow)

IN WITNESS WHEREOF, this Agreement has been agreed to and executed by the undersigned.

WITNESSES:

(Signature of Witness)
PRINTED: _____

Mohamed Hassan

(Signature of Witness)
PRINTED: _____

Date

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments and oaths, personally appeared Mohamed Hassan, and presented _____ as identification and before me executed the foregoing Agreement, and acknowledged before me that he executed the same freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2016.

(NAME: Printed, Typed or Stamped)

Notary Public, State of Florida
My commission expires: _____

CITY OF GROVELAND, FLORIDA

BY: _____
Tim Loucks, Mayor

Attest:

Acting City Clerk/City Clerk

EXHIBIT A

GROVELAND E 150 FT. OF N 120 FT OF BLK Q, PB 2, PG 7, O.R. BK. 4711, PG 732.

Property Address: 308 South Main Avenue, Groveland, FL 34736



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 21, 2016

AGENDA ITEM: Addendum to Contract between City and Alpha Inspections, Inc.

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Anita Geraci-Carver, City Attorney

DATE: March 16, 2016

BACKGROUND: On January 19, 2016 City Council voted to renew the Agreement between the City and Alpha Inspections, Inc. for an additional one-year term, rather than waiting until 90 days prior to the Initial Term (October 1, 2014 – September 30, 2016) to decide. It was represented by Mr. Gerling at the meeting, that by committing to the renewal earlier Alpha Inspections, Inc. can begin to seek qualified inspector(s).

Since the Agreement provides that if a notice of termination is not provided, the Agreement automatically renews, an addendum is unnecessary. However, Alpha Inspections, Inc. has requested the renewal until September 30, 2017 be memorialized in the attached Addendum. There is no disadvantage in the City executing the Addendum.

STAFF RECOMMENDATION: Motion to Approve Addendum to Contract

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Addendum to Agreement Between the City of Groveland and Alpha Inspections Inc. for the Provision of Building Services

This Addendum, dated March __, 2016, constitutes a part of the Agreement Between the City of Groveland and Alpha Inspections Inc. for the Provision of Building Services, last dated September 2, 2014, (the "Agreement"). To the extent the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall control.

1. The Parties agree that the term of the Agreement shall renew for an additional one-year term as set forth in paragraph 8 of the Agreement. Therefore, the Agreement shall be in effect until September 30, 2017.
2. The terms of the Agreement remain in full force and effect, except as modified herein.
3. To facilitate execution, this Addendum may be executed in counterparts. It shall not be necessary that the signature of each party, or on behalf of each party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of each party, appear on at least one counterpart. All counterparts shall collectively constitute a single agreement.

Alpha Inspections, Inc.:

Jennifer Murphy, President

Date: _____

City of Groveland:

Tim Loucks, Mayor

Date: _____

Teresa Begley, City Clerk

Date: _____