

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, APRIL 4, 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

Presentation by SRT Communications on Preparations for July 4th Event

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 03-21-2016
- Approval of Workshop Minutes 03-21-2016

Old Business

New Business

1. Resolution 2016-04-07: Establishing a Process for City Council Review of and Input Into the City Council Regular Meeting Agenda
2. Award Engineering Design Services for Lower Floridian Well
3. Award Hydraulic Modeling Services
4. Award Gaffney Park Construction Management Services

5. Ordinance 2016-04-09: Adopting Amendment to ISBA – First Reading
6. Ordinance 2016-04-10: Defining a Consistent and Fair Lien Reduction Process – First Reading
7. Ordinance 2016-04-11: Council Participation Via Videoconferencing
8. Approve Lisa Cortese and Gwen Walker as Acting City Clerks
9. Discussion of \$10.50 Base Charge for Reclaimed Water/Water Rate Issue
10. Puryear Building Sound, Audio and Video Proposals

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 of 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.



City of
GROVELAND
Florida



July 4th
Celebration

at Lake David Park • Groveland
"Best Fireworks in South Lake County"

"Festival of Family, Fun and Fireworks"
Groveland July 4th Celebration 2016

Event Overview

Presented by SRT Communications & Marketing LLC

Event Goals

- Increase attendance.
- Share the rich heritage of Groveland with residents and surrounding communities.
- Create a memorable and authentic guest experience with unique entertainment offerings and activities for all ages.
- Build excitement and engage Groveland residents.

What's New

- Interactive Website (www.grovelandjuly4th.com)
- Information Booth
- Family Feud
- Expanded activities for youth
 - Game truck
 - Story Time
- Seminole Indians Spotlight
- Expanded engagement with Groveland residents
- Medical Tent

Entertainment and Activities

- Vintage Car Show
- Veterans Salute
- **Seminole Indians Spotlight**
- Live Music
- **Kids Zone**
- **Game Truck**
- **Family Feud**
- Firecracker Pageant
- Most Patriotic Dress Contest
- Beer Garden
- **Red White & Blue Pie Contest**
- Domino Tournament
- Watermelon Eating Contest
- Fireworks Show

Bolded items are new for 2016

Working on

- Vendor registration (*Vendor App complete and posted*)
- Entertainment
- Logistics planning
- Coordinating with Activity Experts
- Marketing and Communications
- Public Relations
- Website is LIVE www.grovelandjuly4th.com
- Insurance
- And so much more!

Q&A

For more information
www.grovelandjuly4th.com

City of Groveland
Minutes
City Council Meeting
Monday, March 21, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, March 21, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:10 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 Mike Radzik and the Invocation given by Vice Mayor Karen McMican.

Guest Speaker, Presentations and Proclamations

1. Proclamation – Anti-Bullying Proclamation
2. CRA Annual Report – Rodney Lucas, CRA Liaison
3. Economic Development Report – Rodney Lucas, Economic Development Manager

REPORTS

a. Council Members

- Council Member Mike Radzik attended the IEMO III class at FLC University on March 11th and 12th. On March 21st he completed a class on sexual harassment and violence in the workplace given by Red Vector, and forwarded the information to Christie Higdon/HR Manager for the City of Groveland as a possible training option/suggestion for city employees. On March 8th Mr. Radzik attended the Recreation Advisory Committee meeting and expressed his displeasure with the presentation done by IPSA. He indicated that the presentation that was brought before the CRA Board was different than the one presented to the RAC.

Mr. Radzik asked for a motion to disqualify IPSA and use CFC as the organization based on a conflicting presentation and misinformation presented at the March 8th RAC meeting Mayor Loucks asked the City Attorney if it was appropriate for a motion to be brought at this time. The city attorney advised that due to the Council not having heard from the CRA Board regarding this it may be wiser to wait and have a scheduled agenda item for the CRA Board.

No second was given.

- Council Member Dina Sweatt attended the Florida Redevelopment Meeting at FLC on March 10th. On March 11th and 12th Mrs. Sweatt attended the IEMO III class at FLC University. On March 21st she assisted Cherry Lake Tree Farm with their delivery of plants and trees for the Keep Lake Beautiful project at Groveland Elementary. Mrs. Sweatt will return tomorrow, March 22nd to plant the donated trees and plants and invited anyone who would like to also attend and volunteer their time.
- Vice Mayor Karen McMican attended a breakfast at the Living Well Fitness Center in South lake Hospital on March 16th a presentation was given presenting long range goals and future development for the hospital.

On March 18th Vice Mayor McMican attended a breakfast at the South Lake Chamber of Commerce. Following the breakfast, she met with the City Manager to discuss the upcoming “State of the City” at Trilogy scheduled for March 25th. Vice Mayor McMican invited the public to the “State of the City” Friday, March 25th from 2-4pm at the Magnolia House Trilogy.

- Council Member John Griffin asked Council to not ask his nurse questions with regards to how many times and/or days she comes to Mr. Griffins house and attends to him. He asked to please refrain from doing this.
- Mayor Tim Loucks attended the RAC meeting on March 8th. Mayor Loucks invited the public to the “State of the City” on March 25th and gave a brief description of the agenda. Mayor Loucks attended the Lake County Commissioners meeting on March 15th for a presentation for the Groveland Four Proclamation. Mayor Loucks and Commissioner Parks plan to meet with Governor Scott asking to pardon the men. On April 1th he will be attending a Heritage Festival in Leesburg. Mayor Loucks wanted to discuss a concern regarding a rumor that was brought to his attention. This was concerning an employee that was dismissed from the City while on probation for a sexual harassment complaint. The employee was rehired a few weeks later and the message the Mayor received was that the City Manager rehired the employee and that the employee was a relative of an owner of a company that Mr. Jones wife applied for employment. The Mayor explained that he had spoken with Mr. Jones regarding these allegations and that he would be bringing the issue up at tonight’s Council meeting.

Mr. Jones responded to these allegations explaining that there was no complaint, but that an inappropriate advance in the form of letter was given to a supervisor. At that time there was no warning and/or coaching given to the employee prior to the termination. He explained that every employee has the right to appeal in which this employee did.

b. City Manager

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

c. City Attorney

City Attorney, Anita Geraci-Carver updated the Council regarding the sale to West Villas LLC for the 30-acre site on Wilson Lake Parkway, the Council had agreed to extend the due diligence period which ended on March 10th she indicated they had submitted the remainder of the additional escrow deposit and she has placed in her trust account. They have decided to move forward with this project in which she asked for an update from them on submitting their approval application. Currently she is waiting for a response from their attorney.

d. Citizen Advisory Committee

Chairman George Rosario expressed his appreciation of the hard work of the Recreation Advisory Board. He reported that the annual report has been submitted.

CONSENT AGENDA

Approval of City Council Meeting Minutes 03-07-2016

*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 Special Meeting Minutes 02-23-2016

*Council Member John Griffin moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with all members present voting aye.*

OLD BUSINESS

1. Ordinance 2016-01-05 Preserve at Sunrise PUD – 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.

2. Ordinance 2016-03-07 Vacation of Right of Way - Second Reading

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

The motion was approved with all members present voting aye.

3. Ordinance 2015-11-31 Comprehensive Plan Amendment – Second Reading

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

The motion was approved with all members present voting aye.

NEW BUSINESS

4. Approve Addendum to Contract Between City and Alpha Inspections

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

The motion was approved with Council Members Sweatt, Radzik, Griffin and Mayor Loucks voting aye. Vice Mayor McMican voted nay.

5. Approve Continuing Service Agreement with SMW GeoSciences, Inc.

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

The motion was approved with all members present voting aye.

6. Approve RAC Recommendation Re: Gaffney Park Parking Lot

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

The motion was approved with all members present voting aye.

7. Approve Request for Transfer of Agreement Between City and Grindrod Development LLC Re: Code Enforcement of 824/826 Broad Street
No action taken. Direction was given to the City Attorney.

8. Approve Resolution 2016-03-04: Amend Resolution R87-04-04
Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with all members present voting aye.

Council Member John Griffin left the meeting at 9:10 p.m.

9. Approve Resolution 2016-03-05: Accepting Proposal of CenterState Bank
Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with all members present voting aye.

10. Approve Resolution 2016-03-06: Groveland Four
Vice Mayor Karen McMican moved to approve; seconded by Council Member Mike Radzik.
The motion was approved with all members present voting aye.

11. Authorization to enter into Five Year Agreement with SunGuard Public Sector for TrackiT
Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with all members present voting aye.

Mayor Tim Loucks called a ten-minute break at 9:20 p.m.
Mayor Tim Loucks resumed the Council meeting at 9:35 p.m.

12. Discuss Placing Logo on Pomelo Water Tower and Sunshine Ground Storage Tank
Council Member Dina Sweatt moved to approve staff to proceed with placing logos on the Sunshine Ground Storage tank and the elevated water storage tank at JT Memorial Park; seconded by Council Member Mike Radzik.
The motion was approved with all members present voting aye.

13. Ordinance 2016-03-08 Restrict Council from Taking Action on Matters Brought Forward During Public Comment
Council Member Mike Radzik moved to approve; seconded by Vice Mayor Karen McMican. Council Member Mike Radzik and Vice Mayor Karen McMican amended their motion to include in ordinance, to restrict Council from taking action on matters brought forward during public comment, announcements and City Council reports.

The motion was approved with all members present voting aye.

Consensus from Council to bring back a Resolution establishing an agenda review process with staff and Council in the form of a special meeting to be held on the Thursday before the regularly scheduled council meeting.

14. Approve Award of Audit Services McDirmit Davis

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

The motion was approved with all members present voting aye.

15. Approve Agreement Between Mohamed Hassan and the City of Groveland

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt. Both members agreed to amend their motion to include a non-transferable clause and an extension for 18 months' verses 15 months to bring property into compliance.

The motion was approved with all members present voting aye.

ANNOUNCEMENTS

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 10:55pm.

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Workshop Minutes
City Council
Monday, March 21, 2016

The Groveland City Council held a workshop on Monday, March 21, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:07pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. 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. Board Member John Griffin was absent.

AGENDA

1. Discussion of Council Member Absences

Council discussed bringing back a Resolution or Ordinance that addresses Council absences with the following suggestions:

- *If a Council member is able to be physically present but due to an illness and/or special needs the City will pay up to not to exceed \$180.00 for transportation for a Council member to and from a regular or special council meeting, city council workshop, or CRA meeting.*
- *If illness of a council members' immediate family member, then the council member can attend meeting via skype.*
- *Council member vacation would require advance notice, if none given then at the discretion of Council.*
- *Funeral of immediate family or extended family the council member then can attend via skype if he or she chooses to do so.*

Skype option would be pending additional system upgrades to existing sound system. Staff will look into additional costs for this option.

ADJOURNMENT

Chairman Tim Loucks adjourned the meeting at 6:45pm.



Attest:

Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 4, 2016

AGENDA ITEM: Resolution 2016-04-07: Establishing a Process for City Council Review of and Input Into the City Council Regular Meeting Agenda

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

PREPARED BY: Gwen Walker

DATE: March 30, 2016

BACKGROUND:

During the March 21, 2016 Council meeting, the need for Council to review the agenda prior to final publication was discussed. Resolution 2016-04-07 provides the guidelines for this meeting.

STAFF RECOMMENDATION: Approve

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

RESOLUTION 2016-04-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, ESTABLISHING A PROCESS FOR CITY COUNCIL REVIEW OF AND INPUT INTO THE CITY COUNCIL REGULAR MEETING AGENDA EXCLUDING LAND USE MATTERS; PROVIDING DIRECTIONS TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Groveland has adopted by ordinance regulations relating to council agendas and preparation of council agendas; and

WHEREAS, the Code allows for items to be placed on an agenda originating from city council direction; and

WHEREAS, the City Council desires to meet publically to review the draft agenda for regular City Council meetings with staff prior to the agenda being published;

WHEREAS, the City Council of the City of Groveland, Florida, has determined that it is in the public's best interest to adopt a process to allow for such review.

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

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. No later than the third business day preceding the day of the regular meeting, Council will hold a special council meeting for the purpose of reviewing with the City Manager and staff the draft agenda for the impending regular council meeting (the "Agenda Review Meeting"). At the Agenda Review Meeting City Council may give direction to the City Manager and staff to place an item on the agenda or remove an item from the draft agenda or to place an item on a future agenda. Excepted from this policy are any land use matters or other items which have specific notice and public hearing requirements. It is not the Council's intent to discuss the substance of the agenda item, but rather to have input on scheduling of items on the appropriate agenda for council consideration. No changes shall be made to the agenda once set by Council at the Agenda Review Meeting, unless an emergency matter as determined by the City Manager and Mayor.
3. In order for this process to be beneficial and accomplish the Council's intent, the City Manager is directed to have the draft agenda prepared and disseminated to the City Council 24 hours prior to the scheduled Agenda Review Meeting.
4. This resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Florida, this 4th day of April, 2016.

Tim Loucks, Mayor

ATTEST:



City Clerk/Acting City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____

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: April 4, 2016

AGENDA ITEM:	Engineering Design Services for Lower Floridan Well
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	James Huish
DATE:	March 23, 2016

BACKGROUND: The Public Services Utilities Water Division wishes to install a lower Floridan water well at the Palisades water plant site. We request approval to enter into a contract for professional engineering services as shown in the attached proposal submitted by Tetra Tech, Inc. in the amount of \$94,255.00. If approved, a contract for these services will be brought to Council for approval and signature at a later date. Funding for this project was included in the current Water Division budget.

STAFF RECOMMENDATION: Approve the proposal for engineering services submitted by Tetra tech, Inc.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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



February 26, 2016

Mr. James Huish
Public Services Director
City of Groveland
Groveland City Hall
156 S. Lake Ave.
Groveland, FL 34736

**Subject: City of Groveland
Proposal for Professional Engineering Services
Palisades Water Treatment Plant Lower Floridan Aquifer
Potable Water Supply Well**

Tt # 200BP Gen/Groveland

Dear Mr. Huish:

Tetra Tech is pleased to furnish this proposal for professional engineering services for the above-referenced project. A detailed scope of services, compensation summary, and project implementation schedule are attached.

We look forward to serving the City of Groveland on this project. If you should have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Tetra Tech

A handwritten signature in black ink, appearing to read 'Jon D. Fox'.

Jon D. Fox, P.E.
Vice President

Attachments

JDF/ab/Palisades WTP LFA Well/Huish_022616

Tetra Tech, Inc.
201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetrattech.com

ATTACHMENT "A"

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES PALISADES WATER TREATMENT PLANT LOWER FLORIDAN AQUIFER POTABLE WATER SUPPLY WELL

I. PROJECT OVERVIEW

The City of Groveland (City) currently holds consumptive use permit (CUP) #2913 which authorizes withdrawals from the Upper Floridan aquifer (UFA) from 5 wells within their service area: Sunshine Parkway WTP (Wells 1, 2, and 3), and Palisades WTP (Wells A and D). The City's CUP limits groundwater allocations from the existing wells to 0.553 million gallons per day (MGD) since 2013 as part of the Central Florida Coordination Area (CFCA) rules. Any demands above that allocation must be met by an alternative water supply.

The City has conducted water supply planning to identify long-term sources of supply and determined that an alternative water supply option available to the City is the Lower Floridan aquifer (LFA). Therefore, the City intends to construct and test one (1) new LFA production well at the Palisades Water Treatment Plant (WTP) site to meet future demands and to reduce reliance on existing UFA wells at the Palisades WTP.

With respect to designing the new LFA potable supply wells and obtaining site specific groundwater quality data, an exploratory test well program is proposed. Based on conversations with the SJRWMD staff and well construction information from nearby LFA wells, it is anticipated the depth to the top of the LFA is approximately 1,100 feet below land surface (bls) and that a suitable production zone is anticipated in the interval between 1,100 feet bls and 1,600 feet bls.

The construction and testing plan for the new LFA well anticipates a production casing diameter of approximately 16-inches. Construction of the well will include the installation of the surface casing to an approximate depth of 275 feet bls, followed by a 10- to 12-inch pilot borehole to an approximate depth of 1,600 feet bls. The pilot borehole will be used for drill-stem water quality testing to create a water quality profile, for geophysical and borehole video logging to identify the top of the LFA and productive intervals within the LFA, to identify intervals for packer testing to determine interval specific water quality, and for determination of the final casing depth and total well depth. The pilot borehole will be grouted back to total design depth after determination of the final well depth (if necessary), and the well will be completed as a test/production well. Step-drawdown testing and additional geophysical logging will be performed on the test/production well.

After construction and testing of the exploratory test/production well is completed and a suitable well design has been tested that confirms adequate water quality and yield are available from the LFA near the Palisades WTP, the City's CUP can be modified to include the new production well source from the LFA. Overall, the data collected during the

exploratory well program will provide hydrogeologic data to confirm the LFA as an alternative potable supply source and support the modification of the City's CUP to include a new LFA source production well.

This proposal is for professional engineering services associated with final design, survey, permitting, bidding, and construction administration services for the project described above. The services to be provided by Tetra Tech consist of the following work elements:

- A. Potable Well Site Screening
- B. Sanitary Setback Survey
- C. Final Design
- D. Permitting
- E. Bidding and Award
- F. Construction Administration
- G. Well Construction Observation

These phases are discussed in detail in the following sections.

II. SCOPE OF SERVICES

A. Potable Well Site Screening

1. Tetra Tech will perform preliminary screening of the proposed well site near the Palisades WTP site for siting of the new Lower Floridan aquifer (LFA) potable supply well. This will include a field visit to physically observe the proposed well site to determine if there are any visible sanitary hazards and regulatory setback constraints. The area screened will include one (1) proposed parcel of land for the potable supply well.
2. Tetra Tech will review published reports and database information from the United States Geological Survey (USGS), St. Johns River Water Management District (SJRWMD), and Florida Geological Survey (FGS), to identify any surface expressions of subsurface dissolution or subsurface collapse near the proposed well sites.
3. Upon completion of the potable well site screening, Tetra Tech will compile the data obtained and prepare a memorandum summarizing the findings and recommendations for siting of the potable supply well on the proposed site.

B. Sanitary Setback Survey

1. Perform planning-level site selection based on location of raw water lines, utilities corridors or utilities zoned parcels, setback requirements from known sanitary hazards based on State and local setbacks, predicted or estimated locations to minimize impacts on existing wells, and locations deemed convenient for future utilities operation and for drilling and testing access.

2. Establish all horizontal and vertical control for a topographical survey of each proposed well site based on Lake County datum and State Plane Feet East NAD83 Horizontal baseline control points.
3. Perform a visual inspection and topographic survey within a 200 ft radius beyond the staked location of the proposed potable supply well for identification of sanitary hazards that can impact placement of the well. The topographic survey shall consist of the horizontal location of all visible above-ground improvements and the above-ground location of markings indicating underground utilities as placed by the various utility companies and onsite sewage disposal systems as flagged by private property owners. In general, the following entities shall be shown and identified: existing manholes with inverts, existing property boundary/right-of-way limits, existing recorded easements, swales, utilities, structures, tree trunk and foliage outline for trees 4" in diameter and larger, foliage outlines, sidewalks, culverts, curbing, fences, driveways, valve boxes, utility poles, fire hydrants, utility boxes, utility markers, roadway (paved or unpaved), and any other structures within the survey limits defined previously.

C. Final Design

The final design will result in preparation of bid documents, engineering drawings and technical specifications, which will be reviewed two (2) times (90 and 100 percent stages) by the City staff prior to bidding. Design review meetings will be held following each submittal. The 90 percent submittal will include the bidding and contract requirements, technical specifications, and construction details or drawings, as required of the project. The 100 percent submittal will include updated documents from the 90 percent submittal and an opinion of construction cost. Three (3) sets of documents will be provided to City for each review. The tasks to be completed during this phase are summarized below:

1. The final design documents for construction and testing of one (1) LFA potable supply well will include, at a minimum, drill-stem water quality sampling and analysis, geophysical and video logging, aquifer performance testing, packer testing, and other miscellaneous items required to determine the water quality and capacity of the well.
2. Prepare construction drawings/details and specifications for the facilities described herein previously. Documents shall include drawings and specifications covering:
 - a. Prepare a comprehensive project manual that contains bidding, contract, and general requirements (Divisions 0 and 1) and to contain applicable technical specifications (Divisions 2-16) for competitive bidding. The project manual and its contents will be

formatted in accordance with the Construction Specification Institute (CSI) and will be prepared using Microsoft® Word.

- b. Drawings and/or details, as required to further define existing conditions and requirements of the project.
- c. Prepare a final opinion of construction cost based on previous bid tabulations, vender quotes and estimates provided by contractors.

D. Permitting

Tetra Tech will prepare an application for a temporary consumptive use permit (TCUP) with supporting documentation for submittal to the St. Johns River Water Management District (SJRWMD); coordinate and attend meetings necessary to obtain permits required for the project. Meetings between the City, Tetra Tech, and the SJRWMD, to expedite the permitting of the construction and testing of the well. Tetra Tech will also assist the Contractor with permit applications and supporting documentation to the SJRWMD and/or Lake County Health Department, and Florida Department of Environmental Protection (FDEP) as required to secure the well construction and generic discharge permits for construction of the test/production well. The City will be responsible for payment of all application fees. The following meetings and permit applications are anticipated:

- 1. Schedule and attend an initial meeting with SJRWMD and City, to discuss the permitting process, the information that the SJRWMD will require for permitting approval, and to discuss the design and testing of the test/production well.
- 2. SJRWMD Well Construction Permit. A Well Construction Permit must be obtained for well construction by the licensed well driller. Tetra Tech will assist by providing the well driller information needed to complete the application.
- 3. FDEP Generic Discharge Permit (GDP). A Generic Permit for discharge of groundwater from dewatering operations may be required for the discharge of water during construction and testing of the potable supply well. Tetra Tech will assist by preparing a letter request and supporting documentation for the GDP from the FDEP.

E. Bidding and Award

Upon authorization to proceed with the bidding and award phase of the project, Tetra Tech will complete the following tasks:

- 1. Provide one (1) copy of the Contract Documents (construction drawings and specifications) and any addenda which may be issued to bidding service

agencies, such as Dodge Reports. Additional sets required for bidding will be sold to bidders or others for a nominal fee approximately equal to the cost of printing and handling.

2. Tetra Tech will attend and conduct a preconstruction conference with the selected Contractor, subcontractors, regulatory agencies and City. Tetra Tech will prepare an agenda and will distribute meeting minutes.
3. Respond to any questions from bidders and prepare and prepare addenda as required to interpret, clarify or expand the bidding documents.
4. Review and evaluate the apparent low bidder's qualifications for undertaking the work and make recommendation for award of the contract.
5. Assist the City in obtaining the insurance certificates and other such submitted items required from the Contractor by the contract documents so that construction of the project can commence.
6. Prepare three (3) copies of the conformed set of contract documents for City and one (1) reproducible copy for the recommended Contractor.

F. Construction Administration

Upon award of the contract, Tetra Tech will assist the City with construction administration and shall complete the following tasks based on a construction duration of 200 calendar days (to final):

1. Prepare for and conduct a preconstruction conference with the selected Contractor, Subcontractors, and City and prepare minutes of the conference.
2. Prepare for and conduct four (4) monthly progress meetings and prepare minutes of the meetings. The site visits will observe the progress and quality of the construction and its general conformance to the Contract Documents. These site visits will be conducted following each progress meeting. The construction is anticipated to take 170 calendar days from notice to proceed until substantial completion.
3. Provide interpretation or clarification of the design documents when requested, review/evaluate and prepare change orders required for clarification or minor modification of the contract documents.
4. Review Contractor's testing plan for general conformance with the Contract Documents.

5. Review shop drawings and other required Contractor submittals up to two (2) times per submittal for general conformance with the Contract Documents.
6. Review the Contractor's application for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the City of the recommended payments to the Contractor.
7. Conduct a substantial completion site visit and develop a punch list of items to be corrected by the Contractor for each well. Conduct a final completion site visit to determine if the punch list items have been completed in accordance with the Contract Documents and if the Contractor's obligations are fulfilled there under, and recommend final payment to the Contractor.
8. Prepare one (1) copy of an electronic file of the record drawings for City incorporating those changes made during construction based on record information furnished by the Contractor.
9. Prepare a letter report summarizing the construction results of the testing of the potable well. The report shall include an as-built well drawings; well completion report; lithologic log; well efficiency and specific capacity results; sand and turbidity concentrations at design rate; and the water quality results.

G. Well Construction Observation

Project assumptions: Tetra Tech has assumed that one (1) LFA potable supply well will be constructed at the Palisades WTP site. Tetra Tech will provide a well site geologist for observation of the well construction at all critical stages of the construction and testing. Critical tasks include initial staking of the well, verifying prior to commencement of construction that the driller is at the staked location, setting and grouting of each casing string, and partial onsite time during drilling of pilot borehole to total depth, collection of drill-stem water quality samples, geophysical and borehole video logging, well development, aquifer performance testing, and coordinating site activities. The onsite construction observation will provide the City with assurance that the wells are constructed in accordance with the Contract Documents. The well-site geologist will provide well construction observation services for a total of up to 244 hours or 8 hours/day for the construction and testing of the wells listed above. The number of hours is based upon our well-site construction observation experience at similar programs with one (1) geologist at the well site. If the level of effort varies significantly from that which we have assumed, we will notify the City in writing and request direction before proceeding with additional services.

Tetra Tech staff (well-site geologist) will perform the following tasks during construction:

1. Inspect casing and other construction materials and confirm compliance with specifications.
2. Observe partial pilot borehole drilling, casing installation, and grouting of all well casings.
3. Observe partial collection by the Contractor of lithologic samples, logging samples and analyzing samples.
4. Observe the Contractor collecting partial drill-stem water quality samples for submittal to a certified laboratory by the Contractor. Tetra Tech staff will analyze duplicate samples for in-field analysis to expedite results.
5. Inspect testing equipment and observe installation of testing equipment (inflatable packer assembly, test pumps, pressure transducers, flow meters, etc.).
6. Observe up to two (2) packer tests at the potable supply well and analyze data to determine water quality at discreet (isolated) intervals.
7. Observe partial geophysical and video logging and analyzing data to determine production zone interval.
8. Observe partial well development and record rates and water quality sampling for well acceptance.
9. Observe specific capacity tests or step drawdown tests and analyze data to determine the yield of the proposed production zone at the well.
10. Testing and Data Analysis/Project Reporting
 - a. Analyze data collected from water quality testing, geophysical and video logging, and aquifer performance testing for the purpose of determining onsite aquifer and water quality parameters.
 - b. Prepare one (1) report summarizing the construction and results of the testing of the LFA potable supply well. The report shall include as-built well drawing; well completion report; lithologic logs; well efficiency and specific capacity results; sand and turbidity concentrations at design rate; and all laboratory and field water quality results.

III. COMPENSATION SUMMARY

The total compensation billed on a time and material basis for the Scope of Services described in Section II is summarized below:

Phase	Total
A. Potable Well Site Screening	\$ 2,870.00
B. Sanitary Setback Survey	\$ 3,135.00
C. Final Design	\$ 14,475.00
D. Permitting	\$ 2,640.00
E. Bidding and Award	\$ 3,500.00
F. Construction Administration	\$ 20,190.00
G. Well Construction Observation	\$ 43,155.00
H. Reimbursables	\$ 4,290.00
Total T&M Fee	\$94,255.00

IV. SCHEDULE

The proposed project schedule for completion of the Scope of Services described in Section II is anticipated to be as follows:

Task	Calendar Days from Notice to Proceed
A. Potable Well Site Screening/SJRWMD Permitting	30
B. 90% Design Submittal	60
C. City Review	75
D. 100% Design Submittal/Sanitary Setback Survey	110
E. City Review	125
F. Bid and Award	170
G. Construction	340



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 4, 2016

AGENDA ITEM: Hydraulic Modeling Services

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

PREPARED BY: James Huish

DATE: March 23, 2016

BACKGROUND: The Public Services Utilities Wastewater Division is experiencing hydraulic issues with high head pressure conditions in the force mains and pumping capacity issues with the lift stations in the wastewater collection system along the Wilson Lake Pkwy corridor. The Public Services department received the attached proposal/agreement for hydraulic modeling of this wastewater collection system from BESH Engineering in the amount of \$13,600.00. Funding for this modeling was included in the current budget. We are requesting approval of this proposal/agreement.

STAFF RECOMMENDATION: Approve the proposal/agreement for hydraulic modeling submitted by BESH .

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

**CIVIL ENGINEERING AND SURVEYING SERVICES
PROPOSAL/AGREEMENT**

FOR

**CITY OF GROVELAND
FORCE MAIN HYDRAULIC MODELING
SUNSHINE WWTP COLLECTION SYSTEM**

ENGINEERS:

Robert A. Ern, Jr., P.E., Principal
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
350 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
ern@besandh.com

CLIENT:

James Huish, Director of Public Serv.
CITY OF GROVELAND
1198 Sampey Road
Groveland, Florida 34736
(352) 429-0227 - Phone
james.huish@groveland-fl.gov

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

Project Understanding:

The City of Groveland desires to have the force main system beginning in the Estates of Cherry Lake community to the south of the Sunshine WWTP modeled in order to evaluate the existing flow and pressure conditions in that portion of the system. The results of the model will also serve to assist the City in determining available capacity within the existing capital force mains as well as determining potential upgrades to existing lift stations along the pipe route. The existing gravity sewer systems feeding each lift station will not be modeled, and are assumed to be operating properly. The City of Groveland will provide BESH with the existing lift station designs for each existing station prior to beginning work.

Scope of Services:

To provide hydraulic modeling of the City's force main system to the south of the Sunshine WWTP. This includes approximately 8 existing lift stations on the north end of town. The modeling will be conducted utilizing the Bentley Software SewerCAD hydraulic modeling software, specifically designed for wastewater system modeling. Final product will be a hydraulic modeling report summarizing the findings, as well as an electronic copy of the output tables. BESH's scope of services include the following tasks:

TASK I HYDRAULIC MODEL

BESH shall prepare a hydraulic model of approximately eight existing lift stations, and the related force mains serving the Sunshine WWTP in the area of Cherry Lake Estates. The existing stations to be modeled are all located to the south of the WWTP. The modeling will utilize the SewerCAD hydraulic modeling software. The modeling will identify existing operating conditions within the system and assist the City in determining existing capacity in said system. The modeling will include existing conditions, as well as recommendations for upgrades to existing pump stations. Final deliverable will be a brief report documenting the outcome of the modeling, along with output reports from the SewerCAD modeling with associated maps.

FEE: \$13,600.00

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

SUMMARY FEE SCHEDULE

TASK I	\$ 13,600.00
TOTAL	\$ 13,600.00

Owner Responsibilities:

The Owner shall provide the following information for use by BESH in preparing the construction documents and calculations:

- As-built information on the existing lift stations, wet well diameters and depths, pump curves, and force main data, and electrical/controls systems. This includes both City owned stations, as well as privately owned stations feeding into the system.
- Gravity collection system information for each station.

Does not include:

- Gravity collection system modeling

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

**HOURLY RATE SCHEDULE
(2016)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL ENGINEER	\$135.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$100.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$115.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
SURVEY TECHNICIAN III	\$35.00/HOUR
TITLE RESEARCHER	\$115.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.10
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$0.25
8 ½ x 14.....\$0.25
11 x 17.....\$0.45

Other Printing Services

24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$30.00

Other Services

Fax/Scan.....\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$11.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **The City of Groveland** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

If for any cause, a party shall default in the performance of any of the material covenants, agreements, terms, conditions or stipulations of this Agreement and shall fail to cure such default within ten (10) calendar days after receiving written notice of such default from the non-defaulting party, the non-defaulting party will thereupon have the right to terminate this Agreement upon providing the defaulting party no less than thirty (30) calendar days prior to the effective date of termination written notice of its intent to terminate (such thirty calendar day period to commence upon the defaulting party's receipt of such notice).

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all additional services requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client and BESH must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services and Client is required to pay for the revised scope of services.

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Payment shall be made in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL.

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on either party unless made in writing and duly executed by an authorized representative of the parties.

D. WAIVER:

The failure of either party to enforce any provision of this Agreement or to exercise any right accruing through the default of the other party hereunder, shall not constitute a waiver of any other rights of the party with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not. In the event that Client retains the services of an attorney to enforce the terms of the Agreement, Client shall be entitled to recover from BESH all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

PROJECT: City of Groveland Force Main Hydraulic Modeling, Sunshine WWTP Collection System
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: March 22, 2016

AUTHORIZATION TO PROCEED

**PROPOSAL FOR ENGINEERING & PERMITTING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2016.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By:

Robert A. Ern, Jr., P.E.

By:

Title:

Principal

Title:



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 4, 2016

AGENDA ITEM: Gaffney Park Construction Management Services

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

PREPARED BY: James Huish

DATE: March 23, 2016

BACKGROUND: The Public Services Parks and Recreation Division requests approval of the attached proposal for Professional Engineering Services and to enter into a contract for construction phase management services in the amount of \$24,320.00 as described in the proposal submitted by AMEC Foster Wheeler. Funding was included in the current Parks and Rec. budget.

STAFF RECOMMENDATION: Approve the Proposal for Engineering Construction Management Services submitted by AMEC Foster Wheeler.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

March 17, 2016



Mr. James Huish
Director of Public Services
City of Groveland
1198 Sampey Road
Groveland, Florida 34736

VIA EMAIL: james.huish@groveland-fl.gov

Re: Proposal for Professional Engineering Services
Gaffney Memorial Park
Construction Phase Services
Amec Foster Wheeler Project No. 600380.4

Mr. Huish:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler), is pleased to submit this proposal to the City of Groveland (City) for Professional Engineering Services for construction phase services associated with the Ronald Sefton Gaffney Memorial Park project. This proposal provides an overview of the civil engineering services to be provided by Amec Foster Wheeler.

GENERAL PROJECT INFORMATION

A portion of the Eagle Pointe residential subdivision was dedicated to the City of Groveland in 2011 as part of the development's park land in lieu of recreation impact fees. Amec Foster Wheeler began working with the City on this project in 2013 with the preparation of a conceptual site plan. The park plan has since been expanded to include an additional park land dedication from the adjacent Cypress Oaks residential development. The proposed park includes fenced areas for large and small dogs, a parking lot, restroom building, grassed trail network, and future pavilions. Design and permitting has been completed for the park, allowing the construction phase to begin.

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE ENGINEERING SERVICES

Amec Foster Wheeler will assist the City during the bid phase of the project. Amec Foster Wheeler will prepare a Project Manual to be included in the advertisement for bids. The Project Manual will be based on Engineers Joint Contract Documents Committee (EJCDC) standard contract documents and general conditions unless the standard sections are to be replaced with documents provided by the City. Amec Foster Wheeler will prepare an agenda, conduct the pre-bid conference, and provide a summary to of the meeting to the City. Amec Foster Wheeler will

Amec Foster Wheeler Environment & Infrastructure, Inc.
2000 E. Edgewood Drive, Ste 215
Lakeland, Florida 33803
Tel (863) 667-2345
Fax (863) 667-2662

www.amecfw.com

address technical questions from prospective bidders and assist the City in the preparation of bid addenda. Amec Foster Wheeler will conduct the bid opening meeting and review the received bids for completeness. Amec Foster Wheeler will provide a bid review summary to the City. Amec Foster Wheeler will attend the City Council meeting regarding the award of the construction contract.

Amec Foster Wheeler will assist the City during the construction phase of the project. Amec Foster Wheeler will attend the pre-construction meeting with the selected construction contractor to review the construction schedule and address any concerns that either the City or the construction contractor may have.

Throughout the construction phase, technical questions regarding the engineering will be addressed. Answers will be provided to the City to be incorporated into Request for Information (RFI) responses, as applicable.

If necessary, Amec Foster Wheeler will review alternate construction methods and substitute products as proposed by the construction contractor. Reviews will be performed in accordance with the standard general conditions of the agreement between the City and the construction contractor. Amec Foster Wheeler will review shop drawings submittals as provided by the contractor.

Amec Foster Wheeler will make regular site visits to observe construction during the construction process. An average of one site visit per week is anticipated throughout the anticipated construction schedule of approximately eight weeks. Full time construction engineering and inspection services are not proposed under this scope. Amec Foster Wheeler will address construction concerns and bring them to the City's attention immediately. Amec Foster Wheeler staff will assist the City in the review of construction contractor payment applications. Amec Foster Wheeler will review the contractor-provided as-built drawings and inspection reports. Based on Amec Foster Wheeler's construction observations and the contractor-provided as-built drawing, Amec Foster Wheeler will coordinate with the St Johns River Water Management District to request the Environmental Resource Permit is transferred to the operation phase. Amec Foster Wheeler will not be providing certification for the construction related activities such as craftsmanship of work completed, material control, or adherence to specifications.

Amec Foster Wheeler will conduct monthly progress meetings with the City and the construction contractor throughout the duration of the construction phase. Amec Foster Wheeler will prepare progress meeting agendas and summaries. Amec Foster Wheeler will review contractor change order requests and provide recommendations, if applicable.

TASK 2 – CONSTRUCTION PHASE ENVIRONMENTAL SERVICES

Amec Foster Wheeler will provide gopher tortoise permitting and relocating services for the burrows that will be directly impacted by the construction activities and those located within the dog park area. This includes a burrow survey, FWC permitting, excavation of the burrows and relocation of the tortoises to an approved recipient site. This task assumes that an off-site relocation type permit will be required. Efforts will be made to first request an on-site relocation permit to reduce costs to the City. This task also assumes that the selected contractor will install silt fencing around the work areas to exclude tortoises from re-entering the construction area prior to relocation efforts. Amec Foster Wheeler will also conduct a burrow survey of the passive recreation areas of the park to ensure that the proposed trail will not impact tortoises. This will include field adjustments to the trail alignment.

A coverboard survey for Florida sand skinks is currently being conducted. Amec Foster Wheeler will provide assistance to the City for permitting impacts and securing mitigation bank credits to offset those impacts. Amec Foster Wheeler will then also provide a qualified biologist to be present during fence installation to ensure this species is not negatively impacted beyond the direct impact areas.

All permit fees, conservation fees, recipient site fees, and mitigation bank costs shall be paid by the City.

BUDGET ESTIMATE

The project will be billed on a cost-plus basis with a not to exceed fee of **\$24,320** based on the estimated Task 1 and 2 fees summarized below:

- Task 1 - \$11,940
- Task 2 - \$12,380

PROJECT UNDERSTANDING

The following services can be provided by Amec Foster Wheeler, if authorized, but are not included in this proposal:

- As-Built Survey
- Construction Materials Testing
- Meetings not specifically described in the Scope of Services

This proposal is valid for a period of 30 days. The terms and conditions of the Continuing Services Contract between the City of Groveland and AMEC Environment & Infrastructure, Inc. (Amec Foster Wheeler), dated February 2, 2015 are incorporated by reference. We appreciate this opportunity to work with the City of Groveland. If you have any questions please do not hesitate to contact us at 863-667-2345.

Sincerely,



Mark J. Frederick, P.E., CFM
Project Manager

MJF/MDP/tjm



Michael D. Phelps, P.E.
Office Manager



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 4, 2016

AGENDA ITEM: Ordinance 2016-04-09 Adopting Amendment to ISBA

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 23, 2016

BACKGROUND: In 2013 the City of Groveland, City of Clermont, Town of Howey-in the Hills, City of Leesburg, City of Mascotte, City of Minneola, and Lake County, entered into an Interlocal Service Boundary Agreement (“ISBA”). The ISBA included lists of properties (B-1 and B-2) that could be annexed immediately, and properties that could be annexed once a fire services agreement was adopted. Finally, the ISBA allowed annexation of properties outside of B-1 and B-2, provided that the County gave written consent and the City demonstrated a direct link between the annexation and job creation or other economic activity other than residential construction. The City thereafter entered into a separate, twenty year agreement with Lake County for provision of automatic aid to one another for fire and emergency services.

Last year a property owner proposed annexing into the City, however, it was prohibited by the ISBA as the property was not specifically listed in B-1 and B-2 and would not have met the economic development criteria. There was language to support annexation in the City’s fire services agreement with Lake County. One City Attorney raised the issue that the fire services agreement was not approved by all the ISBA parties, and that to allow the ISBA needed to be amended.

The City requested an amendment. The Amendment expands the City’s annexation abilities under the Agreement, and permits Groveland to annex lands noncontiguous to its boundaries, with the consent of the property owner(s), and provided that City meets one of two conditions regarding the provision of central water and/or sewer service to the annexing property. The two conditions are:

1. The property is presently being served water and/or sewer. OR
2. At the same time as annexation, the City and property owner enter into an utility agreement requiring connection to either the City’s water or sewer utility system, or both if required by the City’s comprehensive plan. The utility agreement must also provide that if connection is only to one utility (water or sewer) at the time

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of development, the property must connect to the remaining utility when available.

The Amendment also incorporates the Fire Services Agreement into the ISBA, as opposed to a separate document.

City Staff has reviewed the language and is in agreement with the revisions, and inclusion of the Fire Services Agreement into the ISBA.

STAFF RECOMMENDATION: Motion to Approve Amendment to ISBA

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

ORDINANCE 2016-04-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, ADOPTING AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2013 the City of Groveland, City of Clermont, Town of Howey-in the Hills, City of Leesburg, City of Mascotte, City of Minneola, and Lake County, entered into an Interlocal Service Boundary Agreement (“ISBA”) pursuant to §171.203, *Florida Statutes*; and

WHEREAS, subsequent to the parties entering into the ISBA Groveland entered into a separate, twenty year agreement with Lake County for provision of automatic aid to one another for fire and emergency services; and

WHEREAS, accordingly, Cities and County wish to amend the Agreement as to Groveland, in order to expand Groveland’s annexation abilities under the Agreement, and permit Groveland to annex lands noncontiguous to its boundaries, with the consent of the property owner(s), and provided that Groveland meets one of two conditions regarding the provision of central water and/or sewer service to the annexing property

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*; and

WHEREAS, the City Council of the City of Groveland finds that the benefits of intergovernmental communications and coordination will accrue to all parties of the ISBA; and

WHEREAS, the City Council of the City of Groveland has determined that the best interests of its citizens would be served by adopting the Amendment to ISBA; and

WHEREAS, the City may enter into the Amendment to ISBA pursuant to the authority of Article VIII of the Florida Constitution and Chapters 163.3177, 166.021 and 171.203, *Florida Statutes* (2016).

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

SECTION ONE: 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 TWO: The City Council hereby adopts the Amendment to Interlocal Service Boundary Agreement between the City of Groveland, City of Clermont, Town of Howey-

in the Hills, City of Leesburg, City of Mascotte, City of Minneola, and Lake County attached hereto and incorporated herein as **Exhibit "A"** which shall be kept on file in the office of the City Clerk.

SECTION THREE: Effective Date. This Ordinance shall take effect immediately upon final adoption by the City Council of the City of Groveland, Florida subject to approval by all parties to the Agreement.

PASSED AND DULY ADOPTED by the City of Groveland, Lake County, Florida this _____ day of _____, 2016.

Attest:



Tim Loucks, Mayor

City Clerk/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		

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2

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**AMENDMENT TO INTERLOCAL
SERVICE BOUNDARY AGREEMENT
BETWEEN**

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7

8

9

**The City of Groveland, City of Clermont,
Town of Howey-in-the-Hills,
City of Leesburg, City of Mascotte,
City of Minneola, and Lake County**

10

11

AS TO THE CITY OF GROVELAND

12

13

14

15

1 **AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT**
2 **BETWEEN THE CITY OF GROVELAND, CITY OF CLERMONT, TOWN**
3 **OF HOWEY-IN-THE-HILLS, CITY OF LEESBURG, CITY OF**
4 **MASCOTTE, CITY OF MINNEOLA, AND LAKE COUNTY**
5 **AS TO THE CITY OF GROVELAND**
6

7 This Amendment to the Interlocal Service Boundary Agreement as to the City of
8 GROVELAND is made by and between the Cities of GROVELAND, CLERMONT,
9 LEESBURG, MASCOTTE, and MINNEOLA, and TOWN OF HOWEY-IN-THE-HILLS, all of
10 which are Florida municipalities (collectively referred to as “Cities” and individually as
11 “Mascotte”, “Groveland”, “Clermont”, “Minneola”, “Howey-in-the-Hills”, and “Leesburg”), and
12 Lake County, a political subdivision of the State of Florida (the “County”).

13 **WITNESSETH**
14

15 **WHEREAS**, Florida municipalities possess Municipal Home Rule Powers pursuant to
16 Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*.

17 **WHEREAS**, the County possesses Home Rule powers pursuant to Article VIII, Section
18 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*.

19 **WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969,
20 Section 163.01, *Florida Statutes*, is to “permit local governmental units to make the most
21 efficient use of their powers by enabling them to cooperate with other localities on a basis of
22 mutual advantage and thereby to provide services and facilities in a manner and pursuant to
23 forms of governmental organization that will accord best with geographic, economic, population,
24 and other factors influencing the needs and development of local communities.”

25 **WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act
26 Section 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to
27 provide services to residents and property in the most efficient and effective manner while
28 balancing the needs and desires of the community.” It is also intended to provide “a more
29 flexible process for adjusting municipal boundaries and to address a wider range of the effects of
30 annexation” . . . “to encourage intergovernmental coordination in planning, service delivery, and
31 boundary adjustments and to reduce intergovernmental conflicts and litigation between local
32 governments” . . . “to promote sensible boundaries that reduce the costs of local governments,
33 avoid duplicating local services, and increase political transparency and accountability” . . . and
34 “to prevent inefficient service delivery and an insufficient tax base to support the delivery of
35 those services.”

36 **WHEREAS**, in 2013, Cities and County entered into an Interlocal Service Boundary
37 Agreement (the “Agreement”), in order to specifically identify lands deemed logical for future
38 annexations into Cities and land to remain unincorporated (“Unincorporated Service Area”).

1 **WHEREAS**, subsequent to the parties entering into the Agreement, Groveland entered
2 into a separate, twenty year agreement with County for provision of automatic aid to one another
3 for fire and emergency services; and

4 **WHEREAS**, accordingly, Cities and County wish to amend the Agreement as to
5 Groveland, in order to expand Groveland’s annexation abilities under the Agreement, and permit
6 Groveland to annex lands noncontiguous to its boundaries, with the consent of the property
7 owner(s), and provided that Groveland meets one of two conditions regarding the provision of
8 central water and/or sewer service to the annexing property.

9 **WHEREAS**, Cities and County find that the benefits of intergovernmental
10 communications and coordination will accrue to all Parties.

11 **WHEREAS**, this Amendment to the Agreement is entered into pursuant to the authority
12 of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203,
13 190.011, *Florida Statutes* (2015).

14 **NOW THEREFORE**, in consideration of the mutual covenants set forth herein and in
15 the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree
16 to amend the Agreement as to Groveland as follows:

17 1. **RECITALS**. The above recitals are true and correct and, by this reference, are hereby
18 incorporated into and made an integral part of this Amendment to the Agreement.

19
20 2. **AMENDMENT TO PARAGRAPH 3, “ANNEXATIONS”, AS TO GROVELAND**.
21 Paragraph 3 of the Agreement, entitled “Annexations”, is hereby deleted and replaced with the
22 following as to the City of Groveland only:

23
24 The following shall govern any annexations by Groveland that occur within the Interlocal
25 Service Agreement Boundary as displayed on **Exhibit A** to the Agreement.

26
27 a. **Designated Municipal Areas**. Areas on the map which are not designated as
28 unincorporated areas are attributed as future annexation areas for individual
29 Cities. No part of an area which is designated as a future annexation area for one
30 City shall be annexed by any other City for the duration of this agreement, unless
31 the City which was designated to annex that area and the Board of County
32 Commissioners consent to such specific annexation in writing.

33
34 b. **Annexations Within Designated Municipal Areas**. Annexations by Groveland
35 within Groveland’s designated municipal area shall be subject to the following:
36

1 i. Part I Chapter 171, Florida Statutes. City shall be entitled to annex any
2 property in a manner which is consistent with Part I, Chapter 171, *Florida*
3 *Statutes.*

4
5 ii. Enclaves. Pursuant to §171.046, *Florida Statutes*, County hereby
6 consents to the annexation of any enclave or the creation of any enclave
7 which is the result of an annexation, so long as City agrees to provide
8 services to such enclave, and the City holds public hearing prior to such
9 annexation where the owners of all properties within the enclave are given
10 written, first class mail notice, and an opportunity to comment publicly at
11 such meeting.

12
13 iii. Annexation of Properties Which Do Not Meet Part I, Chapter 171,
14 *Florida Statutes.* County hereby consents to the annexation by Groveland
15 of any non-contiguous real property in the unincorporated area within the
16 Interlocal Service Boundary Area as depicted in **Exhibit A** to the
17 Agreement, provided that the property owner(s) consent to the annexation,
18 and the subject property to be annexed is:

- 19
20 a. Presently served by City water and/or sewer utilities; or
21 b. Subject to a concurrent water and sewer utility agreement that the
22 property owner/developer has entered into at the time of
23 annexation, requiring connection to either the City's water or
24 sewer utility system, or both if required by the City's
25 comprehensive plan, and provided further that the City shall not
26 approve any development, or issue a final development order of
27 such annexed property unless either central water or sewer, or
28 both, shall serve the development. The utility agreement shall
29 further provide that if connection is only to one utility at the time
30 of development, that the property must connect to the remaining
31 utility when available.

32
33 iv. Annexation of Right of Way. County agrees that it will not oppose the
34 annexation of right of way located in the Interlocal Service Boundary
35 Agreement area of a City, so long as at least one side of the road will be
36 bounded by property located within the City after the annexation, or which
37 meets any of the other annexation requirements of this Agreement. City
38 agrees that at the time that it annexes any property which abuts a roadway,
39 that, to the extent possible, it will also annex the adjacent road right of
40 way to avoid the creation of roadway enclaves. Annexing the right of way

1 pursuant to this sub-paragraph iv. does not require City to accept
2 maintenance responsibility for such road.
3
4

5 3. AMENDMENT TO PARAGRAPH 6, "FIRE HYDRANTS", AS TO
6 GROVELAND. Paragraph 6 of the Agreement, currently entitled "Fire Hydrants", is hereby
7 deleted and replaced with the following as to the City of Groveland only:

8
9 FIRE RESCUE SERVICES AND FIRE HYDRANTS. The Interlocal Agreement (the
10 "Interlocal Agreement") between The City of Groveland and Lake County relating to Fire and Emergency
11 Medical Services, dated January 16, 2014, is hereby terminated, and as to fire and rescue services, the
12 City of Groveland and Lake County hereby agree to the following:
13
14

- 15 a. COUNTY and GROVELAND agree to automatically respond to assist the other for all
16 types of emergencies including fire, medical emergencies, rescue, hazardous material,
17 extrication, and natural and accidental disasters within the ISBA area, as well as in
18 adjacent areas pursuant to Section (d) below. The provisions of this agreement do not
19 apply to non-emergency calls, as defined in vii. below.
20
21 i. The parties agree to provide such assistance on an automatic aid basis utilizing
22 the available units nearest to the incident.
23
24 ii. This agreement is not intended and shall not be construed to in any way deprive
25 COUNTY or GROVELAND of any jurisdictional powers that such entity may
26 have, nor is it the intention of the parties to combine their individual departments
27 into a single department or district providing the services encompassed by this
28 agreement.
29
30 iii. For purpose of this agreement, automatic aid shall be defined as the immediate
31 response of emergency personnel closest to the scene, regardless of whether such
32 personnel are from the jurisdiction where the incident is located. The automatic
33 aid shall be based on a predefined process agreed to pursuant to vii. below that
34 results in the immediate response of emergency personnel to the scene of an
35 emergency. COUNTY and GROVELAND shall mutually agree on the level of
36 response that different types of incidents will require, and units will be
37 dispatched accordingly. All units of COUNTY and GROVELAND shall be
38 available to be dispatched, unless involved in another call, if such response is
39 required based on the necessary level of response that is required.
40
41 iv. During the term of this agreement, COUNTY and GROVELAND agree that they
42 will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter
43 "LEMS") (or any successor entity approved both by COUNTY and
44 GROVELAND) for dispatching of fire and emergency medical services.

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- v. During the term of this agreement, COUNTY and GROVELAND agree that they will install and maintain Automatic Vehicular Locator Systems (hereinafter "AVL") on all emergency response vehicles in their fleets that are located in or near the ISBA area; such Automatic Vehicular Locator Systems shall be compatible with computer and radio systems maintained by LEMS. COUNTY agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for any GROVELAND response vehicle that does not currently have one; GROVELAND will be responsible to purchase such units for vehicles placed in service after the effective date. GROVELAND and COUNTY will be responsible for maintenance and operating charges for AVL's on their own vehicles.
 - vi. While providing automatic response, an entity that is responding outside its jurisdiction shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the jurisdiction in which the incident is located is not available at the scene, the highest-ranking officer from the responding party will control the scene until its termination or an officer from the jurisdiction in which the incident has occurred arrives and scene control is properly transferred. COUNTY and GROVELAND shall utilize National Fire Protection Standards and National Incident Management System (NIMS) standards to ensure that the Incident Command System, the Personnel Accountability System and other standards are adhered to.
 - vii. The Chiefs of the fire departments and the Executive Director of LEMS or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this agreement. The written plan shall include a definition of non-emergency calls and shall include the process described in iii., above. Should a disagreement arise between such Chiefs and/or Executive Director, the matter shall be referred to the Managers for COUNTY and GROVELAND for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
 - viii. Nothing in this agreement shall prohibit COUNTY or GROVELAND from sending additional resources to an incident located within their respective jurisdiction, even if such resources are not required by the plan for procedures and operations approved by the fire chiefs of COUNTY and GROVELAND.
 - ix. COUNTY and GROVELAND agree that they will not locate or establish a new fire station that is located in the jurisdiction of the other or close a fire station within the ISBA area without the written permission of the other party
 - x. Nothing in this agreement shall affect any other mutual aid agreements that are or may be in existence between COUNTY and GROVELAND or any other governmental unit for areas not included within this agreement.

1 b. It is the intent of this agreement to allocate the costs of an agency responding to an event
2 in the other's jurisdiction through a method whereby compensation is set based upon the
3 type of call. At the end of each quarter, the number of calls that COUNTY and
4 GROVELAND respond to in the other's jurisdiction shall be reviewed, calculated and
5 compensation shall be paid as follows:
6

7 i. At the end of each quarter, calls responded to in the other agency's jurisdiction
8 shall be determined, utilizing call data maintained by the dispatch agency. Only
9 calls where the dispatcher dispatched a unit based on the predefined process
10 described above shall be counted. As indicated earlier, COUNTY or
11 GROVELAND have the right to send units to a call without being dispatched;
12 however, in such a case, such call shall not be calculated for purposes of
13 compensation. For purposes of this provision, "self-dispatched" calls shall be
14 defined, based on dispatch records, as calls wherein the dispatcher did not call
15 the unit to the scene.
16

17 ii. Determination of compensable calls. The following rules shall be used to
18 determine how to determine the number of compensable calls:
19

- 20 1. For purposes of medical calls, each vehicle that is dispatched shall be
21 considered a separate call.
- 22 2. For purposes of fire calls, each call for service to an incident shall be
23 considered one call, regardless of the number of vehicles that are
24 dispatched.
- 25 3. Calls that are dispatched for non-emergency purposes shall not be
26 counted as a response by COUNTY or GROVELAND for purposes of
27 this agreement and neither agency shall be required to respond to such
28 non-emergency call, although they may respond if they wish.
- 29 4. Calls that are self-dispatched meaning responses that are to an incident
30 where the dispatcher did not call that unit shall not be counted as a
31 response for purposes of this agreement.
- 32 5. Calls that are dispatched due to an automobile accident shall be counted
33 as a medical call incident.
- 34 6. Additional rules and compensation amounts regarding specific types of
35 calls may be applied if approved in writing by the City Administrator of
36 GROVELAND and County Manager of COUNTY.
37

38 iii. At the end of each quarter, the number of calls for the prior quarter shall be
39 reviewed to determine if either COUNTY or GROVELAND responded to more
40 calls outside their jurisdiction than were responded to inside their jurisdiction.
41 For this purpose, separate calculations shall be made for emergency medical
42 response and fire response. A call which is made by the dispatcher, but
43 subsequently cancelled shall be calculated as half (1/2) of a call. For each
44 category of calls, the number of calls that one party responded to that exceeds the
45 number of calls the other party responded to shall be the "net number of calls".
46 Only the net number of calls shall be compensable. By way of illustration, in a
47 quarter if GROVELAND were to answer fifty (50) calls in COUNTY's

1 jurisdiction, and COUNTY were to answer forty-five (45) calls in
2 GROVELAND's jurisdiction, the net five (5) calls would be compensable from
3 COUNTY to GROVELAND.
4

5 iv. Net calls shall be compensated in the following amounts:
6

- 7 1. Medical Call: \$100 per call.
- 8 2. Fire Call: \$500 per call.
- 9

10 c. General Provisions relating to Fire and Medical Services Response:
11

12 i. Neither COUNTY nor GROVELAND shall assume any liability for the acts,
13 omissions, or negligence of the other. Each shall be solely responsible for their
14 own negligence and the negligence of their employees and agents. Nothing in
15 this agreement is intended to act as a waiver of sovereign immunity.
16

17 ii. Effective date and Redetermination of reimbursement.
18

19 1. The effective date for the automatic aid portion of this Amendment to the
20 Agreement shall be March 1, 2014 and this Amendment to the
21 Agreement shall continue in force and effect unless the Agreement is
22 modified or terminated as provided in that Agreement.

23 2. The compensation amounts in (b)(iv) above are estimates that have been
24 agreed to by COUNTY and GROVELAND. It is also possible that
25 during the term of this agreement costs may change. Within ninety (90)
26 days after February 28, 2016, and every three (3) years thereafter on the
27 same date, should either party believe that such amounts shall be
28 adjusted, they shall notify the other in writing. Upon such notification,
29 COUNTY and GROVELAND shall meet to renegotiate such rates.
30 Should a disagreement arise which cannot be resolved, the matter shall
31 be referred to the Managers for COUNTY and GROVELAND for
32 resolution. Any dispute or disagreement that cannot be resolved at this
33 level shall be resolved utilizing the dispute resolution process of this
34 ISBA Agreement.
35

36 d. Additional Parties: There are other governmental units that provide fire and emergency
37 medical response in areas adjacent to the ISBA area. It is possible that agreements
38 between COUNTY and one or more of those entities may be negotiated and entered into.
39 In such a case, it may be of benefit to GROVELAND and COUNTY to incorporate those
40 additional areas by another amendment to the Agreement in order to provide a seamless
41 emergency response system. Such an amendment may be made only if agreed to in
42 writing by all of the parties.
43

44 e. In making the determination of amounts due under this agreement, data from LEMS's
45 dispatch shall be used as the basis to determine the number of calls which are to be
46 counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS
47 will prepare a report and send it to GROVELAND and COUNTY. GROVELAND and

1 COUNTY shall have fifteen (15) days to review such report, and to object. Should either
2 party object to the report or the data contained therein, the COUNTY Manager and City
3 Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should
4 the managers be unable to resolve such objection, payment shall be made for the portion
5 of the report that is not in dispute, and the parties shall select a Certified Professional
6 Accounting Firm which shall conduct a review and render a decision on the dispute. The
7 decision of the Certified Public Accounting Firm shall be final and binding on all parties
8 to this agreement. The costs of the Certified Accounting Firm shall be borne equally by
9 COUNTY and GROVELAND.

10
11 f. Any payments that are due to another party to this agreement shall be made within
12 twenty-five (25) days after the delivery of the report described in Section (e) above,
13 unless an objection is filed. In such a case, the undisputed portions of the report shall be
14 paid and the balance shall be due within fifteen (15) days after resolution of the dispute.

15
16 g. Fire Hydrants: Cities agree that any time a potable water line is extended into or
17 through unincorporated areas, that fire hydrants or hydrant stub outs will be
18 installed at recommended distances for fire hydrant spacing at County's expense.
19 Cities agree that County shall have the right to have fire hydrants installed on any
20 City water line located in the unincorporated area at County expense. Cities agree
21 that County Fire Department shall have the right to use any City fire hydrant for
22 official fire purposes, at no cost; County shall, however, notify City any time such
23 a hydrant is used along with an estimate of how much water was used.
24 Notification shall be in writing to the City Manager of the respective City and
25 provided within seven (7) calendar days of the County's use.

26
27 4. **EFFECTIVE DATE AND TERM.** This Amendment to the Agreement shall be
28 effective upon the date the last party executes it, and thereafter shall remain in effect coterminous
29 with the Agreement.

30 5. **ENTIRE AGREEMENT.** This Amendment to the Agreement as to Groveland
31 constitutes the entire understanding of the Parties with respect to the subject matters addressed
32 herein, and all prior agreements, understandings, representations and statements, oral or written,
33 are superseded by this Amendment to the Agreement.

34 6. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of
35 Florida shall govern this Amendment to the Agreement, and venue shall be in Lake County,
36 Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.

37 7. **SEVERABILITY.** If any portion of this Amendment to the Agreement is declared
38 invalid or unenforceable, then to the extent it is possible to do so without destroying the overall
39 intent and effect of this Amendment to the Agreement, the portion deemed invalid or
40 unenforceable shall be severed here from and the remainder of this Amendment to the Agreement
41 shall continue in full force and effect as if it were enacted without including the portion found to
42 be invalid or unenforceable.

1 8. **FULL FORCE AND EFFECT OF OTHER PROVISIONS.** All provisions of the
2 Agreement not specifically amended herein shall remain in full force and effect.

3
4

1 Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,
2 City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the City of Groveland
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6 **BOARD OF COUNTY COMMISSIONERS**
7 **LAKE COUNTY, FLORIDA**
8
9

10
11
12 _____
13 Sean M. Parks, Chairman

14 This _____ day of _____, 2016.
15
16

17 **ATTEST:**
18
19
20
21

22 _____
23 Neil Kelly, Clerk of the
24 Board of County Commissioners
25 of Lake County, Florida
26

27 Approved as to form and legality:
28
29
30
31

32 _____
33 Melanie Marsh
34 County Attorney
35
36
37
38

6 **CITY OF GROVELAND**
7
8
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10 _____
11 Tim Loucks,
12 Mayor
13
14
15

16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22 _____
23 Teresa Begley, City Clerk
24
25

26 Approved as to form and legality:
27
28
29

30 _____
31 Anita R. Geraci-Carver, City Attorney
32

1 **Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,**
2 **City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the City of Groveland**
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8 **CITY OF CLERMONT, FLORIDA**
9

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13 _____
14 Gail L. Ash, Mayor

15
16 This ____ day of _____, 2016.
17

18 ATTEST:
19
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22 _____
23 Tracy Ackroyd, City Clerk
24
25

26 Approved as to form and legality:
27
28
29

30 _____
31 Daniel F. Mantzaris, City Attorney
32
33

9 **TOWN OF HOWEY-IN-THE-HILLS**

10
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14 _____
15 Chris Sears
16 Mayor
17
18
19

20 This ____ day of _____, 2016.
21

22 ATTEST:
23
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28 _____
29 Brenda Brasher, Town Clerk
30

31 Approved as to form and legality:
32
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34
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36 _____
37 Heather M. Ramos, Town Attorney
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41

6 **CITY OF LEESBURG**
7
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9

10 _____
11 Jay Hurley
12 Mayor
13

14
15
16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22 _____
23 J. Andi Purvis, City Clerk
24
25

26 Approved as to form and legality:
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28
29

30 _____
31 Fred Morrison, City Attorney
32
33
34
35

6 CITY OF MASCOTTE
7
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11 _____
12 Barbara Krull, Mayor
13

14 This ____ day of _____, 2016.
15

16 ATTEST:
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20 _____
21 Michelle Hawkins, City Clerk
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24 Approved as to form and legality:
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26
27

28 _____
29 Virginia Cassady, City Attorney
30
31

1 **Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,**
2 **City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the City of Groveland**

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6 **CITY OF MINNEOLA**
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11 _____
12 Pat Kelley
13 Mayor
14

15
16 This ____ day of _____, 2016.
17

18 ATTEST:

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20
21
22 _____
23 Christina Stidham, City Clerk
24

25
26 Approved as to form and legality:
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28
29
30 _____
31 Scott Gerken, City Attorney
32
33



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 4, 2016

AGENDA ITEM: Ordinance 2016-04-10 – Defining a consistent and fair lien reduction process

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

PREPARED BY: Ken Comia, City Planner / City Manager's Office

DATE: March 25, 2016

BACKGROUND:

The City has been providing general guidance and handling lien reduction requests. Most of the liens are related to code enforcement violation fines and since many of those fines are accrued daily, until the violation is corrected, the amounts can become substantial.

As lien reduction and forgiveness requests have increased during the past year, Council expressed a desire to establish a standard process to deal with these complex issues.

The process includes:

- 1) A written application to the City requesting a reduction or forgiveness of a fine or penalty plus a non-refundable \$300 fee to reimburse the City for its administrative costs.
- 2) The City will determine recommendations based on factors such as, gravity of violations, the time it took violation to come into compliance, accrued amount code enforcement fines, etc.
- 3) The City will place application for satisfaction or release of lien upon agenda of the regularly scheduled Council meeting.
- 4) Council will take action based solely upon application, recommendation of City staff, and applicant's testimony.
- 5) The City Council may reduce the amount of the lien, waive the full amount of the lien or continue the lien in its full amount.
- 6) When a lien is satisfied as a result of full or reduced payment, or waiver, as ordered by Council, the City will record the satisfaction/release of lien in the Public Records of Lake County, and provide a copy to the property owner.

"The city with @ 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 2016-04-10

AN ORDINANCE OF THE CITY OF GROVELAND, FLORIDA RELATING TO CODE ENFORCEMENT LIENS; PROVIDING THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE AND RECORD A SATISFACTION OF LIEN UPON CERTAIN CONDITIONS BEING MET; PROVIDING THAT THE CITY MANAGER SHALL CONSIDER ANY APPLICATIONS FOR REDUCTION OR WAIVER OF CODE ENFORCEMENT FINES AND PENALTIES WHEN ORDERS IMPOSING SUCH FINES OR PENALTIES HAVE BEEN RECORDED IN THE PUBLIC RECORDS AND MAKE RECOMMENDATION TO THE CITY COUNCIL; PROVIDING CRITERIA FOR THE CITY MANAGER OR DESIGNEE, AND THE CITY COUNCIL TO FOLLOW WHEN CONSIDERING APPLICATIONS FOR REDUCTION OR WAIVER OF LIENS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 162.09(3), Florida Statutes, provides that code enforcement liens run in favor of the local governing body, and the local governing body may execute a satisfaction or release of any code enforcement lien; and

WHEREAS, Section 162.09(2)(c), Florida Statutes, provides that the code enforcement board may reduce a code enforcement fine before the order imposing such lien has been recorded; and

WHEREAS, Attorney General Opinion 02-62 and Attorney General Opinion 99-03 opine that code enforcement boards are not authorized to reduce fines when code enforcement orders have been recorded in the public records, and that the local governing body is vested with the authority to reduce or satisfy liens after such liens have been recorded; and

WHEREAS, Attorney General Opinion 99-03 opines that a City Council may delegate its authority to execute satisfactions or release of code enforcement liens so long as such delegation does not result in a complete divestiture of such liens by the City Council to a private party and City Council would continue to be responsible for making a determination that the lien has been paid and issuing a satisfaction or a release; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the City of Groveland through its home rule powers may exercise any power for municipal purposes except those expressly prohibited by law.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA:

SECTION 1. APPLICATION FOR SATISFACTION OR RELEASE OF CODE

ENFORCEMENT LIENS. The Code of Ordinances of the City of Groveland, Florida is amended by adding an article to be numbered V, which article shall read as follows:

ARTICLE V. – SATISFACTION OR RELEASE OF CODE ENFORCEMENT LIENS

Sec. 18-101. – Application. Where a certified copy of an order imposing a fine or fine plus costs has been recorded in the public records and therefore has become a lien against the real or personal property owned by the violator, such owner may apply for a satisfaction or release of such lien as follows:

(a) Upon full payment by the owner of the lien imposed in accordance with this chapter, the City Manager is hereby authorized to execute and record in the public records a satisfaction or release of lien.

(b) Upon request for a reduction or forgiveness of a lien imposed in accordance with this chapter for properties in which all violations have been brought into compliance as confirmed by the City Manager or designee, the owner shall submit a written application to the City plus an application fee adopted by resolution of the city council.

- (1) The application shall include the following:
 - a. A copy of the order imposing a lien upon the property;
 - b. The code enforcement case number;
 - c. The date upon which the subject property was brought into compliance with the requirements of the City Code;
 - d. The factual basis upon which the owner believes the application for reduction or forgiveness of the lien should be granted;
 - e. The specific terms upon which the owner believes a satisfaction or release of lien should be granted;
 - f. The reasons, if any, compliance was not accomplished by the owner prior to the order imposing fine or fine plus costs being recorded; and
 - g. The amount of the reduction sought by the owner.
- (2) The application shall be executed under oath and sworn to in the presence of a notary public and delivered to the City Manager, or designee.

(c) Upon request for a reduction or forgiveness of a lien imposed in accordance with this chapter for properties in which all violations have not been brought into compliance as confirmed by the City Manager or designee, the owner shall submit a written application to the City plus an application fee adopted by resolution of the city council.

- (1) The application shall include the following:
 - a. A copy of the order imposing a lien upon the property;
 - b. The code enforcement case number;
 - c. Proof of site control;
 - d. Proof of clear title for all non-City liens and defects on the property;
 - e. Proof of all property taxes current;
 - f. A description of the proposed project or use of the property;
 - g. An explanation of the possible future land use changes or rezoning required for the proposed project and a timeframe in which these applications will be received by the City;
 - h. The date upon which the owner will bring the subject property into compliance with the requirements of the City Code;
 - i. The amount of the reduction in lien sought by the owner; and
 - j. Estimated cost of the project or use of the property, and business plan.

(2) The application shall be executed under oath and sworn to in the presence of a notary public and delivered to the City Manager or designee.

(d) The application fee shall reimburse the City for its administrative costs associated with handling the application, recording the order imposing a penalty or fine and the requested satisfaction or release of lien. The application fee is non-refundable, without regard to the final disposition of the application for satisfaction or release of lien.

Sec. 18-102. – Property in compliance. The City Manager or designee, in determining a recommendation to be presented to city council, shall consider the following factors for

properties in which all violations have been brought into compliance as confirmed by the City Manager or designee:

- (a) The gravity of the violation(s);
- (b) The time it took for the owner to bring the property into compliance;
- (c) The accrued amount of the lien, as compared to the market value of the property;
- (d) Any previous code violation(s) of owner;
- (e) The proposed use of the property; and
- (f) List of all other properties owned by the owner in Lake County, Florida.

Sec. 18-103. – Property not in compliance. The City Manager or designee, in determining a recommendation to be presented to city council, shall consider the following factors for properties in which all violations have not been brought into compliance as confirmed by the City Manager or designee:

- (a) The gravity of the violation(s);
- (b) The time it will take the owner to bring the property into compliance;
- (c) The accrued amount of the code enforcement fine or fine plus costs, as compared to the market value of the property;
- (d) Any previous code violation(s) of the owner;
- (e) Consideration for the proposed use of the property;
- (f) List of all other properties owned by the owner in Lake County, Florida; and
- (g) Proof and/or commitment that the amount reduced or waived will equal 10% of the amount to be invested in the property. This investment may include labor, materials, purchase price if purchased subsequent to fine or fine plus costs being imposed, equipment related to a business use at said property, and any increase in the assessed value of the property that will be recognized as a result of improvements to the property. Other return on investment beneficial to the City will also be considered.

Sec. 18-104. – Placement on council agenda. The City Manager or designee shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled City Council meeting. The owner or owner's representative shall have an

opportunity to address the City Council at the Council meeting, as to the factors warranting reduction or waiver of lien. The City Council, in considering the application for satisfaction or release of lien, may take action based solely upon the sworn application, recommendation of the City Manager or designee, the factors set forth in this article considered by the City Manager or designee in formulating a recommendation, and the presentation by owner or owner's representative at the council meeting.

Sec. 18-105. – Action by council. The City Council may reduce the amount of the lien, waive the full amount of the lien, or continue the lien in its full amount. The City Council may enter into an agreement with the property owner which includes Council's decision and any conditions relating to Council's decision.

Sec. 18-106. – Release or satisfaction of lien. When a lien is satisfied as a result of payment of the lien in full, payment of the reduced lien, or waiver as ordered by the City Council, and all the conditions of any agreement entered into with the property owner, the City shall record a satisfaction or release of lien in the Public Records of Lake County, Florida and provide a copy to the owner.

SECTION 2. 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 3. Conflict.

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

SECTION 4. Codification.

It is the intent of the City Council of the City of Groveland that the provisions of this ordinance 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 5. 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:

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
Tim Loucks		
John Griffin		
Mike Radzik		
Dina Sweatt		
Karen McMican		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: April 4, 2016

AGENDA ITEM: Ordinance 2016-04-11 Council participation via videoconferencing

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 30, 2016

BACKGROUND: At Council's March 21, 2016 Workshop directed an ordinance be drafted to allow Council members to participate in public meetings via Skype in limited circumstances. As was discussed the Florida Attorney General opinions support a determination that serious medical conditions are an extraordinary circumstance that would allow a council member to attend a public meeting by telephone conference or video conferencing system when a quorum is reached by those physically present at the meeting. One opinion indicates that scheduling conflicts of a council member is left to the board's determination as to whether it is an extraordinary circumstance.

Council indicated attendance at a funeral for an immediate family member is an extraordinary circumstance. Council indicated an extraordinary circumstance also exists for the illness of a council member's spouse or child. Council also indicated that due to the meeting schedule for council members at their various meetings, vacation scheduling is very difficult, and while a council member may be excused by the Council for the absence, there was a desire to allow the council member to participate even though not physically present. Council felt that if advanced notice was provided, then it would be considered an extraordinary circumstance for which video conferencing will be allowed.

The ordinance addresses Council's direction as stated above, and further includes Council's desire to pay up to \$180 per meeting towards the cost of medical transportation and medical personnel's attendance at a meeting with a council member. This would occur when a council member is ill and physically able to attend the meeting with this type of assistance. If the Council member is unable to physically attend, then it is an extraordinary circumstance and attendance could be by teleconferencing.

STAFF RECOMMENDATION: Motion to Approve Ordinance

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

ORDINANCE 2016-04-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, AMENDING DIVISION 2 IN CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF GROVELAND TO ADD PROVISIONS ALLOWING COUNCIL MEMBERS TO APPEAR AT PUBLIC MEETINGS BY VIDEO TELE-CONFERENCING IN LIMITED CIRCUMSTANCES AND TO PROVIDE TRANSPORTATION AND OTHER REQUIRED CARE NOT TO EXCEED \$180.00 PER MEETING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the importance of Council members, elected by the residents of the City of Groveland, to participate and attend public meetings held by the City Council; and

WHEREAS, there are instances where a Council member is unable to attend public meetings due to illness, illness of an immediate family member, funeral for an immediate family member, and vacation, and Council wishes to allow in those circumstances for a Council member to be able to participate and attend via video tele-conferencing; and

WHEREAS, the City Council understands there are limitations in allowing Council members to participate in public meetings and it is Council's intent in adopting this ordinance to adhere to current Florida law; and

WHEREAS, the City Council also desires to pay a limited amount for a council member to have transportation to and from a public meeting in certain circumstances and to pay a limited amount to provide the council member with health care during the meeting, if required due to health considerations; and

WHEREAS, the City Council of the City of Groveland finds the enactment of this ordinance serves a public purpose.

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: Attendance by Council members. The Code of Ordinances of the City of Groveland, is hereby amended by adding a section, to be numbered 2-94, which said section reads as follows:

Sec. 2-94. - Attendance by Council members.

- (a) Where a council member is unable to physically be present at a regular or special council meeting, city council workshop, or CRA meeting, due to extraordinary circumstances and when a quorum of the city council or CRA

board members are physically present at the meeting, the council member may participate in the meeting by video teleconferencing provided by the City.

- a. Extraordinary circumstances for the purpose of this section shall mean illness of the council member, illness of the council member's spouse, or illness of the council member's child. It shall also mean death of a spouse, child, parent, son-in-law, daughter-in-law, or grandchild.
- b. Extraordinary circumstances shall also mean vacation of a council member when advanced notice is provided to Council or the CRA Board during a public meeting. If advanced notice is not provided during a public meeting, then a majority of Council or CRA Board physically present at the meeting must make a finding that an unannounced vacation is an extraordinary circumstance. If such a finding is made, then it shall be considered extraordinary circumstances. If such a finding is not made, then it shall not be considered extraordinary circumstances.

- (b) Where a council member is able to physically be present at a regular or special council meeting, city council workshop, or CRA meeting, but due to illness of the council member, transportation to and from the meeting requires special needs, such as medical transport, and/or requires medical staff to attend the meeting with the council member, the City shall pay up to \$180.00 per meeting towards the expense of such transport and medical staff attendance.

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 CITY COUNCIL CONSIDERATION

MEETING DATE: April 4, 2016

AGENDA ITEM: Approve Lisa Cortese and Gwen Walker as Acting City Clerks

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

PREPARED BY: Gwen Walker

DATE: March 28, 2016

BACKGROUND:

Approving Lisa Cortese and Gwen Walker as Acting City Clerks during the absence of Ms. Begley will allow the day-to-day operations to run more smoothly. It is unknown at this time what the duration of Mrs. Maxwell absence will be and in the interim there are official documents that need to be attested to.

STAFF RECOMMENDATION: Approve

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: April 4, 2016

AGENDA ITEM: Discussion of \$10.50 Base Charge for Reclaimed Water

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

PREPARED BY: Gwen Walker

DATE: March 30, 2016

BACKGROUND:

This item has been placed on the agenda for discussion purposes.

STAFF RECOMMENDATION: Discussion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: April 4, 2016

AGENDA ITEM: Puryear Building Sound, Audio, and Video Proposals

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

PREPARED BY: Redmond Jones II, City Manager

DATE: March 30, 2016

BACKGROUND:

In response to several citizen concerns the City Council directed staff to invite at least three vendors to present the city with a plan to improve the sound system of the Puryear which has long been regarded as antiquated and inconsistent. Staff has accepted proposals for upgrades to the current sound system for the Puryear Building. These proposals are attached to this document. Per an additional recent request Staff has also presented an strategy to include basic video that can serve as meeting recordings as well as building security.

STAFF RECOMMENDATION: Direction from Council regarding proposals and budget strategy.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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Proposal 1



All Systems Tech LLC
 1746 East Silver Star Road
 Suite # 272
 Ocoee, FL 34761

Estimate

Date: 1/20/2016
 Estimate #: 17

Name / Address

Redjames Jones II
 1568 Lake Avenue
 Groveland, FL 34738
 United States

Project

Sound System Repair

Description	Qty	Rate	Total
This estimate is Good for 30 days from the date of the estimate			
MICROPHONE QUOTE			
Sure Centravox UVD 14 a sleek desktop base	1	73.75	73.75
Sure CVG12-B-1 Cosensenz Condenser Microphone, 12-Inch, Inline Pre-Amp	1	123.75	123.75
Cost to install each microphone	0.5	85.00	42.50
Each Microphone needs both parts as intended in order to function. The total below is what it would cost for one microphone. Therefore if you need five microphones then the total is multiplied 5 times			
**** TOTAL COST OF EACH MICROPHONE ****			240.00
SOUND PROCESSING QUOTE			
DRX DriveRack PA2 Complete Loudspeaker Management System	1	458.85	458.85
Required cables for integration	1	56.32	56.32
Installation of sound processor, Setup and programming and testing	2	85.00	170.00
Total cost to provide and install sound processing			770.17
EXISTING CUSTOMER OWNED SPEAKER MOUNTING			
Electro-Voice ZLX Wall Mount Bracket	2	158.125	316.25
Labor to mount Customers existing speaker to the ceiling	2.5	85.00	212.50
Labor to install 2 electrical outlets One by each speaker	4.5	85.00	382.50
Labor to install 2 XLR plates One by each speaker	4	85.00	340.00
Parts And Equipment Used In Installation XLR cable, XLR plates, Electrical cable and Receptacles XLR connectors etc	1	270.38	270.38

This estimate is only for the work that is described therein and nothing else is assumed covered

Sales Tax (6.5%)

Total

Signature

Proposal 1 cont.



All Systems Tech LLC
1746 Last Silver Star Road
Suite # 272
Ocoee, FL 34761

Estimate

Date: 03/24/16
Estimate #: 31

Name + Address

Recessed Jboxes II
156 N Lake Avenue
Crown Point, IN 46706
United States

Project

Sound System Repair

Description	Qty	Rate	Total
AST would like to include the detail that we are not changing wiring board (so called the HEAD-END which is the heart of the system) currently AST is only submitting an estimate to bring sound system in to proper working order and to mount the existing speakers in a fixed fashion. Any anomaly that is present from HEAD-END equipment is not covered in this estimate and may require further troubleshooting.			
Sales Tax (6.5%)			\$63.22
Total			\$2,593.02

This estimate is only for the work that is describe therein and nothing else is assumed covered.

Signature _____

Proposal 2 cont.

Qty	Material	Description	Unit Price	Quantity
1	Wood	Wood Frame (10' x 10')		
1	Construction	1/2" Plywood (10' x 10')		
10	Wire Form Wall	Concrete Cast		
100	Level Formwork	Masonry Cast		
		(Form Cast)		
14		Excavation Program (10' x 10')		

Excavation Program (10' x 10')

Excavation Program (10' x 10') \$ 1,240.00

Excavation

Excavation

Excavation \$ 900.00

Excavation Program (10' x 10') \$ 1,240.00
 Excavation Program (10' x 10') \$ 900.00
 Excavation Program (10' x 10') \$ 1,240.00
 Excavation Program (10' x 10') \$ 900.00

Proposal 2 cont.

Contractor's Proposal General Terms and Conditions
SECTION 2.00 - GENERAL CONDITIONS

2.01 - SCOPE OF WORK

Hours of Work Performance

Delays

Cancelled Orders

Drawings

Conduit and Electrical Boxes

J.C.Plan

Discontinued Equipment

Issues regarding the mounting of flat panel TV's, plasma displays, LCD's

Removal of Existing Equipment

IT Network Based Equipment

Woodwork Trim

NEW Owner Furnished Equipment

USEU Owner Furnished Equipment

Ceiling Grid Work

Painting

Lamps Bulbs for Projectors or Stage Lighting

Alterations or Deviation

Terms of Sale

Acceptance of Proposal

Prposal 2 cont.



**Proposal 3
(option 1)**

Drum, Inc. (Drum) 2000
 1205 S Woodlands
 Woodbridge, VA 22191

Estimate

Job	Location

Notes/Items

Description	Qty	Unit	Price	
			Unit	Total
Drum, Inc. (Drum) 2000				1,228.91
Drum, Inc. (Drum) 2000			25.00	5,111.51
Drum, Inc. (Drum) 2000			12.48	1,761.44
Drum, Inc. (Drum) 2000			75.60	15,560.1
Drum, Inc. (Drum) 2000			1.75	12,501
Drum, Inc. (Drum) 2000			150.00	150.00
Subtotal				26,313.57
Sales Tax (6.5%)				1,710.38
Total				28,023.95



TechCore LLC
 8311 Brier Creek Parkway
 Suite 105-122
 Raleigh, North Carolina 27617
 United States
<http://www.techcoreonline.com>
 (P) 919-890-3333
 (F) 877-702-4319

Quotation (Open)

Date Apr 01, 2016 09:43 AM EDT	Expiration Date 2016-05-01
---------------------------------------------	--------------------------------------

Doc #
21413 - rev 1 of 1

Description
None

SalesRep
Wilding, Mike
(P) 919-890-3332
(F) 877-702-4319

Customer Contact
Sapp, Andy
(P) 352-429-2141 ext. 235
andy.sapp@groveland-fl.gov

Customer
City of Groveland (CO0545)
Sapp, Andy
156 S. Lake Ave
Groveland , FL 34736
United States

Bill To
City of Groveland
Sapp, Andy
156 S. Lake Ave
Groveland , FL 34736
United States
(P) 352-429-2141 ext. 235
andy.sapp@groveland-fl.gov

Ship To
City of Groveland
Sapp, Andy
156 S. Lake Ave
Groveland , FL 34736
United States
(P) 352-429-2141 ext. 235
andy.sapp@groveland-fl.gov

Customer PO:

Terms:
Undefined

Ship Via:
UPS Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Canon VIXIA HF G20 Camcorder - High Definition - 2.37 MP - 10 x optical zoom - flash 32 GB - flash card	8063B002	1	\$787.00	\$787.00
2	Sima STV 54K Tripod	STV54KSVR	1	\$40.55	\$40.55

Subtotal: \$827.55
 Shipping: \$0.00
Total: \$827.55

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. Quotations are subject to acceptance within 30 days, and we reserve the right to withdraw the quote at any time. Additional fees may apply with credit card transactions.