

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING  
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, JULY 18, 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**

Introduction of Carabao (Juice Factory) Representatives

Presentation of the 2014-2015 Audit – Matthew Lee, McDirmit Davis

Economic Development Report – Rodney Lucas, Interim Community Development Director/Economic Development Manager

**Reports**

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

**Consent Agenda**

*Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda. Then the item removed from the Consent Agenda will be separately considered and voted on.*

- Approval of City Council Meeting Minutes of July 5, 2016

## **Old Business**

## **New Business**

1. Approve Resolution 2016-07-20: Setting the Not-to-Exceed Millage Rate for 2016-2017
2. Approve Resolution 2016-07-21: Establishing Agenda Review Meetings As Needed
3. Approve Agreement with Jennifer Montes to Provide Zumba Classes in Cooperation with Parks and Recreation Department
4. Discussion – Resolution 2016-07-19: Supporting FWC Decision to Prohibit Bear Hunt in 2016 (Motion was defeated. Has been placed on the agenda for discussion at the request of Mr. Griffin who voted to defeat the motion.)
5. Discussion – Security Measures for Public Meetings
6. Approve Resolution 2016-07-22: Restricting the Use of Building Department Revenues
7. Accept the Audit as Presented
8. Approve Silver Eagle Storage Tank Construction Contract

## **Public Comment\***

## **Announcements**

## **Adjournment**

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

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

# ***City of Groveland***

Minutes

## **City Council Meeting**

Tuesday, July 5, 2016

The Groveland City Council held a regularly scheduled meeting on Tuesday, July 5, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:25 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 Vice Mayor Karen McMican. The invocation was given by George Rosario.

### **Guest Speaker, Presentations and Proclamations**

*Consensus from Council to move up item 4. Resolution 2016-07-19: Supporting Florida Fish and Wildlife Commission's Decision to Not Have a Bear Hunt in 2016 and Urging Prohibition in Future Years to item 1.*

### **REPORTS**

#### **a. Council Members**

- Council Member Dina Sweatt reported that on June 22<sup>nd</sup> she attended the MPO Governing Board Meeting. On June 24<sup>th</sup> she attended the City of Groveland Workshop. Mrs. Sweatt also attended the Business of the Month Photo Shoot on June 24<sup>th</sup>. On June 25<sup>th</sup> Mrs. Sweatt attended the Community Build Day and dedication for John Wesley Griffin Park. On July 4<sup>th</sup> she attended the City of Groveland July 4<sup>th</sup> Event. Mrs. Sweatt reported that due to weather conditions they were unable to release the sky lanterns she had purchased to honor the 49 victims of the Orlando Pulse nightclub shooting. Mrs. Sweatt plans to honor the victims at a later date.
- Council Member Mike Radzik reported that he had attended the Community Build Day for John Wesley Griffin Park on June 25<sup>th</sup>. On July 4<sup>th</sup> Mr. Radzik judged the Red, White, and Blue Pie Contest at the City of Groveland July 4<sup>th</sup> Event. On Friday June 17<sup>th</sup> Mr. Radzik met with the representatives of the juice factory at the Broad and Cassel law firm. Mr. Radzik reported that they have requested to come to the next Council meeting and give a presentation to the City Council in addition to a meet and greet with Council.

*Consensus from Council to place the representatives from the juice factory as a guest speaker on the next City Council agenda.*

Mr. Radzik reported that he had a discussion with the City Manager regarding the sanitation rates approximately three weeks ago. Mr. Radzik reported that following his

conversation with the City Manager he researched the profits from this rate and has concerns regarding how this will affect the water rates in light of the water rate study and therefore suggests a workshop for Council to discuss further before or during our budget adoption to decide what an acceptable rate should be and which fund to appropriate the profits to. Mr. Radzik reported that he attended the Business of the Month Photo Shoot on June 24<sup>th</sup>.

- Council Member John Griffin reported that he gave a presentation on the Seminole Indians and the Black Seminoles at the City of Groveland July 4<sup>th</sup> Event to an audience of 25-30 people. Mr. Griffin reported that on June 25<sup>th</sup> he attended the Community Build Day and dedication for the John Wesley Griffin Park. Mr. Griffin extended his gratitude to all the citizens, students, staff, and Council Members that attended this special event. Mr. Griffin reported that he was honored with the Movers & Shakers Award at Hope International Church on July 3<sup>rd</sup>.
- Vice Mayor Karen McMican reported that on July 4<sup>th</sup> she judged the annual antique car show at the City of Groveland July 4<sup>th</sup> Event where winners received an etched glass mug. Mrs. McMican reported that she was very pleased with the fireworks display.
- Mayor Tim Loucks reported that on Sunday July 3<sup>rd</sup> Hope International Church honored in addition to himself, Councilman John Griffin, City Manager Redmond Jones, Groveland Police Chief M. Smith Tennyson, Clermont Police Chief Charles Broadway and Senator Alan Hayes, with the Movers & Shakers Award for their service to the community and South Lake County. Mayor Loucks reported that he had received an American flag from a sergeant in Africa who resides in Mr. Loucks neighborhood. Mayor Loucks reported that the flag donor asked that the Mayor address the Council and the staff and thank them for all they do for the community. Mayor Loucks reported he attended the City of Groveland July 4<sup>th</sup> Event and was asked to extend a thank you to our Fire Department and Police Department for their quick response and professionalism when they responded to an emergency during the event.

*Consensus from Council to direct staff to bring back a resolution to allow for an Agenda Review Meeting when requested by a Council Member.*

**b. City Manager**

City Manager Redmond Jones gave his written report and updates.

*Consensus from Council to move forward with advertising the revised RFP for the Water User Rate Study.*

**c. City Attorney**

**d. Citizen Advisory Committee**

*Chairman George Rosario from the Recreation Advisory Committee reported that minutes from the board meetings are available online at the City of Groveland website. Mr. Rosario reported that several board members attended the Community Build Day for the John Wesley Griffin Park on Saturday, June 25<sup>th</sup> 2016.*

## **CONSENT AGENDA**

- **Approval of City Council Workshop Minutes 05-23-16**
- **Approval of City Council Workshop Minutes 06-20-16**
- **Approval of City Council Meeting Minutes 06-20-16**
- **Approval of City Council Workshop Minutes 06-24-16**  
*Council Member Mike Radzik moved to approve; seconded by Council Member John Griffin.*  
*The motion was approved with all members present voting aye.*

## **NEW BUSINESS**

1. **Resolution 2016-07-19: Supporting Florida Fish and Wildlife Commission's Decision to Not Have a Bear Hunt in 2016 and Urging Prohibition in Future Years**  
*Council Member Dina Sweatt moved to approve; seconded by Council Member Mike Radzik.*  
*The motion failed with the votes as follows: Council Member Mike Radzik-nay, Council Member Dina Sweatt-aye, Vice Mayor Karen McMican-nay, Council Member John Griffin-nay, and Mayor Tim Loucks-aye.*
2. **Ordinance 2016-07-16: Annexation (Villa City) – First Reading**  
*Mayor Tim Loucks asked if any of the Council Members had any ex-parte communications with the applicant. All Council Members indicated that they each had a general meeting with the applicant individually regarding the project several months earlier.*  
*Vice Mayor Karen McMican moved to approve; seconded by Council Member John Griffin.*  
*The motion was approved with all members present voting aye.*
3. **Ordinance 2016-07-17: Large Scale Comprehensive Plan Amendment (Villa City) – First Reading**  
*Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt.*  
*The motion was approved with all members present voting aye.*
4. **Approval of Professional Services Agreement with Planning Design Group, LLC**  
*Council Member Dina Sweatt moved to approve; seconded by Vice Mayor Karen McMican.*  
*The motion was approved with all members present voting aye.*
5. **Award RFP for Impact Fee Study to Public Resources Management Group, Inc.**  
*Council Member Dina Sweatt moved to approve; seconded by Vice Mayor Karen McMican.*  
*The motion was approved with all members present voting aye*  
*Council Member John Griffin left the meeting at 8:23pm.*

**PUBLIC COMMENT**

**ANNOUNCEMENTS**

*Consensus from Council to have staff bring back American Traffic Solutions contract/draft letter on next Council Agenda.*

**ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 9:10pm.*

Attest:



\_\_\_\_\_  
Tim Loucks, Mayor

\_\_\_\_\_  
Lisa Cortese, Acting City Clerk



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** July 18, 2016

**ITEM NUMBER:** 1

**AGENDA ITEM:** Resolution 2016-07-20: Establish the Not-to-Exceed Millage Rate at 5.99 Mills

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

**PREPARED BY:** Gwen Walker, Finance Director

**DATE:** July 6, 2016

### BACKGROUND:

With the 2014-2015 budget, the City began a three-year plan to decrease/eliminate the need to use fund balance in order to present a balanced budget as is required by Florida Statute. 2016-2017 is the third year of that plan. In 2014-2015 the millage rate was established at 5.99. That rate held true for the 2015-2016 fiscal year as well. It is staff's recommendation that the Not-to-Exceed millage rate for 2016-2017 be set at 5.99.

The operating budget and topics that have a direct effect on the operating budget will be discussed by Staff and City Council during a series of workshops, the first of which is scheduled for July 22, 2016 from 2-4 p.m.

Fiscal Year	Assessed Values	Millage Rate	Taxes Levied
2013-2014	\$383,493,805	5.4700	\$2,097,711
2014-2015	\$439,527,062	5.9900	\$2,632,062
2015-2016	\$524,853,574	5.9900	\$3,143,873
2016-2017	\$604,893,627	5.9900 (Prior Year Rate)	\$3,623,313
2016-2017	\$604,893,627	5.6114 (Roll Back Rate)	\$3,394,300
2016-2017	\$604,893,627	5.9900 (Not-to-Exceed)	\$3,623,313

Note: Taxes levied amount is based on 100%..

**STAFF RECOMMENDATION:** Approve as recommended by Redmond Jones, City Manager and Gwen Walker, Finance Director

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

**RESOLUTION 2016-07-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA SETTING THE PROPOSED RATE OF AD VALOREM TAXATION AND SETTING THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2015-2016; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it has been determined by the City that the total taxes to be levied at the proposed millage rate of 5.99 mills is equal to the amount of \$3,623,313 necessary for the operation and expenses for the administration of the affairs of the City;

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

1. The millage rate for the fiscal year 2015-2016 was 5.99 mills. The proposed millage for Fiscal Year 2016-2017 is set at a not to exceed rate of 5.9900 mills which represents no increase over the current rate.

2. The first budget hearing will be held Tuesday, September 6, 2016 in the Puryear Building, 243 S. Lake Avenue, Groveland, FL 34736 at 6:00 p.m.

3. This Resolution shall become effective immediately upon its approval and adoption by the City Council of the City of Groveland, Florida.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Florida, this 18th day of July, 2016.

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HONORABLE TIM LOUCKS, MAYOR  
City of Groveland, FL



ATTEST:

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Lisa Cortese  
Acting City Clerk

Approved as to Legality and Form:

\_\_\_\_\_  
Anita Geraci-Carver  
City Attorney

Passed 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
Tim Loucks		
Karen McMican		
Mike Radzik		
John Griffin		
Dina Sweatt		



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> July 18, 2016
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<b>ITEM NUMBER:</b> 2
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<b>AGENDA ITEM:</b> Resolution 2016-07-21 – Agenda Review Meetings As Needed
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<b>CITY GOAL:</b> Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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<b>PREPARED BY:</b> Anita Geraci-Carver, City Attorney
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<b>DATE:</b> July 8, 2016
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**BACKGROUND:** On April 4, 2016 Council adopted Resolution 2016-04-07 which provides for Council to hold an Agenda Review Meeting to review with the City Manager and staff, during a public meeting, the agenda for the impending City Council meeting. Since adopting the resolution, Council has determined that holding an Agenda Review Meeting prior to each and every regular meeting is unnecessary; however, Council recognizes there may be occasions when such a meeting is needed. Therefore, Council directed at its July 5, 2016 Council meeting for a resolution to be brought forward to allow for such a meeting when requested by a council member.

<b>STAFF RECOMMENDATION:</b> Motion to Approve Resolution 2016-07-21
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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**RESOLUTION 2016-07-21**

**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, on an as-needed basis, 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, adopted Resolution 2016-04-07 which provided for a meeting to review the agenda prior to each regular City Council meeting; however, City Council has since determined that such a meeting to review the agenda prior to each and every regular City Council meeting is unnecessary, but recognizes that occasionally there may be a particular need to do so;

**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 when needed.

**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. The City Council hereby repeals Resolution 2016-04-07.
3. No later than the fifth business day preceding the day of a regular council meeting, the City Manager is directed to have the draft agenda prepared and disseminated to City Council. No later than the fourth business day preceding the day of a regular council meeting, if one or more Councilmembers submit a request to the City Manager, 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"). The provisions for a special meeting as provided in Sec. 2-82 of the City of Groveland Code of Ordinances shall be followed. 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.

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 18th day of July, 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:** July 18, 2016

**ITEM NUMBER:** 3

**AGENDA ITEM:** Approve Agreement with Jennifer Montes to Provide Zumba Classes in Cooperation with the Parks & Recreation Department

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

**PREPARED BY:** Rebekah Morgan

**DATE:** June 27, 2016

**BACKGROUND:** Jennifer Montes, a certified Zumba instructor, in cooperation with the Parks & Recreation Department, wishes to offer Zumba classes to the Groveland community at the Lake David Center. This class will be offered as a City of Groveland recreation program, and as such, the Lake David Center will be provided to Ms. Montes for use at no cost. Ms. Montes may charge participants up to \$5 per class. The Recreation Advisory Committee was presented with this information at their June 14, 2016 meeting and recommended partnering with Ms. Montes to provide Zumba classes.

**STAFF RECOMMENDATION:** The Parks & Recreation Department recommends approving the agreement with Jennifer Montes to provide Zumba classes for the community at the Lake David Center.

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

## AGREEMENT

This Agreement is made on July \_\_\_\_\_ 2016 between JENNIFER MONTES, ("MONTES"), 1069 Chelsea Parc Dr, Minneola, FL 34715 and the City of Groveland ("the City"), 156 S. Lake Avenue, Groveland, Florida 34736 to use the City's Lake David Center for the purpose of providing Zumba classes as part of the City's Parks and Recreation Department.

The parties agree to the following terms and conditions: This Agreement between the two parties will be valid until September 30, 2017 except if otherwise terminated as provided below:

1. MONTES may use the Lake David Center, at no cost, in order to provide Zumba classes to residents of the City of Groveland and others, in cooperation with the City of Groveland's Parks and Recreation Department. The City of Groveland Parks and Recreation Manager and MONTES will work together to determine time schedules for MONTES' usage based on availability of the Lake David Center. Initially, MONTES will offer a Wednesday evening class. Tentatively, MONTES may offer a Saturday morning class, every other Saturday, commencing October 8, 2016. MONTES may charge participants up to \$5.00 per class and shall retain the funds received.
2. MONTES shall obtain from each participant, prior to the person's participation in the Zumba class(es), a signed Release Agreement in the form attached hereto as Exhibit A. MONTES understands and agrees that if a person does not execute a Release Agreement, the person is precluded from participating. MONTES shall remit the original signed Release Agreements to the City of Groveland Parks and Recreation Manager weekly.
3. Insurance: MONTES, at its expense, shall acquire and maintain at all times liability insurance in the amount of \$500,000. MONTES'S insurance shall name the City of Groveland as an additional insured and as a certificate holder. MONTES shall provide a copy of all current certificates of insurance and endorsements, naming the City as an additional insured and a certificate holder, required hereunder to City within five (5) business days of execution of this Agreement by both parties.
4. City shall not be liable for any and all damages, actions, suits, claims, and demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of MONTES' use of the Lake David Center or Zumba classes pursuant to this Agreement. In that regard, MONTES shall indemnify and defend and hold harmless City, its officers, directors, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the terms of this Agreement, including those arising out of injury to or death of any individuals, whether arising before, during, or after use of the Lake David Center and participation in Zumba, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence of MONTES or its employees, agents, volunteers or participants.
5. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or

verbal negotiations with regard hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.

6. **Governing Law/Venue and Jurisdiction:** This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction regularly sitting in Lake County, Florida.

Signed at Groveland, Lake County, Florida, the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF GROVELAND, FLORIDA

\_\_\_\_\_  
TIM LOUCKS, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
CITY CLERK/ACTING CITY CLERK

  
\_\_\_\_\_  
JENNIFER MONTES

Dated: 6-27-16

# EXHIBIT A



## RELEASE AGREEMENT CITY OF GROVELAND

In consideration of the opportunity to participate in the Zumba Program offered by Jennifer Montes and to be held at the Lake David Center owned by the City of Groveland, Florida, a municipal corporation, sponsored by the City of Groveland recreation department, I, the undersigned, \_\_\_\_\_ whose \_\_\_\_\_ address \_\_\_\_\_ is \_\_\_\_\_, do hereby agree to the following terms.

I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Zumba program. I confirm that I am healthy and able to participate in the Zumba Program, and have no medical condition that would prevent my participation in the Zumba Program. I understand that failure to follow any direction, regulation or rule may expose me to harm and may result in the termination of my participation in the Zumba Program.

I assume all risk of personal injury or death, and property damage or loss, from whatever causes arising from my participation in the Zumba Program. I understand that participation in Zumba requires physical exertion that may be strenuous and may cause physical injury, including death. I understand and accept these risks and acknowledge that these risks could result in my injury, permanent disability or death. I voluntarily, willingly, and knowingly assume any and all risks, known and unknown, in any way associated with my participation in the Zumba Program.

I grant express, voluntary, and knowing consent to the rendering of all emergency medical treatment that may become necessary while participating in Zumba Program. I understand that I shall be obligated to pay the costs of any such treatment.

I hereby agree to release, hold harmless, indemnify, and defend the City of Groveland, its employees, agents and representatives, from any and all liability, claims, demands, damages, expenses, action or causes of action and cost of actions, including attorney's fees for trial and appeal, arising from or connected in any way with my participation in the Zumba Program, whether due to my acts or the acts of others. I agree this provision includes any claims based on negligence,

ZUMBA PROGRAM - RELEASE AGREEMENT  
CITY OF GROVELAND

# EXHIBIT A

action, or inaction by the City of Groveland or its employees, agents and representatives. This Agreement to release, hold harmless, indemnify and defend shall be binding on me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the City, its employees, agents, and representatives.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

## Emergency Contact Information

In the event of an emergency, you are authorized to contact:

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Cell Phone Number and/or Home Phone Number



## **RELEASE AGREEMENT CITY OF GROVELAND**

In consideration of the opportunity to participate in the Zumba Program offered by Jennifer Montes and to be held at the Lake David Center owned by the City of City of Groveland, Florida, a municipal corporation, sponsored by the City of Groveland recreation department, I, the undersigned, \_\_\_\_\_ whose \_\_\_\_\_ address \_\_\_\_\_ is \_\_\_\_\_, do hereby agree to the following terms.

I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Zumba program. I confirm that I am healthy and able to participate in the Zumba Program, and have no medical condition that would prevent my participation in the Zumba Program. I understand that failure to follow any direction, regulation or rule may expose me to harm and may result in the termination of my participation in the Zumba Program.

I assume all risk of personal injury or death, and property damage or loss, from whatever causes arising from my participation in the Zumba Program. I understand that participation in Zumba requires physical exertion that may be strenuous and may cause physical injury, including death. I understand and accept these risks and acknowledge that these risks could result in my injury, permanent disability or death. I voluntarily, willingly, and knowingly assume any and all risks, known and unknown, in any way associated with my participation in the Zumba Program.

I grant express, voluntary, and knowing consent to the rendering of all emergency medical treatment that may become necessary while participating in Zumba Program. I understand that I shall be obligated to pay the costs of any such treatment.

I hereby agree to release, hold harmless, indemnify, and defend the City of Groveland, its employees, agents and representatives, from any and all liability, claims, demands, damages, expenses, action or causes of action and cost of actions, including attorney's fees for trial and appeal, arising from or connected in any way with my participation in the Zumba Program, whether due to my acts or the acts of others. I agree this provision includes any claims based on negligence, action, or inaction by the City of Groveland or its employees, agents and representatives. This Agreement to release, hold harmless, indemnify and defend shall be binding on me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the City, its employees, agents, and representatives.

**ZUMBA PROGRAM - RELEASE AGREEMENT  
CITY OF GROVELAND**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Emergency Contact Information**

In the event of an emergency, you are authorized to contact:

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Cell Phone Number and/or Home Phone Number



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> Mass Merchandising Underwriting	
	<b>PHONE (A/C, No, Ext):</b> 1-800-506-4856	<b>FAX (A/C, No):</b> 1-260-459-5590
<b>E-MAIL ADDRESS:</b> info@fitnessinsurance-kk.com		
<b>PRODUCER CUSTOMER ID:</b>		
<b>INSURED</b> Jennifer Lynn Montes 1069 Chelsea Parc Drive Minneola, FL 34715 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Nationwide Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b> 23787		

**COVERAGES** **CERTIFICATE NUMBER:** W00870247 **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000005861200	07/06/2016 12:01 AM EDT	07/06/2017 12:01 AM	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$500,000 PROFESSIONAL LIABILITY \$500,000 LEGAL LIAB TO PARTICIPANTS \$500,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>						PRIMARY MEDICAL EXCESS MEDICAL

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certified Instructor of: ZUMBA (R)

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

**CERTIFICATE HOLDER**

City of Groveland  
 156 S Lake Ave  
 Groveland, FL 34736  
 (Owner/Lessor of Premises)

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

*Scott Pugh*

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



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DATE (MM/DD/YYYY)

06/27/2016

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<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> Mass Merchandising Underwriting	
	<b>PHONE (A/C, No, Ext):</b> 1-800-606-4856	<b>FAX (A/C, No):</b> 1-260-459-5590
<b>E-MAIL ADDRESS:</b> info@fitnessinsurance-kk.com		
<b>PRODUCER CUSTOMER ID:</b>		
<b>INSURED</b> Jennifer Lynn Montes 1069 Chelsea Parc Drive Mlnneola, FL 34715 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Nationwide Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
		<b>NAIC #</b> 23787

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>						PRIMARY MEDICAL EXCESS MEDICAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement - Limit \$100,000  
 Certified Instructor of: ZUMBA (R)

**CERTIFICATE HOLDER**

Evidence of Coverage

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR



# basic steps 1

**Jennifer Montes**

**OFFICIAL ZUMBA® INSTRUCTOR**  
BASIC STEPS LEVEL 1



**"BETO" PEREZ**  
CREATIVE DIRECTOR

**February 27, 2015**

**DATE**

Zumba Fitness, LLC [www.zumba.com](http://www.zumba.com)



This document certifies that the above named person has successfully participated in an official Zumba® Instructor Training and is authorized to offer Zumba® classes for up to one year from the date hereof, subject to the terms and conditions set forth on the reverse side of this certificate or for so long as instructor is a ZIN™ member in good standing. Go to [zumba.com](http://zumba.com)/Find an Instructor to verify that Instructor's license is current and valid. The Instructor's name and licensed class formats will appear on Instructor's personal profile.



©. All rights reserved Zumba Fitness LLC, Zumba®, Zumba Fitness®, and the Zumba Fitness logos are registered trademarks of Zumba Fitness, LLC. Unauthorized use is strictly prohibited

## ONE-YEAR LIMITED TRADEMARK LICENSE AGREEMENT

This TRADE MARK (TFM) AGREEMENT (Agreement) is made and entered into as of the date shown in the title of this Certificate by and between Zumba Fitness, LLC ("Zumba"), and the instructor named therein ("Instructor").

WHEREAS, Zumba is the owner of the two word trademark "ZUMBA" (the "ZUMBA® Mark") used in or in connection with educational services, namely, according ZUMBA® dance fitness classes ("Services"); and

WHEREAS, Instructor wants to use the ZUMBA® Mark to provide Services;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and Instructor having complied an official Zumba® Instructor Training ("Training"), the parties agree as follows:

**1. Grant of License.** Zumba hereby grants to Instructor a non-exclusive, non-transferable, limited license ("License") within whereby, to use the ZUMBA® Mark to promote the Services, and Instructor accepts the License subject to the terms and conditions stated herein. This license is not valid in China or any country in which it would violate local or its laws or trade regulations.

**2. Term of Use.** Instructor agrees to use the ZUMBA® Mark only in the form and manner as prescribed from time to time by Zumba, and/or to enable third-party service providers to use the ZUMBA® Mark in combination with the ZUMBA® Mark. The only permitted trademark use of the ZUMBA® Mark under this License is in social communications and on class schedules. Instructor shall not incorporate the ZUMBA® Mark, its initials or just, in any corporate or trade name. Instructor shall have the right to use any Zumba logo, the Zumba logo, or ZUMBA® in connection with any clothing, shoes, videos, or similar items. Instructor agrees to use the ® symbol on the right hand shoulder of ZUMBA® in all print communications, and to use the ZUMBA® trademark in accordance with Zumba's trademark usage guide at [www.zumba.com/trademark](http://www.zumba.com/trademark).

**3. Ownership of Mark.** Instructor acknowledges that Zumba owns the ZUMBA® Mark and agrees that it will take all actions, consistent with such ownership and that all previous, present and future use of the ZUMBA® Mark by Instructor shall come to the notice of and be on behalf of Zumba. Instructor agrees that nothing in this License shall give Instructor any right or title of interest in the ZUMBA® Mark other than the right to use the ZUMBA® Mark in accordance with this License, and Instructor agrees that it will not attack Zumba's title to the ZUMBA® Mark or attack the validity of this License.

**4. Quality Standards.** Instructor agrees that the nature and quality of all Services provided by Instructor in connection with the ZUMBA® Mark shall conform to standards set by Zumba as explained in instructor training materials, the training materials, and as otherwise instructed by Zumba from time to time including at [www.zumba.com](http://www.zumba.com).

**5. Quality Maintenance.** Instructor agrees to cooperate with Zumba in facilitating Zumba's control of the quality of Services offered under the ZUMBA® Mark, prompt observation of Instructor's classes, and supply Zumba with evidence concerning compliance with the Agreement (upon request). Instructor shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the fitness and ZUMBA® Mark usage. Instructor agrees to comply with all instructions from Zumba's Legal Compliance department.

**6. Indemnification Proceedings.** Instructor agrees to promptly notify Zumba if Instructor becomes aware of any unauthorized use of the ZUMBA® Mark. Zumba shall have the sole right and authority to bring infringement, unfair competition or any other legal proceedings involving the ZUMBA® Mark.

**7. Terms.** This Agreement shall continue in full force and effect for a period of one year from the date of the issue of this Certificate, except that the License may be terminated as provided for in Sections 8.

**8. Termination For Cause.** Zumba shall have the right to terminate this Agreement upon ten (10) days written notice to Instructor upon breach of any of the provisions listed by Instructor or upon taking any illegal action in conflict determined by Zumba to be detrimental to the Zumba® brand.

**9. Effect of Termination.** Upon termination of this Agreement, Instructor shall immediately discontinue all use of the ZUMBA® Mark. As used in any and all conforming similar naming standards in the event Instructor created any unaffiliated or third-party trademarks, the ZUMBA® Mark instructor shall immediately discontinue all use of such trademarks. All rights in the Mark and the goodwill associated therewith shall remain the property of Zumba.

**10. Interpretation of Agreement; Enforcement.** This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. The parties agree that any legal action arising from or relating to this Agreement may be brought in a court of competent jurisdiction in Broward County, Florida, each party expressly waiving any challenge to personal jurisdiction and venue. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**11. Acceptance of Terms.** Instructor's participation in the Training and acceptance of this Certificate shall constitute Instructor's acceptance of the terms herein. Failure to accept shall be able to prohibit this original document during the term shall render the License void.



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** July 18, 2016

**AGENDA ITEM:** Discussion Item: Security measures for public meetings

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

**PREPARED BY:** Anita Geraci, City Attorney

**DATE:** June 28, 2016

**BACKGROUND:** City Council requested information relating to the City's ability to enhance security at its public meetings. §790.06(12)(a)7., Florida Statutes, provides that a license to carry a concealed weapon or firearm "does not authorize any person to openly carry a handgun or carry a concealed weapon or firearm into: any meeting of the governing body of a ..... municipality." It is a second degree misdemeanor for one to knowingly and willfully violate this prohibition. Unless expressly provided by the State Constitution or general law, the Legislature preempted the field of regulation of firearms.

In AGO 2005-13 the Attorney General's Office recognized the ability of a Council to adopt reasonable rules and polices to ensure orderly conduct of public meetings, and require orderly behavior on the part of those in attendance. While the AGO stated that requiring a person to provide identification prior to entering the public meeting is not permitted and does not further the goal of having reasonable rules and polices, nothing states that a city cannot impose "certain security measures on members of the public entering a public building, such a requiring the public to go through metal detectors or have their purses or briefcases searched."

The City of Fort Lauderdale equipped City Hall with walk-through metal detectors that are in operation for all City Commission meetings as of January 20, 2016. Their security measures include that prior to walking through the metal detector all bags and purses will be checked. If the alarm sounds, a secondary screening will take place that can include a hand-held metal detector or a pat down.

**STAFF RECOMMENDATION:** Provide direction

**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:** July 18, 2016

**ITEM NUMBER:** 6

**AGENDA ITEM:** Resolution 2016-07-22 –Building Department Funds

**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:** July 13, 2016

**BACKGROUND:** The City Council directed a resolution be brought forward designating how the building department funds will be expended. As Council is aware building permit and inspection fees imposed pursuant to §166.222, Florida Statutes may only be utilized to cover the necessary reasonable costs of the enforcement of the Florida Building Code and fire prevention codes. Space to house activities relating to enforcement of the Florida Building Code and fire prevention codes is a reasonable cost of providing enforcement. While Council may utilize the building department funds for other costs relating to enforcement of the Florida Building Code and fire prevention code, this resolution specifically designates that such funds are to be used solely for construction of a building or that portion of a building that will house the City's building department in accordance with all requirements of Florida law. One of the requirements of Florida law, for example, is that if the building department is carrying out functions unrelated to enforcement of the Florida Building Code, the fees can only be used to cover the prorated costs of construction directly relating to enforcement of the Florida Building Code, not the entire portion attributable to the building department space.

**STAFF RECOMMENDATION:** Motion to Approve Resolution 2016-07-22

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

**RESOLUTION 2016-07-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, DESIGNATING BUILDING DEPARTMENT FUNDS TO BE USED FOR CONSTRUCTION OF A BUILDING OR THAT PORTION OF A BUILDING THAT WILL HOUSE THE CITY'S BUILDING DEPARTMENT; PROVIDING DIRECTIONS TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Groveland recognizes that building permit and inspection fees imposed pursuant to §166.222, *Florida Statutes*, and retained by the City may only be utilized to cover the necessary reasonable costs of the enforcement of the Florida Building Code and fire prevention codes; and

**WHEREAS**, the City Council finds that the provision of space to house activities relating to enforcement of the Florida Building Code and fire prevention codes is a reasonable cost of providing enforcement; and

**WHEREAS**, in June of 2008 the City of Groveland purchased real property for the purpose of constructing a new city hall; and

**WHEREAS**, since the purchase City Council has discussed various ideas relating to its construction; and

**WHEREAS**, the City Council, as recently as 2015-2016, has discussed construction of a new city hall or administration building and has reaffirmed that the property purchased in June of 2008 located on Crittenden Street will be used for that purpose; and

**WHEREAS**, the building department is currently housed at city hall and it is contemplated that it will be housed in a newly constructed city hall or administration building; and

**WHEREAS**, the City Council recognizes the City may use building permit and inspection fees for other legal expenditures relating to enforcement of the Florida Building Code and fire prevention code; however, the City Council desires to designate such funds to be used solely for construction of a building or that portion of a building that will house the City's building department in accordance with all requirements of Florida law;

**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. The City Council hereby designates building permit and inspection fees collected and retained by the City of Groveland to be used solely for construction of a building or that portion of a building that will house the City's building department in accordance with all requirements of Florida law.

3. This resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Florida, this 18th day of July, 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

<b>MEETING DATE:</b> July 18, 2016
------------------------------------

<b>ITEM NUMBER:</b> 8
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<b>AGENDA ITEM:</b> Approve Silver Eagle Storage Tank construction contract
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<b>CITY GOAL:</b> Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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<b>PREPARED BY:</b> James Huish
---------------------------------

<b>DATE:</b> July 13, 2016
----------------------------

**BACKGROUND:** The Public Services Utilities Division received five bids on July 12, 2016 for the construction of the Silver Eagle Reclaim Storage Tank. The bids ranged from \$1.364 M to \$1.954 M. The lowest responsible bidder was Vogel Brothers, Inc. We are seeking approval to accept the low bid and enter into a construction contract with Vogel Brothers, Inc. Please see the attached bid opening minutes.

<b>STAFF RECOMMENDATION:</b> Accept the low bid and approve entering into a construction contract with Vogel Brothers, Inc. for \$1,364,000.00,
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<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
------------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
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*"The city with a future, watch us grow!"*

# City of Groveland

## Bid Opening Minutes

Tuesday, July 12, 2016

### Project Bid # 2016-6-01

### Silver Eagle Reclaim Storage Tank & Emergency Generator

The City of Groveland held a bid opening on Tuesday, July 12, 2016 in City Hall located at 156 S. Lake Avenue. Utility Services Director James Huish opened the bids while City Clerk Teresa Maxwell transcribed the minutes. A representative of the engineering firm BESH was in attendance to answer any questions. Those in attendance were as follows:

1. Utility Technicians  
Bob Baker  
630 Goodbar Ave.  
Umatilla, FL 32784  
352-669-5822  
Fax: 352-669-6037  
[Bbaker@utilitytechnicians.com](mailto:Bbaker@utilitytechnicians.com)
2. CenState Contractors  
Kim Smart  
2288 Executive Rd.  
Winter Haven, FL 33882  
863-324-3882  
Fax: 863-324-3648  
[donna@censtate.com](mailto:donna@censtate.com)
3. Vogel Bros. Building Co.  
Jeff James  
PO Box 5200  
Lakeland, FL 33811  
863-646-5078  
Fax: 863-644-5107  
[jjames@vogelbldg.com](mailto:jjames@vogelbldg.com)
4. CROM  
Jim Worwick  
250 SW 36<sup>th</sup> Terrace  
Gainesville, FL 32607  
352-372-3436  
Fax: 352-372-6209  
[jmw@cromcorp.com](mailto:jmw@cromcorp.com)
5. Close Construction, LLC.  
Kari Shorter  
301 NW 4<sup>th</sup> Ave.  
Okeechobee, FL 34972  
863-467-0831  
Fax: 863-763-6337  
[danny@closeconstruction.us](mailto:danny@closeconstruction.us)
6. CROM  
Bill Barrio  
250 SW 36<sup>th</sup> Terrace  
Gainesville, FL 32607  
352-372-3436  
Fax: 352-372-6209  
[wrb@cromcorp.com](mailto:wrb@cromcorp.com)

### Bid Results

	<u>1-8 Pricing</u>	<u>Emergency Generator</u>	<u>Addendum 1</u>	<u>Addendum 2</u>
1. CenState Contractors	\$1,288,000	\$139,000	Yes	Yes
2. Vogel Bros.	\$1,254,000	\$110,000	Yes	Yes
3. Close Construction	\$1,436,051	\$139,325	Yes	Yes
4. CROM Corp.	\$1,314,900	\$130,000	Yes	Yes
5. Utility Technicians	\$1,795,033	\$159,425	No	No

### Adjournment

Mr. Huish closed the bid opening meeting after inspecting the last bid submission at 2:14pm.