

REVISED

PUBLIC NOTICE AND AGENDA OF THE GROVELAND SPECIAL CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 12 NOON, TUESDAY, AUGUST 11, 2020

Please note: In order to reduce public gatherings and the spread of COVID-19, the August 11, 2020 City Council Meeting will be held using telephonic video conferencing as authorized by Governor DeSantis in Executive Order 20-69. The public can attend the virtual meeting. Instructions to participate have been posted to the city's website under "public notices" at www.groveland-fl.gov. However, the public is advised to check the City website www.groveland-fl.gov for up-to-date information on any changes to the manner in which the meetings will be held.

MAYOR	EVELYN WILSON	evelyn.wilson@groveland-fl.gov
VICE MAYOR	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	MIKE SMITH	mike.smith@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	RANDOLPH WAITE	randolph.waite@groveland-fl.gov
CITY MANAGER	MICHAEL HEIN	michael.hein@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF SHAWN RAMSEY	shawn.ramsey@groveland-fl.gov
CITY CLERK	VIRGINIA WRIGHT	virginia.wright@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ	

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.

Call to Order

PLEDGE OF CONDUCT

- We may disagree, but we will be respectful of one another.
- We will direct all comments to issues.
- We will avoid personal attacks.
- Audience members wishing to speak must be recognized by the Mayor.
- Speaking without being recognized will be considered "Out of Order."

OPENING CEREMONIES

- a. Pledge of Allegiance
- b. Invocation

ROLL CALL

AGENDA

PUBLIC COMMENT

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.

Consideration of Approval:

A. Ordinance 2020-12: South Lake High School Annexation - Second Reading

An Ordinance extending and increasing the corporate limits of the City of Groveland, County of Lake, State of Florida, Pursuant to the voluntary annexation provisions of section 171.044, Florida Statutes (2019); Annexing 55.61 +/- acres of real property not embraced within the present limits of the City of Groveland; providing for findings; providing a legal description and a map; directing the city manager to record certified copies of this Ordinance after approval with the clerk of circuit court, the county manager of Lake County, and the secretary of the State of Florida; providing for conflicts and severability; providing for scrivener's errors; setting an effective date.

B. Resolution 2020-37: Interlocal Agreement between the City of Groveland, Florida and Lake County Board of County Commissioners for the Placement of a Temporary Fire Station on Property Owned by the Lake County Board of County Commissioners

A Resolution of the City Council of the City of Groveland, Florida, approving the Temporary Fire Station Interlocal Agreement between the City of Groveland and Lake County, Florida; authorizing execution of the agreement; providing for an effective date.

C. Resolution 2020-38: Authorizing Execution of Mutual Release and Settlement Agreement between Terrance Gallagher and the City of Groveland

A Resolution of the City Council of the City of Groveland, Florida, approving the Mutual Release and Settlement Agreement between Terrance Gallagher and the City of Groveland; authorizing execution of the agreement; providing for an effective date.

OLD BUSINESS

None.

NEW BUSINESS

None.

REPORTS

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report

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, member of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a council member or city official except through the presiding officer.

If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address or any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

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

**In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office no later than 72 hours in advance of the meeting at (352) 429-2141, ext. 2014; (352) 232-9057 or via email at virginia.wright@groveland-fl.gov*

August 11, 2020 Special City Council Meeting
Agenda Packet Supplement –

Resolution 2020-38: Authorizing Execution of Mutual Release
and Settlement Agreement between Terrance Gallagher and
the City of Groveland



CONSENT AGENDA ITEM

MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

VIA: MIKE HEIN, CITY MANAGER

FROM: T.J. FISH, DIRECTOR OF TRANSPORTATION AND PUBLIC WORKS

SUBJECT: CONSIDERATION OF APPROVAL OF RESOLUTION 2020-38 AUTHORIZING EXECUTION OF MUTUAL RELEASE AND SETTLEMENT AGREEMENT BETWEEN TERRANCE GALLAGHER AND THE CITY OF GROVELAND

DATE: AUGUST 11, 2020

GENERAL SUMMARY/BACKGROUND:

Last month water damaged occurred at a vacant resident located at 266 Sunset Street in Groveland. The water damaged occurred due to negligence of the contractor; this matter is being pursued separately. Resolution 2020-38 authorizes the Mayor to sign the attached release that will compensate the property owner in the total amount of \$44,744.00.

BUDGET IMPACT:

No anticipated budget impact.

LEGAL NOTE:

None.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2020-38 authorizing execution of the Mutual Release and Settlement Agreement between Terrance Gallagher and the City of Groveland.

ATTACHMENTS:

Attachment 1 Resolution 2020-38

Attachment 2 Mutual Release and Settlement Agreement between Terrance Gallagher and the City of Groveland

ATTACHMENT 1

RESOLUTION 2020-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, APPROVING THE MUTUAL RELEASE AND SETTLEMENT AGREEMENT BETWEEN TERRANCE GALLAGHER AND THE CITY OF GROVELAND; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City contracted with Young's Communications Co., Inc. to complete the work set forth in the Sunset Street Water Main Improvements Project Manual prepared by the City's engineering firm, Wood (the "Project");

WHEREAS, during the Project the residence at 266 Sunset Street, Groveland owned by Owner (the "Property") suffered water damages; and

WHEREAS, the Property did not have an open utility account with the City at the time of the Project; and

WHEREAS, Owner notified the City of the damages to the Property and seeks financial compensation relating to remediation of the water damages ("Dispute"); and

WHEREAS, the City denies liability; however, recognizes timely remediation is necessary in order to prevent further and more costly damages to the Property; and

WHEREAS, while the City continues to investigate liability associated with the damages to the Property and seeks redress from the liable party, it wishes to resolve the Dispute with Owner to avoid litigation; and

WHEREAS, the City Council finds it beneficial to the City of Groveland and desires to approve the Mutual Release and Settlement Agreement with the terms and conditions outlined therein.

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

Section 1. The Mutual Release and Settlement Agreement between Terrance Gallagher and the City of Groveland, Florida, a copy of which is attached hereto, is approved.

Section 2. The Council authorizes the Mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the City Council of the City of Groveland, Florida.

PASSED AND RESOLVED this _____ day of August, 2020, by the City Council of the City of Groveland, Florida.

Evelyn Wilson, Mayor
City of Groveland, Florida

ATTEST:

Virginia Wright, City Clerk



Approved as to 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
Mike Radzik		
Mike Smith		
Dina Sweatt		
Randolph Waite		
Evelyn Wilson		

ATTACHMENT 2

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (the "Release and Agreement") is made and entered into as of the ____ day of _____, 2020, ("Effective Date") by and between **TERRANCE GALLAGHER** ("Owner") and **CITY OF GROVELAND** ("City") Owner and City may be individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, the City contracted with Young's Communications Co., Inc. to complete the work set forth in the Sunset Street Water Main Improvements Project Manual prepared by the City's engineering firm, Wood (the "Project");

WHEREAS, during the Project the residence at 266 Sunset Street, Groveland owned by Owner (the "Property") suffered water damages; and

WHEREAS, the Property did not have an open utility account with the City at the time of the Project; and

WHEREAS, Owner notified the City of the damages to the Property and seeks financial compensation relating to remediation of the water damages ("Dispute"); and

WHEREAS, the City denies liability; however, recognizes timely remediation is necessary in order to prevent further and more costly damages to the Property; and

WHEREAS, while the City continues to investigate liability associated with the damages to the Property and seeks redress from the liable party, it wishes to resolve the Dispute with Owner; and

WHEREAS the Parties wish to compromise and settle all matters raised or which could have been raised in the Dispute or in any litigation between Owner and City of Groveland arising out of the water damages, for the purpose of avoiding the uncertainty and expense of litigation and for various business reasons and other considerations; and

WHEREAS, all Parties desire to bring the Dispute to an end and resolve all issues relating to the above-described water damages to the Property.

NOW, THEREFORE, in consideration of the following mutual terms, covenants and conditions, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party hereto, the Parties do hereby agree as follows:

Payment to Owner. In consideration of the mutual promises stated in this Release and Agreement, City of Groveland agrees to pay Owner a lump sum amount not to exceed Forty-Four Thousand, Seven Hundred Forty-Four Dollars and 00/100 (\$44,744.00) for remediation and restoration of the Property, any, and all, associated final costs are included within this payment. City of Groveland agrees that payment will be made to Terrance Gallagher within five (5)

business days of the execution of this Release and Agreement by the last party. Payment shall be made payable to Terrance Gallagher and delivered to 332 Plantation Club Dr., Debarry, FL 32713. Owner agrees to accept this payment from City of Groveland as full and final settlement and satisfaction of the Dispute.

1. **Default.** If either party fails to perform in accordance with the terms set forth in paragraph 1 above, this Mutual Release and Settlement Agreement shall be void and City and Owner shall have any remedies available by law.

2. **Full Settlement.** The Parties do hereby fully and finally settle the Dispute, all claims, and causes of action that were, or could have been asserted as a claim, counterclaim, cross-claim or defense in any litigation relating to the Agreement by any of the Parties or that are based on any action or omission occurring between them prior to the Effective Date. Each Party shall bear its own attorneys' fees, costs and expenses in connection with this matter.

3. **Release of Owner.** City of Groveland hereby fully and forever, irrevocably and unconditionally releases, remises, discharges, and acquits Owner, his spouse, heirs, estate, assigns and successors in interest (hereinafter collectively referred to as "Owner Releasees") from any and all claims, demands, actions and causes of actions, lawsuits, judgments, claims for costs, attorney's fees, damages, losses and expenses of any kind or nature whatsoever in law or equity, whether known or unknown, direct or consequential, foreseen or unforeseen, matured or unmatured, developed or undeveloped, discoverable or undiscoverable that the City of Groveland has, may have or might claim to have against the Owner Releasees arising out of or relating to the Dispute, provided that this release does not extend to the obligations of Owner as set forth herein, provided for, or created by this Release and Agreement.

4. **Release of City of Groveland.** Owner, his spouse, heirs, estate, assigns and successors in interest, hereby fully and forever, irrevocably and unconditionally release, remise, discharge, and acquit City of Groveland, its council members, employees and agents (hereinafter collectively referred to as "Groveland Releasees") from any and all claims, demands, actions and causes of actions, lawsuits, judgments, claims for costs, attorney's fees, damages, losses and expenses of any kind or nature whatsoever in law or equity, whether known or unknown, direct or consequential, foreseen or unforeseen, matured or unmatured, developed or undeveloped, discoverable or undiscoverable, that Owner has, may have or might claim to have against the Groveland Releasees arising out of or relating to the Dispute, including any remediation and restoration work Owner has performed of the Property, provided that this release does not extend to the obligations of City of Groveland as set forth herein, provided for, or created by this Release and Agreement.

5. **Counterparts and Facsimile Signatures.** This Release and Agreement may be signed in multiple counterpart copies, each of which shall constitute an original, with the same force and effect as if each of the Parties hereto had signed a single instrument. It is the intention of the Parties for facsimile signatures to be in full effect and sufficient for enforcement of this Release and Agreement.

6. **Consideration Acknowledged.** The Parties acknowledge that the covenants contained in this Release and Agreement provide good and sufficient consideration for every promise, duty, release, right and obligation contained herein.

7. **No Admission of Liability.** The Parties agree that this Release and Agreement is made to buy peace and for no other reason. The Parties' execution of this Release and Agreement shall not be deemed an admission of any liability whatsoever by any Party, or a violation by any Party of any agreement, or applicable law, rule, regulation, or order of any kind.

8. **Entire Agreement.** It is expressly understood and agreed that this Release and Agreement constitutes the entire understanding and agreement between the Parties hereto, and supersedes and replaces all prior negotiations, agreements or understandings between the Parties whether written or oral. Each of the Parties acknowledges and represents that no other Party or agent or attorney of any other Party has made a promise, representation or warranty whatsoever, express or implied, not contained herein concerning this Release and Agreement and/or the settlement of the Dispute.

9. **Authority.** The persons signing below each represent and warrant that they have the full legal right, power and authority to execute and deliver this Release and Agreement, and he/she further represents and warrants that the execution, delivery and performance of this Release and Agreement has been duly authorized by all necessary corporate actions by the Party on whose behalf he/she executes and delivers the Release and Agreement.

10. **Advice of Counsel.** Each of the Parties hereto warrants and represents that they have carefully read this Release and Agreement, knows the contents thereof, and has received the advice of independent legal counsel of their own choosing in connection with the claims and disputes released herein and the signing of this Release and Agreement. Each of the Parties hereto acknowledges, warrants and represents that: (i) they have been represented by counsel of their own choice at each stage in the negotiation of this Release and Agreement; (ii) they have relied on such counsel's advice throughout all of the negotiations which preceded the execution of this Release and Agreement, and in connection with the preparation and execution of this Agreement; (iii) such counsel has read and approved this Release and Agreement; (iv) such counsel has advised such Party concerning the validity and effectiveness of this Release and Agreement; and (v) each Party hereto is freely and voluntarily entering into this Release and Agreement.

11. **Binding Agreement.** This Release and Agreement shall inure to the benefit of and is binding upon the Parties and their respective officers, council members, directors, agents, employees, heirs, administrators, trustees, executors, receivers, successors, assigns and legal representatives of the Parties hereto, whether a signatory hereto or not.

12. **Cumulative Rights.** The rights and remedies provided for in this Release and Agreement or by law shall, to the extent permitted by law, be cumulative.

13. **Severability.** In the event that any term or provision of this Release and Agreement contradicts any term or provision of any other document, instrument or agreement between the Parties, the terms of this Release and Agreement shall control. If any provision of this Release and Agreement shall be invalid, illegal or otherwise unenforceable, such provision shall be severable from other provisions of this Release and Agreement, and the validity, legality and enforceability of the remaining provisions of this Release and Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect.

14. **Applicable Law; Venue.** The Release and Agreement and the rights and duties of the Parties hereunder will be governed by and construed and enforced in accordance with the laws of the state of Florida. Any suit to enforce this Release and Agreement shall be brought in Lake County, Florida.

15. **Headings.** The descriptive headings of the sections hereof are inserted for convenience only and do not constitute a part of this Release and Agreement.

16. **No Assignment of Claims.** The Parties expressly warrant that no claims, demands, controversies, actions, causes of action, liabilities, damages, injuries, losses or other rights released or waived herein are owned by any other person, entity of third party or have been previously conveyed, assigned, or transferred by the Parties in any manner, whether in whole or in part, to any person, entity, or third party. The Parties expressly represent that they are competent to release and/or waive the claims each has released and/or waived herein.

17. **No Reliance.** Further, in signing this Release and Agreement, no Party has relied on or been induced to execute this Release and Agreement by any statements, representations, agreements or promises, oral or written, made by any other Party, their agents, employees, servants or attorneys, or anyone else, other than the statements expressly written in this Agreement.

Signature page to follow

IN WITNESS THEREOF, the undersigned Parties have executed this Release and Agreement effective as of the date first set forth above.

Signed, sealed and delivered in the presence of:

Terrance Gallagher

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of [] physical presence or [] online notarization, this ____ day of August, 2020 by Terrance Gallagher, who is [] personally known to me or who [X] produced _____ as identification.

(Seal)

Notary Public
Printed Name: _____
My Commission Expires: _____

CITY OF GROVELAND,

By: _____
Evelyn Wilson, Mayor

STATE OF FLORIDA
COUNTY OF LAKE

SWORN TO AND SUBSCRIBED before me by means of [X] physical presence or [] online notarization, this ____ day of August, 2020 by Evelyn Wilson, as Mayor, on behalf of the City of Groveland, a Florida municipal corporation, on behalf of the corporation, who is [X] personally known to me or who [X] produced _____ as identification.

(Seal)

Notary Public
Printed Name: _____
My Commission Expires: _____