

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING  
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, AUGUST 15, 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**

Economic Development Report – Rodney Lucas – Interim Community Development Director/Economic Development Manager  
Proclamation – Constitution Week 2016

**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 August 1, 2016
- Approval of City Council Workshop Minutes of August 1, 2016
- Approval of City Council Workshop Minutes of August 8, 2016

### **Old Business**

1. Approve Ordinance 2016-08-17: Vacation of Easement re: Southgate – Final Reading

### **New Business**

2. Approve Amended Traffic Signal Maintenance and Compensation Agreement
3. Award Municipal Services Water, Wastewater and Reclaim Water User Rate Study to PRMG
4. Approve Resolution 2016-08-26: Revise Interlocal Agreement Between the City and the City of Mascotte for Provision of Wastewater Services
5. Discussion – Air Lantern Release Ceremony for Pulse Victims
6. Approve Contract with Gina Hall – HR Consulting, LLC

### **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 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.



## **Economic Development Division**

City of Groveland's Motto, Vision and Mission Statement

**Motto:** City with a Future, Watch us Grow

**Vision Statement:** Creating Solutions for Our Future

**Mission Statement:** The Mission of the City of Groveland is to Inform, Involve, and Inspire the Citizens we serve. We understand that Groveland will have smart growth with continued focus, dedication, and discipline in providing quality services.

**August 15, 2016 Report:**

### **Update on Industrial/Commercial/Retail Activities:**

Raney Holdings, LLC completed economic development incentive application, completion of Comp. Plan/Rezoning and pending Construction permit application. Next meeting with applicant is August 12.

Dunkin Doughnuts/Baskins Robbins – Planning a photo shoot with Store owner and City Council.

City Council has directed staff to enter into a consultant service agreement with Marvin Puryear starting October 1, 2016 to develop retail strategies to recruit businesses along SR50 and US HWY 27 and marketing, developing, and assessing land values to assist the City with selling City owned properties from our Land Bank, etc.

### **Residential Permits - Number of Single Family Residential (SFR) Permits for July 2016**

- City Council directed staff to adjust excel spreadsheet in the Building Permit Log to properly track how long it takes to issue a building permit. We have added columns to record date we receive permit applications and the date completed so we know the number of days it takes to process. We changed this mid-July and will make the adjustment to record this for the month of August. It will be reported by second cycle in September 2016.
- Planning and Zoning Department will start tracking the number of Developers making pre-application through Development Review Committee (DRC) each month starting with August information reported September 2016 by second cycle.
- Building Department issued 57 SFR permits for the month of July increasing 53% from the previous year's 27 SFR for July 2015. An increase of 30 SFR permits. We did increase our overall productivity from 150 SFR to 262 SFR. An increase of 112 permits from last year's total number of permits issued.
- 85 miscellaneous permits issued for the month of July.

## **Economic Development Strategy:**

### **Economic Development Overview**

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The Economic Development Department is charged with working with property owners and developers to increase the office and retail sectors of the City. This involves seeking out unique and interesting venues in which Groveland residents can shop, dine and explore.

In keeping with our overall mission, the city is working on developing a three-point strategy in order to accomplish this important revenue-generating task.

1. To identify and assist retail developers to commit, invest, and build new high-quality municipal sales tax generating projects in Groveland;
2. To assist our present landowners in the sale and development of potential retail sites to their best use;
3. To recruit new and retain existing Groveland, restaurants, and other businesses that Groveland citizens and visitors desire and will support.
  - To compete with other cities for local and international businesses;
  - Stimulate our economy through increased training and development of our workforce for employment readiness;
  - Retention of our current businesses through business plan and future land use planning for development and expansion;
  - Recruitment of national and international retail and restaurant franchises;
  - Solicit for business growth within the industries of Agritech, Business Services, Cleantech, Health & Wellness, Manufacturing & Warehouse/Distribution and Arts, Recreation & Leisure.

### **Policies & Procedures for Community Development Department**

City has updated two economic development incentives policies by adopting CRA Resolution 2015-11-16 and Ordinance 2015-05-06.

Community Development Department is putting together a streamline process for economic development projects and building permits that make it simpler for all.

Currently we have 12 step Site Plan process based on Sec. 153-35 along with Building Department applications and Economic Development incentives we need to reduce to 9 step process:

- 1) Developer/land owner notifies City of Project
- 2) Staff meets with key stakeholders in a Pre-application Development Review Committee (DRC)
- 3) Economic Development Incentive Application - If a company meets our minimum qualifications through the above Resolution and Ordinance staff will draft a Memorandum of Understanding (MOU) which is reviewed by our City attorney and then agreed to by both parties
- 4) Site Plan Review: Comp. Plan/Rezoning through the Planning & Zoning Department

- 5) Construction Plans/Plan Reviews through Building Department
- 6) After building plans are received all City fees are calculated based on the use, size and materials of project. Then specific fee reduction terms are drafted by staff using the Council approved economic development assistance/ordinance if funding is available
- 7) Development agreement that include those terms are presented to Council for approval
- 8) Payment received in full of all impact fees
- 9) Reimbursement provided based on funding available and Council approval

**Infill Development:**

The City of Groveland received a grant from the Florida Small Cities Community Development Block Grant, Disaster Recovery and Neighborhood Stabilization Program in the amount of \$650,000. The Community Development Block Grant Program is a federal program that provides funding for housing and community development activities. Congress created the program when it passed the Housing and Community Development Act of 1974.

The program, which is administered by the United States Department of Housing and Urban Development (HUD), consists of two components:

1. Entitlement Program - funds are provided directly to urban communities, and
2. State Program - funds are allocated to the states for distribution to eligible non-entitlement communities

The grant is broken down into 3 parts:

1) Administration	\$97,500
2) Housing – Temporary Relocation	\$10,000
3) Housing – Rehab/Demo/Replacement	\$542,500
Total:	\$650,000

To date, we have received 19 applications with us assisting 11 households. We have spent approximately \$504,017 on rehab (7), demo (4) and new construction (4). We have two outstanding homes to complete in Garcia and Crook.

The benefits from this program is to stabilize our housing stock by making sure homes are up to building code and increase the tax base from the improvement of the property against the tax rolls. Grant will be closed out by September 15, 2016.

**Marketing**

Economic Development Division will market the City amenities through brochures, website, joint ventures with Marvin Puryear, Lake County and trade shows like the National League of Cities, Florida Redevelopment Association and the International Council of Shopping Centers (ICSC).

**Tools**

- Economic Development Incentives – City/CRA
- Land Bank
- Public, Private, Partnership

**Recruitment of New Businesses**

We currently have several active businesses seeking properties or building space to relocate to Groveland:

- Medical Dialysis - seeking location by Walgreen
- Taco Bell - seeking location by Walgreen

**Expansion of Current Businesses**

- Raney Holdings, LLC

**Top 5 Major Employers:**

- SECO ENERGY
- Cherry Lake Tree Farm
- Lake County School Board
- Publix
- City of Groveland

**City Stats:**

Incorporated:	1922
Population:	12,077
Municipal Boundaries:	19.67 Square Miles
Government:	City Council/Manager

**Business Tax Receipts**

RENEWED / LICENSE ISSUED

8/1 – 12/31/2015            276

NEW BUSINESS / LICENSE ISSUED

1/1 – 1/20-2016            9

**Economic Development Incentives**

CRA            Awarded \$35,932.03 FY15-16

Citywide	Building Division	\$50,000 Available
	Community Development	\$75,000 Available

**Recent Business Establishments/Activity**

- Coast to Coast Trail
- HWY 50 Realignment
- Proposed Municipal Complex
- Villa City DRI

**Major Business Districts**

<b>District</b>	<b>Classification</b>	<b>Industry Focus</b>
Downtown	Commercial	Retail/Services
Hunt Industrial Park	Commercial/Industrial	Com./Retail/Manufacturing
Groveland Commerce Park	Industrial	Industrial
Ford Commerce Park	Industrial	Manufacturing/Office
Seneca Industrial Park	Industrial	Manufacturing
Timber Village Industrial Park	Industrial	Retail/Office

**CITY OF GROVELAND POPULATION**

2010	2014	2015
8,729	10,546	12,077
Cities of Lake County		
Years	2010	2015
Astatula	1,810	1,824
Clermont	28,742	32,348
Eustis	18,558	19,432
Fruitland Park		
	4,078	4,214
<b>Groveland</b>	<b>8,729</b>	<b>12,077</b>
Howey-in-the-Hills	1,098	1,106
Lady Lake	14,207	13,926
Leesburg	21,547	20,117
Mascotte	5,401	5,101
Minneola	10,470	9,403
Montverde	1,472	1,463
Mount Dora	13,167	12,370
Tavares	15,106	13,951
Umatilla	3,798	3,456
Unincorporated	160,400	154,245

	2015		2010	
	Households	Average Household Size	Households	Average Household Size
Groveland	3,111	2.99	2,863	3.04
Lake County	128,573	2.43	121,289	2.42

### Building Housing Permits

SFR - Homes - 2014		% of Change '14 to '15	SFR - Homes - 2015		% of Change '15 to '16	SFR-Homes - 2016	
Jan	74	(68%)	Jan	14	44%	Jan	25
Feb	22	(69%)	Feb	13	61%	Feb	33
Mar	2	91%	Mar	23	18%	Mar	28
Apr	47	(81%)	Apr	26	57%	Apr	61
May	25	(25%)	May	20	35%	May	31
Jun	31	(15%)	Jun	27	0%	Jun	27
Jul	53	(96%)	Jul	27	53%	Jul	57
Aug	38	(81%)	Aug	21		Aug	
Sep	36	(11%)	Sep	32		Sep	
Oct	9	64%	Oct	25		Oct	
Nov	11	35%	Nov	17		Nov	
Dec	37	(42%)	Dec	26		Dec	
<b>Total</b>	<b>385</b>	<b>(42%)</b>	<b>Total</b>	<b>271</b>	<b>57%</b>	<b>Total</b>	<b>262</b>

**City of Groveland, FL Community Development  
Department**

Project period: 9/2014 through 5/2016

Commercial Projects	Land Use	Location	Square Footage	Project Cost	Economic Incentives	New Units	Status
Hunt Industrial Park	Industrial	City	46,972	4,373,844	57,858.26 (Cash Investment) 61,016.90 County Impact fee Credit	62	Completed
Captive Aire	Industrial	City	36,000	3,354,120	29,132.41 (Cash Investment)	Warehouse	Completed
Dunkin Donut	Non-Industrial	City	2,850	373,350	None	1	Under Construction
Timeless Boutique	Commercial	CRA	3,500	160,000	10,000 Rebate	N/A	Completed Rehab
Hick Daddy Smoke	Commercial	CRA	1,300	11,870	1,187 Rebate	N/A	Completed Rehab
Riffle's Air & Heat	Industrial	CRA	8,400	549,696	10,000 Rebate	7	Completed
My Kinda Color Nail Salon	Commercial	CRA	3,000	34,320	3,432.03 Rebate	N/A	Completed Rehab
Faith Neighborhood Center	Industrial	CRA	6,000	517,200	10,000 Rebate	Warehouse	Under Construction
James BBQ	Commercial	City			Pending Application	N/A	Completed Rehab
Raney Holdings, LLC	Industrial	City	45,000		Application	2 Structures and 2 future Structures	Pending Comp. Plan/Rezoning/Const
<b>TOTALS</b>	<b>10</b>		<b>145,522</b>	<b>9,374,400</b>	<b>182,626.60</b>		

# Proclamation

## Constitution Week 2016

*Whereas*, the Constitution of the United States established a foundation for the success of our nation through core beliefs such as popular sovereignty and limited governments; and

*Whereas*, September 17, 2016 marks the two hundred twenty-ninth anniversary of the Framing of the Constitution of the United States of America by the Constitutional Convention; and

*Whereas*, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

*Whereas*, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

*Now, Therefore, be it Proclaimed*, I, Tim Loucks, Mayor of the City of Groveland, on behalf of its' citizens, do hereby proclaim September 17-23, 2016 as:

### CONSTITUTION WEEK

*In Witness Thereof*, I have hereunto set my hand and caused the Great Seal of the City of Groveland to be affixed this 15th day of August 2016.



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

\_\_\_\_\_  
Teresa Maxwell, City Clerk

***City of Groveland***  
Minutes  
**City Council Meeting**  
Monday, August 01, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, August 01, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:15pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, John Griffin 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.

**OPENING CEREMONIES**

The meeting opened with the Pledge of Allegiance led by Vice Mayor Karen McMican. The invocation was given by Pastor Tony McCoy.

**Guest Speaker, Presentations and Proclamations**

- **Proclamation in Support of #OrlandoStrong**
- **Police Department Acknowledgement**

*Pastor Tony McCoy of Hope International Church presented Chief of Police, M. Smith Tennyson with the 2016 Community Shakers Award for his service and dedication to the City of Groveland.*

**REPORTS**

- a. **Council Members**
  - Council Member Mike Radzik reported that he had followed up with the City Manager regarding the scheduling of a meeting with the juice factory owners, city staff, and Secretary Downs to discuss the Hwy 50 realignment project. Mr. Radzik reported Mr. Jones indicated he would be coordinating this meeting soon.
  - Council Member Dina Sweatt reported that she attended the Groveland City Council Workshop on July 22<sup>nd</sup> regarding placement of sanitation revenue and expenditures. Mrs. Sweatt also attended the Business of the Month photo shoot at Papi's Pinchos on July 28<sup>th</sup>. Mrs. Sweatt reported that the Keep Lake Beautiful committee meeting was canceled for the month of July and the next meeting will be August 15<sup>th</sup>.
  - Council Member John Griffin reported that his report comes from on high. He reported that the Lord told him to forgive those that have offended him and to ask those that he had offended to forgive him. Mr. Griffin reported he wanted to show the God in him, and asked if he had offended any member of Council or anyone in the audience to please forgive him. Mr. Griffin reported that he forgives those who have offended him.
  - Vice Mayor Karen McMican reported that she attended the Groveland City Council Workshop on July 22<sup>nd</sup> regarding placement of sanitation revenue and expenditures. Mrs. McMican also attended the Business of the Month photo shoot at Papi's Pinchos on July 28<sup>th</sup>. Mrs. McMican reported that she attended the Business after Hours event at Clermont Chiropractic Center hosted by the South Lake Chamber of Commerce.
  - Mayor Tim Loucks reported that he received a call regarding a proposed rowing competition at Lake David Park. Mr. Loucks stated he would forward the contact

information to staff to coordinate a meeting with the City Manager. Mr. Loucks reported that he attended the Business of the Month photo shoot at Papi's Pinchos on July 28<sup>th</sup>. Mr. Loucks invited the public to the 2016 Hob Nob with candidates on August 10<sup>th</sup> at the Clermont Arts and Recreation Center from 5:00pm to 7:30pm hosted by the South Lake Chamber of Commerce.

**b. City Manager**

City Manager, Redmond Jones gave his written report to Council.

*Consensus from City Council to have staff choose a quote for the sound system upgrades from one of the quotes received.*

**c. City Attorney**

City Attorney, Anita Geraci-Carver reported an update regarding one of the red light camera cases that has been pending in the Third District Court of Appeal, reporting that the court found that the photo enforcement program does comply with statute and does not reflect an informal delegation of police power.

**d. Citizen Advisory Committee**

**CONSENT AGENDA**

- **Approval of City Council Special Meeting Minutes of July 15, 2016**
- **Approval of City Council Meeting Minutes of July 18, 2016**
- **Approval of City Council Workshop Minutes of July 18, 2016**
- **Approval of City Council Workshop Minutes of July 22, 2016**

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

**NEW BUSINESS**

**1. Resolution 2016-08-23: Amending the 2015-2016 General Fund Budget**

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

*The motion was approved with all members present voting aye.*

**2. Resolution 2016-08-24: Amending the 2015-2016 Enterprise Fund Budget and Establishing a Separate Enterprise Fund to House Sanitation Revenues and Expenditures.**

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

*The motion was approved with all members present voting aye.*

**3. Ordinance 2016-08-17: Vacation of Easement – Southgate**

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

*The motion was approved with all members present voting aye.*

**4. Approval of Rocker Lockers Site Plan**

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

*Brian Denham from Denham Engineering gave a brief presentation to the City Council.*

*The owner agreed to do the following as part of the City Council's approval of the site plan:*

*The engineer of record will make a hand notation on the site plan clarifying the 2' landscape buffer reflected in the northwest corner along the western boundary is in fact a 10' landscape buffer.*

*A berm will be added as part of the landscape buffer along the north boundary and that portion of the western boundary where it abuts the Green Valley Townhome project. The berm will meet City specifications as to slope. The fence will be constructed on top of the berm if allowed by City Code. The berm will be in place prior to the construction of the buildings, but this does not include landscaping and fencing.*

*The owner and builder of the Green Valley Townhome project were present and were in agreement with the revisions to the site plan. The Green Valley Townhome owner and builder agreed that the berm on the western boundary of Rockers Lockers where it abuts the Green Valley Townhome project can be extended onto the Green Valley Townhome property.*

*The motion was approved with all members present voting aye.*

**5. Approval of Donation to South Lake Dixie Youth Baseball**

*Council Member Mike Radzik moved to approve a \$500.00 donation; seconded by Council Member Dina Sweatt.*

*The motion was approved with all members present voting aye.*

**6. Approval of Purchase of an Advertisement in Holy Convocation Souvenir Book**

*Council Member Mike Radzik moved to table this item and bring back specifics to see if this item meets requirements, determining that there is a public benefit and/or purpose; seconded by Council Member Dina Sweatt.*

*The motion was approved with all members present voting aye.*

**7. Approval of Purchase of an Advertisement in Pastor's Appreciation Booklet**

*Council Member Dina Sweatt moved to table this item; seconded by Council Member Mike Radzik.*

*The motion was approved with all members present voting aye.*

**8. Resolution 2016-08-25: Establish Location of Municipal Complex**

*Vice Mayor Karen McMican moved to approve; seconded by Council Member John Griffin.*

*Vice Mayor Karen McMican and Council Member John Griffin amended their motion to include approving Option 1 Crittenden Street for Location of Municipal Complex.*

*The motion was approved with the votes as follows: Council Member Mike Radzik-aye, Council Member Dina Sweatt-aye, Vice Mayor Karen McMican-aye, Council Member John Griffin-aye, and Mayor Tim Loucks-aye.*

**9. Resolution 2016-07-19: In Support of FWC's Decision to Suspend Bear Hunt in 2016**

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

*The motion failed with votes as follows: Council Member Dina Sweatt-nay, Council Member Mike Radzik-nay, Vice Mayor Karen McMican-nay, Council Member John Griffin-aye and Mayor Tim Loucks-aye.*

*Council Member John Griffin left the meeting at 8:45pm.*

**PUBLIC COMMENT**

*Consensus from Council to direct staff to research local ordinance regarding drone use.*

**ANNOUNCEMENTS**

**ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 9:05pm*

Attest:



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

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

***City of Groveland***  
**Workshop Minutes**  
**City Council**  
Monday, August 01, 2016

The Groveland City Council met in a workshop on Monday, August 01, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 5:45pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson. Council Member John Griffin was absent. Council Member Mike Radzik arrived at 6:00pm.

**AGENDA**

**1. Capital Improvement Plan 2016-2021**

*Finance Director, Gwen Walker addressed the Council and answered Council questions.*

*Consensus to set aside \$200,000.00 in the Discretionary Tax Fund Budget 2016-2017 for conceptual design, site investigation, and existing conditions review for a municipal complex.*

*The Council and staff discussed further before allowing public comment.*

**PUBLIC COMMENT**

**ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 6:30pm.*



Attest:

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Tim Loucks, Mayor

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Lisa Cortese, Acting City Clerk

**City of Groveland**  
Workshop Minutes  
**City Council**  
Monday, August 08, 2016

The Groveland City Council met in a workshop on Monday, August 08, 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 Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson. Council Member John Griffin was absent.

**AGENDA**

**1. Discuss the General Fund Budget 2016-2017**

*Rodney Lucas, Interim Community Development Director/Economic Development Manager gave a brief presentation to Council.*

*Marvin Puryear with Coldwell Banker Commercial gave a brief presentation to Council.*

*Gwen Walker, Finance Director gave a brief presentation to Council.*

*Staff and Council discussed the proposed General Fund Budget for 2016-2017 at length.*

*Consensus from Council to make the following changes to the General Fund Budget for 2016-2017:*

- *Remove \$25,000.00 from 340 Professional Services for Public Engagement for PPP.*
- *Remove \$21,000.00 from 481 Events for July 4<sup>th</sup>. This will now be a sponsored event with the exception of \$10,000 that will remain in line item 481 Events for the fireworks.*
- *Remove \$61,000.00 from Police Department for CALEA Administrator and include in organization chart as an unfunded position.*
- *Reduce travel expenses from \$28,500.00 to \$15,000.00.*
- *Provide justification for a planner position. This will remain an open item until staff provides Council with documentation to support this item.*
- *Have staff bring forward a policy that includes a bonus for employees at the top of their pay range verses a pay raise.*

- *Holiday Bonus will consist of a \$100.00 visa card for all employees.*
- *Adopt 5.6 Millage Rate for 2016-2017.*

*Consensus from Council to change the date of the Budget Workshop scheduled for August 23<sup>rd</sup> to August 15<sup>th</sup> at 6:00pm.*

**PUBLIC COMMENT**

**ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 8:35pm.*



Attest:

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Tim Loucks, Mayor

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Lisa Cortese, Acting City Clerk



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	August 15, 2016
<b>ITEM NUMBER:</b>	1
<b>AGENDA ITEM:</b>	<b>Ordinance 2016-08-17 Vacation of Easement re: Southgate – Second Reading</b>
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Anita Geraci-Carver, City Attorney
<b>DATE:</b>	August 5, 2016

**BACKGROUND:** Previously the LPA recommended and the City Council approved vacating the easement which is the subject of this Ordinance. However, there was an error in the title and legal description.

The easement is a written recorded easement which is no longer needed for ingress and egress purposes. Vacating the easement will not deny any property legal access. A new access or entrance will be constructed as part of the development of the Southgate subdivision.

<b>STAFF RECOMMENDATION:</b>	Motion to approve Ordinance 2016-08-17
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<b>REVIEWED BY CITY MANAGER:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>

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

**ORDINANCE 2016-08-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, VACATING THE EASEMENT AS SET FORTH IN THE NON-EXCLUSIVE EASEMENT DEED (INDIVIDUAL), AS RECORDED IN OFFICIAL RECORDS BOOK 1409, PAGES 145 - 147, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 30, TOWNSHIP 22 SOUTH, RANGE 25 EAST; VESTING OF TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cary Malevar, on behalf of the Owner, Southgate of Lake County, LLC, seeks to vacate that certain easement granted to the public affecting development of its property identified as Parcel No. 30-22-25-000200000300 and Parcel No. 30-22-25-000200000700.

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

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

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

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

**Section 1: Vacation.**

The easement as described in the Non-Exclusive Easement Deed (Individual) dated January 20, 1995, and recorded in Official Records Book 1409, Pages 145 – 147, Public Records of Lake County, Florida and more particularly described as follows:

**LEGAL DESCRIPTION**

The South 25 feet of the South 165 feet of the NE ¼ of the NW ¼ of Section 30, Township 22 South, Range 25 East, Lake County, Florida, LESS AND EXCEPT the East 1033.26 feet thereof. Also, the South 25 feet of the West 150 feet of the East 1033.26 feet of the South 165 feet of the NE ¼ of the NW ¼ of Section 30, Township 22 South, Range 25 East, Lake County Florida.

is hereby closed and vacated as a public easement.

**Section 2: Vesting of title.**

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

**Section 3: Severability.**

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

**Section 4: Conflict.**

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

**Section 5: Effective Date.**

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

ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this \_\_\_\_ day of August, 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
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** August 15, 2016

**ITEM NUMBER:** 2

**AGENDA ITEM:** Traffic Signal Maintenance and Compensation Agreement

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

**PREPARED BY:** James Huish

**DATE:** August 4, 2016

**BACKGROUND:** The City of Groveland is the maintaining agency for six traffic signals on state roads within the City as described in Exhibit A of the agreement. The Florida Department of Transportation compensates the City for maintaining these traffic signals through the Traffic Signal Maintenance and Compensation Agreement attached. The Public Services Department requests Council approval to continue this agreement and that the Mayor execute the agreement.

**STAFF RECOMMENDATION:** Approve and execute the Traffic Signal Maintenance and Compensation Agreement.

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

CONTRACT NO. AS011  
FINANCIAL PROJECT NO. 413019-38805  
F.E.I.D. NO. F596000330008  
AMENDMENT NO. 1

**THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT** ("Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and **CITY OF GROVELAND**, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on **DECEMBER 17, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

**CITY OF GROVELAND**

\_\_\_\_\_, Florida  
(Maintaining Agency)

By \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: \_\_\_\_\_

## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. AS011  
 FINANCIAL PROJECT NO. 413019-38805  
 F.E.I.D. NO. F596000330008

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Statutory Authority** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.  
  
The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE  
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who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.
 

A "Force Majeure Event" means the occurrence of:

  - (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
  - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
  - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates \_\_\_\_\_ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE  
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- b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.
  - c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
  - d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
  33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
  34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
  35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
  36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
  37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
  38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
  39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE  
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- later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.
40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
  41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
  42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
  43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
  44. The Maintaining Agency shall:
    - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
    - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
  45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
  46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
  47. Exhibits A, B, and C are attached and incorporated into this Agreement.
  48. This Agreement contains all the terms and conditions agreed upon by the parties.



## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENTEXHIBIT B  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

## 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

## 2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

## 3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of



## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT

## EXHIBIT C

Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
Maintaining Agency                      Date

\_\_\_\_\_  
District Traffic Operations Engineer      Date

**ATTACHMENT 1**

**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT**

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	
\$ _____	

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
Maintaining Agency                      Date

\_\_\_\_\_  
District Traffic Operations Engineer      Date



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** August 15, 2016

**ITEM NUMBER:** 3

**AGENDA ITEM:** Municipal Services Water, Wastewater and Reclaim Water User Rate Study

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

**PREPARED BY:** James Huish

**DATE:** August 5, 2016

**BACKGROUND:** The Public Services Utilities Division received two proposals for the Municipal Services Water, Wastewater and Reclaim Water User Rate Study. The proposals were reviewed and scored by staff and the results are attached. We are seeking approval to enter into a contract for Municipal Services Water, Wastewater and Reclaim Water User Rate Study with PRMG. Funding for these services is available in the current budget.

**STAFF RECOMMENDATION:** Approve entering into a contract for consulting services related to the Municipal Services Water, Wastewater and Reclaim Water User Rate Study with PRMG.

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

# Utility Rate Structure Study

RFP #2016-07-1

Bid Score Sheet - *Composite*

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

Firms	PRMG	Willdan			
Project Understanding	19	18			
Project Team	16	19			
Qualifications	20	20			
References	20	17			
Office Location	20	20			
Pricing	20	15			
Total Score	115	109			

Firm Ratings

- 1 PRMG
- 2 Willdan
- 3
- 4

# Utility Rate Structure Study

*Redmond*

RFP #2016-07-1

Bid Score Sheet

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

Firms	<i>PRMG</i>	<i>Willdon</i>			
Project Understanding	<i>4</i>	<i>5</i>			
Project Team	<i>3</i>	<i>5</i>			
Qualifications	<i>5</i>	<i>5</i>			
References	<i>5</i>	<i>5</i>			
Office Location	<i>5</i>	<i>5</i>			
Pricing	<i>5</i>	<i>3</i>			
Total Score	<i>27</i>	<i>28</i>			

Firm Ratings

1 *Willdon*

2 *PRMG*

3

4

# Utility Rate Structure Study

RFP #2016-07-1

Bid Score Sheet

*Jamil*

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

Firms	PRMG	Willdan			
Project Understanding	5	4			
Project Team	5	5			
Qualifications	5	5			
References	5	5			
Office Location	5	5			
Pricing	5	4			
Total Score	30	28			

Firm Ratings

1 PRMG

2 Willdan

3

4

LM

# Utility Rate Structure Study

RFP #2016-07-1

Bid Score Sheet

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

Firms	PRMG	Willdan			
Project Understanding	5	4			
Project Team	4	5			
Qualifications	5	5			
References	5	3			
Office Location	5	5			
Pricing	5	4			
Total Score	29	26			

- Firm Ratings
- 1 PRMG
  - 2 Willdan
  - 3
  - 4

*Seun*

# Utility Rate Structure Study

RFP #2016-07-1

Bid Score Sheet

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

Firms	PRMG	Willdan			
Project Understanding	5	5			
Project Team	4	4			
Qualifications	5	5			
References	5	4			
Office Location	5	5			
Pricing	5	4			
Total Score	29	27			

Firm Ratings

- 1
- 2
- 3
- 4



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** August 15, 2016

**ITEM NUMBER:** 4

**AGENDA ITEM:** Resolution to revise Interlocal Agreement With Groveland and Mascotte

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

**PREPARED BY:** James Huish

**DATE:** July 15, 2016

**BACKGROUND:** The City of Groveland and the City of Mascotte entered into an interlocal agreement on May 6, 2013, whereby the City of Groveland would accept wastewater flows in the maximum amount of 25,000 gallons per day for treatment. Mascotte agreed to pay Groveland the current rate of \$2.63 per 1000 gallons to treat the wastewater and the current impact fee of \$2980.00 per connection or Equivalent Residential Unit (ERU). The City of Mascotte wishes to amend the current agreement and is requesting the City of Groveland accept up to 250,000 gallons per day of wastewater for treatment to accommodate future growth. The City of Groveland's Sampey Road Wastewater Treatment Facility will require expansion in the next seven to ten years in order to accept the additional flows and meet the demands of new development in south Groveland. The revised agreement is attached

**STAFF RECOMMENDATION:** Approve the Resolution to revise the Interlocal Agreement with Groveland and Mascotte.

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

**RESOLUTION 2016-08-26**

**A RESOLUTION OF THE CITY OF GROVELAND, FLORIDA, APPROVING AND ACCEPTING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH THE CITY OF MASCOTTE RELATING TO THE PROVISION OF WASTEWATER SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING DIRECTIONS TO CITY MANAGER; PROVIDING FOR CONFLICTS AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Groveland and City of Mascotte are parties to that certain Interlocal Agreement dated May 6, 2013, whereby the City of Groveland accepts and treats wastewater generated within the jurisdictional limits of Mascotte; and

**WHEREAS**, the City of Mascotte and the City of Groveland have negotiated terms of an amendment to the interlocal agreement whereby the City of Groveland will accept and treat up to 250,000 gallons per day, rather than up to 25,000 gpd of wastewater generated within the jurisdictional limits of Mascotte.

**NOW THEREFORE, BE IT RESOLVED THAT:**

**Section 1.** The City Council of Groveland hereby accepts and approves of the First Amendment to Interlocal Agreement, a copy of which is attached to this Resolution. The Mayor is authorized to execute two originals of the First Amendment to Interlocal Agreement on behalf of the City of Groveland.

**Section 2. Directions to City Manager.** After the Mayor of Groveland executes two originals of the First Amendment to Interlocal Agreement, the City Manager or designee is hereby directed to send the two originals to the City Manager of the City of Mascotte for execution by the City.

**Section 3. Conflicting Resolutions.** All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Severability.** If any section, sentence, clause or phrase of this resolution or Interlocal Agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affect the remaining portion of this resolution or Interlocal Agreement.

**Section 5. Effective Date.** The effective date of this Resolution shall be the date of final adoption of an ordinance or resolution (as each may require) by the last party to the First Amendment to Interlocal Agreement adopting same.

**PASSED AND ADOPTED** by the City Council of the City of Groveland, Lake County, Florida, at a regular Council meeting, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

HONORABLE TIM LOUCKS, MAYOR  
City of Groveland, FL

ATTEST:

\_\_\_\_\_  
City Clerk/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
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		

**1<sup>st</sup> AMENDMENT TO**  
**INTERLOCAL AGREEMENT BETWEEN**  
**THE CITY OF GROVELAND AND**  
**THE CITY OF MASCOTTE FOR PROVISION**  
**OF WASTEWATER SERVICES**

**THIS 1<sup>st</sup> AMENDMENT** to the Interlocal Agreement is entered into between the **CITY OF GROVELAND, FLORIDA** ("Groveland"), and the **CITY OF MASCOTTE, FLORIDA** ("Mascotte").

**WHEREAS**, an Interlocal Agreement ("Agreement") between the City of Groveland and the City of Mascotte for Provision of Wastewater Services was entered into by the parties on May 6, 2013.

**WHEREAS**, the parties wish to amend the Agreement in several respects and, accordingly, enter into this 1<sup>st</sup> Amendment to the Interlocal Agreement ("1<sup>st</sup> Amendment"). Words ~~stricken~~ are deletions from the Agreement; words underlined are additions.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this 1<sup>st</sup> Amendment, and for other good and valuable consideration, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Paragraph 2 of the Agreement is hereby amended to read as follows:
  2. Subject to the terms, conditions and limitations contained in this Agreement, Groveland shall accept wastewater from Mascotte for treatment and disposal at Groveland's wastewater treatment plants. Groveland shall not be obligated to accept from Mascotte any more than ~~25,000~~ two hundred fifty thousand (250,000) gallons per day of wastewater.

...

- B. Notwithstanding the foregoing, the parties acknowledge that wastewater demands of individual developments in Mascotte may require in excess of ~~25,000~~ two hundred fifty thousand (250,000) gallons per day and that this Agreement may be amended to accommodate the wastewater demands of an individual development, should Groveland determine it has sufficient capacity to accommodate the additional demand. Decisions of whether Groveland will accommodate additional demands of Mascotte development shall be made on a case-by-case basis.

3. Paragraph 5 of the Agreement is hereby amended to read as follows:
  5. Mascotte shall, at its sole expense, construct or cause to be constructed by developers or other third parties, the sanitary sewer force mains to transmit wastewater from Mascotte's collection system to Groveland's existing force main at the locations shown as "Point B" on Exhibit "A" and "Point C" on Exhibit "B" attached and incorporated herein. Mascotte shall also, at its sole expense, construct or cause to be constructed by developers or other third parties, the collection system to collect and transmit wastewater from individual homes, businesses and other customers of Mascotte, to the force main which will in turn transmit the wastewater to Groveland's existing force main.
4. Paragraph 7 of the Agreement is hereby amended to read as follows:
  7. The parties agree on -a "Demarcation Points" as illustrated and described as "Point A B" on Exhibit "A" and "Point C" on Exhibit "B" attached and incorporated herein. Mascotte shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on its side of the Demarcation Points. Groveland shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on its side of the Demarcation Points.
5. Paragraph 14 of the Agreement is hereby amended to read as follows:
  14. Mascotte shall be responsible for the design, purchase, installation and maintenance of a master meter at each "Demarcation Point" to provide an accurate measurement of the wastewater flows. Annual certification of the master meters will be provided to the City of Groveland Utility Department. Groveland will invoice Mascotte on a monthly basis for the amount due for treatment and disposal of Mascotte's wastewater. The amount to be billed shall be based on the master meter readings. If wastewater flows are of a minimal amount and it is determined by Groveland that a master meter is unable to provide an accurate reading, then billing will be based on Mascotte's billed water consumption for each of its water customers who are connected to that master meter the wastewater system, and Mascotte will be billed based on aggregate billed water consumption for all of its wastewater customers served by the master meter which is unable to provide an accurate reading, until such time as Groveland determines the master meter will accurately be able to read the wastewater flow. Regardless of the basis for determining the amount to be billed, Mascotte shall furnish billed water consumption for its wastewater customers to Groveland on a monthly basis and on the same schedule that Mascotte issues bills for the water consumption to its customers. Payment will be due to Groveland no later than the twentieth (20th) day of each month, regardless of whether Mascotte has collected the amounts due for wastewater service from each of its customers. Payment will be considered delinquent, and Mascotte will be

considered in default under this Agreement, if payment is not received by Groveland by the twentieth (20<sup>th</sup>) day of each month. Groveland shall be paid first from amounts collected by Mascotte for wastewater service from its customers, before such revenues are utilized for any other purpose whatsoever.

6. Paragraph 17 of the Agreement shall be deleted in its entirety and replaced with the following:

17. This 1<sup>st</sup> Amendment shall be effective upon final adoption of an ordinance or resolution (as each may require) by both parties, and the Effective Date shall be the date of final adoption by the last party. The term of this 1<sup>st</sup> Amendment shall be for a period of ten (10) years ("Initial Term") from its Effective Date. If this 1<sup>st</sup> Amendment is not terminated prior to the end of the Initial Term pursuant to paragraph 18 of the Agreement, then this 1<sup>st</sup> Amendment shall be automatically renewed for an extension term of five (5) years.

7. Paragraph 18 of the Agreement shall be deleted in its entirety and replaced with the following:

18. Upon the expiration of the Initial Term, this 1<sup>st</sup> Amendment shall automatically be extended upon the same terms and conditions set forth herein for an extension term of five (5) years, and for 5-year extension terms thereafter (each an "Extension Term"), unless either Party terminates this Agreement effective at the end of the current Initial Term or Extension Term by giving to the other party written notice, pursuant to paragraph 20 of the Agreement, of its intention to so terminate at least one hundred twenty (120) days prior to the end of the then current Initial Term or Extension Term.

8. All other terms and conditions contained in the Agreement not changed, amended, or modified through this 1<sup>st</sup> Amendment shall remain unchanged and in full force and effect. In the event there is an inconsistency between this 1<sup>st</sup> Amendment and the Agreement, this Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

THE CITY OF GROVELAND, FLORIDA

BY: \_\_\_\_\_  
Tim Loucks, Mayor

ATTEST: \_\_\_\_\_  
TERESA BEGLEY, City Clerk

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Tim Loucks, as Mayor of the City of Groveland, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

\_\_\_\_\_  
Notary Public

SEAL

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

My Commission Expires:

THE CITY OF MASCOTTE, FLORIDA

BY: \_\_\_\_\_  
Barbara Krull, Mayor

ATTEST: \_\_\_\_\_  
MICHELLE HAWKINS, CMC,  
City Clerk

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Barbara Krull, as Mayor of the City of Mascotte, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

\_\_\_\_\_  
Notary Public

SEAL

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

My Commission Expires:

EXHIBIT "A"

DESCRIPTION: POINT "B"

A POINT LYING NEAR THE EASTERLY LIMITS OF THE CITY OF MASCOTTE, CLOSE TO THE INTERSECTION OF GROVELAND FARMS ROAD AND EAST MYERS BOULEVARD.

SAID POINT BEING LOCATED NEAR THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 24 EAST.

ALSO DESCRIBED AS:  
BEGIN AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 24 EAST AND RUN NORTH ALONG THE WEST LINE OF SAID SECTION APPROXIMATELY 18.5 FEET THEN EAST A DISTANCE OF APPROXIMATELY 6.6 FEET TO POINT "B" AND THE END OF THIS DESCRIPTION.

GENERAL NOTES

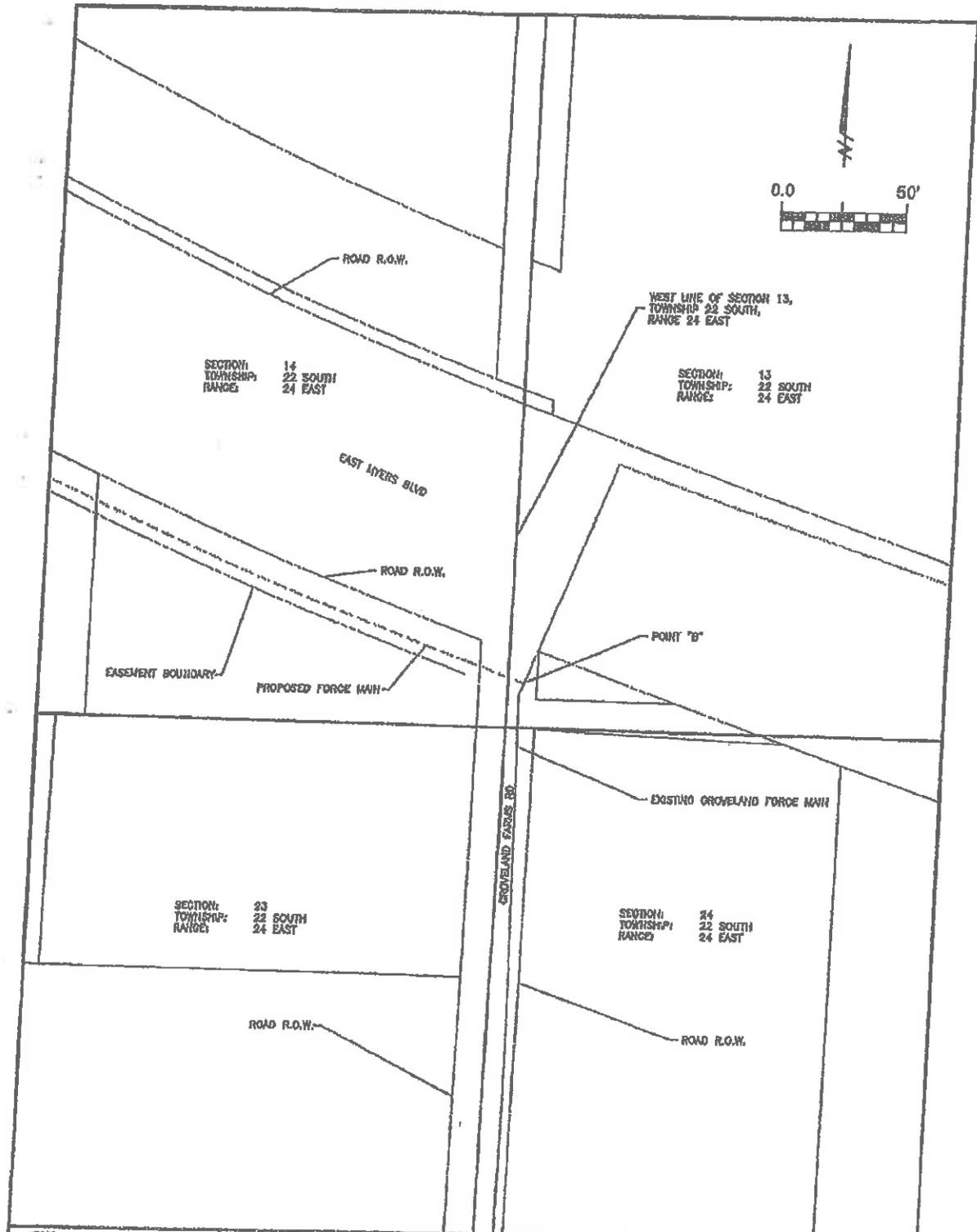
1. This is NOT A BOUNDARY SURVEY.
2. This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
3. This sketch was prepared for the City of Mascotte and its assigns as their interests may appear. Use of this sketch by any other parties is strictly forbidden.
4. Use of the sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user.
5. All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
6. The bearings, shown hereon, are relative to assumed datum and are based on Geographic Information System (GIS) data obtained from Lake County, Florida.
7. This sketch was prepared by C&D Engineering, Inc. for the City of Mascotte.
8. This sketch contains 2 sheets in which NONE are valid without all remaining sheets.



Engineering, Inc.

DESCRIPTION  
MASCOTTE UTILITIES SERVICE DISTRICT & THE CITY OF  
GROVELAND

SHEET 1 OF 2



# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

**NOTES:**

A POINT LYING NEAR THE EASTERLY LIMITS OF THE CITY OF MASCOTTE, CLOSE TO THE INTERSECTION OF UNDERPASS ROAD AND VILLA CITY ROAD.

SAID POINT BEING LOCATED 1,315 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 24 EAST

**ALSO DESCRIBED AS:**

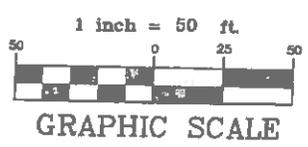
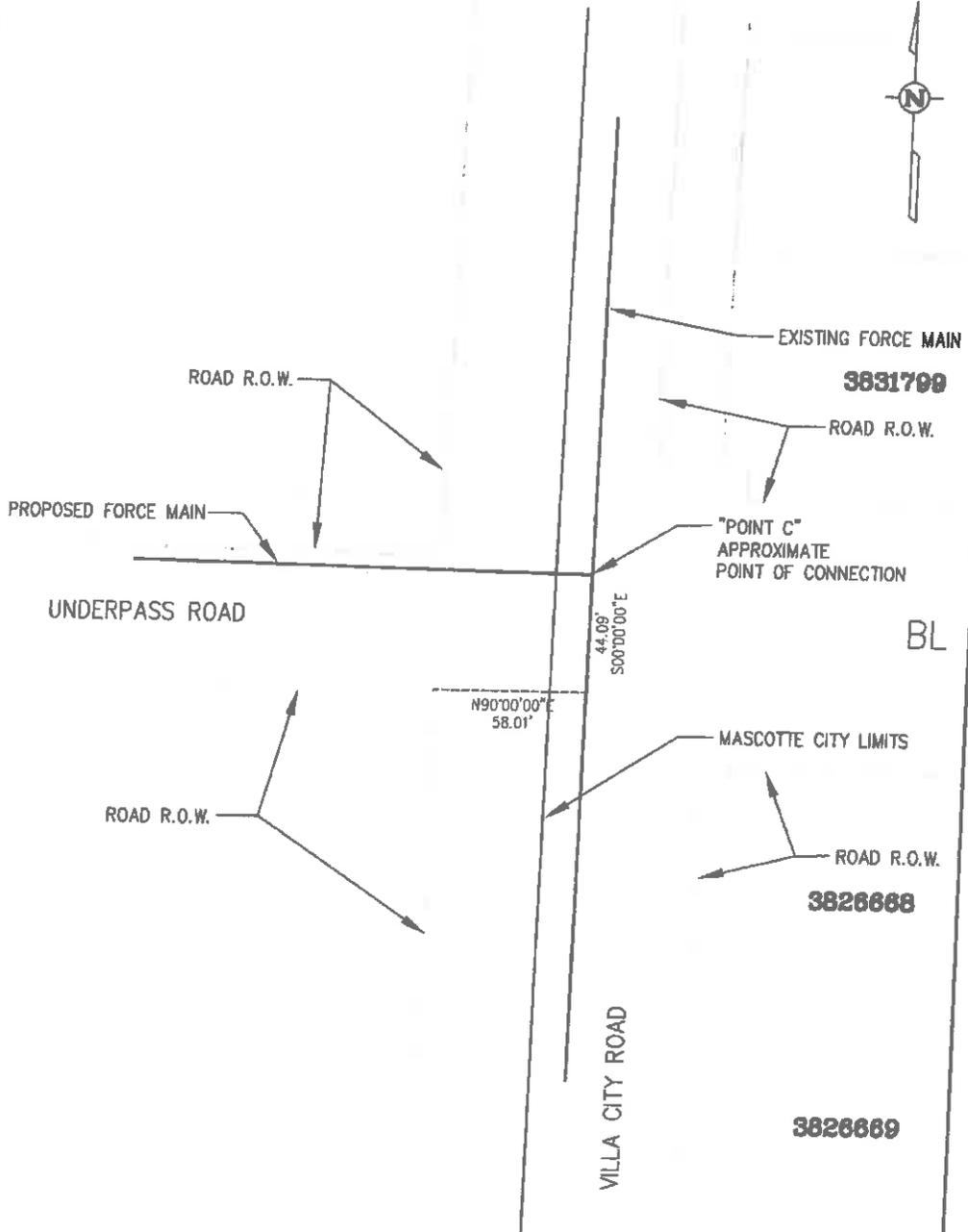
BEGIN AT THE SOUTHWEST CORNER OF RIGHT-OF-WAY AT THE INTERSECTION OF UNDERPASS ROAD AND VILLA CITY ROAD, LOCATED IN SECTION 11, TOWNSHIP 22 SOUTH, RANGE 24 EAST. THEN RUN N90°00'00"E FOR A DISTANCE OF APPROXIMATELY 58.01 FEET, THEN RUN S00°00'00"E FOR A DISTANCE OF APPROXIMATELY 44.09 FEET TO "POINT C" AND THE END OF THIS DESCRIPTION.

**NOTES:**

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH IS TO SHOW EXISTING SITE INFORMATION AND IMPROVEMENTS FOR THE SOLE PURPOSE OF CONCEPTUAL DESIGN.
3. THIS SKETCH WAS PREPARED FOR THE CITY OF MASCOTTE AND ITS ASSIGNS AS THERE INTERESTES MAY APPEAR. USE OF THIS SKETCH BY ANY OTHER PARTIES IS STRICTLY FORBIDDEN.
4. USE OF THIS SKETCH FOR ANY OTHER PURPOSE THAN STATED IN NOTE (2) IS THE SOLE RESPONSIBILITY OF THE USER.
5. ALL INFORMATION OUTSIDE THE LABLED LIMITS OF THIS SITE IS FOR GENERAL REFERENCE PURPOSES ONLY. ASSUMPTION OF CORRECTNESS OUTSIDE OF SAID SITE BOUNDARY IS THE LIABILITY OF THE USER.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.
7. THIS SKETCH WAS PREPARED BY BESH, INC. FOR THE CITY OF MASCOTTE.
8. THIS SKETCH CONTAINS 2 SHEETS IN WHICH NONE ARE VALID WITHOUT ALL REMAINING SHEETS.

<b>SHEET 1 OF 2</b>		<b>SKETCH OF DESCRIPTION</b>	
CLIENT	CITY OF MASCOTTE	IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.	
JOB NO.	184824.0000	<b>CITY OF MASCOTTE</b>	
ACAD FILE	SKETCH OF CONSTRUCTION POINT	<b>FORCE MAIN CONNECTION POINT</b>	
DATE	03/23/18	DRAWN BY: JAY      P.L.D. CHECK:      DATE:	
REVISIONS			

**SKETCH OF DESCRIPTION**  
(NOT A FIELD SURVEY)



<b>SHEET 2 OF 2</b>		<b>SKETCH OF DESCRIPTION</b>
<small>CITY</small>	<small>CITY OF MASCOTTE</small>	<small>IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA</small>
<small>JOB NO.</small>	<small>148380000</small>	
<small>FIELD FILE</small>	<small>SECTION OF CONNECTION POINT</small>	<b>CITY OF MASCOTTE</b> <b>FORCE MAIN CONNECTION POINT</b>
<small>DATE</small>	<small>08/22/26 CHECKED BY: RAY</small>	
<small>DRAWN BY: RAY</small>	<small>P.L.D. BOOK</small>	
<small>REVISIONS</small>	<small>DATE</small>	



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** August 15, 2016

**ITEM NUMBER:** 6

**AGENDA ITEM:** Approve Contract with Gina Hall – HR Consulting, LLC

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

**PREPARED BY:** Redmond Jones, City Manager

**DATE:** August 10, 2016

### **BACKGROUND:**

As many are aware the Police Department has experienced approximately 12 complaints in succession with many of these complaints reaching very public and high profile attention. The City Council has tasked the City Manager, to bring resources forward to address these concerns, and work with the City Attorney to bring closure to the complaints that have already been started. As of today several of the aforementioned complaints have been addressed and closed.

The status of the original 12 complaints would be as follows: **4 closed; 1 near closed** (because Christie and I have already conducted at least the first round of interviews and a couple of follow-up interviews and met with legal at least once over the initial drafts); **4 more practically closed** (needing some closing statements because the complainants are no longer employed with the city).

**This leaves 3 remaining cases** with one of them being the original whistle blower case that is required by statute to be investigated by my office. With one whistle blower case involved in a lawsuit and at this time. This leaves, two cases that will be investigated by "Gina Hall HR Consulting LLC", which recently was the firm that contracted with the city to conduct the city's sexual harassment training (city-wide). In addition, it is expected that Gina Hall-HR Consulting LLC will be conducting a Police Department "organizational temperature check" to provide an overview on culture and morale of the department as a whole. After an initial meeting including Gina Hall, City Manager, HR Manager, and the City Attorney, we expect a project end date of September 31st.

**STAFF RECOMMENDATION:** Approve the Contract with Gina Hall-HR Consulting LLC.

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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



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**Proposal for Services**

**City of Groveland, Florida**

**Date: July 18, 2016**

**Objective:** HR Consulting Services

**Scope:** Conduct a climate survey of Police Department employees to determine culture, management practices, determine concerns and communication practices in the department. Separately, if warranted, investigate complaints from the Police Department for the City of Groveland. The process includes the following steps:

- Initial meeting to get started
- Plan of action developed
- Conduct survey and/or Investigate complaints – as warranted
- Written report of findings presented.
- Final meeting to discuss outcomes, to the extent necessary.

**Professional Fee:** Hourly fee: \$150.00  
½ day fee: \$550.00 – ½ day is up to 4.0 hours  
Daily Rate: \$1,000.00 – Full day is up to 7.5 hours

Travel time - \$75 hour

City will be invoiced on a monthly basis. Company understands that unpaid accounts will be considered in default 30 days after the due date. Thereafter, a default charge of 1½ % per month will be imposed on any unpaid balance. Company agrees to pay default charge and attorney's fees for cost of collection.

**Project Schedule:** Project to start in August, 2016.

**Confidentiality Statement:** Gina Hall HR Consulting, LLC (GHR) agrees not to disclose, publish, or authorize others to publish any information pertaining to the assigned project, or other matters or issues that are deemed confidential in nature, without prior written approval of the Company, unless mandated by court of law.

**Professional Responsibility:** GHR will provide identified consultative services as contracted with optimum professional skills and knowledge and will develop recommendations when warranted to ensure a solution or plan of action that is objective, practical and compliant with related laws, statutes, and regulations. Company should not interpret consultative services with GHR as legal advice, therefore will not hold GHR or its representatives responsible for any losses, claims, liabilities, damages and expenses of any nature incurred directly or indirectly as a result of the services of



GINA HALL-HR CONSULTING, LLC

**Optimize Performance.  
Achieve Potential.**

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GHR.

Miscellaneous  
Provisions:

Additional services not cited in this proposal will be subject to a separate project proposal and / or billing based on the services rendered.

Company  
Authorization:

I agree to the terms of this proposal and grant Gina Hall HR Consulting, LLC to proceed with the project in accordance with these terms.

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Authorized Signature/Title

Date

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Print name of Authorizing Representative

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (352-429-2141), [teresa.maxell@groveland-fl.gov](mailto:teresa.maxell@groveland-fl.gov), 156 S. LAKE AVE. GROVELAND, FL 34736.

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**Gina Hall HR Consulting, LLC**

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[www.GinaHallHRConsulting.com](http://www.GinaHallHRConsulting.com)