

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

Water Conservation Month Proclamation

Reports

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

Consent Agenda

- Approval of City Council Meeting Minutes 02-16-2016
- Approval of City Council Workshop Minutes 02-17-2016

Old Business

1. Ordinance 2016-01-05: Preserve at Sunrise PUD – Second Reading
2. Ordinance 2016-01-06: Alcoholic Beverages – Second Reading

New Business

3. Approval of Award of Enterprise Fund RFP for Bank Loan Services
4. Approval of Collective Bargaining Agreement – All City Employees
5. Approval of Award of Design of SCADA System to BESH
6. Approval of Agreement Between the City of Groveland and Mohamed Hassan

7. Approval of Negotiations with Landscape Architects
8. Approval Sand Skink Survey
9. Approval Centrex Homes Agreement Termination
10. Ordinance 2016-03-07: Vacating Certain Rights of Way
11. Resolution 2016-03-03: Granting a Variance
12. Preliminary Plat – Springs at Cherry Lake
13. Dunkin Donuts Site Plan
14. Approval of Agreement with SRT for 4th of July

Public Comments*

Announcements

Adjournment

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

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

Proclamation

Water Conservation Month April 2016

Whereas, water is a basic and essential need of every living creature; and

Whereas, the State of Florida, Water Management Districts and City of Groveland are working together to increase awareness about the importance of water conservation; and

Whereas, the City of Groveland and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

Whereas, the City of Groveland encourages and supports water conservation, through various educational programs and special events; and

Whereas, every business, industry, school and citizen can make a difference by helping save water and thus promoting a healthy economy and community; and

Now, Therefore, be it Proclaimed, I, Tim Loucks, Mayor of the City of Groveland, on behalf of its' citizens, do hereby proclaim the month of April as

WATER CONSERVATION MONTH

In Witness Thereof, I have hereunto set my hand and caused the Great Seal of the City of Groveland to be affixed this 7th day of March 2016.



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Minutes
City Council Meeting
Tuesday, February 16, 2016

The Groveland City Council held a regularly scheduled meeting on Tuesday, February 16, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:07 pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt, and John Griffin. City officials present were City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese and Sergeant-at-Arms Chief M. Smith Tennyson.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance led by Vice-Mayor Karen McMican and the Invocation given by Pastor Tony McCoy.

Guest Speaker, Presentations and Proclamations

1. Proclamation - Women's Health Lung Week
2. Proclamation - Encouraging the Exoneration of the Men Known as the Groveland Four
3. Economic Development Update – Rodney Lucas

REPORTS

a. Council Members

- Council Member John Griffin stated he was born in 1944 and resided in Groveland in 1949 and has memories of what happened with regards to the Groveland Four. He also reported that currently the basketball nets at Beverly Park were in need of maintenance and possible height adjustment.
- Mayor Tim Loucks reported that on February 14th 2016, he attended the Black Achiever's Awards Banquet. On February 12th 2016, he attended the Southlake Chamber Chairman's Gala. He also reported that the City is still in the running for state appropriated funds that will assist the City's Eagle Ridge Phase III system and our Silver Eagle Water Tank project and remains optimistic that we may receive the additional funding.
- Council member Dina Sweatt reported that on February 4th 2016, she attended the Business of the Month at Boost Mobile. On February 9th she visited the new printing room at Cooper Memorial Library with the Women's Club. On February 10th 2016, she met with City staff regarding the drainage issues in Green Valley West. And on February 12th 2016, she attended the Lake County League of Luncheon and learned about the possible weather conditions we could experience from El Nino and La Nina and how important it is to have your supplies on hand.
- Vice Mayor Karen McMican reported that on February 14th 2016, she attended the Black Achiever's Awards Banquet. She also reported that the lights that have been out for some time along Wilson Lake Parkway are finally on and recognized city staff for their assistance in this matter.

- Council Member Mike Radzik reported that on February 9th 2016, he attended the RAC meeting and was concerned about a discussion regarding funds for parks and recreation areas. He stated that Gaffney Park should be completed in a way that the citizens deserve and are proud of. Also on Friday the 19th he is scheduled for a phone conference with Lyle Sumek & Associates in preparation for the Goal Setting Session.

b. City Manager

City Manager asked for direction from Council regarding second gateway sign.

Consensus from Council to use same design from existing sign and bring back for approval on a future agenda.

c. City Attorney

City Attorney, Anita Geraci-Carver reported that she was contacted by the attorney representing the buyer for the 30-acre parcel of land on Wilson Lake Parkway the city is selling to West Villas LLC. The due diligence period expires this Thursday, February 18th 2016. They have requested a twenty-day extension on the due diligence period.

Vice Mayor Karen McMican moved to discuss the twenty-day extension; seconded by Council Member John Griffin. Both Vice Mayor Karen McMican and Council Member John Griffin agreed to amend their motion to approve the twenty-day extension. Mayor Tim Loucks, Council Member Mike Radzik, Council Member John Griffin and Vice Mayor Karen McMican voted aye. Council Member Dina Sweatt voted Nay.

City Attorney also updated the Council that at the last Council meeting staff was directed to work on getting an audit set up for Alpha Inspections, she provided Alpha Inspections the names of audit services contacts. They are still working on it and she will report back to the Council once in place.

City Attorney reported she sent an email to Council requesting a closed session meeting regarding the litigation matter, Glen Wilson vs. City of Groveland. The meeting will be held at Lake David Center located at 450 S. Lake Avenue on Tuesday, February 23, 2016 at 6:15pm. In attendance will be Mayor Tim Loucks, Vice Mayor Karen McMican, Council Member Mike Radzik, Council Member John Griffin, Council Member Dina Sweatt, City Manager Redmond Jones, City Attorney Anita Geraci- Carver and Dale Scott.

d. Citizen Advisory Committee

George Rosario, Chairman for the Recreation Advisory Committee addressed the Council asking for any direction from the Council that he could bring back to the Recreation Advisory Committee.

CONSENT AGENDA

Approval of City Council Meeting Minutes 01-19-2016

Approval of City Council Workshop Minutes 02-01-2016

Approval of City Council Meeting Minutes 02-01-2016

Council Member Dina Sweatt moved to approve consent agenda; seconded by Council Member Mike Radzik. The motion was approved with all members present voting aye.

NEW BUSINESS

1. Rescind Auditor Services Award

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

2. Appoint Audit Selection Committee

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

3. Approve Solicitation of RFPs for Audit Services

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

4. Approve Besh Engineering Proposal for Design of Silver Eagle Reclaimed Storage Tank

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

5. Resolution 2016-02-02 Rename Beverly Park

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

6. Discussion – Council Taking Action During Public Forum

7. Ordinance 2016-01-06 Alcoholic Beverage

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

8. Cape Preliminary Platt

Council Member Mike Radzik moved to approve with correction to staff report (lot size 9000 SF): seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

9. Vista Preliminary Platt

Vice Mayor Karen McMican moved to approve with correction to staff report (lot size 9000 SF); seconded by Council Member John Griffin. The motion was approved with all members present voting aye.

10. Centrex Home Agreement Termination

Tabled

11. Ordinance 2016-01-05 Preserve at Sunrise

Tabled

12. City Manager's Performance Evaluation

Council Member Mike Radzik moved to approve: seconded by Vice Mayor Karen McMican. Council Member Mike Radzik, Council Member John Griffin, Council Member Dina Sweatt and Vice Mayor Karen McMican voted aye. Mayor Tim Loucks voted Nay.

PUBLIC COMMENTS

COUNCIL ANNOUNCEMENTS

Consensus from Council for staff to fix the sound system, and if the sound system cannot be fixed to look into solutions for sound system issues in the Puryear Building and place on the next agenda to include cost.

ADJOURNMENT

Mayor Loucks adjourned the meeting at 10:20pm.

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Workshop Minutes
City Council
Wednesday, February 17, 2016

The Groveland City Council met in a regular meeting on Wednesday, February 17, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:05pm with the following members present: 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. Board Member John Griffin and Vice Mayor Karen McMican were both absent. City Attorney Anita Geraci-Carver arrived at 7:40pm.

AGENDA

1. Discussion: July 4th Celebration

Consensus for staff to proceed with proposal 2, SRT Communications and Marketing, option 1 for the July 4th Celebration.

2. Presentation Re: Public, Private, Partnerships – City Manager, Redmond Jones II

Consensus for City Manager to continue discussion with FDOT and begin application process for the State Infrastructure Bank (SIB) Program.

ADJOURNMENT

Chairman Tim Loucks adjourned the meeting at 8:05pm.



Attest:

Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Ordinance 2016-01-05 Preserve at Sunrise PUD

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

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 8, 2016

BACKGROUND:

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

The total project is 340 acres as follows:

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

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

Front: 20 feet

15 feet if dwelling has covered front porch

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

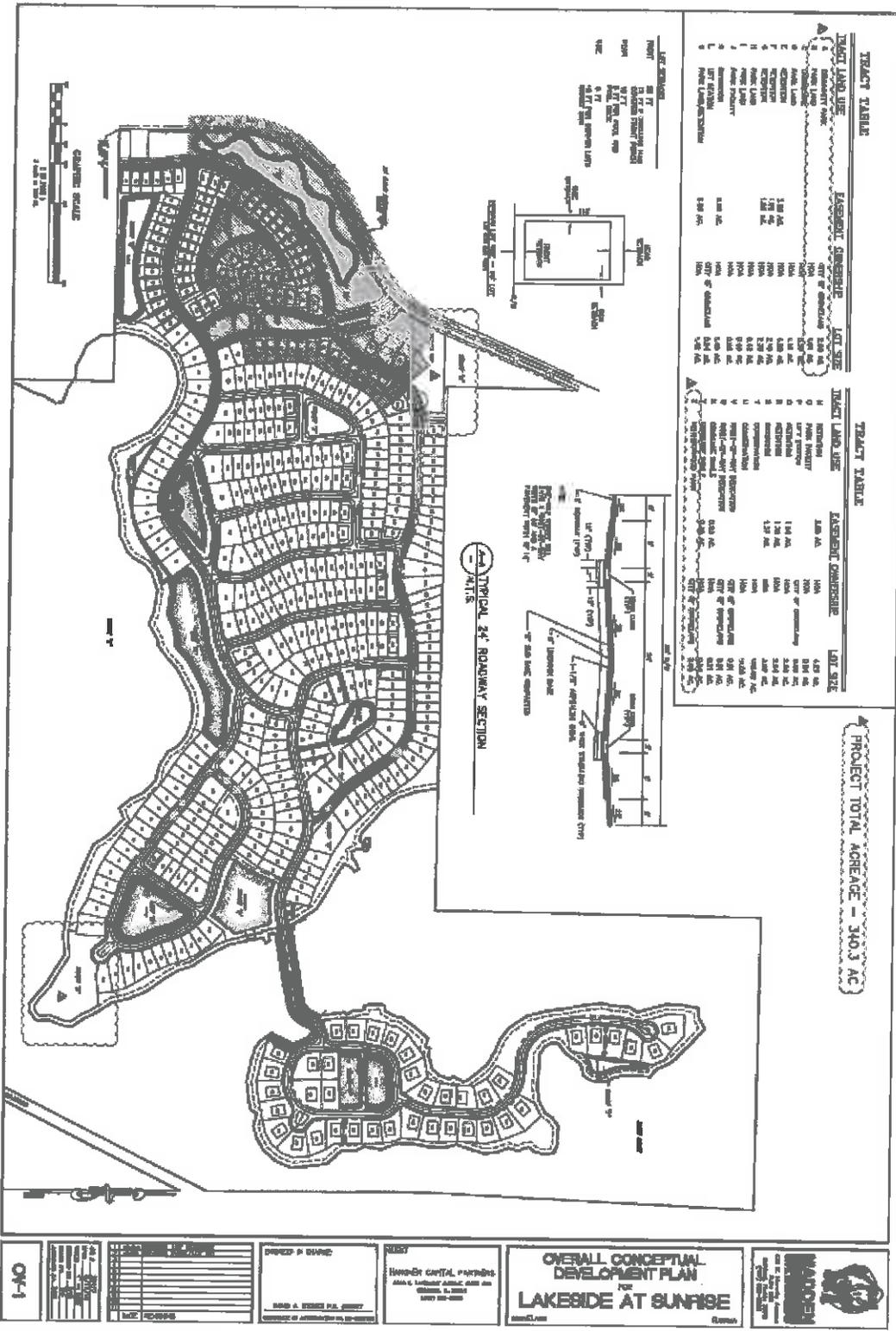
Side: 5 feet, except 10 feet for corner lots at street side

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

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

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

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



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

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

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

ORDINANCE 2016-01-05

AMENDED AND RESTATED PUD

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

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION:

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

Section 2: Zoning Classification.

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

General

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

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

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

Purpose

The purpose of this PUD is to:

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

Land Uses

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

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

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

Residential

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

Setbacks

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

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

Lot Size

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

Dwelling Size

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

Lot Width

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

Lot Coverage

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

Height of Structures

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

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

Building Design

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

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

Affordable Housing Requirement

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

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

Recreation and Open Space

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

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

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

Waterfront and Wetlands Buffer Requirement

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

Boat Docks

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

Phasing

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

Public Facilities

Potable Water and Wastewater

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

Solid Waste

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

Drainage

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

Transportation

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

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

Street and Sidewalks

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

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

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

Landscaping Requirements

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

Lighting

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

Utilities

All utilities shall be underground.

Signage

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

Maintenance of Common Areas

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

Impact Fees

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

Amendments

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

Expiration of PUD

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

Section 3: Consistent with Comprehensive Plan.

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

Section 4: Official Zoning Map.

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

Section 5: Severability.

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

Section 6: Conflict.

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

Section 7: Effective Date.

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

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

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Lisa Cortese
Acting City Clerk

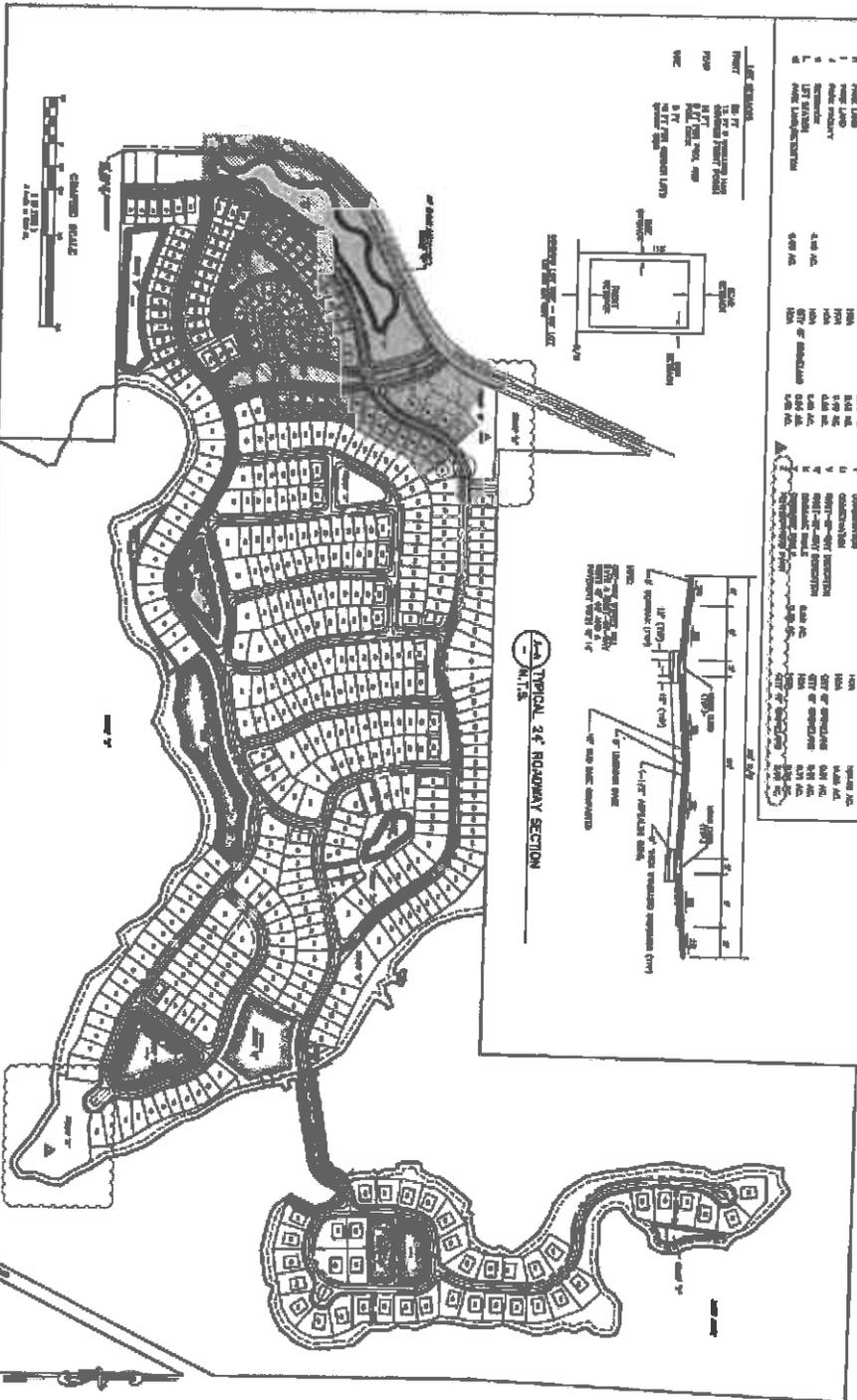
Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

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

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



TRACT TABLE

TRACT LAND USE	EXHIBIT	RESIDENCE	LOT SIZE
1	1	100	4,000 AC.
2	2	100	4,000 AC.
3	3	100	4,000 AC.
4	4	100	4,000 AC.
5	5	100	4,000 AC.
6	6	100	4,000 AC.
7	7	100	4,000 AC.
8	8	100	4,000 AC.
9	9	100	4,000 AC.
10	10	100	4,000 AC.
11	11	100	4,000 AC.
12	12	100	4,000 AC.
13	13	100	4,000 AC.
14	14	100	4,000 AC.
15	15	100	4,000 AC.
16	16	100	4,000 AC.
17	17	100	4,000 AC.
18	18	100	4,000 AC.
19	19	100	4,000 AC.
20	20	100	4,000 AC.
21	21	100	4,000 AC.
22	22	100	4,000 AC.
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TRACT TABLE

TRACT LAND USE	EXHIBIT	RESIDENCE	LOT SIZE
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PROJECT TOTAL ACREAGE = 340.3 AC

OR-1

DATE: 12/15/2011

PROJECT: LAKESIDE AT SUNRISE

OWNER: BARRIS L. STONE P.L. LLC

DESIGNER: BARRIS L. STONE P.L. LLC

SCALE: AS SHOWN

OVERALL CONCEPTUAL DEVELOPMENT PLAN FOR LAKESIDE AT SUNRISE

MAKING



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Ordinance 2016-01-06

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

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 8, 2016

BACKGROUND:

Staff recently asked for direction related to Section 6-2, Sales Restricted of alcoholic beverage related to distribution.

This section of the code includes alcohol distributors from the prohibition of being located within 1,000 feet of the real property comprising a school, church, or park.

The presented code change adds the language "serving" to the 51 percent or more of gross sales triggering the restriction to clarify.

STAFF RECOMMENDATION: Approve the Motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

ORDINANCE 2016-01-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA AMENDING SEC. 2 ENTITLED SALES RESTRICTED OF CHAPTER 6, ENTITLED ALCOHOLIC BEVERAGES, OF THE CITY OF GROVELAND CODE OF ORDINANCES, TO EXCLUDE DISTRIBUTORS FROM THE PROHIBITION RELATING TO ALCOHOL SALES WITHIN 1,000 FEET OF A SCHOOL, CHURCH, OR PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Groveland's Council desires to preserve and improve the general welfare of the municipality; and

WHEREAS, The City of Groveland wishes to protect and enhance the property values within the municipal boundaries; and

WHEREAS, the City Council's intention in restricting sales located within 1000 feet of certain uses was to restrict sales in establishments where alcohol is sold in quantities for personal consumption or consumption on site, not to restrict wholesale distributors.

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

SECTION 1: That Section 2, Chapter 6 of Part II of the Code of Ordinances of the City of Groveland, is hereby amended to read:

Sec. 6-2 Sales Restricted.

In addition to the regulations provided in F.S. ch. 562, the following sales restrictions shall apply:

- (1) No alcoholic beverages may be sold, consumed, or served, or permitted to be sold, consumed or served in any establishment holding a license under the state beverage laws between the hours of 2:00 a.m. Sunday and 12:00 noon Sunday or between the hours of 2:00 a.m. and 7:00 a.m. each other day. No business, excluding a wholesale distributor, who receives more than 51 percent or more of its gross sales from alcohol beverages is allowed within 1,000 feet of the real property comprising of a school, church, or park.
- (2) No vendor shall sell any alcoholic liquor or beverages to any person who is intoxicated.
- (3) No vendor shall permit his place of business to become a nuisance, or permit shouting, yelling or brawling in such place of business.

SECTION 2. INCLUSION

It is the intention of the City Council of the City of Groveland that the provisions of this Ordinance shall become and be made a part of the City of Groveland Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase to accomplish such intentions.

SECTION 3. SEVERABILITY

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. CONFLICT

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

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption.

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

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Lisa Cortese
Acting City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Passed Second Reading _____

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

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



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Award Enterprise Fund RFP for Loan Services to CenterState Bank

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

PREPARED BY: Gwen Walker, Finance Director

DATE: February 22, 2016

BACKGROUND:

As you are aware, the City of Groveland received two cost share grants from St. Johns Water Management District, one for the Eagle Ridge Phase 3 Water Distribution System Project and the other for the Silver Eagle Reclaimed Storage Tank Project. In order to provide the City's portion of the funding for these projects, Council decided it was best to pursue a bank loan. Staff, working in conjunction with the City's financial advisor has also determined that it is the appropriate time to refinance four USDA loans.

Mr. Jeff Larson of Larson Consulting is here this evening to review the RFP process and results and recommend the award of the RFP for loan services to CenterState Bank.

STAFF RECOMMENDATION: Approve Award of Enterprise Fund RFP to CenterState Bank

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Collective Bargaining Agreement – All City Employees Bargaining Unit

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

PREPARED BY: Anita Geraci-Carver, City Attorney

DATE: February 16, 2016

BACKGROUND: In 2014 City the All City Employees Bargaining Unit employees voted to have union representation from International Union of Police Associations, AFL-CIO, and formed Groveland City Employees Association. The City, IUPA and representatives of the Employees Unit met to negotiate a collective bargaining agreement. The City's negotiation committee was Gwen Walker, Chief Tennyson, Christie Higdon, me and Guy Farmer, Esq.

Council reviewed the draft Collective Bargaining Agreement in April of 2015 as it prepared to attend the closed session meeting held April 30, 2015. Two changes to the previous draft Collective Bargaining Agreement were made. The two changes were:

1. Article 7, Paragraph 7.3. First sentence should read: Each Employee shall be entitled to an unpaid meal period of thirty (30) minutes during his/her regular work shift, except that each Employee assigned to work at City Hall shall be entitled to an unpaid meal period of sixty (60) minutes during his/her regular work shift. The scheduled time period for meal periods will be established and may be changed as needed by the Employees' direct supervisor. The decision of the supervisor regarding the timing of meal periods shall not be subject to the grievance procedure provided by this Agreement.
2. Article 33, Paragraph 33.1. Employees shall be subject to and governed by all of the policies and procedures contained in the City's Personnel Policy Manual as amended from time to time, ~~except when those policies and procedures directly conflict with the provisions of this Agreement and in such cases this Agreement shall prevail.~~ In the event of a conflict, the City's Personnel Policy Manual shall prevail.

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The attached Collective Bargaining Agreement reflects those two changes. The Collective Bargaining Agreement was ratified by Groveland City Employees Association Local 6091. Please see attached correspondence dated June 5, 2015.

On July 7, 2015, the Collective Bargaining Agreement was brought forward for Council consideration. At the meeting the Collective Bargaining Agreement was not approved. Attached please find portion of meeting minutes relating to this matter. **The primary issue raised at the Council meeting was whether or not arbitration should be binding. The Committee does not recommend any changes to the Collective Bargaining Agreement since it was originally presented at the July 7, 2015. The Committee recommends that arbitration NOT be binding and that Council retain its authority to make a final decision on matters.**

Below are a few provisions of interest from the Collective Bargaining Agreement:

The duration of the Collective Bargaining Agreement is from the date approved by the City Council until midnight of December 31, 2016.

The City Council will determine as part of the annual budgetary process whether funds are available to increase the wages of all City employees including those Employees covered by this Agreement. Assuming that the City Council determines that City Employees may receive a pay increase then, an Employee will only be eligible for a pay increase if the Employee is in good standing and is considered by his/her direct supervisor and the City Manager to be performing satisfactorily in his/her position at the time when the Employee is eligible for a pay increase.

If any grievance is not resolved by the grievance procedure outlined in Article 21, the Union may give notice to the City Manager and the Human Relations Department of its intent to arbitrate. The decision of the arbitrator shall not be binding

A representative of the Union shall be allowed to attend new Employee orientation to briefly explain jointly with the Manager/Supervisor who is conducting the orientation the provisions of this Agreement and the role of the Union regarding the Agreement.

STAFF RECOMMENDATION: Approve Collective Bargaining Agreement – All City Employees Bargaining Unit dated May 29, 2015
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

3. Ordinance 2015-06-09: Rezoning – Cockefaire Property

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

NEW BUSINESS

4. Appointment to Recreation Advisory Committee

Council Member Smith moved to appoint Mr. Edmund Meyer as the full voting member; seconded by Vice Mayor Griffin. The motion was approved with the vote as follows: Council Member Smith-aye, Vice Mayor Griffin-aye, Mayor Loucks-aye; Council Members Sweatt-nay, Council Member Wilson-nay.

Council Member Sweatt moved to appoint Mr. Demetrius Isom as the representative member from South Lake High School; seconded by Council Member Smith. The motion was approved with all members present voting aye.

Council Member Sweatt moved to appoint Ashley Cain and William Szemcsak as alternate members; seconded by Council Member Wilson. The motion was approved with all members present voting aye.

5. Collective Bargaining Agreement – All City Employee Bargaining Unit

Council Member Wilson moved to not approve; seconded by Council Member Sweatt. The motion died with the vote as follows: Council Member Smith-nay, Mayor Loucks-nay, Council Member Sweatt-aye, Council Member Wilson-aye. Vice Mayor Griffin's phone connection was lost.

There was considerable confusion regarding the motion. An audience member claimed that a Sunshine Violation occurred. The city attorney asked for a recess in order to review the matter and determine how to proceed. Mayor Loucks recessed the meeting for ten minutes.

Mayor Loucks reopened the meeting.

Mrs. Geraci-Carver stated that since allegation of a Sunshine Violation occurred in order to counteract any allegations the council should negate the motion and start fresh. The council should make a new motion, have council discussions, public discussions and then hold a vote.

Council Member Smith moved to approve the contract as recommended by staff; seconded by Vice Mayor Griffin. The motion failed with the vote as following: Council Member Smith-aye, Vice Mayor Griffin-nay, Mayor Loucks-aye, Council Member Sweatt-nay, Council Member Wilson-nay.



**INTERNATIONAL UNION
OF POLICE ASSOCIATIONS
AFL-CIO**

THE ONLY UNION FOR LAW ENFORCEMENT OFFICERS

SAM A. CABRAL
International President
JOHN E. O'KEEFE
International Secretary-Treasurer

June 5, 2015

Anita Geraci-Carver, Esquire
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, Florida 34711

Re: Groveland Contract Ratification

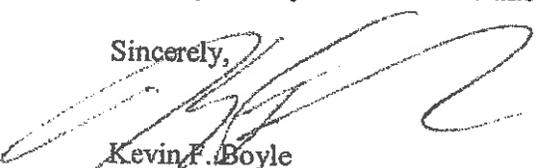
Dear Attorney Geraci-Carver,

Please be advised that the bargaining unit has ratified the contract between the International Union of Police Associations, AFL-CIO and Groveland City Employees Association Local 6091 and the City of Groveland.

Per our previous correspondence, kindly submit this to the City Council for its July 6th, 2015 meeting.

Thank you for your attention to this matter.

Sincerely,


Kevin F. Boyle
General Counsel

May 29, 2015

Collective Bargaining Agreement

Between the

International Union of Police Associations, AFL-CIO

and

Groveland City Employees Association Local 6091

and

The City of Groveland, Florida

All City Employees Bargaining Unit

MAY 29, 2015

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May 29, 2015

Preamble

This Agreement is entered into by and between the City of Groveland, the Employer and the International Union of Police Associations, AFL-CIO, and the Groveland City Employees Association Local 6091, the Union ("Agreement").

The general purpose of this Agreement is to establish wages, hours and terms and conditions of employment for Employees that are included in the bargaining unit of City Employees and to provide an orderly procedure for the resolution of grievances.

In this Agreement, the terms "Groveland" and the "City" refer to the employer, the City of Groveland. The terms "Bargaining Unit Employee," or "Employee," refers to the Employees employed by the City of Groveland included in the Unit defined by the Florida Public Employees Relation Commission in Case No. EL-2014-004 (Relates to RC 2013-023). It shall not include City Employees not specifically listed as included in the unit, or any other Employees of the City of Groveland. The term' the "Union" refers to the International Union of Police Associations, AFL-CIO, and the Groveland City Employees Local 6091.

Uses of gender references, "he" and "she" are considered interchangeable.

May 29, 2015

Article 1

Recognition

- 1.1 The City hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those Employees of the city working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC) in Case No. EL-2014-004 (Relates to Case No. RC-2013-023).

May 29, 2015

Article 2

Prevailing and Management Rights

- 2.1 The Union expressly recognizes that it is the right of the City, except as expressly modified by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the City, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its Employees, to take disciplinary action for proper cause, and to relieve its Employees from duty, provided in so doing the provisions of this Agreement are not violated.
- 2.2 The City specifically reserves the right:
- A. To select and direct the work force in accordance with requirements determined by management.
 - B. To establish and change individual work schedules and assignments.
 - C. To assign and distribute available overtime work and to change work schedules in order to minimize overtime work.
 - D. To make and enforce work performance standards.
 - E. To make and change rules and regulations which are not mandatory subjects of bargaining and to determine disciplinary action for the failure to obey such rules and regulations.
 - F. To adopt and modify job descriptions.
 - G. To make and enforce safety rules.
 - H. To transfer, promote, and demote Employees.
 - I. To discipline, suspend and terminate Employees for good cause.
 - J. To determine the size and composition of the work force.
 - K. To lay off Employees for lack of work or other reasons.
 - L. To transfer, subcontract, and eliminate work.
 - M. To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
 - N. To create, modify and terminate job classification and to create and modify the duties of those jobs classifications.
 - O. To set wages and modify those wages.

May 29, 2015

- P. To establish benefits and modify those benefits from time to time.
- Q. To suspend the provisions of this Agreement during emergency conditions, including but not limited to riots, civil disorders and any adverse weather conditions.
- R. To exercise any other rights of management not expressly limited by the provisions of this Agreement.

May 29, 2015

Article 3
Indemnification

- 3.1 When the City may legally do so, the City shall furnish to Employees legal counsel and defense in accordance with applicable Florida law. To the extent permitted by law, no Employee shall be held personally liable in tort for any injuries or damages suffered as the result of any act, event or omission of action in the scope of his/her employment, unless the Employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property. Nothing herein shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under Florida law and Section 768.28, Florida Statutes.

May 29, 2015

Article 4

Non-Discrimination

- 4.1 There shall be no discrimination, harassment or retaliation by the City or the Union against any Employee or applicant because of race, religion, color, national origin, sex/gender, age, disability, marital status, political affiliation, veteran status or sexual orientation as prohibited by local, state or federal law.
- 4.2 There shall be no discrimination by the City or the Union against any Employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 4.3 The City recognizes that pursuant to Florida Statutes, Employees covered by this Agreement shall have the right, without interference, intimidation, coercion or retaliation to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.
- 4.4 The City and the Union oppose discrimination, harassment and retaliation on the basis of age, race, religion, color, national origin, sex/gender, disability, marital status, veteran's status or political affiliation. The parties recognize that the City has established an internal procedure to investigate and resolve cases of alleged discrimination, harassment, and retaliation that is in addition to existing and adequate procedures established by the State of Florida and the federal government. Accordingly, it is agreed that allegations of employment discrimination, harassment or retaliation as described herein will not be processed through the contractual grievance/arbitration procedure pursuant to this Agreement.

May 29, 2015

Article 5

Professional Standards and Disciplinary Action

- 5.1 It is a statutory right of the City to establish rules and standards of performance and to discipline Employees in accordance with those standards. When discipline is applied, the City shall, normally, use "progressive discipline" in an effort to correct inappropriate conduct. However, there are situations where more severe discipline will be warranted without progressive applications.
- A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the City Manager or his delegates.
 - B. Prior to any disciplinary action being taken, the City Manager will instigate an investigation by his designee as appropriate to determine the applicable facts and evidence which would support the disciplinary action.
- 5.2 Counseling: Supervisors are responsible for counseling Employees when they determine it is necessary to improve performance. Counseling may be verbal or written. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the Employee's personnel file.
- 5.3 Discipline is an action initiated and administered when positive corrective measures designed to train or effect behavior change are unsuccessful in attaining satisfactory Employee performance or an action initiated and administered by a supervisor when an Employee violates a rule, order, directive or procedure. Discipline may take the form of:
- A. Reprimand: Recorded violation of a rule, order, directive or procedure or unacceptable performance.
 - B. Suspension: An unpaid period of time of not less than one day.
 - C. Transfer: Moving from one classification to another with no loss of pay.
 - D. Demotion: Movement from one position to a position with lower pay.
 - E. Termination: A complete and irrevocable severing of the employment relationship.
- 5.4 If an Employee who is suspended pending final court disposition of criminal charges is convicted, pleads guilty or nolo contendere to or plea bargains to, an offense that compromises his/her ability to perform the job, the City Manager may in his sole discretion terminate the Employee's employment or may return the Employee to full duty without back pay and benefits. An Employee who is returned to full duty under the provision of the Agreement may be subject to further discipline at the sole discretion of the City Manager.

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- 5.5 If an Employee, who is suspended pending final court disposition of criminal charges, is acquitted of all charges or if all charges are dropped, he/she will be restored to full duty with or without back pay and benefits at the sole discretion of the City Manager. (Agreed upon 4/10/14)
- 5.6 All disciplinary action taken toward non-probationary Employees is subject to the grievance process as provided in Article 21 of this Agreement.
- 5.7 Employees shall be required to observe and comply with written rules and regulations governing their employment as set forth in the City's Personnel Policy Manual and all special and general orders and written communications issued by the City.

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Article 6

Personnel Records

- 6.1 Employees' personnel files will be maintained in the City's Human Resources Office.
- 6.2 With the exception of those exemptions noted in the Florida Statutes, records in the Employees' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk and the City Manager.
- 6.3 Employees shall have the right to inspect his/her personnel file at a reasonable time. The records shall be made available for inspection during regular business hours.
- 6.4 Employees shall be notified when any personnel file record has been released to a third party in accordance with Florida's public records law. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file. Nothing herein shall require the City to obtain the name or other identifying information of any such individual/entity requesting the personnel file record.
- 6.5 The City agrees that a bargaining unit Employee shall have the right to include in his/her personnel file a written refutation of any material he/she considers detrimental.

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Article 7
Work Schedules

- 7.1 The City shall establish work schedules for Employees and can modify schedules at any time.
- 7.2 The City has the right to change individual work schedules (starting and ending times and days on/off) as needed. The City will give advance notice when practical when adjustments are made.
- 7.3 Each Employee shall be entitled to an unpaid meal period of thirty (30) minutes during his/her regular work shift, except that each Employee assigned to work at City Hall shall be entitled to an unpaid meal period of sixty (60) minutes during his/her regular work shift. The scheduled time period for meal periods will be established and may be changed as needed by the Employees' direct supervisor. The decision of the supervisor regarding the timing of meal periods shall not be subject to the grievance procedure provided by this Agreement.

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Article 8

Overtime, Overtime Pay and Compensatory Time

- 8.1 Overtime is defined as time worked in excess of forty (40) hours per week for non-exempt Employees. Exempt Employees do not receive overtime pay and the provisions of Article 8 do not apply to exempt employees.
- 8.2 For the purposes of computing overtime, compensatory leave, PTO leave, bereavement leave, holiday leave, military leave, jury duty leave and any other absence from work while on paid status will not be considered time worked.
- 8.3 Overtime must be assigned or authorized by management; an Employee is not entitled to assign or approve overtime for him/herself. Overtime shall be scheduled in accordance with the procedures herein, except in instances where the City Manager deems it necessary to properly operate the City.
- 8.4 Overtime worked shall be compensated at one and one-half (1.5) times the Employee's regular rate of pay as defined in the federal Fair Labor Standards Act.
- 8.5 In lieu of receiving pay for overtime worked in excess of forty (40) hours per week, Employees may request and receive compensatory time with the approval of the City Manager, as follows:
 - A. Equivalent compensatory time for each overtime hour worked calculated as provided in Article 8.4 of this Agreement will be credited to the Employee at the end of the pay period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Human Resources Department.
 - B. The maximum accrual of compensatory time is forty (40) hours. When an Employee has reached his/her maximum accrual, the City will pay for any subsequent overtime.
 - C. An Employee who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within two pay periods of earning it, if such use does not disrupt the operations of the City. The minimum time period for use of compensatory time is four (4) hours. If an Employee does not use compensatory time off within two (2) pay periods of earning it, the Employee will be paid for the accrued time at the Employee's regular overtime rate of pay.
 - D. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated Employee (or his/her designated beneficiary or estate in the case of the Employee's death) at the Employee's regular overtime rate of pay.
- 8.6 Employees are responsible for accurately reporting all hours worked.

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Article 9

Call Time and Training

- 9.1 Call out time is defined as any time an Employee is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation during the work period in which the call outs occurred.
- 9.2 Any Employee who is required to be on call outside of normally scheduled working hours shall be paid \$20.00 a day for on call Monday through Friday and \$25.00 a day for Saturday and Sunday. Reasonable time shall be allowed for the on call Employee to respond when called in, and once the Employee reports to work, the call out provision of 9.1 shall apply. No Employee shall be required to be on call during scheduled PTO time.
- 9.3 Employees shall be compensated for training or re-training when such training or re-training is required by the City Manager or the laws, rules, and regulations of the State of Florida. Such training will be considered time worked for purposes of overtime calculation in the work period in which the training was conducted. Employees shall not be compensated for training or re-training, when such training or retraining is not approved by the City Manager or his designee.

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Article 10

Paid Time Off (PTO)

- 10.1 Employees are entitled to paid time off (PTO) benefits available as defined in the City's Personnel Policy Manual.

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Article 11
Bereavement Leave

11.1 Employees are entitled to bereavement leave as provided in the City's Personnel Policy Manual.

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Article 12

Leave of Absence Without Pay

- 12.1 All applications for leave of absence without pay must be submitted by the Employee in writing and approved by the City Manager in writing. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.
- 12.2 Upon completion of an unpaid leave of absence, the Employee shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence, unless the leave of absence period exceeds three (3) months. In that case, the City Manager shall in his sole discretion decide where to assign the Employee when he returns to work.
- 12.3 The Employee will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is equal to or longer than three (3) months, the Employee will not receive any credited service for the entire leave of absence period.
- 12.4 No other benefits will be available to the Employee during the leave of absence period.

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Article 13

Military Leave and Military Duty

- 13.1 Military leave shall be granted in accordance with the City's Personnel Policy Manual, Florida and Federal Law.
- 13.2 Except in an actual or declared emergency recall to Military duty, the Employee shall give thirty (30) calendar days' notice, or as much notice as possible to the Employee's supervisor and the City Manager that the Employee's military duty will commence on a specific date.

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Article 14

Workers' Compensation, On-the-Job Injury, Illness and Disability

- 14.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to Employees who sustain an injury or illness as a result of and arising out of employment by the City. Initial determination as to whether an illness or injury is compensable will be made by the insurance carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to the grievance procedures under this Agreement.
- 14.2 Employees have a duty to immediately report any injury or illness occurring while on the job, and to cooperate in providing any information necessary to process a workers compensation claim.
- 14.3 The City is entitled to select the physician who will examine or reexamine the injured or ill Employee; however, the injured or ill Employee shall have the discretion to select a physician of his/her own choice to the extent that the physician selected is approved by the insurance carrier and providing all reports and charges of the physician comply with applicable Workers Compensation law.
- 14.4 Any disagreement between an Employee's physician and the City, or in the selection of a physician shall be resolved as outlined in the Florida Statutes and the Workers Compensation Managed Care Grievance Procedure.
- 14.5 While on a job connected injury or illness leave, eligible Employees shall be entitled to all benefits as provided in this Agreement.
- 14.6 Before returning to work, a return to work statement from the treating physician must be submitted to the City Manager, authorizing the Employee's return to work without any work restrictions or with modified duties that can be reasonably accommodated by the City.
- 14.7 An Employee who suffers a work related injury or illness within twelve (12) months of employment with the City shall not be entitled to injury leave. Employees shall be required to use any available PTO during this period.
- 14.8 An Employee who suffers a work related injury or illness after twelve (12) months of employment with the City shall be paid injury leave at full pay for a period not to exceed one hundred (100) hours. Workers Compensation payments by the insurance carrier during the period of paid injury illness leave shall be signed over by the Employee to the City.
- 14.9 Upon payment of the maximum paid injury illness leave available, Employees shall be required to use accumulated PTO to make up the difference between the workers compensation payments and the Employee's regular wages.

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- 14.10 Employees are required to use injury illness leave concurrently with any available Family and Medical Leave Act leave. Leave time taken will be applied towards the Employee's Family and Medical Leave Act leave entitlement.
- 14.11 All situations involving work related and non-work related injury/illness shall be treated by the City in a manner consistent with the Family Medical Leave Act, the Americans With Disabilities Act and all other applicable laws and regulations.

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Article 15

Modified Duty Assignment

- 15.1 An Employee who is unable to perform the essential functions of his/her job due to an injury/illness may make a written request for a modified duty assignment to the City Manager. There shall be no modified duty status allowed an Employee unless, at the City Manager's sole discretion, it is determined that a reasonable modified duty work opportunity exists within the City.
- 15.2 If modified duty is available, the City Manager shall inform the Employee in writing of any modified duty assignment(s) and the physical and mental capabilities required for their performance of that assignment.
- 15.3 Upon the request of the City Manager, the Employee shall present this modified duty assignment information to his/her treating physician and obtain a written evaluation of the Employee's ability to perform the essential functions of the modified assignment. The medical evaluation must be in sufficient detail to satisfy the City Manager. The City Manager reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the Employee's current ability to perform the duties of his/her current job or the duties of the modified duty position.
- 15.4 Any modified duty assignment shall be considered temporary, may be ended at the discretion of the City Manager at any time, and shall not be subject to the grievance/arbitration provisions of this Agreement.
- 15.5 An Employee performing a modified duty assignment will be paid only for time actually worked and at his/her regular straight time rate of pay. An Employee may utilize accumulated and available PTO to make up a loss in pay if the modified duty assignment does not provide at least eighty (80) hours pay during a biweekly pay period.
- 15.6 The City shall in all cases comply with the Americans With Disabilities Act, the Family Medical Leave Act, and all other federal, state or local laws or regulation when dealing with Employees who have a disability as that term is defined by the Americans with Disabilities Act. To the extent that any provision of this Agreement conflicts with the City's obligations under the Americans with Disabilities Act, the Family Medical Leave Act and any other applicable law or regulation that provision or provisions are deemed modified as necessary for the City to comply with the Americans With Disabilities Act, the Family Medical Leave Act and all other applicable laws and regulations.

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Article 16

No Strike

- 16.1 The Union agrees that it will not authorize, instigate, condone, excuse, ratify, or acquiesce in any strike, slowdown, work stoppage, or any other like or similar activity likely to interfere with the efficient operation of the City's affairs engaged in or supported by Employees or any agents or representatives of the Union or its affiliates.
- 16.2 Should the Union or any Employee breach this Article, the City may, without notice, obtain an injunction against that breach. The City may also take any other action against the Union and/or Employee authorized or required by law.
- 16.3 Should the Union and/or any Employee be found guilty of striking, as defined in Section 447, Florida Statutes, the Union and/or Employee shall be subject to the penalties provided by law and consequences as described herein. The City further retains all its inherent and explicit managerial rights, including, but not limited to, the right to take disciplinary action against any Employee who breaches this Article.
- 16.4 The Union is not responsible for the action of any Employee that it does not represent under the provisions of this Article 16.

Article 17
Insurance

- 17.1 The City agrees to provide the same health and dental insurance benefits and applicable costs to Employees as currently provided to all City employees. The Union agrees that those benefits and the cost of the benefits paid by the Employees may be changed or discontinued from time to time by the City for economic reasons and in order to comply with applicable state and federal law. The City shall notify the Union of any changes prior to implementation of the changes or the discontinuation of any insurance.

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Article 18

Union Meetings and Business

- 18.1 The City shall recognize officers of the Groveland Police Officer's Local 6091 as official representatives of the Union and shall deal with them on all Union related matters.
- 18.2 Employees may not attend Union meetings or deal with union related matters during their scheduled work hours.
- 18.3 The City will provide space for separate bulletin boards at City Hall and at the Public Works and Utilities Office solely for the purpose of posting notices and announcements pertaining to Union business. The Union shall not post any material that is obscene, defamatory, inappropriate, or that impairs the operation of the City. Any violation of this provision by the Union may result in the privilege of use of the bulletin board being withdrawn by the City at the sole discretion of the City Manager. The Union will provide the bulletin boards. All Union notices shall be posted on those bulletin boards.
- 18.4 The Union shall be permitted by the City to use a designated available City facility for Union meetings with the prior express permission of the Police Chief.
- 18.5 Union representatives and Union Officers/members shall not meet with, talk to or otherwise communicate with Employees during work time to discuss any aspect of Union related business without the express written agreement of the City Manager given in advance of the meeting or conversation. Union representatives or officers who are permitted by the City Manager to conduct Union business during scheduled working hours shall not be compensated for that time, but may use accrued PTO if available.
- 18.6 A representative of the Union shall be allowed to attend new Employee orientation to briefly explain jointly with the Manager/Supervisor who is conducting the orientation the provisions of this Agreement and the role of the Union regarding the Agreement.

Article 19

Reduction in Work Force

- 19.1 Layoff - In the event of a layoff for any reason, regular full-time Employees shall be laid off in inverse order of seniority.
- A. "Seniority" for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.
 - B. Seniority for each Employee is earned for the length of service with the City.
 - C. Employees in temporary, emergency or part time status will be laid off first, followed by Employees in probationary status. No regular Employee shall be laid off while another person in the same classification is retained on a temporary, emergency, part-time or probationary basis by the City.
- 19.2 Exceptions to Layoff Order - If the City Manager determines in his sole discretion that an Employee should be retained because of performance, experience in a specific job, special skills, abilities or training that are essential to the efficient operation of the City or the job, the City Manager shall designate that Employee who shall be retained even though that Employee has less seniority than an Employee who is being laid off.
- 19.3 Alternatives to Layoff - Any Employee scheduled to be laid off may at the sole discretion of the City Manager be offered an alternate vacant position if the Employee is qualified for that job and if a suitable vacancy exists. An Employee may not "bump" another regular Employee from his/her position in order to avoid layoff.
- 19.4 Notice of Layoff - The names of all Employees scheduled for layoff will be provided by the City Manager to the Union. The notice will include information on job classification and seniority of those affected and will reference any exceptions as provided in 19.2, above. Layoff notices will be sent to the Employees affected and the Union in writing by the City Manager fourteen (14) calendar days prior to the effective date of the layoff except where in the discretion of the City Manager a shorter notice or no notice is required.
- 19.5 Recall
- A. Employees who are laid off shall have recall rights for six (6) months from the date of layoff. The names and seniority dates of laid-off Employees shall be placed on a recall list and a copy of the list shall be provided to the Union.
 - B. Employees shall be recalled in order of seniority as shown on the recall list determined at the date the layoff occurred. The Employee with the earliest seniority date shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the Employees on the recall list, vacancies exist because laid off Employees have refused recall, failed to respond to the notice within the time allotted, or failed to pass a fitness for duty examination, the recall list shall be deemed exhausted, and the City shall fill vacancies through its ordinary process.

- 19.6 Employees will be provided notice of recall and must follow the procedures defined below in order to protect recall rights.
- A. Notice of recall shall be given to the Employee by first class mail sent to the most recent address contained in his/her personnel records. An Employee who is laid off is required to advise the City of his/her current address. Failure to do so voids the Employee's right to be recalled.
 - B. An Employee who is sent a notice of recall and desires to return to work must respond to the City's Human Resources Department by first class mail no later than fourteen (14) calendar days following the date of the recall notice. A laid off Employee who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.
 - C. An Employee must report fit for duty within fourteen (14) calendar days (or less if approved by the City Manager) following his/her notification to the Human Resources City of his/her availability to return to work. Prior to returning to work a recalled Employee shall take a fitness for duty examination by a physician selected by the City. A laid off Employee who does not pass the fitness for duty examination in accordance with this section shall lose recall rights.
- 19.7 Seniority does not accrue during layoff, nor does the Employee accrue PTO or other benefit eligibility. Upon recall, an Employee's seniority shall be counted from the Employee's hire date, less the period of the layoff

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Article 20

Dues Deduction

- 20.1 The City agrees that upon receipt of a voluntary authorization of dues deduction, signed and dated following the effective date of this Agreement, the City shall deduct reasonable union dues commencing with the second pay period after receipt of the notice. In order to revoke his or her dues deduction authorization, an Employee shall give to Human Relations City and the Union a written Notice of Revocation. Revocation shall be effective commencing with the second pay period after receipt of the notice by the City.
- 20.2 Dues shall be deducted each designated pay period and those monies shall be remitted by the City to the International Union of Police Associations, AFL-CIO (IUPA) within fifteen (15) days of the end of the month in which the dues were collected. The City shall deduct two percent (2%) from the total dues remitted to the Union every month as a fee for processing the dues deductions.
- 20.3 The Union will notify the City in writing of the amount of the dues to be deducted.
- 20.4 The Union will notify the City in writing of changes in the amount of the dues to be deducted at least thirty (30) calendar days in advance of the effective date of the change.
- 20.5 The Union shall indemnify and hold the City harmless for any claim by an Employee that the City has improperly withheld dues from any Employee's pay.
- 20.6 The City is not required to withhold any money on behalf of the Union from any Employee's pay except as specifically provided in Article 20.

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Article 21 Grievance Procedure

- 21.1 The purpose of this provision is to establish processes for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the City, the Union and/or the Employees involving the interpretation or application of this Agreement.
- 21.2 Prior to utilizing the Grievance Procedure, an Employee shall attempt to resolve his/her problem utilizing the City's Problem Resolution procedure (City Policy No. 718). If the problem is not resolved, then the Employee may file a grievance pursuant to this Article 21 of the Agreement.
- 21.3 Grievances shall be in writing on a Grievance form provided by the City and shall set forth the date of the grievance, the provision or provisions of this Agreement alleged to have been violated, the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the Employee who initiated the grievance and an Officer of the Union. Grievances submitted which do not contain the above information and/or are otherwise incomplete, shall be rejected by the City.
- 21.4 The formal grievance procedures are as follows:

Step One

- The Union or an Employee shall file the grievance, in writing, with the a representative of the Human Resources Department within fourteen (14) calendar days following exhaustion of the procedure under City Policy 718.. Grievances submitted more than fourteen (14) calendar days following that date shall not be accepted by the City.
- A representative of the Human Resources Department will conduct a meeting within fourteen (14) calendar days following his receipt of the Grievance with the Grievant and a representative of the Union, unless the representative of the Human Resources Department chooses to grant the requested relief without further proceedings. The representative of the Human Resources Department shall notify the Union of his/her decision, in writing, within fourteen (14) calendar days after the meeting.

Step Two

- If the grievance is not resolved to the Grievant and the Union's satisfaction at Step One, the Union may forward the grievance with a written Notice stating in detail the reasons for the Union's disagreement with the representative of the Human Resources Department to the City Manager within ten (10) calendar days of receipt of the notification from the Human Resources Department.
- The City Manager shall conduct a meeting within fourteen (14) calendar days with a representative of the Human Resources Department, the Union and the Grievant,

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unless the City Manager chooses to grant the requested relief without further proceedings. The City Manager shall notify the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.

- 21.5 The Union shall be given at least two (2) calendar days' notice of the grievance meetings provided herein.
- 21.6 Grievance meeting may be scheduled by the City during or after normal working hours.
- 21.7 If any grievance is not satisfactorily resolved by the procedure outlined in this Article 21, the Union or an Employee who has filed a grievance may proceed to arbitration pursuant to Article 22.
- 21.8 Laid off, part time or probationary Employees shall not have the right to file a grievance, nor will the Union file a grievance on behalf of any such Employee.

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Article 22

Arbitration

- 22.1 If any grievance is not resolved by the grievance procedure outlined in Article 21, the Union may give notice to the City Manager and the Human Relations Department of its intent to arbitrate by written notice, hand delivered or by certified mail, return receipt requested, postmarked or hand delivered within ten (10) calendar days following receipt of the Step Two decision. The written notice shall include a statement of facts upon which the case is submitted, and a statement of the Union's position with respect to the issues the Union alleges should be arbitrated. The Union's failure to timely file a notice of intent to arbitrate shall constitute a waiver of the right to arbitrate the grievance.
- 22.2 Within five (5) calendar days of the notice, a letter shall be sent by the Union to the Federal Mediation and Conciliation Service requesting that a list of seven (7) arbitrators be forwarded to the City and the Union. Within seven (7) calendar days following receipt of the list of arbitrators, a Union Representative and a representative of the City shall meet to select an arbitrator. The Union and the City will alternately eliminate one name at a time from the list until only one name remains. That person shall be the arbitrator. The City and the Union shall alternate the right to first strike names in successive arbitrations.
- 22.3 The Arbitrator shall conduct a hearing and consider the subject matter of the dispute. The Arbitrator shall provide a copy of his decision to the City and the Union, in writing.
- A. Any party may be represented at the Arbitration hearing by counsel or any other representative.
 - B. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full presentation of the evidence and arguments of the parties.
 - C. Each party shall bear the costs of preparing and presenting its own case. Each party desiring a record of the proceedings shall pay for any costs thereof. In the event both parties agree to have a record of any type made of the hearing, the parties shall share the cost equally.
- 22.4 The power and authority of the Arbitrator shall be strictly limited to an interpretation of the terms of this Agreement. The Arbitrator shall not have the authority to add to, subtract from or modify any terms of the Agreement or to limit or impair any right that is reserved to the City. The decision of the arbitrator shall not be binding.
- 22.5 The fees and expenses of the Arbitrator shall be split equally by the parties. Each party shall make arrangements for and pay the witnesses that are called by it.
- 22.6 Employees who take time off from work with the approval of their direct supervisor and the City Manager to attend/participate in a grievance or arbitration hearing shall not be paid by the City for the time off from work, but may use accrued PTO, if any. Employees who are subpoenaed by the City to testify at the hearing shall be paid by the City for time spent testifying at their normal hourly rate of pay.

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Article 23

Employee Educational Assistance

23.1 The City will reimburse Employees for the cost of tuition, books and fees under the following conditions:

- A. The course must be directly related to the City job currently performed by the Employee or a required course for a degree that is directly related to the City job currently performed by the Employee.
- B. The course must be approved in advance by the City Manager and is subject to budgetary constraints.
- C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
- D. The course must be provided by a nationally or regionally accredited institution.
- E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
- F. The Employee must execute a separate tuition reimbursement agreement with the City agreeing to the terms set forth in this article.

23.2 The City will reimburse Employees for the cost of tuition, books and fees based on state college rates in accordance with the following schedule:

- A. 100% for attaining a final grade of "A"
75% for attaining a final grade of "B"
50% for attaining a final grade of "C"
0% for any grade less than a "C"
- B. If the course grading system is pass/fail, the City will reimburse 75% for a "pass" and 0% for a "fail".

23.3 Employees who resign from City employment prior to the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period. Any such money may be withheld by the City from the Employee's pay to the extent allowed by law.

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Article 24

General Provisions

- 24.1 Employees while on duty shall be furnished with parking facilities to the extent available at no cost to the Employee.
- 24.2 Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the City Manager or his designee only after receipt of actual notice of such rule modification.
- 24.3 All Employees are subject to drug/alcohol testing in accordance with the City's Substance Abuse Policy.
- 24.4 The probationary period for a new Employee is one (1) year; however, the period may be extended by the City Manager at his/her sole discretion for additional observation.
- 24.5 An Employee may, subject to prior approval of the City Manager, accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws or rules or the City's Personnel Policy Manual, providing that such employment shall not interfere with or adversely affect the performance of the Employee's duties with the City.
- 24.6 The City Manager or his designee shall have the right without notice to inspect an Employee's City issued computer, e-mail, cell phone, locker, handbag, brief case, desk and/or City issued motor vehicle at any time without the Employees' permission. City Employees shall not use personally-owned electronic devices or motor vehicles to conduct City business, except with the express permission of the City Manager.
- 24.7 The City shall give the Union notice in advance of making any changes to the City Personnel Policy Manual, any insurance benefit or pay plan, any retirement plan and/or any other policies, procedures or rules, but the City shall not be required to bargain with the Union regarding the changes.
- 24.8 A Union representative shall be scheduled to attend one (1) of the City Council's budget workshops when the City Council is considering the City's annual budget in order to discuss with City Council the Union's position on pay and benefits of the Employees represented by the Union. The Union representation will be listed as a speaker on the agenda.

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Article 25

Voting

- 25.1 During a primary, special or general election, an Employee who is registered to vote, whose scheduled work hours do not allow sufficient time to vote, shall be allowed up to two hours off from work with pay for this purpose. If the polls are open two (2) hours before or after the Employee's scheduled work period, it shall be considered sufficient time for the Employee to vote and the employee shall not be entitled to take time off from work with pay to vote.

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Article 26

Wages

- 26.1 The pay scales attached as Exhibit A shall be effective during the duration of this contract.
- 26.2 All Employees hired by the City shall be paid the minimum hourly rate for that classification. However, the beginning pay of any Employee with prior experience in a similar position may be increased at the sole discretion of the City Manager two percent (2%) for every three (3) years of prior service up to a maximum of four percent (4%) at the date of hire. The prior service must have been in a related job ending no more than one (1) year prior to employment by the City.
- 26.3 All Employees who are required to work in a higher paid classification for an entire shift due to an Employee's absence shall be compensated at their regular rate of pay plus five percent (5%) for all hours worked in the higher classification.
- 26.5 The City Council will determine as part of the annual budgetary process whether funds are available to increase the wages of all City employees including those Employees covered by this Agreement.

Assuming that the City Council determines that City Employees may receive a pay increase then, an Employee will only be eligible for a pay increase if the Employee is in good standing and is considered by his/her direct supervisor and the City Manager to be performing satisfactorily in his/her position at the time when the Employee is eligible for a pay increase.

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Article 27 – Holidays

27.1 The following days shall be observed as official holidays for Employees:

First Day of January (New Year's Day)

Third Monday of January (Martin Luther King Day)

Third Monday in February (Presidents Day)

Last Monday in May (Memorial Day)

The Fourth of July

First Monday in September (Labor Day)

November 11 (Veteran's Day)

Fourth Thursday in November (Thanksgiving)

Fourth Friday in November (Day following Thanksgiving)

December 24th (Christmas Eve)

December 25th (Christmas Day)

27.2 When an official holiday falls on a Saturday, Employees shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, Employees shall observe the holiday on the first Monday after the holiday. Employees who are scheduled to work on a holiday shall observe the holiday on the actual holiday.

27.3 Holiday pay shall be paid in the following manner:

A. Employees who meet the Holiday Pay eligibility requirements outlined in Article 28.3.C. of this Agreement shall be paid Holiday Pay equivalent to eight (8) hours at the Employee's regular rate of pay. In the event that the observed holiday falls on the Employees regularly scheduled day off, the Employee may request and, with the City Manager's approval, be given eight (8) hours off with pay in the same pay period, instead of being paid the holiday pay.

B. All eligible Employees who are required to work on an official holiday and do not qualify for the overtime premium pursuant to Article 8 of this Agreement shall be paid for all hours worked on the holiday at the Employee's regular rate of pay plus eight (8) hours holiday pay.

C. To be eligible for Holiday Pay, an Employee must meet the following requirements:

May 29, 2015

1. Must be a full-time Employee
 2. Must work on the scheduled days prior to and after the holiday, with the exception if the absence was due to the following reasons:
 - a. The Employee's absence was previously approved.
 - b. The Employee is absent because of sickness or accident and provides a doctor's statement indicating that medical attention has been received.
 - c. The Employee is absent due to being on approved leave.
- D. An Employee who works on the scheduled work day immediately prior or immediately after the holiday and is unable to complete his shift due to illness, injury or emergency, shall be considered to have worked that day for purposes of Holiday Pay eligibility.

Article 28 Promotions

- 28.1 Promotions shall occur as provided in the City's Personnel Policy Manual.
- 28.2 If a promoted Employee does not successfully complete the probationary period in the new position, the Employee may return to the position from which the Employee was promoted. If the position from which the Employee was promoted is filled or the City Manager does not approve the return, reasonable efforts will be made to place the Employee in a comparable position, if one is available within the City. The Employee's rate of pay will be adjusted to that rate of pay of the position to which the Employee is assigned. If no position is available pursuant to this Article 28.2, the Employee shall be laid off.

May 29, 2015

Article 29

Retirement Plan

- 29.1 The City agrees to continue providing retirement benefits to Employees in accordance with the City's Retirement Plan as that Plan is amended from time to time by the City until such time as the Retirement Plan is modified, amended, replaced or ended by the City. The City shall not be required to bargain with the Union regarding the City Retirement Plan any amendment to that Retirement Plan or the discontinuance of the retirement plan.

May 29, 2015

Article 30
Performance Evaluations

- 30.1 Newly hired Employees shall receive two (2), six (6), nine (9) and twelve (12) month performance evaluations based on their City employment anniversary date and then every twelve (12) months, thereafter based on their City employment anniversary date.
- 30.2 Employees who have been transferred or promoted to a position covered by this Agreement shall continue to receive performance evaluations based on the evaluation date in effect immediately prior to the transfer.

May 29, 2015

Article 31
Health and Safety

- 31.1 It is understood that smoking and other forms of tobacco use is a known hazard to the health of Employees. In an effort to improve the health of Employees and to decrease the costs associated with treating tobacco related illnesses, Employees are required to adhere to the City's Smoking and Tobacco Use Policy contained in Section 505 of the City's Personnel Policy Manual. The use of e-cigarettes is also prohibited by this Article 31.

May 29, 2015

Article 32

Uniforms and Equipment

- 32.1 The City will provide uniforms to all Employees who are required to wear a uniform in the performance of their duties at no cost to the Employee. The Employee shall be responsible for any applicable closing fringe benefit federal income taxes. The City Manager shall determine the style of uniform worn by the Employee.
- 32.2. The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of the Employee at no cost to the Employee. The City Manager shall determine what equipment is necessary.
- 32.3 Upon termination of employment or transfer, the Employee shall return all uniforms and equipment issued to the City in like condition as when issued, with the exception of reasonable wear and tear.

May 29, 2015

Article 33

City Personnel Policy Manual

- 33.1 Employees shall be subject to and governed by all of the policies and procedures contained in the City's Personnel Policy Manual as amended from time to time. In the event of a conflict, the City's Personnel Policy Manual shall prevail.
- 33.2 The City will give the Union notice of any changes to the Personnel Policy Manual.

May 29, 2015

Article 34

Publication of the Agreement

- 34.1 The Union and the City agree to execute duplicate originals of this Agreement.
- 34.2 The Union shall print and distribute copies of this Agreement to the Employees and the City.

May 29, 2015

Article 35
Severability Clause

35.1 If any article or section of this Agreement violates any state or federal law or regulation that part of the Agreement shall be null and void. The remainder of this Agreement shall remain in full force and affect.

May 29, 2015

Article 36
Duration

- 36.1 This Agreement shall be in full force and effect upon ratification by the Employees and approval by the City Manager and the City Council.
- 36.2 This Agreement shall continue in full force and effect until midnight of December 1, 2016.

May 29, 2015

**THE INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO**

By: _____

Date: _____

**GROVELAND CITY EMPLOYEES ASSOCIATION
LOCAL NO. 6091**

By: _____

Date: _____

THE CITY OF GROVELAND

By: _____

Date: _____

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF
THE CITY OF GROVELAND ON THE _____ DAY OF _____, 2016.**

Mayor

City Manager

ATTEST:

City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	March 7, 2016
AGENDA ITEM:	SCADA System Design Services
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	James Huish
DATE:	February 22, 2016

BACKGROUND: The Public Services Utilities Division is requesting approval to enter into the attached "Service Agreement" with BESH for a Supervisory Control and Data Acquisition (SCADA) computer software system, (Wonderware), for the Sampey and Sunshine wastewater treatment facilities. This Wonderware system will allow staff to monitor and control day to day operating processes on site and remotely and respond to any emergency in a more effective and timely manner. Funding for the SCADA system is included in the current wastewater budget.

STAFF RECOMMENDATION: Approve the Service Agreement with BESH for SCADA System Design.

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

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



VIA EMAIL james.huish@groveland-fl.gov

February 18, 2016

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

**RE: PROPOSAL/AGREEMENT FOR CITY OF GROVELAND - SUNSHINE WWTP
AND SAMPEY WWTP SCADA SYSTEM DESIGN SERVICES**

Dear Mr. Huish:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above-referenced project, as requested. Please be sure to initial Pages 8-12, sign Page 13, and complete Page 14 for billing purposes.

Please note, the contract document contains the amended language as per your request of January 15, 2016.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E., Principal
rem@besandh.com

RAE:ml

Enclosure

Cc: Carrie King, BESH (via email)

H:\Melanie\WordPerfect\Rob\Proposal\City of Groveland\Sunshine WWTP Expansion\Proposal Transmittal Letter 2-18-16.wpd

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: Info@besandh.com ♦ www.besandh.com
Good...Better...**BESH!**

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

FOR

**CITY OF GROVELAND
SUNSHINE WWTP AND SAMPEY WWTP SCADA SYSTEM DESIGN SERVICES**

ENGINEERS:

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

CLIENT:

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

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

Project Understanding:

The City of Groveland desires to install a new SCADA system for plant operations at each of the above facilities. The system will consist of PC-based HMI monitoring and control systems and allow for the remote monitoring and control of the operations at both facilities. This proposal includes the necessary design, bidding and construction oversight to provide for a complete system. At this time, existing lift station SCADA will not be integrated into the system, but the system will have the capabilities for future integration of those remote sites.

Scope of Services:

To provide the above project, BESH shall contract with Bailey Engineering Consultants, Inc., to provide the needed services on this project. In addition to BEC's services, BESH shall prepare contract bid documents, and prepare final contract documents between the City and the low bidder on the project. BESH's and BEC's scope of services include the following tasks:

TASK I SCADA SYSTEM DESIGN AND PROJECT OVERSIGHT

Task 1 – Project Management:

Two (2) meetings with the Owner to discuss System requirements. The City desires to connect their South WWTP (Sampey Road) and their North WWTP (Sunshine) via a private communication network.

Task 2 – Technical Memorandum :

Data Collection, Review, and Conceptual Design

- a. BEC shall review existing electrical site plans and as-built drawings provided by the City. BEC shall conduct site visits as required to identify site-conditions for the associated electrical and instrumentation improvements.
- b. BEC shall develop conceptual site and communication plans for the proposed design(s).
- c. BEC shall prepare a preliminary Engineer's Opinion of Probable Construction Costs.
- d. BEC shall attend a meeting with CITY to present and review the findings and results of the Technical Memorandum.

Task 3 – Preparation of Contract Documents

Engineering design to provide a PC based HMI monitoring and control system as required to integrate the North and South WWTP's into a single data base.

Develop graphic screen outlines.

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

Develop report requirements.

Prepare 60% and 100% design submittals.

Bailey Engineering Consultants, Inc. (BEC) will perform project administration and provide professional services during the construction phase. BEC shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means and methods, techniques, sequences, or procedures of construction. BEC shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. BEC shop drawing reviews shall not relieve the Contractor of any of their contractual responsibilities. Specific services to be performed by Consultant are as follows:

Task 4– Bidding Services:

Pre-Bid Meeting - BEC shall attend one (1) pre-bid meeting and site visit.

1. Prepare Bid Addendum - BEC shall assist in preparing bid addenda to address/respond to questions and comments submitted to the City by prospective bidders.
2. BEC shall prepare conformed documents based on all addenda items.
3. BEC shall assist with the bid evaluation.

Task 5 - Construction Services

1. Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
2. Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

3. Site Visits – Make site visits to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Consultant will provide to the City a list of items to be completed, if any.
4. Record Drawings – BEC shall provide record drawings based on Contractor provided information.

FEE: \$65,100.00

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Hulsh, Director of Public Services, City of Groveland
DATE: February 18, 2016

SUMMARY FEE SCHEDULE

TASK I	\$ 65,100.00
TOTAL	\$ 65,100.00

Does not include:

- **Reproduction fees (to be billed at cost)**

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

**HOURLY RATE SCHEDULE
(2016)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

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

SURVEYING

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

PROJECT: City of Groveland Sunshine WWTP & Sampsey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

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

Engineering Bond Copies

Black & White

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

Color Copies

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

Black & White Copies

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

Color Copies

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

Other Printing Services

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

Other Services

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

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

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

B. TERMINATION:

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

C. DOCUMENTS:

ENGINEERING DOCUMENTS

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

SURVEYING DOCUMENTS

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

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

D. FEE RENEGOTIATION:

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

E. REGULATORY REQUIREMENTS:

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

F. PERMIT ACQUISITION

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

II. COMPENSATION

A. ADDITIONAL SERVICES:

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

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

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

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

B. OUT-OF-POCKET EXPENSES:

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

C. PAYMENT:

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

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

III. MISCELLANEOUS

A. FORCE MAJEURE:

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

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

B. LIMITATION OF LIABILITY:

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

C. ENTIRE AGREEMENT:

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

D. WAIVER:

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

E. COSTS AND ATTORNEY'S FEES:

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

F. GOVERNING LAW; VENUE:

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

G. SEVERABILITY:

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

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

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

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

AUTHORIZATION TO PROCEED

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

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

Retainer Amount \$ _____

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

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By: _____
Robert A. Ern, Jr., P.E.

By: _____

Title: _____
Principal

Title: _____

PROJECT: City of Groveland Sunshine WWTP & Sampey WWTP SCADA Design Services
CLIENT: James Huish, Director of Public Services, City of Groveland
DATE: February 18, 2016

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

Groveland



P STATUS

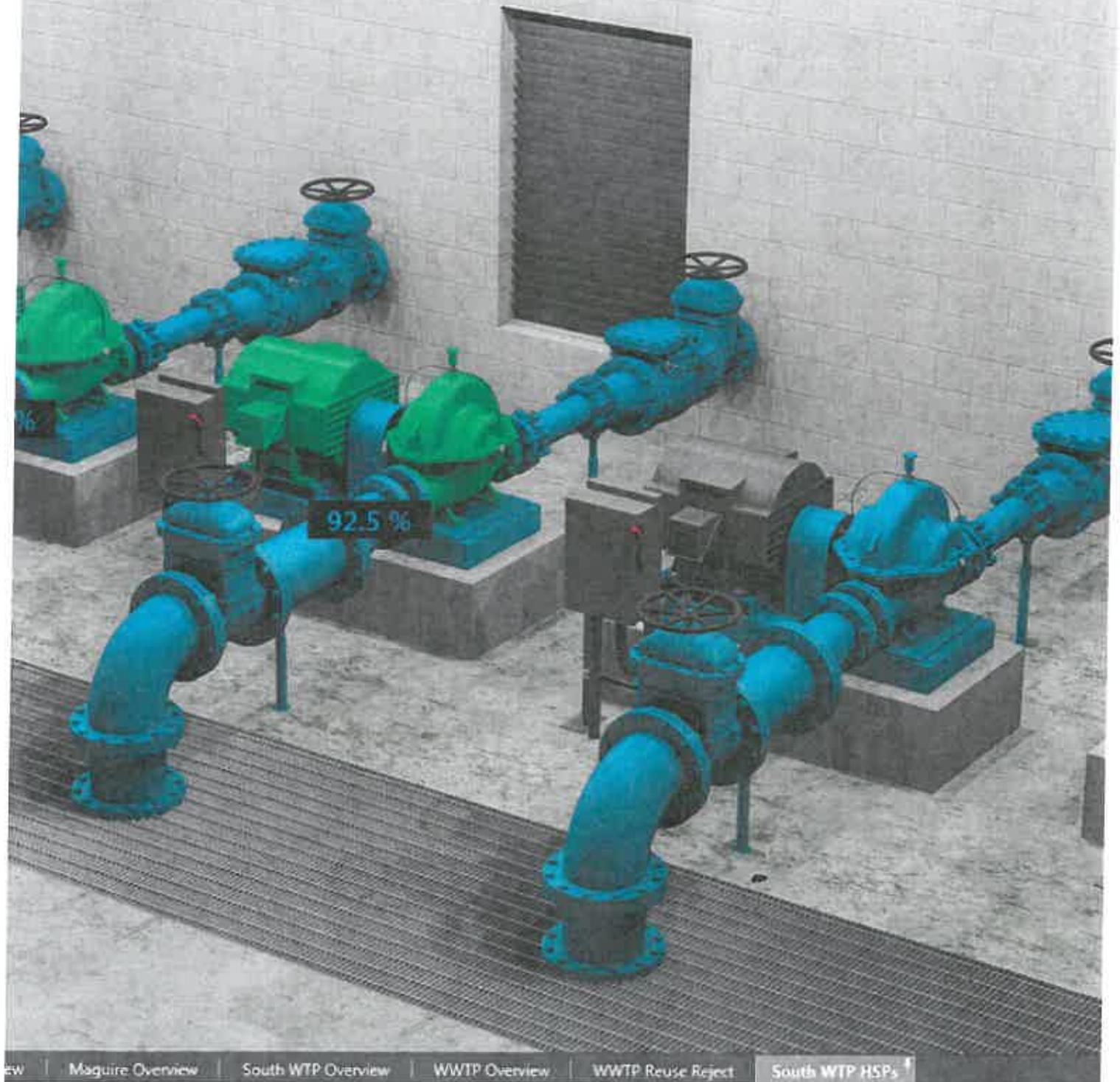
3

1343 GPM

832645.5 KGal

NORMAL

92.5 %



Forest Oaks WTP Overview

WELL STATUS

Well #1 **GST 2**
Well #2 **NORMAL**
Well #3 **NORMAL**

WELL STAGE

Well Stage

Backup Mode

Well #1 Flow Rate

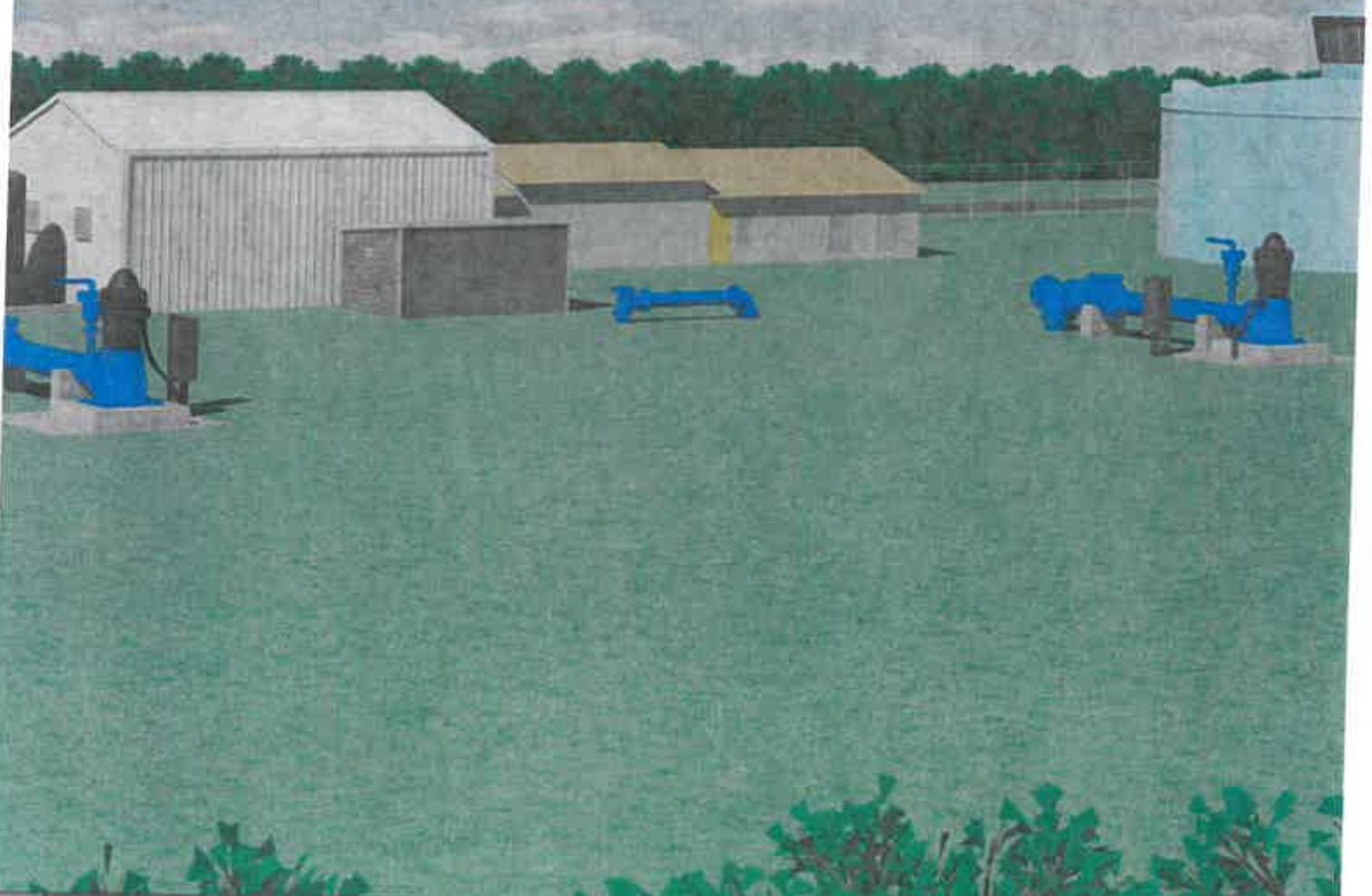
Flow Total **95**

Well #2 Flow Rate

Flow Total **120**

Well #3 Flow Rate

Flow Total **75**



February 16th, 2016



Mr. Robert A. Ern, Jr. P.E.
Booth Ern Straughan & Hiott, Inc.
902 N. Sinclair Avenue
Tavares, Florida 32778

Re: Groveland WWTP SCADA System Design and Construction Services
City of Groveland, Florida

Dear Mr. Ern:

We are pleased to submit our proposal for electrical engineering services for the design and construction administration services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project and provides the agreed upon lump sum fee proposal. Our scope of work will include the following:

Task 1 – Project Management:

1. Two (2) meetings with the Owner to discuss System requirements. The City desires to connect their South WWTP (Sampey Road) and their North WWTP (Sunshine) via a private communication network.

Task 2 – Technical Memorandum :

1. Data Collection, Review, and Conceptual Design
 - a. BEC shall review existing electrical site plans and as-built drawings provided by the City. BEC shall conduct site visits as required to identify site-conditions for the associated electrical and instrumentation improvements.
 - b. BEC shall develop conceptual site and communication plans for the proposed design(s).
 - c. BEC shall prepare a preliminary Engineer's Opinion of Probable Construction Costs.
 - d. BEC shall attend a meeting with CITY to present and review the findings and results of the Technical Memorandum.

Task 3 – Preparation of Contract Documents

1. Engineering design to provide a PC based HMI monitoring and control system as required to integrate the North and South WWTP's into a single data base.

10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL • 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

2. Develop graphic screen outlines.
3. Develop report requirements.
4. Prepare 60% and 100% design submittals.

Bailey Engineering Consultants, Inc. (BEC) will perform project administration and provide professional services during the construction phase. BEC shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means and methods, techniques, sequences, or procedures of construction. BEC shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. BEC shop drawing reviews shall not relieve the Contractor of any of their contractual responsibilities. Specific services to be performed by Consultant are as follows:

Task 4- Bidding Services:

1. Pre-Bid Meeting - BEC shall attend one (1) pre-bid meeting and site visit.
2. Prepare Bid Addendum - BEC shall assist in preparing bid addenda to address/respond to questions and comments submitted to the City by prospective bidders.
3. BEC shall prepare conformed documents based on all addenda items.
4. BEC shall assist with the bid evaluation.

Task 5 - Construction Services

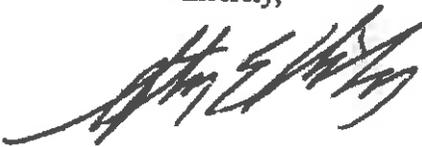
1. Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
2. Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

- 3. Site Visits – Make site visits to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Consultant will provide to the City a list of items to be completed, if any.
- 4. Record Drawings – BEC shall provide record drawings based on Contractor provided information.

SUPPLEMENTAL SERVICES - Any work requested by the City that is not included in one of the items listed in any other phase will be classified as supplemental services.

Our scope of services shall include the design and construction administration services as outlined above and shall be performed on a lump sum basis, billed at monthly intervals. Our fee for this work shall be \$56,550.00. The attached spreadsheet shows the hourly breakdown of our work.

Sincerely,



ACCEPTED _____ DATE _____

Groveland SCADA Implementation
Groveland, Florida

Date: 2/18/2016

Description	Principal		Senior Engineer		PLC/Instrumentation Tech		Field Supervisor		Production/CADD		Totals
	Hourly Rate	man-hours	Hourly Rate	man-hours	Hourly Rate	man-hours	Hourly Rate	man-hours	Hourly Rate	man-hours	
Task 1 - Project Management/DC Meetings	\$190.00		\$180.00		\$130.00		\$110.00		\$105.00		
		8		0		3		0		0	16
		1,520.00		0.00		1,040.00		0.00		0.00	2,560.00
Task 2 - Technical Memorandum (30% design)											
Data Collection		4		4		4		4		4	16
Conceptual Design		4		6		4		6		6	20
Opinion of Costs		9		10		18		0		0	27
		1,710.00		1,800.00		2,340.00		0.00		0.00	3,850.00
Task 3 - Preparation of Contract Documents											
85% Submittal		13		28		36		0		0	77
Electrical Design		4		19		18		0		0	41
Specifications/Opinion of Costs		9		9		18		0		0	26
		2,280.00		4,480.00		4,680.00		0.00		0.00	11,440.00
100% Bid Submittal		1		18		18		0		0	37
Electrical Design		5		18		18		0		0	31
Specifications/Opinion of Costs		1		4		4		0		0	9
		190.00		2,880.00		2,880.00		0.00		0.00	3,360.00
Task 4 - Bidding Services											
Bidding services		18		40		34		0		0	92
Pre-Bid		1		19		19		0		0	39
Electrical Addenda		1		19		19		0		0	39
Confirmed Documents		6		18		18		0		0	45
		1,140.00		7,200.00		7,050.00		0.00		0.00	15,390.00
Task 5 - Construction Services											
Construction Services		0		3		4		0		0	7
Shop Drawing Review		0		3		3		0		0	6
Issue Clarifications		0		3		3		0		0	6
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		760.00		480.00		480.00		0.00		0.00	1,720.00
Construction Services											
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		1,520.00		960.00		960.00		0.00		0.00	3,440.00
Construction Services											
Construction Services		18		70		63		0		0	141
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		10,450.00		12,500.00		11,700.00		0.00		0.00	34,650.00
Construction Services											
Construction Services		18		70		63		0		0	141
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		10,450.00		12,500.00		11,700.00		0.00		0.00	34,650.00
Construction Services											
Construction Services		18		70		63		0		0	141
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		10,450.00		12,500.00		11,700.00		0.00		0.00	34,650.00
Construction Services											
Construction Services		18		70		63		0		0	141
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		10,450.00		12,500.00		11,700.00		0.00		0.00	34,650.00
Construction Services											
Construction Services		18		70		63		0		0	141
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		10,450.00		12,500.00		11,700.00		0.00		0.00	34,650.00
Construction Services											
Construction Services		18		70		63		0		0	141
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		10,450.00		12,500.00		11,700.00		0.00		0.00	34,650.00
Construction Services											
Construction Services		18		70		63		0		0	141
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		10,450.00		12,500.00		11,700.00		0.00		0.00	34,650.00
Construction Services											
Construction Services		18		70		63		0		0	141
Shop Drawing Review		7		13		12		0		0	32
Issue Clarifications		0		6		6		0		0	12
Site Visits/Start up		4		3		3		0		0	10
Record Drawings		4		3		3		0		0	10
		10,450.00		12,500.00		11,700.00		0.00		0.00	34,650.00



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Agreement with Mr. Hassan

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

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 29, 2016

BACKGROUND:

Mr. Hassan recently purchased 308 S. Main Avenue also known as the Lake David Hotel. As of November 24th the total fines against the property are \$67,621.23. This agreement will allow Mr. Hassan to make monthly payments of \$805 until February 15th 2023 at a zero percent interest rate.

Mr. Hassan shall within 90 complete an application for a comprehensive plan amendment seeking a land use designation of Central Business District; submit a rezoning application for housing on the second floor and retail/ restaurant / office use on the first floor; obtain all necessary permits to bring the property into compliance; and keep the property taxes current.

STAFF RECOMMENDATION: Approve the Motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

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

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

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

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

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

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

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

WHEREAS, the matter came before the City Council of the City of Groveland on March 7, 2016; and

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

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

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

a. Within that period, OWNER shall:

i. Within 90 days of the Effective Date of this Agreement, submit a complete application for a comprehensive plan amendment to seek a future land use designation of Central Business District;

ii. Within 90 days of the Effective Date of this Agreement, submit a complete application for rezoning which is consistent with the future land use category and compatible with residential housing use on the second floor and retail/restaurant/office use on the ground floor.

iii. Obtain all necessary permits and bring the Property into compliance clearing all code violations, including electrical, structural and life safety issues, and maintain compliance; and

iv. Keep the Property taxes current.

b. If Owner completes the requirements set forth in subsection a. above, the City agrees to the following:

1. OWNER shall pay CITY a total of \$67,621.23 payable in monthly installments of \$805.00 commencing March 15, 2016 and each consecutive month thereafter on the 15th, except that the last and final payment due February 15, 2023 shall be in the amount of \$806.23. If the 15th of any month falls on a Friday, Saturday, Sunday or legal holiday, payment shall be due the following business day. Payments shall be made at City Hall, 156 S. Lake Avenue, Groveland, Florida 34736.

2. No interest will accrue if the terms of this Agreement are met.

3. If OWNER fails to make any payment by the date due or if any payment is not made in full, this Agreement shall be null and void.

2. Upon the completion of the requirements set forth in subsections a. and b. above, the City will forgive all fines which have accrued on the Property subsequent to November 24,

2015, and will record a Release and Satisfaction of Lien in the public records of Lake County, Florida relating to document recorded on February 17, 2016, in Official Records Book 4741, Page 1771, in Official Records the Public Records of Lake County, Florida.

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

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

5. The Effective Date of this Agreement is March 7, 2016.

(Signature pages to follow)

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

WITNESSES:

(Signature of Witness)
PRINTED: _____

Mohamed Hassan

(Signature of Witness)
PRINTED: _____

Date

STATE OF FLORIDA
COUNTY OF LAKE

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

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

(NAME: Printed, Typed or Stamped)

Notary Public, State of Florida
My commission expires: _____

CITY OF GROVELAND, FLORIDA

BY: _____
Tim Loucks, Mayor

Attest:

Lisa Cortese, Acting City Clerk

EXHIBIT A

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

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



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Landscape Architecture Request for Proposals
--

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

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 24, 2016

BACKGROUND:

The City of Groveland recently advertised a Request for Proposals for Landscape Architecture services. Six responses were received and the scoring for all responses is attached.

The identified scope of work includes (but is not limited to) the design of FDOT property including renderings for improvements to medians and rights of way. Services will initially be utilized for the City of Groveland's current Joint Partnership Agreement with FDOT to design and plant the median located before the BP gas station when entering Groveland from Mascotte.

Other projects could include Landscape design work for "Bold Landscaping" plantings in the median on State Road 50 from downtown Groveland to Clermont and landscaping features around a new Gateway sign when entering Groveland from Clermont.

Staff is requesting that City Council approve the ranking and provide authorization to negotiate contracts with the top three firms (Murray Design Group, Magley Design, and CPH) for continuing services. These contracts will be brought back to City Council at a future date.

STAFF RECOMMENDATION: Approve the ranking and provide authorization to negotiate contracts

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

	Rebekah	Ken	Ryan
Murray Design Group			
Ability of Professional Personnel	38	37	39
Past Performance and Experience - Firm	9	10	10
Ability to Complete Projects on Time	10	10	10
Ability to Complete Projects Within Budget	10	10	10
Current and Projected Workloads	5	8	9
Location of Local Office	5	5	5
Total	77	80	83

240

Magley Design			
Ability of Professional Personnel	36	40	37
Past Performance and Experience - Firm	8	10	8
Ability to Complete Projects on Time	10	10	10
Ability to Complete Projects Within Budget	10	10	10
Current and Projected Workloads	7	9	9
Location of Local Office	5	5	5
Total	76	84	79

239

CPH			
Ability of Professional Personnel	37	40	40
Past Performance and Experience - Firm	9	10	9
Ability to Complete Projects on Time	10	10	10
Ability to Complete Projects Within Budget	10	10	10
Current and Projected Workloads	8	10	8
Location of Local Office	0	5	2
Total	74	85	79

238

Vanasse Hangen Brustlin, Inc (vhb)			
Ability of Professional Personnel	37	40	40
Past Performance and Experience - Firm	8	10	10
Ability to Complete Projects on Time	10	10	10
Ability to Complete Projects Within Budget	10	10	10
Current and Projected Workloads	0	3	3
Location of Local Office	5	5	5
Total	70	78	78

226

David Conner & Associates			
Ability of Professional Personnel	38	39	39
Past Performance and Experience - Firm	9	8	9
Ability to Complete Projects on Time	10	10	10
Ability to Complete Projects Within Budget	10	10	10
Current and Projected Workloads	0	3	3
Location of Local Office	0	0	0
Total	67	70	71

208

The R-A-M Professional Group, Inc			
Ability of Professional Personnel	35	39	38
Past Performance and Experience - Firm	9	10	10
Ability to Complete Projects on Time	10	10	10
Ability to Complete Projects Within Budget	10	10	10
Current and Projected Workloads	0	3	3
Location of Local Office	0	0	0
Total	64	72	71

207



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Sand Skink Coverboard Survey at Gaffney Park

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

PREPARED BY: Rebekah Morgan

DATE: February 9, 2016

BACKGROUND: Gaffney Park is in the consultation area for sand skinks. The Amec Foster Wheeler environmental scientist has been in contact with US Fish and Wildlife Service to discuss potential impacts to sand skink habitats as the proposed park development is considered low-impact. Despite the impact, it is still considered development within a potential sand skink habitat. As such, SFWS recommends a coverboard survey be completed in the areas where sand skinks will potentially be disturbed. This survey can only be completed between March 1 and May 15. The cost of this survey is \$9,975.00.

STAFF RECOMMENDATION: Staff recommends that a sand skink coverboard survey be completed during the allowed survey window in order to keep the project on schedule.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

2000 E. Edgewood Drive
Suite 215
Lakeland, FL 33803
Phone (863) 667-2345
Fax (863) 667-2662



CHANGE ORDER REQUEST FORM

Date:	<u>02/08/16</u>	Change Order #:	<u>1</u>
Client:	<u>City of Groveland</u>	Project #:	<u>600094.13</u>
Contact:	<u>Redmond D. Jones, II</u>	Original Contract Date:	<u>12/02/13</u>
Project Name:	<u>Ronald Sefton Gaffney Park</u>		
Amec Foster Wheeler Representative:	<u>Mark J. Frederick</u>		

The following additional/changed service(s) were requested for your project:

As part of the previous task authorization, Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) performed an ecological assessment. As a result of this assessment it has been determined that a sand skink coverboard survey will be required by the United States Fish & Wildlife Service (USFWS). The purpose of the coverboard survey will be to determine the presence of sand skinks and blue-tailed mole skinks on the property. Both of these species are classified as threatened.

Amec Foster Wheeler's scope of services for the project generally consists of conducting a coverboard survey and preparing a report of the survey findings. A detailed task description is included as **Exhibit A**.

This Change Order will extend the original contract to expire on _____.

These requested services are not included under Amec Foster Wheeler's original scope of work or approved

project budget for \$ 56,650.00

The cost of these services is estimated to be approximately \$ 9,975.00

Please review and return one signed copy to Amec Foster Wheeler Environment & Infrastructure, Inc.

Project Budget	\$	<u>56,650.00</u>
Additional Services	\$	<u>9,975.00</u>
New Project Budget	\$	<u>66,625.00</u>

Michael D. Phelps

Client

Amec Foster Wheeler Environment & Infrastructure, Inc.

Date: _____

Date: 02/08/16



**EXHIBIT A
CHANGE ORDER NO. 1
TASK DESCRIPTION**

TASK 1 – SKINK COVERBOARD SURVEY

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) scientists will conduct a coverboard survey to determine the presence or absence of sand skink (*Neoseps reynoldsi*) and blue-tailed mole skink (*Eumeces egregius lividus*) within the subject property. This will be completed according to the most recent US Fish and Wildlife survey protocols. This task includes preparation and placement of 2'x2' plywood coverboards at a density of 40 per acre, for a total of 100 boards on a 2.5-acre portion of the project area. This survey area includes all areas of direct substrate impacts and an 80 feet buffer around those sections. It does not include any future development areas depicted on the plans. This methodology has been discussed with USFWS staff and verbally approved. The coverboards will be inspected once per week for four consecutive weeks for skinks or associated indicators. All boards will then be removed from the property. A final report will be developed and submitted to include maps, findings, and recommendations.

The coverboard survey's primary goal is to determine the presence or absence of skinks within the project site. If skinks are found, or if the City wishes to forego a survey and assume presence, then mitigation measures will be required including the development of a Habitat Conservation Plan and potentially purchasing habitat credits from a conservation bank. These credits can cost as much as \$60,000 per acre of impact. In the event that skinks are detected throughout the project site early in the survey, Amec Foster Wheeler will discontinue field work. The report would be completed and submitted and any labor savings deducted from the contract. Amec Foster Wheeler shall prepare a proposal to provide minimization and mitigation services upon request.

TASK 2 – REGULATORY AGENCY COORDINATION

This task assumes that no evidence of skinks is found on the property. Upon completion of the survey and approval of the summary report by the City, Amec Foster Wheeler shall prepare a cover letter and documentation to submit the findings of the survey to the appropriate permitting agency. This may include the USFWS, US Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission, and the Water Management District. These agencies will then issue a permit or authorization to proceed with the project subject to required permits from other agencies. Follow up telephone conversations are included in this task. In-person meetings are not included or expected to be required.

SCHEDULE

The USFWS requires that coverboard surveys are conducted between March 1 and May 15. To meet this schedule, **Task 1** field efforts must be initiated by April 17 to be valid for 2015. Notice to Proceed with **Task 1** must be received before April 10 to allow sufficient mobilization time for the project.

PROJECT UNDERSTANDING

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

- Mitigation Plan Development or Mitigation Bank Coordination
- Conservation Area Planning
- Permitting Services

OPINION OF PROBABLE CONSTRUCTION COSTS RONALD SEFTON GAFFNEY MEMORIAL PARK - PHASE I 90% CONSTRUCTION PLANS

Item	Description	Quantity	Unit	Unit Cost	Total
015713	Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00
133000.03	Restroom Building	1	EA	\$ 55,000.00	\$ 55,000.00
310000	Earthwork Grading	1	LS	\$ 8,500.00	\$ 8,500.00
311100	Clearing & Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00
320116.01	Asphalt Pavement - Driveway	98.3	SY	\$ 45.00	\$ 4,423.50
320116.02	Asphalt Pavement - Restoration	54.0	SY	\$ 45.00	\$ 2,430.00
320116.03	Concrete Pavement - ADA Parking	66.7	SY	\$ 45.00	\$ 3,001.50
321613.13	Curb & Gutter	130.0	LF	\$ 16.00	\$ 2,080.00
321623	Concrete Sidewalk	648.7	SY	\$ 35.00	\$ 22,704.50
321723	Signing and Striping	1	LS	\$ 2,500.00	\$ 2,500.00
323113.43	Dog Park Fences and Gates	1374	LF	\$ 20.00	\$ 27,480.00
323911	Entry Signage	1	LS	\$ 500.00	\$ 500.00
323913.16	Trail Markers	1	LS	\$ 16,000.00	\$ 16,000.00
323915	Benches	21	EA	\$ 200.00	\$ 4,200.00
323916	Waste Receptacles	4	EA	\$ 200.00	\$ 800.00
323916.13	Dog Stations	2	EA	\$ 500.00	\$ 1,000.00
323916.14	Drinking Fountain	2	EA	\$ 3,000.00	\$ 6,000.00
323916.50	Educational Signage	1	LS	\$ 5,000.00	\$ 5,000.00
323916.60	Bike Rack	1	LS	\$ 500.00	\$ 500.00
329223	Seeding	1	LS	\$ 4,400.00	\$ 4,400.00
329300	Landscaping	1	LS	\$ 5,000.00	\$ 5,000.00
331000	Potable Water Piping	1	LS	\$ 2,500.00	\$ 2,500.00
333000	Sanitary Sewer Piping	1	LS	\$ 2,500.00	\$ 2,500.00

Sub-Total	\$ 188,519.50
Contractor Mobilization (10%)	\$ 18,851.95
Maintenance of Traffic	\$ 500.00
Contingency (15%)	\$ 28,277.93
TOTAL	\$ 236,149.38

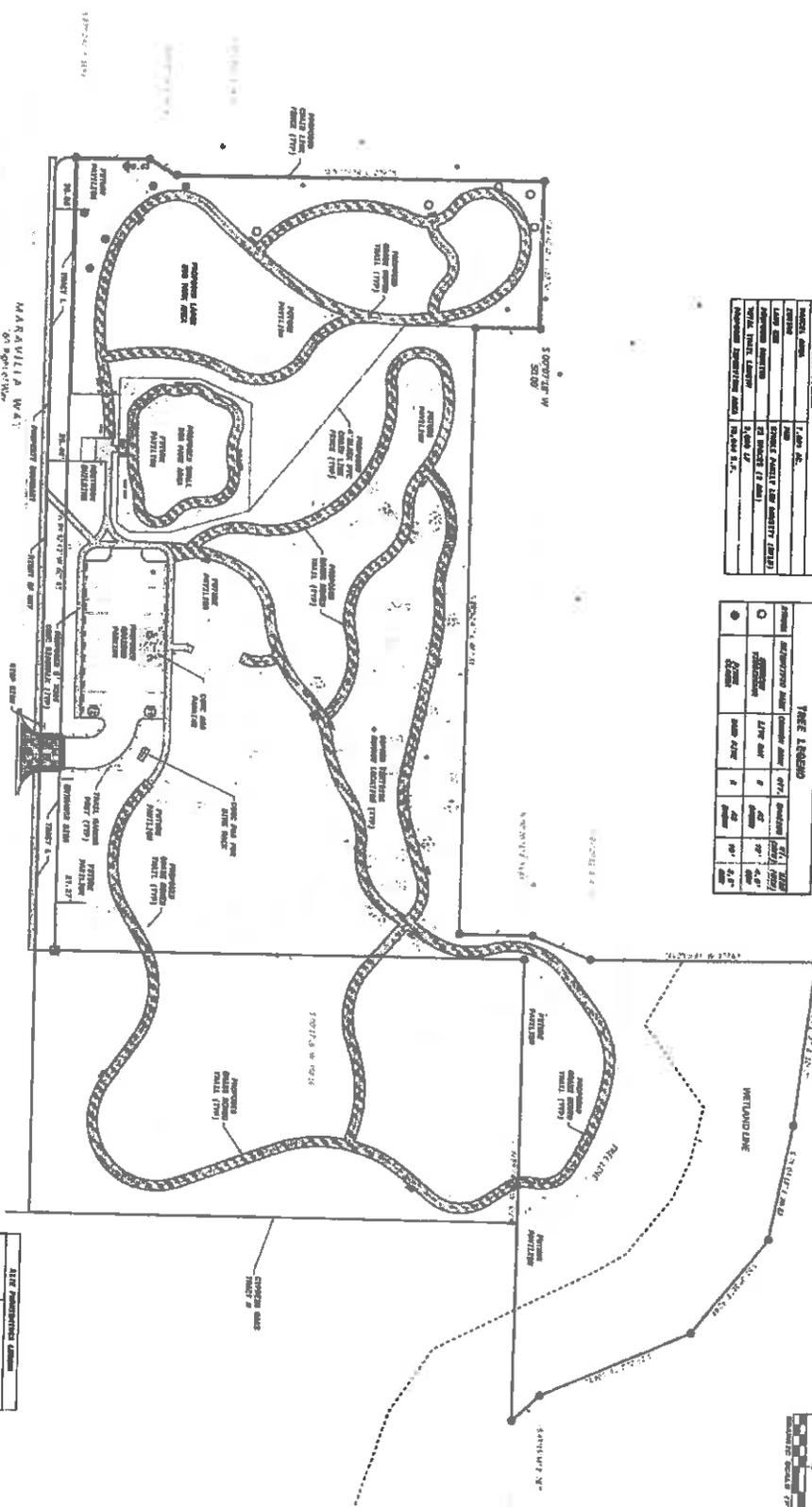
Notes:

- 1 Quantities are estimates based on the Ronald Sefton Gaffney Memorial Park 90% Construction Plans, Dated 11/17/2015.
- 2 The Engineer has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable cost, as provided herein, are made on the basis of the Engineer's experience and qualifications and represents the Engineer's judgment as a design professional familiar with the construction industry.
- 3 The Engineer cannot and does not guarantee that proposal bids or actual construction costs will not vary from opinions of probable costs prepared for the owner.

ITEM	DESCRIPTION	UNIT	QUANTITY
015713	Erosion Control Silt Fence - 1000 ft Construction Entrance - 1 ea		
133000.03	Restroom Building	LS	1
310000	Earthwork Grading Assumes site graded to a constant elevation of 0.8 Fill - Surface Area (ac) 1.0 Fill - Average Depth (ft) 1290.7 Fill - Volume (cy) 255.0 Cut - Pond Volume (cy) -1036 Net Earthwork (cy) \$ 8,285.33 Earthwork Estimate at \$8/cy	EA	1
311100	Clearing & Grubbing 10260 Parking Area (sf) 30000 Trail Area at 20' width (sf) 6000 Pond Area (sf) 1.06 Acres	LS	1
320116.01	Asphalt Pavement - Driveway 885 Driveway Area (sf) 98.3 SY	LS	1
	1.5" SP-9.5 (TN) (110LB/SY-IN) x (1.5 IN) x (1 TN/2000 LB) 0.0825 TN/SY (\$120/TN) x (0.055 TN/SY) \$9.90/SY 6" Limerock Base (Optional Base Group 1) (SY) \$16.00/SY 12" Stabilized Base (SY) \$4.00/SY Assume \$45/sy		
320116.02	Asphalt Pavement - Restoration 54 Maravilla Way Asphalt Patch (sy)	SY	98.3
320116.03	Concrete Pavement - ADA Parking 600 Parking Slab	SY	54
321613.13	Curb & Gutter 40 Maravilla Way Asphalt Patch 90 Parking Lot Driveway 130	SY	66.7
321623	Concrete Sidewalk 5155 683 648.7 Sidewalk Area (sy)	LF	130
		SY	648.7

ITEM	DESCRIPTION	UNIT	QUANTITY
321723	Signing & Striping		
323113.43	Dog Park Fences and Gates 1374 LF	LS	1
323911	Entry Signage	LF	1374
329113.16	Trail Markers Assumes markers at 50' interval Assumes marker is a BC-13 solar light bollard or similar Approximate trail length 1375 30 587 550 2542 LF 51 markers along trail plus 13 driveway markers Assume \$150 per bollard plus \$100 each for foundation and contractor markup	LS	1
323915	Benches 1 Parking Area 6 Large Dog Park 5 Small Dog Park 9 Trails	LS	1
323916	Waste Receptacles	EA	21
323916.13	Dog Stations	EA	4
323916.14	Drinking Fountain	EA	2
323916.50	Educational Signage	EA	2
323916.60	Bike Rack	LS	1
329223	Seeding Assume Pond area x2 17000 Approx. Pond Area 3778 SY Plus Parking Area of 10,000 sf Assume seeding at \$0.90/sy	LS	1
329300	Landscaping 10 Proposed Trees	SY	4889
		LS	1

ITEM	DESCRIPTION	UNIT	QUANTITY
331100	Potable Water Piping 50 Length from Meter to Public Main (0.5" WM) at \$10/ft 94 Length from Meter to Fountain 1 (0.5" WM) \$10/ft 28 Length from Fountain 1 Pipe to Fountain 2 (0.5" WM) at \$10/ft 1 Meter Assembly	LS	1
333100	Sanitary Sewer Piping 80 Length from Restroom to Sewer Main (6") at \$30/ft	LS	1



SITE DATA TABLE	
PROJECT NO.	1-000-00
DATE	11/17/2015
DESIGNED BY	AMEC FOSTER WHEELER
CHECKED BY	AMEC FOSTER WHEELER
APPROVED BY	AMEC FOSTER WHEELER
DATE	11/17/2015
PROJECT NO.	1-000-00
DATE	11/17/2015

TREE LEGEND	
Symbol	DESCRIPTION
○	PLANTING
●	EXISTING
○	PLANTING
●	EXISTING

SITE DIMENSIONS TABLE	
Symbol	DESCRIPTION
○	PLANTING
●	EXISTING
○	PLANTING
●	EXISTING

RONALD SEFTON GAFFNEY MEMORIAL PARK
 CITY OF GROVELAND

DATE: 11/17/2015
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: 1-000-00

amec foster wheeler

Amec Foster Wheeler
 Environment & Infrastructure, Inc.
 2001 E. Edwards Dr., Suite 200, Lakeland, FL 33809
 Phone: 1-888-887-2345 Fax: 1-888-887-2346
 www.amecfo.com SA-1506

NO.	DATE	REVISION



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Centrex Homes Agreement Termination

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

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 22, 2016

BACKGROUND:

In 2007 Centrex homes planned on developing the project now called The Preserve at Sunrise. At the time, the developer would not build at least 10% of the homes within the subdivision at an affordable rate and opted to pay into the Affordable Housing Trust Fund.

The new developer and builder will be meeting this requirement therefore making the previous agreement null and void.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

Prepared by and Return to:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, Florida 34711

TERMINATION OF AFFORDABLE HOUSING AGREEMENTS

THIS TERMINATION AGREEMENT (the "Termination") is made and entered into as of the ____ day of _____, 2016 ("Effective Date") by and between the **CITY OF GROVELAND, FLORIDA**, a Florida municipal corporation (hereafter called the "City"), and **CENTEX HOMES**, a Nevada general partnership (hereafter called "Owner") c/o Pulte Group, Inc. whose mailing address for purposes of this Termination is 4901 Vineland Rd., Ste. 500, Orlando, FL 32811-7383

1. CITY and OWNER entered into that certain Affordable Housing Agreement dated January 18, 2007 and recorded January 23, 2007 in Official Records Book 3353, Pages 900 - 905, Public Records of Lake County, Florida, and that certain Affordable Housing Agreement dated January 28, 2007 and recorded January 23, 2007 in Official Records Book 3353, Pages 906 - 911, Public Records of Lake County, Florida (collectively the "Affordable Housing Agreements").

2. OWNER requested the CITY to rezone the PUD zoning similar to the PUD zoning in effect at the time of recording the plat of Preserve at Sunrise Phase 1, recorded in Plat Book 61, Pages 80 - 86, of the Public Records of Lake County.

3. The CITY has included language requiring affordable housing within the PUD zoning ordinance.

4. The CITY and OWNER hereby Terminate the Affordable Housing Agreements as of the Effective Date written above, and it shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

**OWNER: CENTEX HOMES, a Nevada
general partnership**

By: Centex Real Estate Corporation, a
Nevada corporation, Managing General
Partner

By: _____
Name: _____
Title: _____

Dated: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, as _____, of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of CENTEX HOMES, a Nevada general partnership, on behalf of said corporation and partnership, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

CITY OF GROVELAND, FLORIDA

BY: _____
Tim Loucks, Mayor

Attest:

Teresa Begley, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Tim Loucks, as Mayor on behalf of the City of Groveland, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Prepared by:
Anita R. Geraci, Esq.
GrayRobinson P.A.
1635 E. Hwy 50, Suite 300
Clermont, Florida 34711

R
Return to:
Teresa Greenham
City of Groveland
156 S. Lake Avenue
Groveland, Florida 34736

**CITY OF GROVELAND AND CENTEX HOMES
AFFORDABLE HOUSING AGREEMENT**

THIS AGREEMENT is made and entered into this 18th day of January, 2007, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation created under the laws of the State of Florida (hereinafter "CITY"), and **CENTEX HOMES**, a Nevada general partnership (hereinafter "DEVELOPER").

RECITALS

- A. DEVELOPER owns certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein and hereafter referred to as the Property. The Property is zoned PUD pursuant to City of Groveland Ordinance 2005-08-37.
- B. The Concept Plan approved for the Property consists, in part, of the following elements: single-family detached homes, villas, townhomes and recreation.
- C. In approving the PUD zoning for the Property, the CITY included a requirement that DEVELOPER make a contribution to the Housing Trust to be applied towards the provision of off-site affordable housing.
- D. DEVELOPER acknowledges that affordable housing within the City of Groveland is a vital part of any thriving and successful municipality and agrees to contribute financially towards off-site affordable housing in accordance with this Agreement.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Agreement.

Section 2. Definitions. The parties agree that, in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1 "Agreement" means this City of Groveland and Centex Homes Affordable Housing Agreement, as it may from time to time be modified.

2.2 "CITY" means the City of Groveland, a municipal corporation created under the laws of the State of Florida.

2.3 "Property" means the land described in Exhibit "A".

2.4 "Housing Trust" means the Affordable Housing Trust Fund provided for in Section 9.1 of Article 9 of Chapter XX of the Land Development Regulations for the City of Groveland implemented after approval of City of Groveland Ordinance 2005-08-37.

2.5 "Maximum Affordable Sales Price" has the same meaning as set forth in City of Groveland Ordinance 2005-08-37.

Section 3. Units. DEVELOPER intends to (and is approved to) construct a total of three hundred ninety eight (398) residential units with various lot sizes ranging from 50 to 69 feet in width, 70 to 89 feet in width, and in excess of 89 feet in width. The median sales price of each of the residential units is expected to exceed two hundred twenty five percent (225%) of the Maximum Affordable Sales Price. Therefore, Twenty Five Thousand Dollars (\$25,000) per applicable residential unit is the required contribution from DEVELOPER.

Section 4. Applicability of Contribution. The contribution required to be paid pursuant to City of Groveland Ordinance 2005-08-37 applies to ten percent (10%) of the total units constructed on the Property. However, DEVELOPER has requested and CITY has agreed that DEVELOPER may pay a portion of the contribution on each of the 398 residential units, rather than paying lump sum payments of \$25,000 each on forty (40) (i.e., 10%) of the total units.

Section 5. Payments Due. DEVELOPER shall pay to CITY, for deposit into the Affordable Housing Trust Fund, a total affordable housing contribution for all of the said 398 residential units in the amount of One Million Dollars (\$1,000,000), in installments as provided in this Section 5. Payment for each residential unit shall be made at the time a building permit is issued for that unit by CITY. The amount due for each lot is based on the lot size which is set forth as follows:

Lot Counts	Lot Sizes	Payment Per Lot	Total Payments
168	50' - 69'	\$2,100.00	\$352,800
191	70' - 89'	\$2,700.00	515,700
39	Over 89'	\$3,371.80	131,500
398			\$1,000,000

Section 6. Covenant Running with Land. This Agreement is a covenant running with the Property and shall bind the lot owners, successors, assigns, heirs or vendees of DEVELOPER. This Agreement shall be recorded in the Public Records of Lake County,

Florida. The foregoing to the contrary notwithstanding, automatically upon the payment of the per-lot affordable housing contribution as to each residential unit in accordance with this Agreement, the said residential unit shall be released forever from this Agreement. Although no further action or documentation shall be necessary for the said automatic release to take effect, CITY agrees to execute and deliver a specific release, in recordable form, upon request by DEVELOPER.

Section 7. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (1) when hand delivered to the official hereafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested or by overnight delivery service, addressed to a party at the address set forth below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

Notices to DEVELOPER: Centex Homes
2301 Lucien Way, Suite 400
Maitland, Florida 32751
Attention: Patrick J. Knight, Division President

With a copy to: Centex Homes
1064 Greenwood Boulevard, Suite 212
Lake Mary, Florida 32746
Attention: Karen Ward Procell, Esq.,
Division General Counsel

Notices to CITY: City of Groveland
156 S. Lake Avenue
Groveland, FL 34736
Attention: Ralph Hester, City Manager

Section 8. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 9. The failure of any party to insist upon any other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

Section 10. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any litigation between the parties shall be the courts of Lake County, Florida. The parties agree that any and all reasonable costs and reasonable attorneys' fees incurred to enforce this Agreement shall be awarded to the prevailing party.

Section 11. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction. The foregoing to the contrary notwithstanding, compliance with this Agreement by DEVELOPER shall be deemed to be, and it shall constitute, satisfaction in full of all of DEVELOPER's affordable housing contribution obligations, including but not limited to those imposed pursuant to City of Groveland Ordinance 2005-08-37 or Section 9.1 of Article 9 of Chapter XX of the Land Development Regulations for the City of Groveland.

Section 12. This Agreement constitutes the entire agreement between the parties, has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date(s) written below.

Section 13. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Signed, sealed and delivered in the presence of:

CITY:

CITY OF GROVELAND, FLORIDA

Anita R. Geraci
Witness Signature
Printed Name: Anita Geraci

By: Matthew Baumann
Matthew Baumann, Mayor

Date Signed: 1/18, 2007

Nicole DiRenzo
Witness Signature
Printed Name: Nicole DiRenzo

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of January, 2007 by Matthew Baumann, as Mayor of the City of Groveland, who is personally known to me or who produced _____ as identification.

Notary Seal:



Christina Stidham
Notary Public
Printed Name Christina Stidham
My Commission Expires: 9/12/10

Attest:

Anne Sasser
Anne Sasser, City Clerk

Signed, sealed and delivered in the presence of:

DEVELOPER:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, as its Managing General Partner

[Signature]
Witness Signature
Printed Name: Debra Riggs

By: [Signature]
Name: Patrick J. Knight
Title: Division President

[Signature]
Witness Signature
Printed Name: Kelvin Bronson

Date Signed: 12-19, 2006

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 20th day of December, 2006, by Patrick J. Knight, as Division President of Centex Real Estate Corporation, a Nevada corporation, as the Managing General Partner of Centex Homes, a Nevada general partnership, for and on behalf of the said corporation and general partnership. He is personally known to me or produced _____ as identification.

Notary Seal:

[Signature]
Notary Public
Printed Name: Kimberly Tyree
My Commission Expires: 3/29/08

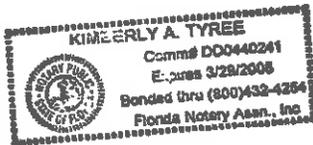


EXHIBIT "A"

That part of Section 12, Township 22 South, Range 24 East described as follows:

That part of the Northwest Quarter of the Northwest Quarter lying East of County Road No. 565; the North 362.00 feet of the Southwest Quarter of the Northwest Quarter, LESS the right of way of County Road No. 565; ALSO LESS: Begin at a point 1027.7 feet North of the Southwest corner of the said Southwest Quarter of the Northwest Quarter; thence run North 89°16' East 198.6 feet; thence run North 92 feet; thence run South 89°16' West 198.6 feet; thence run South 92 feet to the Point of Beginning; the Northeast Quarter of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter West of the Canal; the Northeast Quarter East of the Canal; all being in Lake County, Florida.

Together with that part of Section 1, Township 22 South, Range 24 East described as follows:

The Southeast Quarter of the Southwest Quarter of the Southwest Quarter, also known as Tract 63, GROVELAND FARMS, according to the Plat thereof, as recorded in Plat Book 2, Page 10 and 11, Public Records of Lake County, Florida, lying East of County Road No. 565; the Southeast Quarter of the Southeast Quarter; the South Quarter of the Northeast Quarter of the Southeast Quarter, all being in Lake County, Florida.

296491236v2 12/4/2006



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	March 7, 2016
AGENDA ITEM:	Ordinance 2016-03-07
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Ryan Berger, Community Development Director
DATE:	February 19, 2016

BACKGROUND:

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

Adjacent property owners have maintained access to their land.

STAFF RECOMMENDATION:	Approve the motion
REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ORDINANCE 2016-03-07

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

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

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

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

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

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

Section 1: Vacation.

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

LEGAL DESCRIPTION

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

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

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

SKETCH OF DESCRIPTION



Section 2: Vesting of title.

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

Section 3: Severability.

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

Section 4: Conflict.

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

Section 5: Effective Date.

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

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

HONORABLE TIM LOUCKS, MAYOR
City of Groveland Florida

ATTEST:

Lisa Cortese
Acting City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Passed Second Reading _____

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

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

1704669

HOPES INTERNATIONAL CHURCH

3809672

1

1704651

2880481

2913908

5

1070333

4

2

3827176

3



elys: 1704651, 1008905, 1114845, 1070333, 3684915



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Resolution 2016-03-03

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

PREPARED BY: Ken Comia, City Planner

DATE: February 24, 2016

BACKGROUND

Location: 300 and 310 Beverly Drive

Zoning: R-1

The owner is requesting a variance to the Land Development Regulations in order to construct new residences on smaller lots. The zoning district requires a 9,000 SF lot and the owner is requesting a variance to reduce the lot size requirement to 8,925 SF for 300 Beverly Drive and 8,528 SF for 310 Beverly Drive.



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The lot which the proposed homes will be built has a future land use of single family medium density (SFMD) and R-2 zoning. The lot is an old platted lot, and changes to the minimum lot size for a single-family home since the lot was platted cause the lot to not meet the minimum lot requirements for the zoning district.

The adjacent lots to the North, East, and South, also have a SFMD future land use and zoning of R-1, and a similar size and shape as the lot on which the applicant desires to build; these adjacent lots are currently being used for single-family housing. Some lots have homes on them that would not currently meet minimum lot size requirements for the zoning districts.

This variance request is being considered as the construction of homes on these lots will be a reasonable use of the land. The lot conforms to the general character of the neighborhood in terms of the size and shape and the use is in accord with the intent of the existing future land use and zoning of the property.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

RESOLUTION 2016-03-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, GRANTING A VARIANCE TO THE CITY OF GROVELAND'S RESIDENTIAL LOT SIZE REQUIREMENT ON THE HEREIN DESCRIBED PROPERTIES LOCATED AT 300 AND 310 BEVERLY DRIVE, CITY OF GROVELAND, FLORIDA, OWNED BY PERRY BRIGMOND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Perry L. Brigmond, has petitioned for a variance from a certain provision of the City of Groveland Code of Ordinances, for property located at 300 and 310 Beverly Drive in the City of Groveland, Florida;

WHEREAS, such property consists of two separate lots 8,925 square feet (Alternate Key 1397162) and 8,528 square feet (Alternate Key 1397171) and is further described in the legal description below:

Lots 1 and 2, Block 21, Beverly Hills Subdivision, according to the plat thereof, as recorded in Plat Book 11, Page 44, Public Records of Lake County, Florida.

WHEREAS, applicant desires to request a variance from the City of Groveland's minimum residential lot size requirement; and

WHEREAS, to accommodate a reduction in the minimum residential lot size requirement a variance from the requirements contained in the City of Groveland Land Development Regulations, Appendix A, Article IV Section 4.10 is required; and

WHEREAS, this Resolution was properly advertised once in a newspaper of general circulation in Lake County, Florida, no less than 10 days prior to Council's consideration of this Resolution and property owners within 150 feet of the subject site were timely provided written notice delivered by U.S. Mail, Bulk Certificate of Mailing; and

WHEREAS, the City Council of the City of Groveland has considered the petition in accordance with the standards for granting variances contained in Section 8.03, City of Groveland Code of Ordinances

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

Section 1 The petition for variance filed by Perry Brigmond, and located at 300 and 310 Beverly Drive, the City of Groveland, Florida, more particularly described as:

Lots 1 and 2, Block 21, Beverly Hills Subdivision, according to the plat thereof, as recorded in Plat Book 11, Page 44, Public Records of Lake County, Florida.

is granted as follows:

1. Variance to the City of Groveland's minimum residential lot size requirement from nine thousand (9,000) square feet to eight thousand nine-hundred twenty-five (8,925) for 300 Beverly Drive and eight thousand five hundred twenty-eight (8,528) square feet for 310 Beverly Drive, respectively, for no other purpose.

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

 HONORABLE TIM LOUCKS, MAYOR
 City of Groveland, Florida

Attest:

 Lisa Cortese
 Acting City Clerk



Approved as to form and legality:

 Anita Geraci-Carver, City Attorney

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

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



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Preliminary Plat – The Springs at Cherry Lake

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

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 24, 2016

BACKGROUND:

City Council previously approved a preliminary plat for the Springs at Cherry Lake, and due to no construction occurring at the subdivision after Construction Plan approval in 2010, they were required to resubmit the plat for approval. The Springs at Cherry Lake subdivision is located on the south side of Cherry Lake Road and near the Estates at Cherry Lake Development.

The Springs at Cherry Lake is part of a project consisting of three separate developments: The Vista at Cherry Lake, the Cape at Cherry Lake, and the Springs at Cherry Lake. The developments are owned separately have moved through the review process separately; however, the owners are cooperating to help each development meet the requirements of Code. The preliminary plat for The Cape and The Vista have been approved by the LPA and City Council.

The property area is 37.18 acres, and is currently zoned R-2.

The property has a Future Land Use designation of Single Family Medium Density. The property owner seeks preliminary plat approval. The preliminary plat provides for the following:

- 68 homes
- The minimum lot size for all single family homes shall be 9,000 SF.
- The minimum house size is 2,400 SF.
- Setbacks are as follows:
 - Front: 25 feet
 - Rear: 10 feet
 - Side: 10 feet, except 15 feet for corner lots at street side

The preliminary plat has been reviewed by City staff, and the City's consulting surveyor, engineer, and attorney. The applicant has addressed all comments and requirements of the City's code.

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

STAFF RECOMMENDATION: Approve the motion

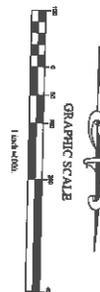
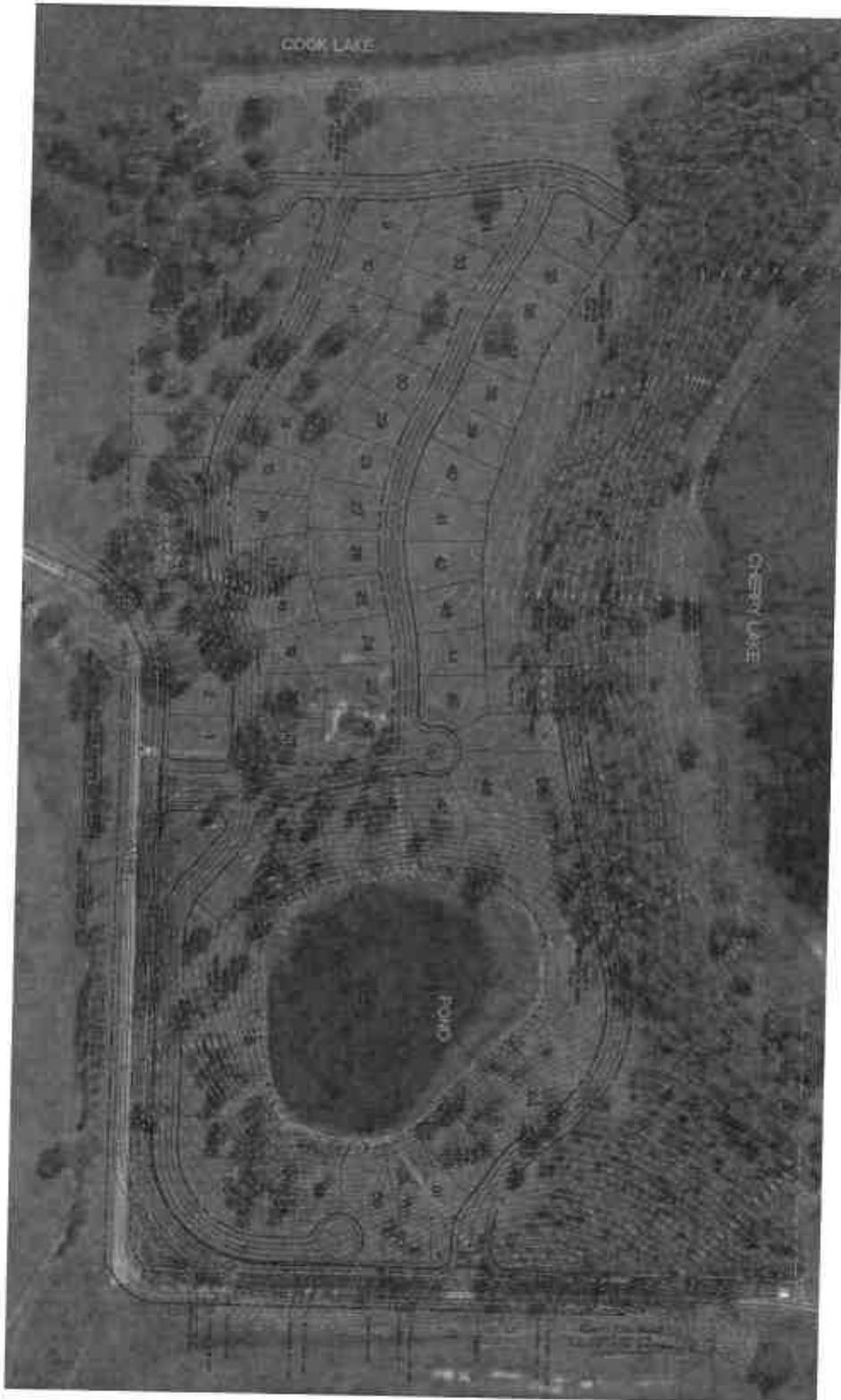
REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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



1" = 100' (SEE EXHIBIT A FOR DETAILS)

PRELIMINARY PLAN - FOR REVIEW ONLY - NOT FOR CONSTRUCTION

THOMAS L. KNIGHT
P.E.
NOVEMBER 2014

PROJECT NO.
K04-11

DATE
NOVEMBER 2014

OWNER/DEVELOPER
L&D LLC, ET AL

SCALE
AS SHOWN

DATE
NOVEMBER 2014

PROJECT NO.
K04-11

DATE
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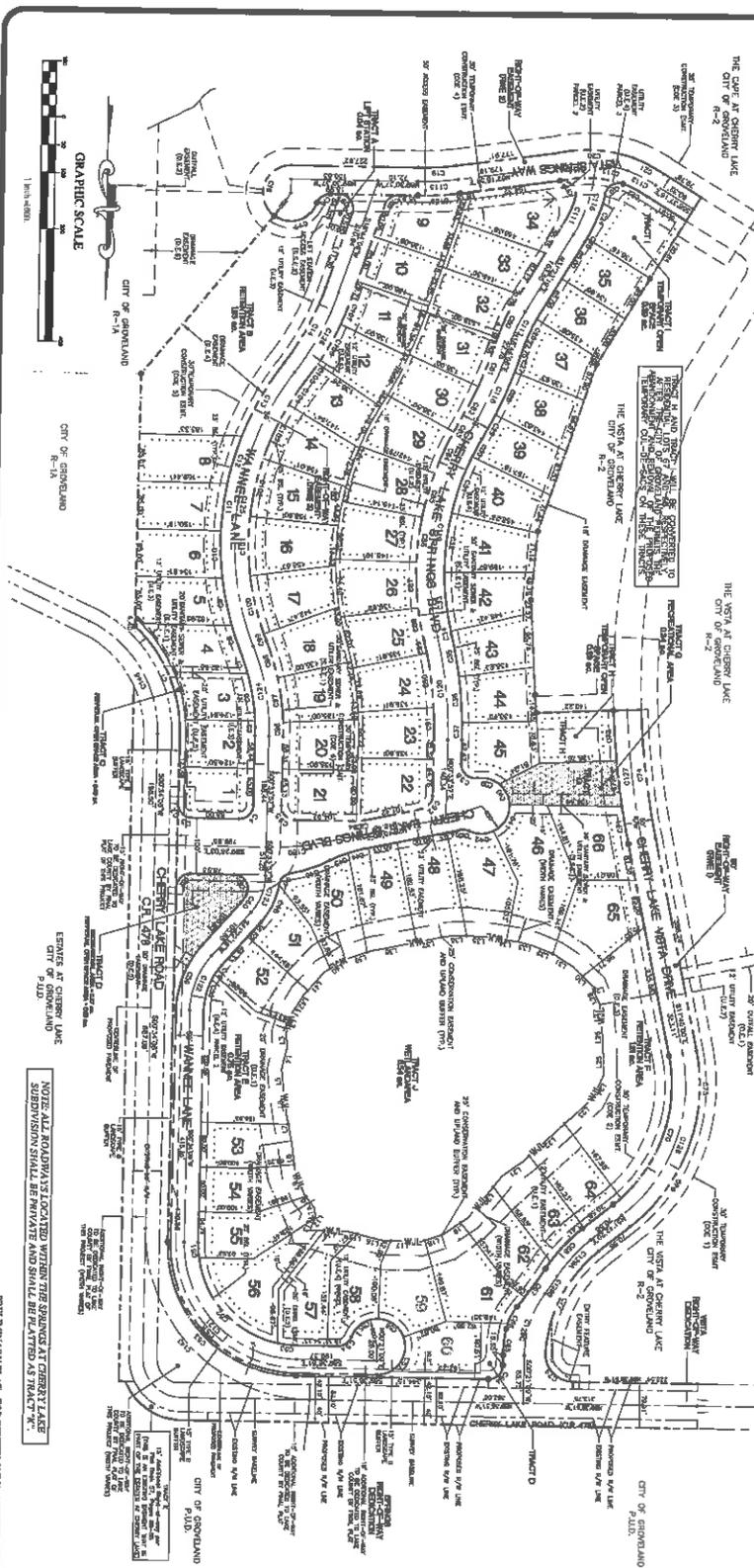
SPRINGS AT CHERRY LAKE

SECTION 3; TOWNSHIP 22S; RANGE 25E. CITY OF GROVELAND, FLORIDA
OWNER/DEVELOPER: L&D LLC, ET AL
ADDRESS: P.O. BOX 97, BELL, FL 32619 PHONE: (352) 463-2942



THOMAS L. KNIGHT, P.E.
PROFESSIONAL ASSOCIATION
Planning, Design, Permitting, Inspection
115 EAST AVENUE CLERMONT, FL 34711
PHONE: (352) 394-8514 FAX: (352) 394-8541

Certificate of Authorization No. 00029972



CITY OF GROVELAND
R-1A

CLONE TABLE

CLONE	LENGTH	AREA	PERCENT
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PROJECT CHARACTERISTICS

68 LOTS @ 2.2 RESIDENT PER ACRE..... 170 RESIDENTS
 68 LOTS @ 2.2 RESIDENT PER ACRE @ 1000 RES./170 RES. 151 RES.
 RESIDENTIAL SPACE (100 SQ./1000 RES./170 RES.) 4,800 SQ. FT.
 OPEN SPACE (1000 SQ./1000 RES./170 RES.) 4,800 SQ. FT.
 TOTAL RESIDENTIAL SPACE (1000 SQ./1000 RES./170 RES.) 9,600 SQ. FT.

ANNUAL BUILDING STACK REQUIREMENTS

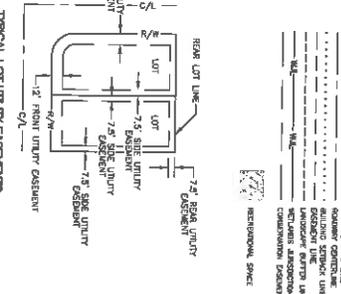
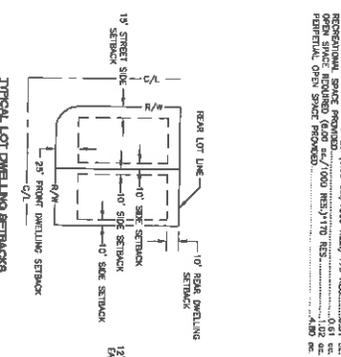
FROM FRONT PROPERTY LINES 25
 FROM REAR PROPERTY LINES 25
 FROM SIDE PROPERTY LINES 15
 FROM STREET SIDE PROPERTY LINES 15
 FROM FRONT PROPERTY LINES 25
 FROM REAR PROPERTY LINES 25
 FROM SIDE PROPERTY LINES 15
 FROM STREET SIDE PROPERTY LINES 15

TOTAL PROPERTY AREA 3,478 AC
 TOTAL RESIDENTIAL AREA 1,041 AC
 TOTAL OPEN SPACE AREA 1,041 AC
 TOTAL LOT AREA 5,520 AC

TOTAL LENGTH OF INTERIOR STREETS 4,237' FT.
 TOTAL LENGTH OF EXTERIOR STREETS 1,041' FT.
 TOTAL LOT AREA 5,520 AC
 TOTAL RESIDENTIAL AREA 1,041 AC
 TOTAL OPEN SPACE AREA 1,041 AC
 TOTAL LOT AREA 5,520 AC

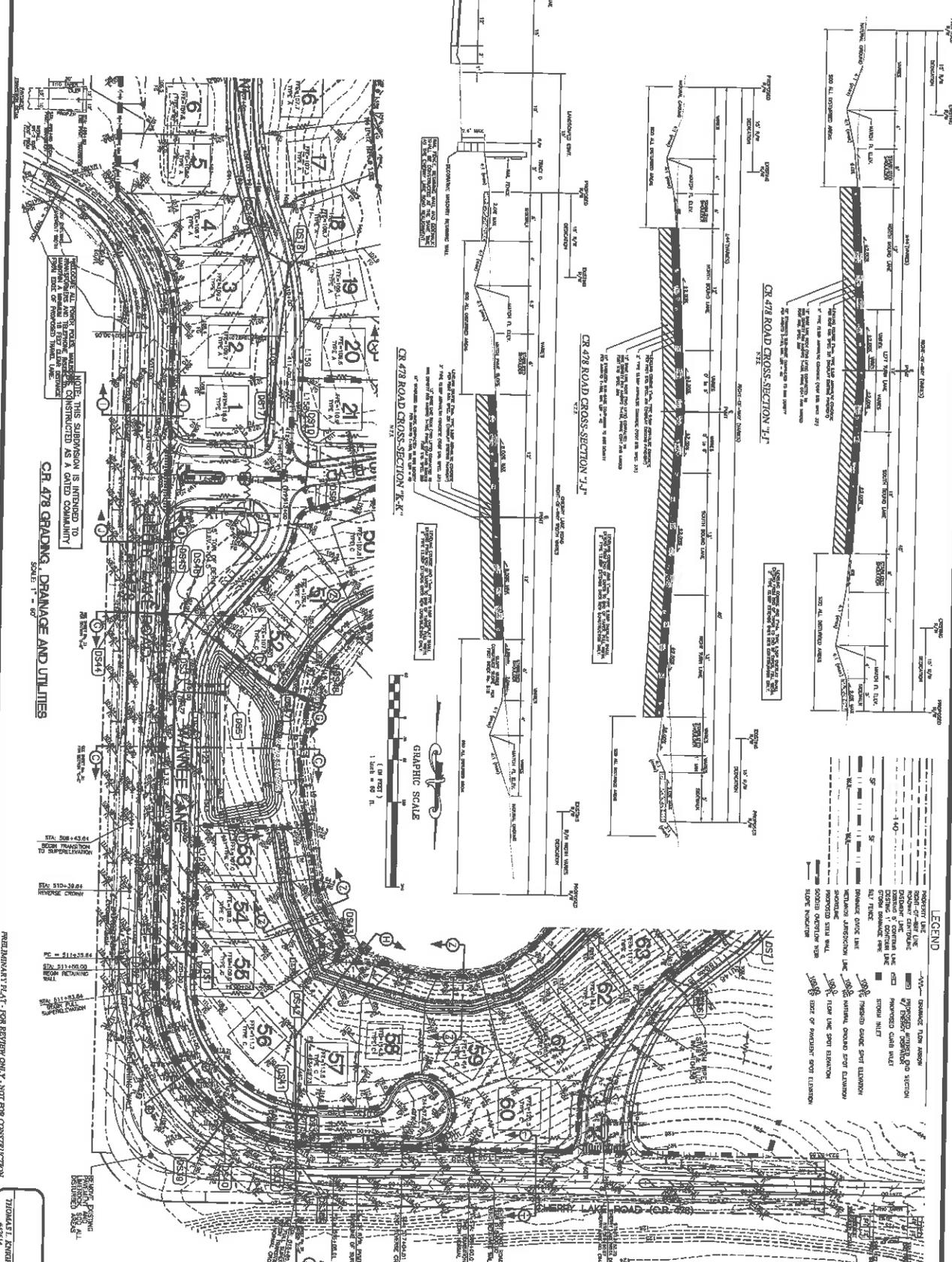
ADJUSTED DENSITY: 68 LOTS / 3,478 AC
 = 0.195 LOTS/AC
 = 0.55 AC/LOT

THIS PROJECT WILL BE CONSTRUCTED IN ONE
 PHASE OF DEVELOPMENT.



THOMAS L. KNIGHT
 46709

PROJECT NO.
 K08-11



NOTE: THIS SUBDIVISION IS ANTICIPATED TO BE CONSTRUCTED AS A CAPPED COMMUNITY. ALL UNDERGROUND UTILITIES ARE TO BE CONSTRUCTED AS A CAPPED COMMUNITY.

CR 478 GRADING, DRAINAGE AND UTILITIES

SCALE: 1" = 50'

PRELIMINARY PLAN - FOR REVIEW ONLY - NOT FOR CONSTRUCTION

THOMAS L. KNIGHT
P.E.

PROJECT NO.
CR 478
ROADWAY
IMPROVEMENTS
SHEET 3 OF 12

DATE: NOVEMBER 2014
DRAWN BY: T.L.K.
APPROVED BY: T.L.K.
SCALE: AS SHOWN
REVISIONS:

SPRINGS AT CHERRY LAKE
SECTION 3: TOWNSHIP 22S; RANGE 25E, CITY OF GROVELAND, FLORIDA
OWNER/DEVELOPER: L&D LLC, ET AL
ADDRESS: P.O. BOX 97, BELL, FL 32619 PHONE: (352) 463-2942

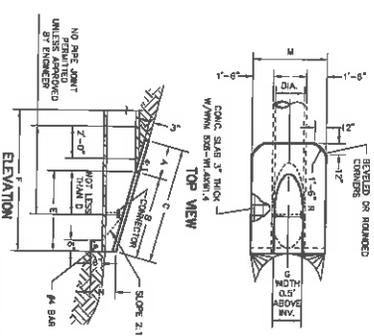
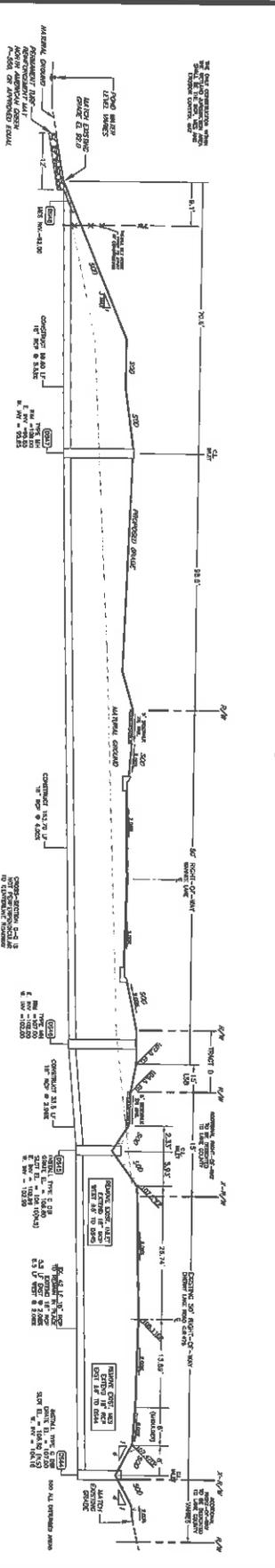
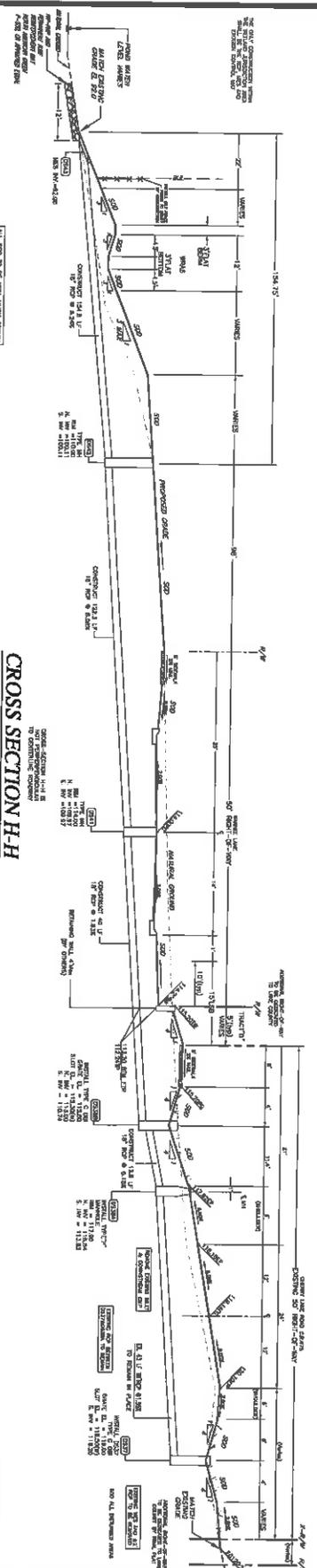
THOMAS L. KNIGHT, P.E.
PROFESSIONAL ASSOCIATION
Planning, Design, Permitting, Inspection
1135 EAST AVENUE, CLERMONT, FL 34711
PHONE: (352) 394-8314 FAX: (352) 394-8341
Certificate of Authorization No. 00021972

LEGEND

---	PROPOSED LINE
---	EXISTING LINE
---	PROPOSED CENTERLINE
---	EXISTING CENTERLINE
---	PROPOSED RIGHT-OF-WAY
---	EXISTING RIGHT-OF-WAY
---	PROPOSED DRIVEWAY
---	EXISTING DRIVEWAY
---	PROPOSED SIDEWALK
---	EXISTING SIDEWALK
---	PROPOSED BIKEWAY
---	EXISTING BIKEWAY
---	PROPOSED UTILITY
---	EXISTING UTILITY
---	PROPOSED DRAINAGE
---	EXISTING DRAINAGE
---	PROPOSED EROSION CONTROL
---	EXISTING EROSION CONTROL
---	PROPOSED SLOPE INDICATOR
---	EXISTING SLOPE INDICATOR



CR 478 ROAD CROSS SECTION 71-F
CR 478 ROAD CROSS SECTION 71-F
CR 478 ROAD CROSS SECTION 71-F



FOR A.C.I. 308.3R, RANGE 22S, INCLUDING VARIATIONS

NO.	A	B	C	D	E	F	G	H	I
1	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
2	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
3	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
4	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
5	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
6	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
7	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
8	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
9	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
10	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
11	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
12	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
13	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
14	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
15	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
16	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
17	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
18	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
19	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"
20	13'0"	2'0"	4'0"	2'0"	6'0"	1'0"	4'0"	4'0"	1'0"

PRELIMINARY PLAN - FOR REVIEW ONLY - NOT FOR CONSTRUCTION

THOMAS L. KNIGHT
P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 11111

PROJECT NO.
KMS-11

DATE
NOV 11 2011

APPROVED BY:
NONE

REVISIONS:
NO V/S PROVIDED FOR THIS SET

SCALE
AS SHOWN

OWNER/DEVELOPER: L&D LLC, ET AL
ADDRESS: P.O. BOX 97, BELL, FL 32619 PHONE: (352) 463-2942

SECTION 3, TOWNSHIP 22S; RANGE 25E, CITY OF GROVELAND, FLORIDA

SPRINGS AT CHERRY LAKE

THOMAS L. KNIGHT, P.E.
PROFESSIONAL ASSOCIATION
Planning, Design, Permitting, Inspection
1125 EAST AVENUE, CLEERMONT, FL 34711
PHONE: (352) 394-8514 FAX: (352) 394-8541
Certificate of Authorization No. 00029972

PROJECT NO.
KMS-11

DATE
NOV 11 2011

APPROVED BY:
NONE

REVISIONS:
NO V/S PROVIDED FOR THIS SET

SCALE
AS SHOWN

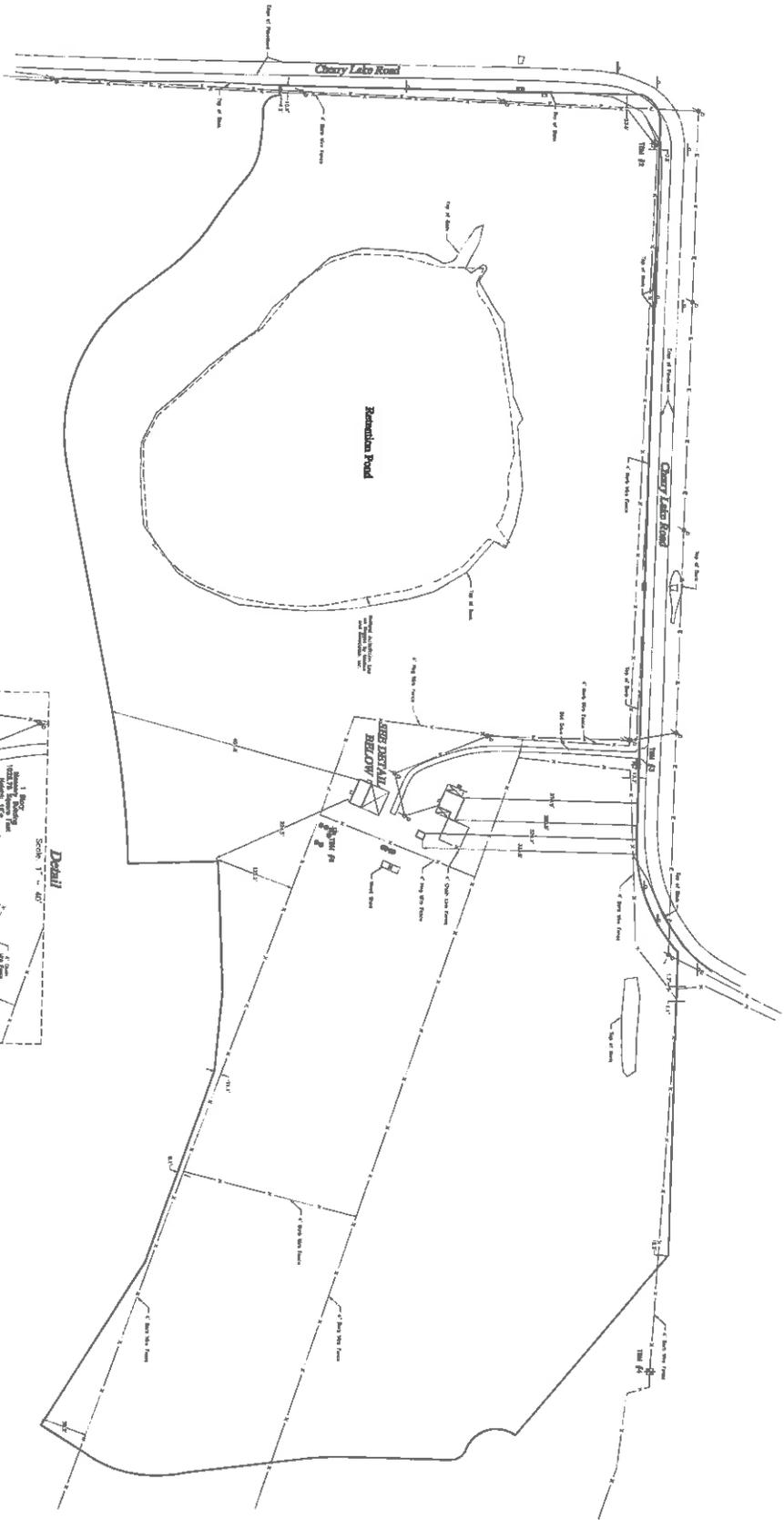
OWNER/DEVELOPER: L&D LLC, ET AL
ADDRESS: P.O. BOX 97, BELL, FL 32619 PHONE: (352) 463-2942

SECTION 3, TOWNSHIP 22S; RANGE 25E, CITY OF GROVELAND, FLORIDA

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Planimetric Detail Sheet



Benchmark Information

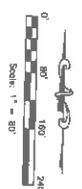
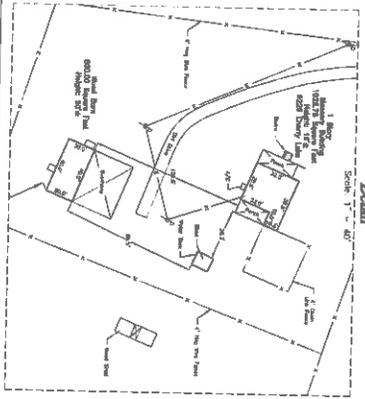
2007 1000 Vertical Datum

BM 21 Elevation = 127.12'
 Stationed at the corner of a road front of a 4' wide and 4' high, concrete curb. The curb is located on the north side of the road. The road is located on the east side of the road. The road is located on the east side of the road. The road is located on the east side of the road.

BM 22 Elevation = 112.00'
 Stationed at the corner of a road front of a 4' wide and 4' high, concrete curb. The curb is located on the north side of the road. The road is located on the east side of the road. The road is located on the east side of the road. The road is located on the east side of the road.

BM 23 Elevation = 86.87'
 Stationed at the corner of a road front of a 4' wide and 4' high, concrete curb. The curb is located on the north side of the road. The road is located on the east side of the road. The road is located on the east side of the road. The road is located on the east side of the road.

BM 24 Elevation = 114.41'
 Stationed at the corner of a road front of a 4' wide and 4' high, concrete curb. The curb is located on the north side of the road. The road is located on the east side of the road. The road is located on the east side of the road. The road is located on the east side of the road.



Remondan Survey
 The Surveyors @ Cherry Lake

SURVEYING SOLUTIONS, INC.
 1000 S. 10th St. Suite 200
 Lincoln, NE 68502
 Phone: 402.478.1111
 Fax: 402.478.1112
 Email: info@surveyingsolutions.com
 Website: www.surveyingsolutions.com

Drawing Name: 20090119_148

SHEET 2 OF 2



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Dunkin Donuts Site Plan

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

PREPARED BY: Ryan Berger, Community Development Director

DATE: February 24, 2016

BACKGROUND:

Dunkin Donuts originally proposed a 2,850 square foot Dunkin Donuts/Baskin Robbins and a 1,980 square foot tenant space building at the corner of State Road 50 and County Road 565A. It has since removed the 1,980 square foot tenant portion of the building. It is now presenting a site plan for approval showing a relocation of the sidewalk.



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

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

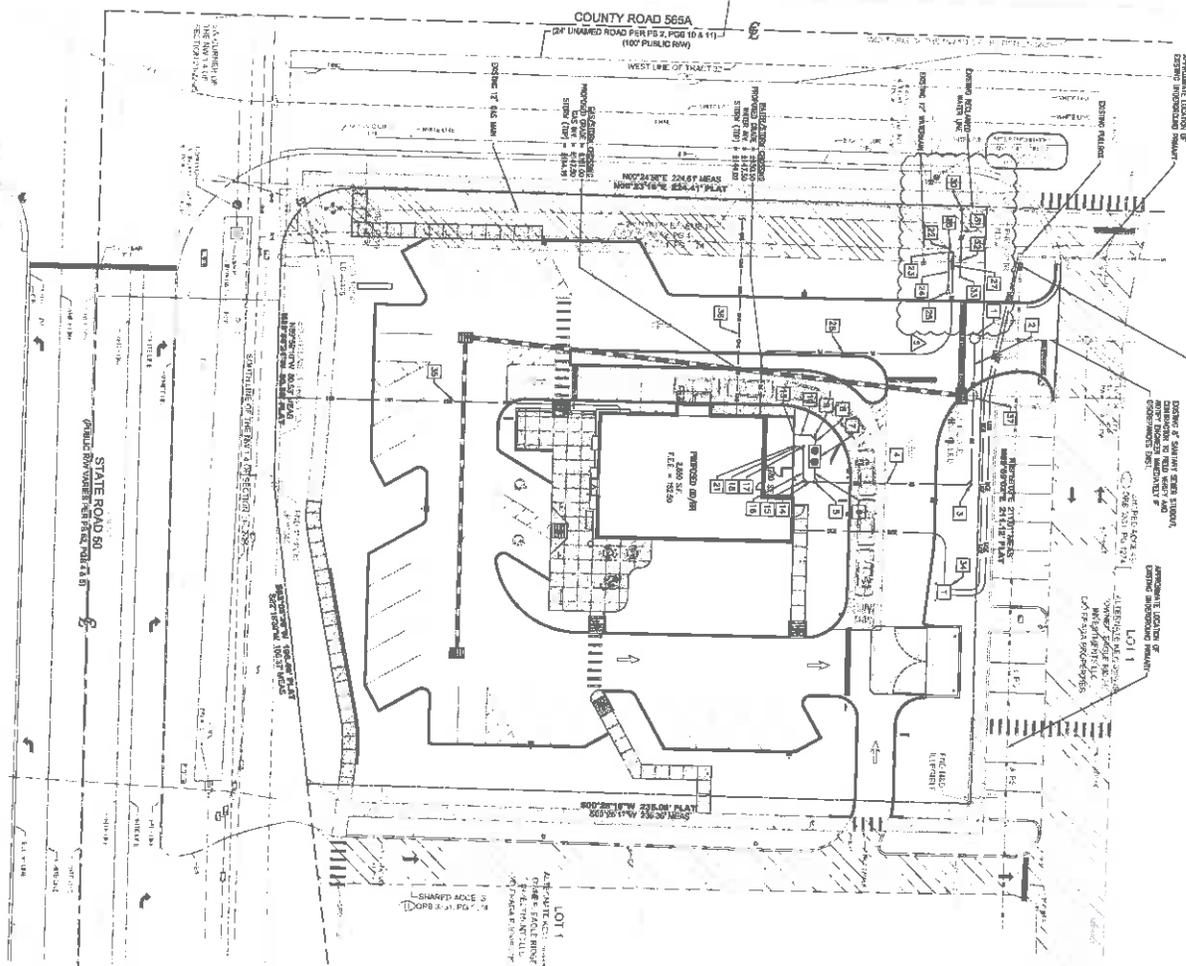
COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

UTILITY PLAN



GREASE TRAP SIZING CALCULATION

ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA PUBLIC UTILITY CODE (CHAPTER 350, F.S.) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 709.01).

NOTE: ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA PUBLIC UTILITY CODE (CHAPTER 350, F.S.) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 709.01).

1. GROSS SOLID CAPACITY: 1000 GALLONS

2. NET SOLID CAPACITY: 700 GALLONS

3. MIN. SOLID CAPACITY: 500 GALLONS

4. MIN. SOLID CAPACITY: 2500 GALLONS

5. MIN. SOLID CAPACITY: 2500 GALLONS

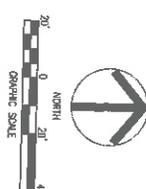
6. MIN. SOLID CAPACITY: 2500 GALLONS

7. MIN. SOLID CAPACITY: 2500 GALLONS

8. MIN. SOLID CAPACITY: 2500 GALLONS

9. MIN. SOLID CAPACITY: 2500 GALLONS

10. MIN. SOLID CAPACITY: 2500 GALLONS



SEE TO SHEET FOR GAS SERVICE, WATER, SEWERAGE AND ELECTRICAL SERVICE TO BE PROVIDED TO THE BUILDING.

UTILITY NOTES

1. OFFICE SPACE SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA PUBLIC UTILITY CODE (CHAPTER 350, F.S.) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 709.01).
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REVISION	DATE	REVISION	DATE
CLIENT REVISION	02/12/16		

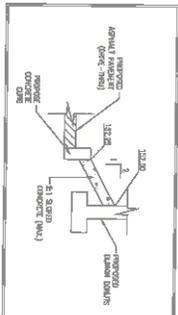
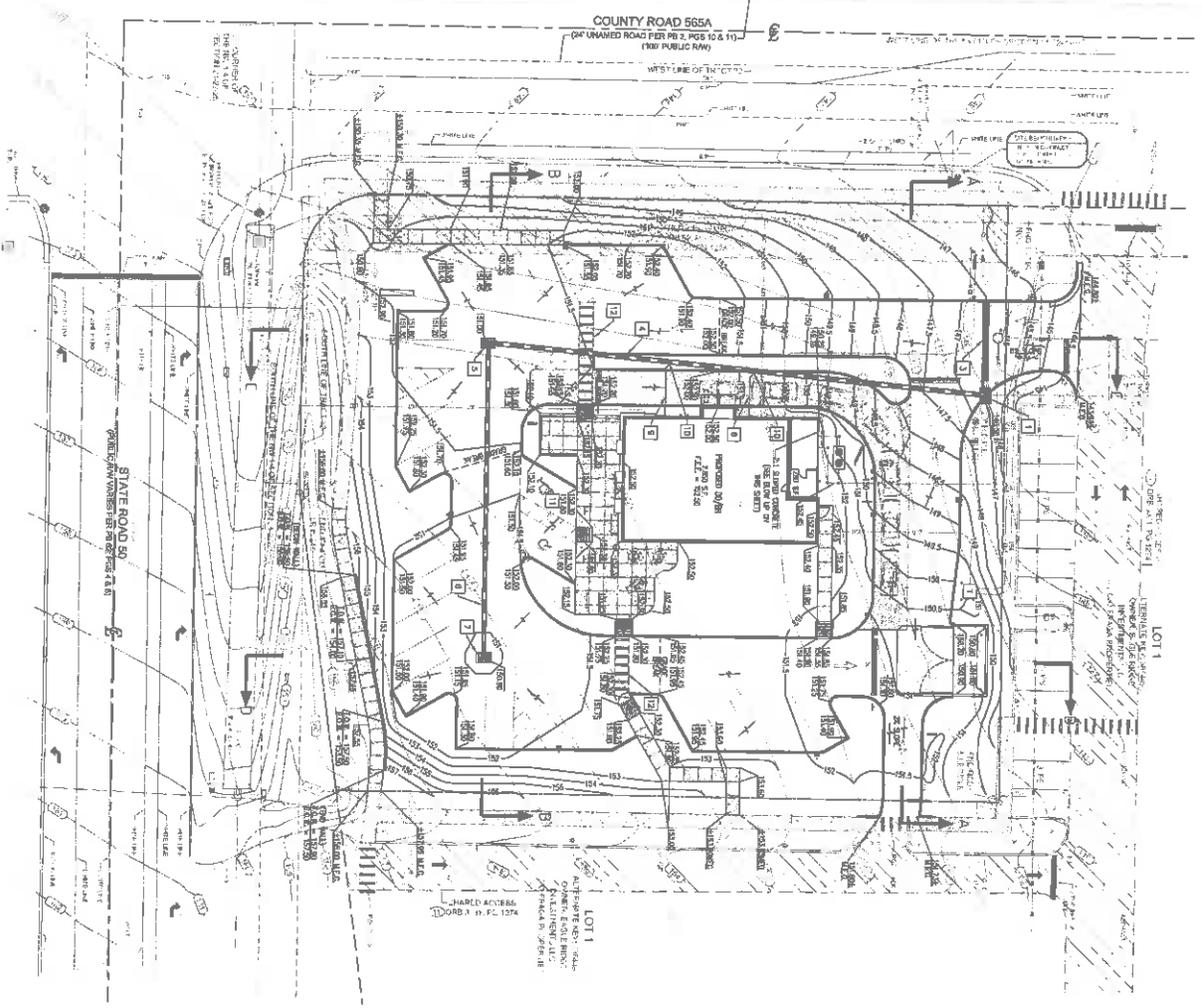
PROJECT NO. 29354

DATE: 02-12-16
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CHECKED BY: [Name]

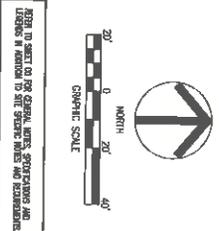
DUNKIN' DONUTS
GROVELAND
7901 STATE HIGHWAY 50
GROVELAND, FLORIDA

CA 29354
708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

GRADING AND DRAINAGE PLAN



SLOPED CONCRETE BLOW-UP



REFER TO SHEET ON THE GENERAL NOTES, SPECIFICATIONS AND LEGENDS IN ADDITION TO THE SPECIFIC NOTES AND DIMENSIONS.

GRADING NOTES

1. CONSTRUCTION TO COMPLY TO DRAWING BY DATE: 09/11/12
2. 1" = 40' HORIZONTAL SCALE
3. 1" = 4' VERTICAL SCALE
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PROJECT NO: 09-217

C3

DATE: 02-28-12

DRAWN BY: [Name]

CHECKED BY: [Name]

DUNKIN' DONUTS
GROVELAND
7901 STATE HIGHWAY 50
GROVELAND, FLORIDA

REVISION	DATE	REVISION	DATE
CLIENT REVISION	09/11/12		

FORNEY ZICKMANN, P.E., LEED AP
FL REG # 56793

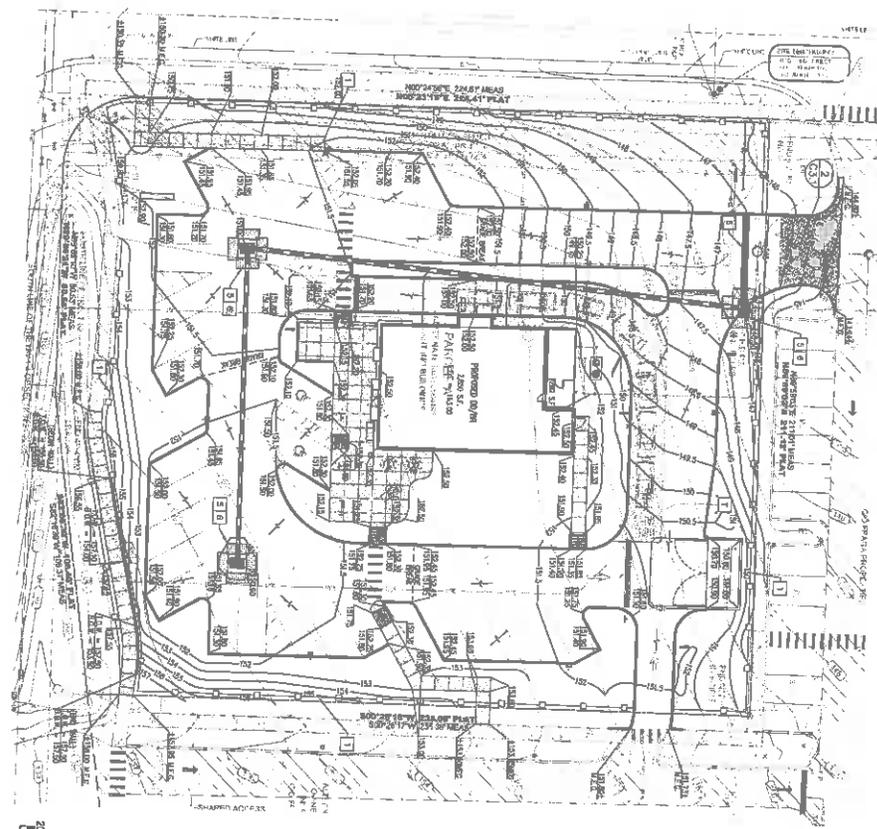
FORNEY ZICKMANN, P.E., LEED AP
FL REG # 56793

Z DEVELOPMENT

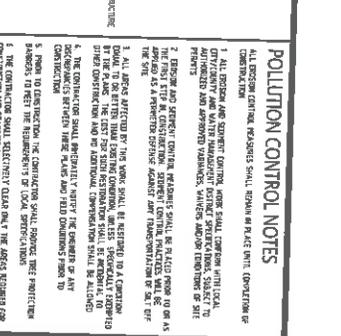
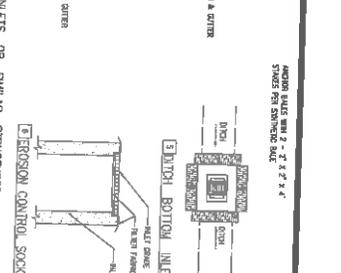
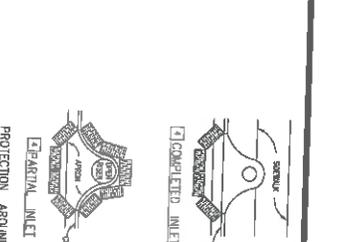
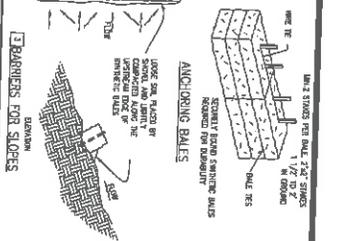
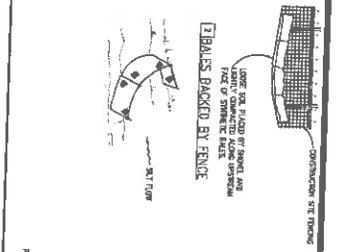
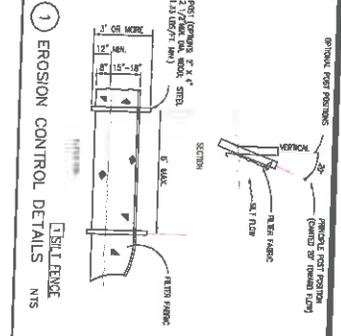
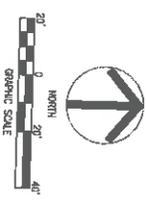
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ORLANDO, FL 32803 FAX: (407) 442-0604

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

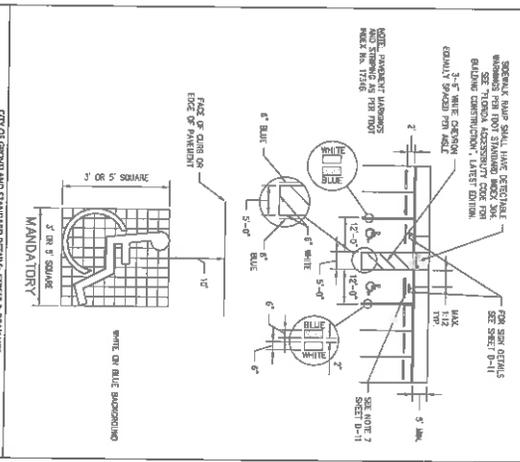


NOTE: IN SECT OF THE ORIGINAL WATER, SEWERAGE, AND GAS LINES IN ACCORD TO SITE SPECIFIC MAPS AND DOCUMENTATION.



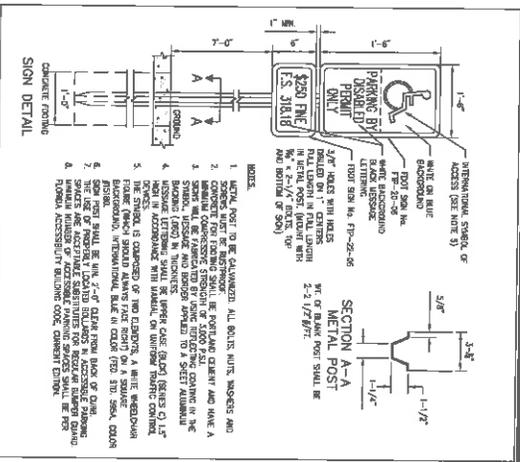
2 CRUSHED STONE CONSTRUCTION EXIT

ITEM	QTY	UNIT	DESCRIPTION
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CRUSHED STONE	1.00	CU YD	3/4" TO 1/2" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	1" TO 3/4" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	1 1/2" TO 1" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	2" TO 1 1/2" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	3" TO 2" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	4" TO 3" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	6" TO 4" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	12" TO 6" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	18" TO 12" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	24" TO 18" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	36" TO 24" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	48" TO 36" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	72" TO 48" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	108" TO 72" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	144" TO 108" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	180" TO 144" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	216" TO 180" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	252" TO 216" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	288" TO 252" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	324" TO 288" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	360" TO 324" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	396" TO 360" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	432" TO 396" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	468" TO 432" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	504" TO 468" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	540" TO 504" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	576" TO 540" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	612" TO 576" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	648" TO 612" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	684" TO 648" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	720" TO 684" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	756" TO 720" CRUSHED STONE
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CRUSHED STONE	1.00	CU YD	828" TO 792" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	864" TO 828" CRUSHED STONE
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CRUSHED STONE	1.00	CU YD	972" TO 936" CRUSHED STONE
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CRUSHED STONE	1.00	CU YD	1044" TO 1008" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	1080" TO 1044" CRUSHED STONE
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CRUSHED STONE	1.00	CU YD	1404" TO 1368" CRUSHED STONE
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CRUSHED STONE	1.00	CU YD	1692" TO 1656" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	1728" TO 1692" CRUSHED STONE
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CRUSHED STONE	1.00	CU YD	1800" TO 1764" CRUSHED STONE
CRUSHED STONE	1.00	CU YD	1836" TO 1800" CRUSHED STONE
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CRUSHED STONE	1.00	CU YD	1944" TO 1908" CRUSHED STONE
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CRUSHED STONE	1.00	CU YD	2232" TO 2196" CRUSHED STONE
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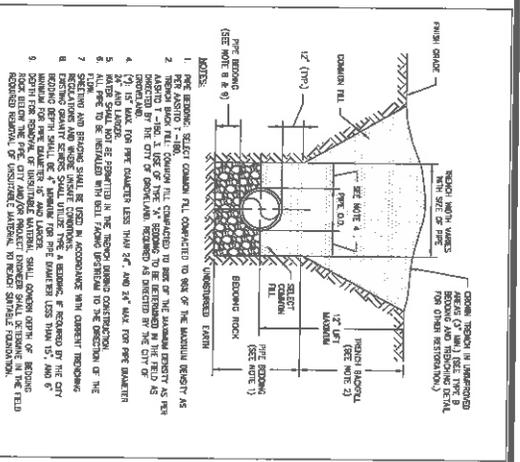
CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE
 DATE: MAY 7, 2008
 SCALE: N.T.S.
 D-10

1 DISABLED PARKING & MARKING TYPICAL DETAILS



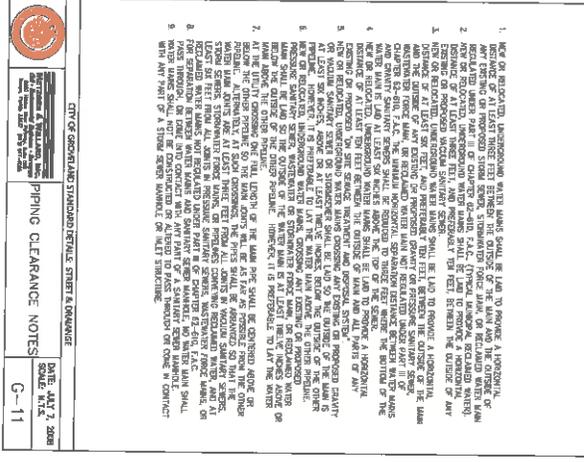
CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE
 DATE: MAY 7, 2008
 SCALE: N.T.S.
 D-11

2 DISABLED PARKING & SIGNING TYPICAL DETAILS



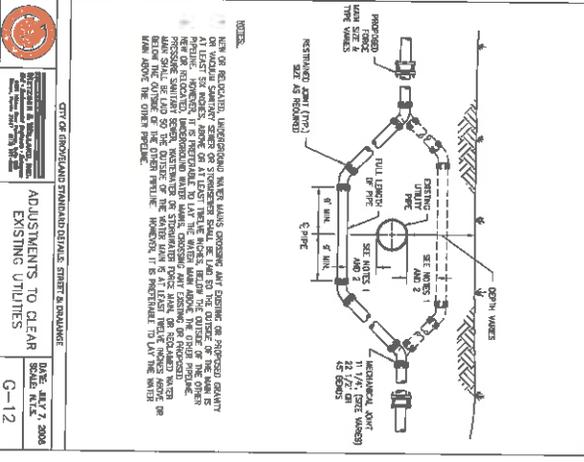
CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE
 DATE: MAY 7, 2008
 SCALE: N.T.S.
 G-4

3 CLASS A BEDDING & TRENCHING DETAIL



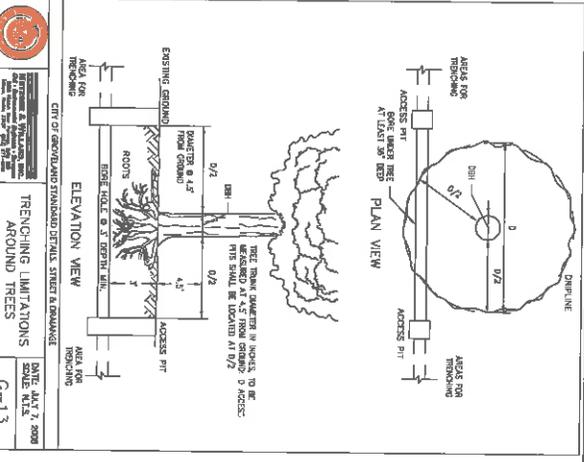
CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE
 DATE: MAY 7, 2008
 SCALE: N.T.S.
 G-11

4 PIPING CLEARANCE NOTES



CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE
 DATE: MAY 7, 2008
 SCALE: N.T.S.
 G-12

5 ADJUSTMENTS TO CLEAR EXISTING UTILITIES



CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE
 DATE: MAY 7, 2008
 SCALE: N.T.S.
 G-13

6 TRENCHING LIMITATIONS AROUND TREES

REVISION	DATE	REVISION	DATE

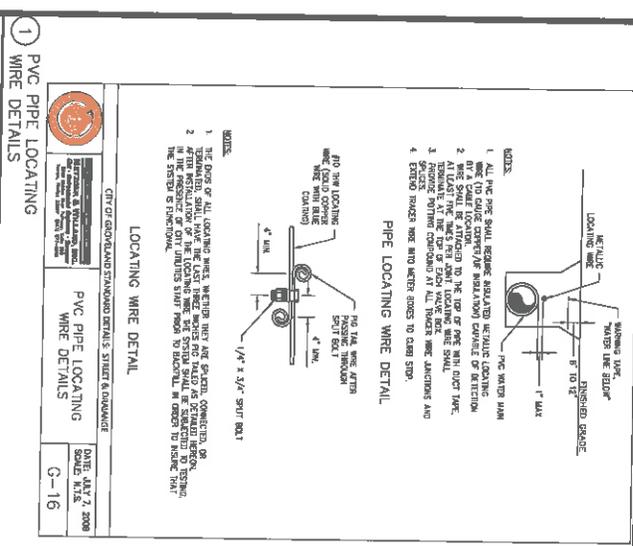
Z DEVELOPMENT
 CA 29354
 708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
 ORLANDO, FL 32803 FAX: (407) 442-0604

DUNKIN' DONUTS
 GROVELAND
 7901 STATE HIGHWAY 50
 GROVELAND, FLORIDA

DATE: 02-02-06
 DRAWN BY: A
 CHECKED BY: K

C6

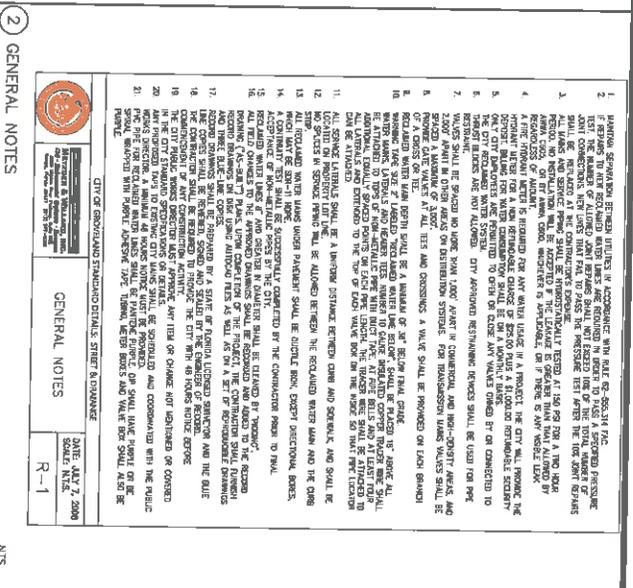
PROJECT NO: 205 271



1 PVC PIPE LOCATING WIRE DETAILS

CITY OF GROVELAND STANDARD DETAILS, STREET & DRAINAGE

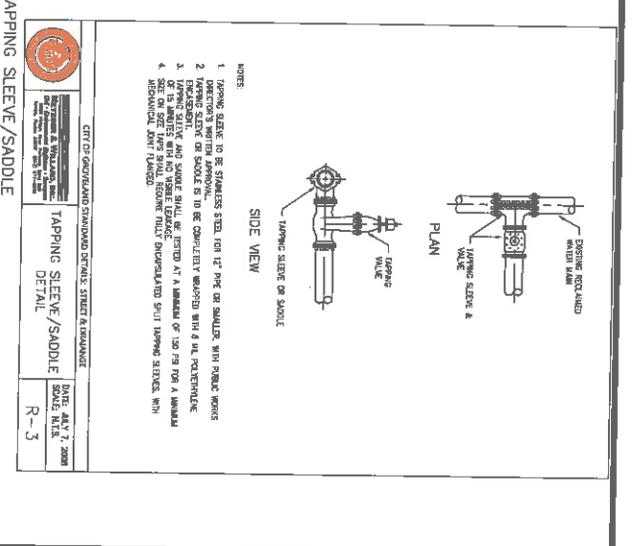
DATE: JULY 7, 2008
SCALE: N.T.S.



2 GENERAL NOTES

CITY OF GROVELAND STANDARD DETAILS, STREET & DRAINAGE

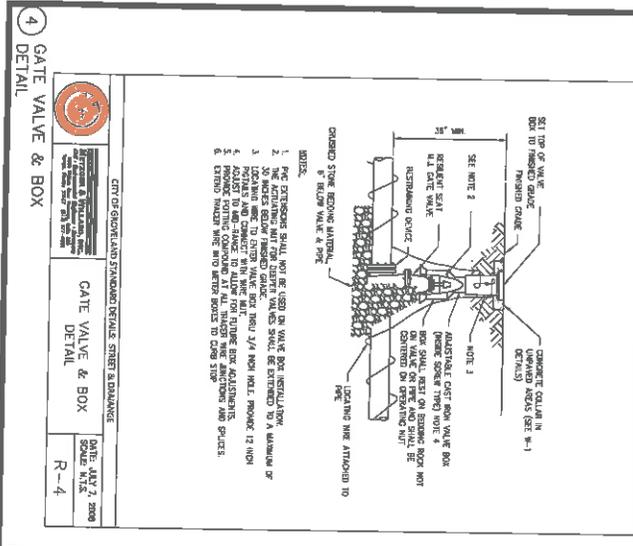
DATE: JULY 7, 2008
SCALE: N.T.S.



3 TAPPING SLEEVE/SADDLE DETAIL

CITY OF GROVELAND STANDARD DETAILS, STREET & DRAINAGE

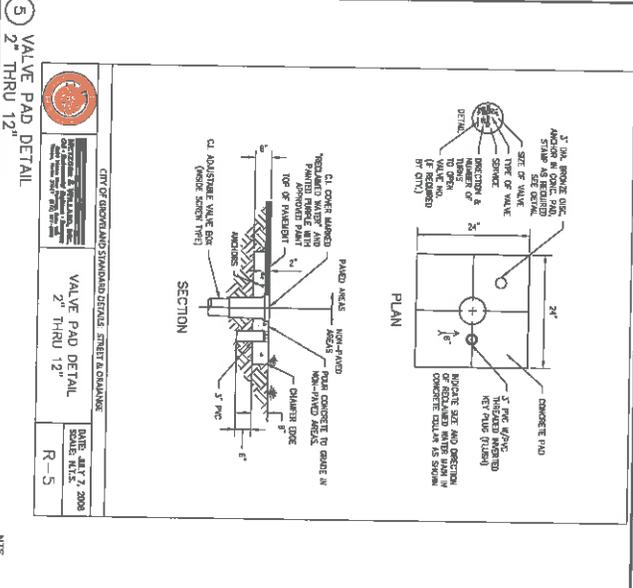
DATE: JULY 7, 2008
SCALE: N.T.S.



4 GATE VALVE & BOX DETAIL

CITY OF GROVELAND STANDARD DETAILS, STREET & DRAINAGE

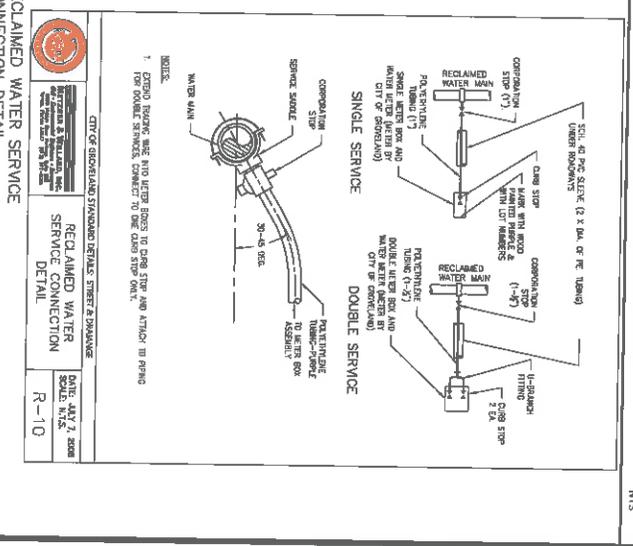
DATE: JULY 7, 2008
SCALE: N.T.S.



5 VALVE PAD DETAIL

CITY OF GROVELAND STANDARD DETAILS, STREET & DRAINAGE

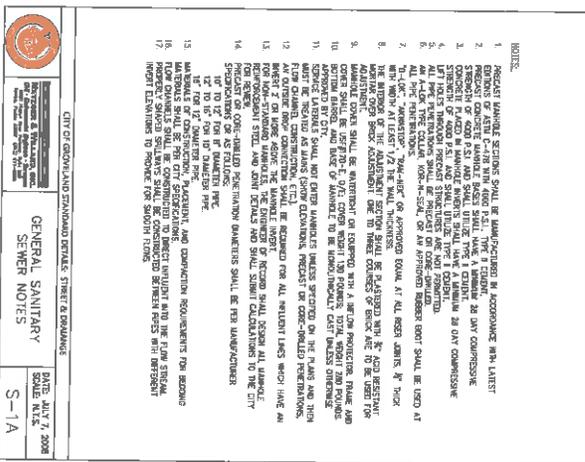
DATE: JULY 7, 2008
SCALE: N.T.S.



6 RECLAIMED WATER SERVICE CONNECTION DETAIL

CITY OF GROVELAND STANDARD DETAILS, STREET & DRAINAGE

DATE: JULY 7, 2008
SCALE: N.T.S.



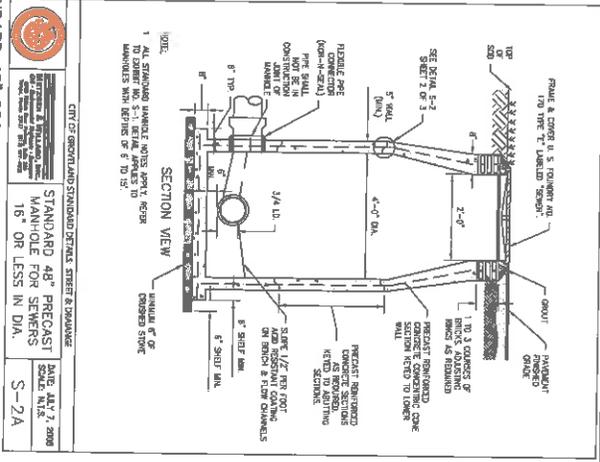
1 GENERAL SANITARY SEWER NOTES

CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE

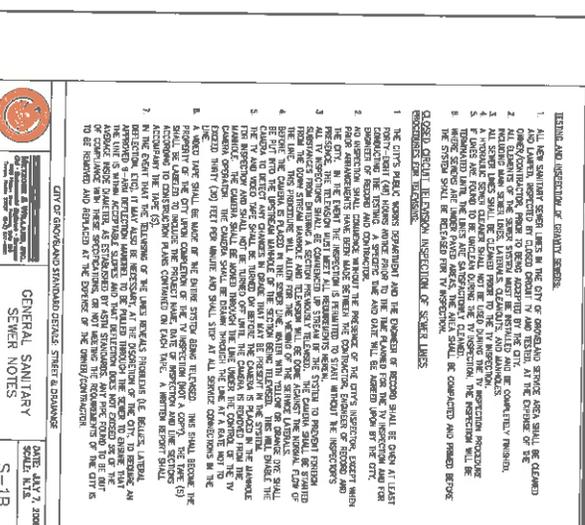
GENERAL SANITARY SEWER NOTES

DATE: MAY 7, 2008
SCALE: N.T.S.

S-1A



4 STANDARD 48\"/>



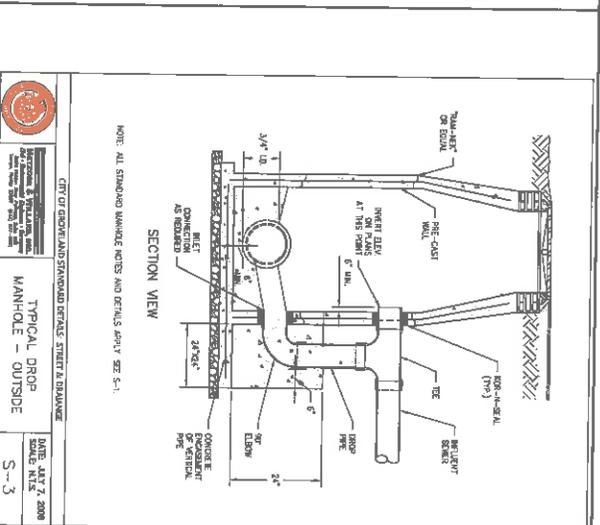
2 GENERAL SANITARY SEWER NOTES

CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE

GENERAL SANITARY SEWER NOTES

DATE: MAY 7, 2008
SCALE: N.T.S.

S-1B



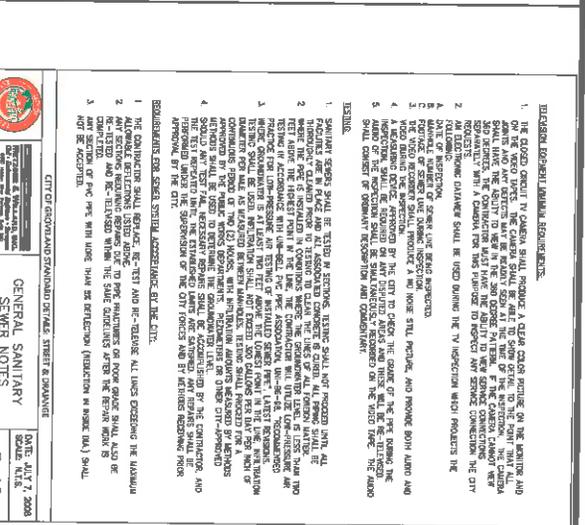
5 TYPICAL DROP MANHOLE - OUTSIDE

CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE

TYPICAL DROP MANHOLE - OUTSIDE

DATE: MAY 7, 2008
SCALE: N.T.S.

S-3



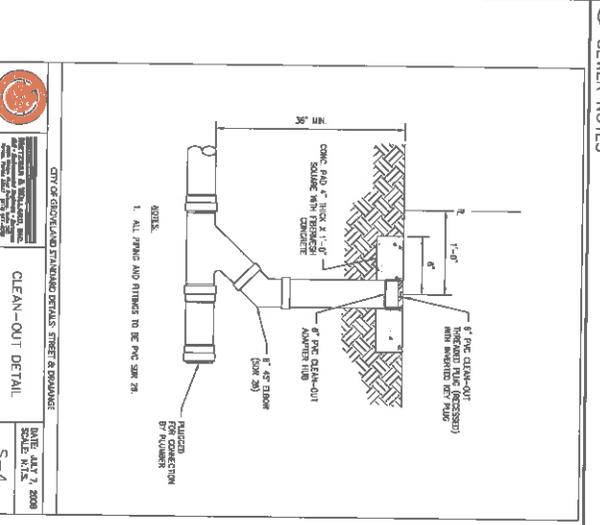
3 GENERAL SANITARY SEWER NOTES

CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE

GENERAL SANITARY SEWER NOTES

DATE: MAY 7, 2008
SCALE: N.T.S.

S-1C



6 CLEAN-OUT DETAIL

CITY OF GROVELAND STANDARD DETAILS STREET & DRAINAGE

CLEAN-OUT DETAIL

DATE: MAY 7, 2008
SCALE: N.T.S.

S-4

REVISION	DATE	REVISION	DATE

DUNKIN' DONUTS
GROVELAND
7901 STATE HIGHWAY 50
GROVELAND, FLORIDA

DATE: 07-12-15
 DRAWN: BA
 CHECKED: CK

C8

PROJECT NO: 205.270

Z DEVELOPMENT

CA 29354

708 E. COLONIAL DR. STE 100 PH: (407) 271-8910
 ORLANDO, FL 32803 FAX: (407) 442-0504

1. ALL WATER SERVICE WORK SHALL BE IN ACCORDANCE WITH FD-355, PERMITTING AND CONTRACTING REGULATIONS, AND THE CITY OF GROVELAND STANDARD DETAILS. ALL SERVICE WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF GROVELAND STANDARD DETAILS. ALL WATER SERVICE WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF GROVELAND STANDARD DETAILS. ALL WATER SERVICE WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF GROVELAND STANDARD DETAILS.
2. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF GROVELAND STANDARD DETAILS. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF GROVELAND STANDARD DETAILS.
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CITY OF GROVELAND STANDARD DETAILS STREET & BOUNDARY

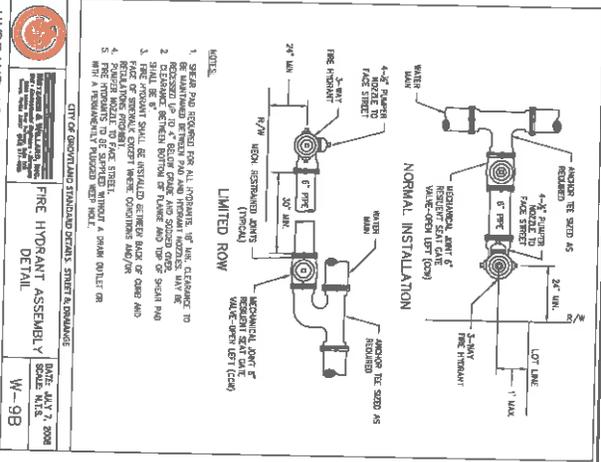
GENERAL WATER NOTES

DATE: JULY 7, 2008
SCALE: N.T.S.

W-1A

1 GENERAL WATER NOTES

N.T.S.



CITY OF GROVELAND STANDARD DETAILS STREET & BOUNDARY

FIRE HYDRANT ASSEMBLY DETAIL

DATE: JULY 7, 2008
SCALE: N.T.S.

W-9B

4 FIRE HYDRANT ASSEMBLY DETAIL

N.T.S.

16. ALL SERVICE MATERIALS SHALL BE A LUMBER RESISTANT BETWEEN CURB AND SERVICE AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF GROVELAND STANDARD DETAILS.
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CITY OF GROVELAND STANDARD DETAILS STREET & BOUNDARY

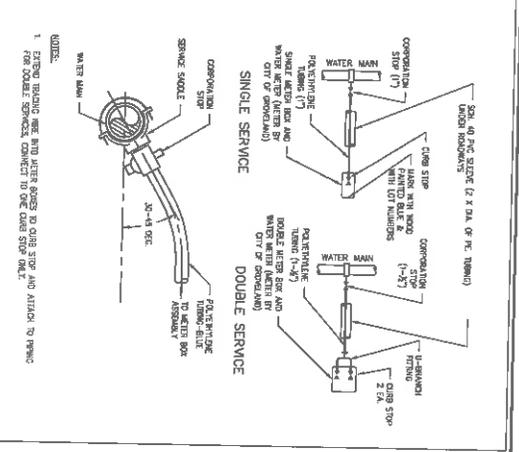
GENERAL WATER NOTES

DATE: JULY 7, 2008
SCALE: N.T.S.

W-1B

2 GENERAL WATER NOTES

N.T.S.



CITY OF GROVELAND STANDARD DETAILS STREET & BOUNDARY

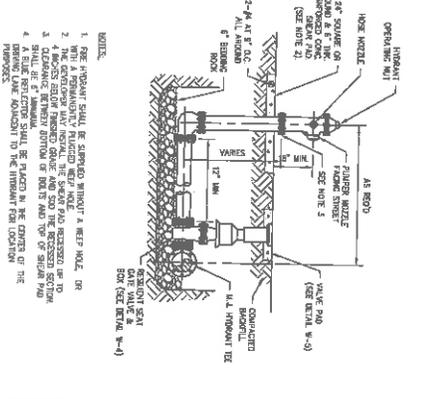
WATER SERVICE CONNECTION DETAIL

DATE: JULY 7, 2008
SCALE: N.T.S.

W-11

5 WATER SERVICE CONNECTION DETAILS

N.T.S.



CITY OF GROVELAND STANDARD DETAILS STREET & BOUNDARY

FIRE HYDRANT ASSEMBLY DETAIL

DATE: JULY 7, 2008
SCALE: N.T.S.

W-9A

3 FIRE HYDRANT ASSEMBLY DETAIL

N.T.S.

6 NOT USED

N.T.S.

REVISION	DATE	REVISION	DATE

Z DEVELOPMENT

CA 29354

708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

DUNKIN' DONUTS
GROVELAND
7901 STATE HIGHWAY 50
GROVELAND, FLORIDA

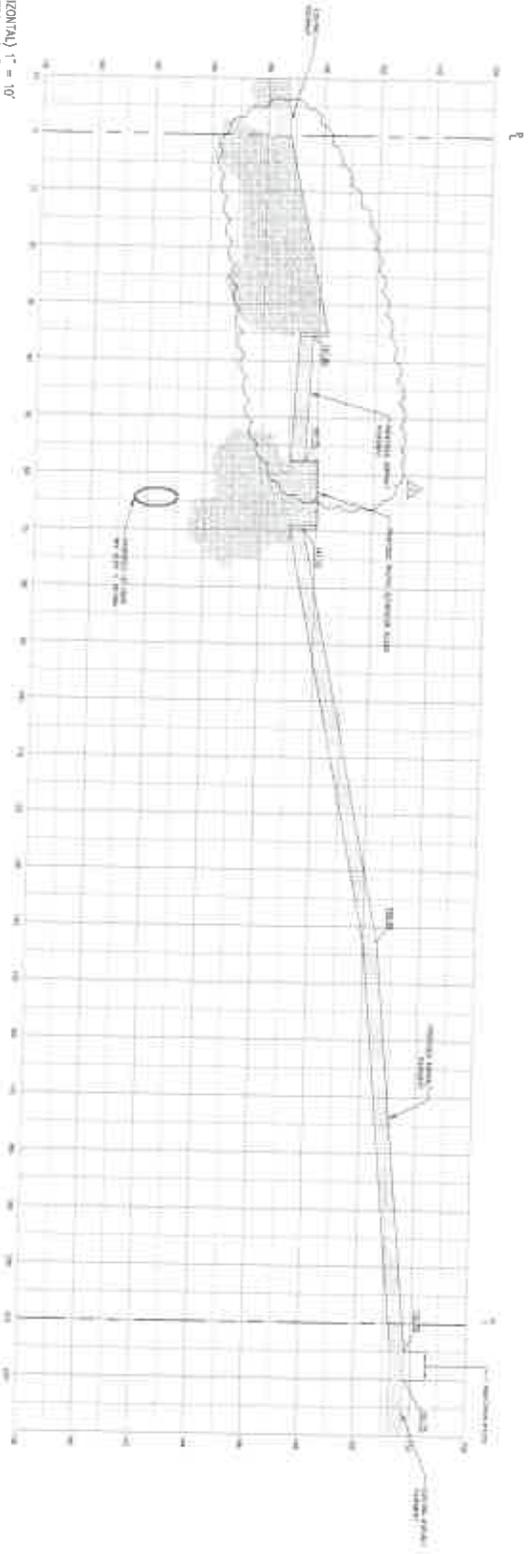
DATE: 07-15-08
DRAWN: SJA
CHECKED: CC

C9

PROJECT NO.: 2015-217

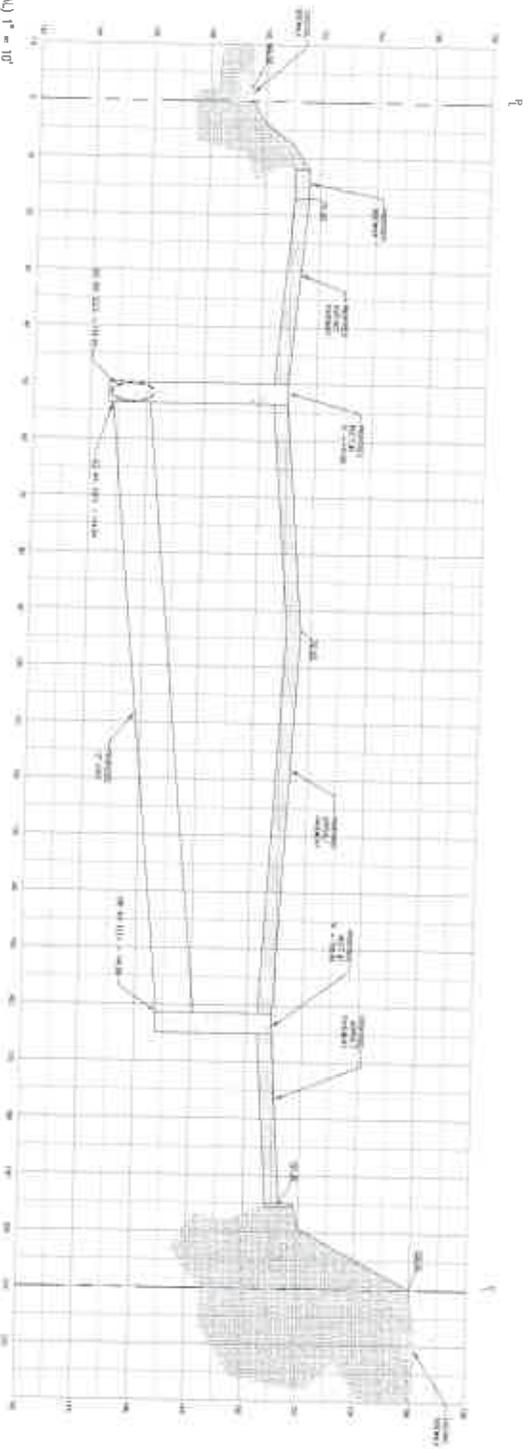
1 SECTION A-A

SCALE (HORIZONTAL) 1" = 10'
(VERTICAL) 1" = 2'



2 SECTION B-B

SCALE (HORIZONTAL) 1" = 10'
(VERTICAL) 1" = 2'



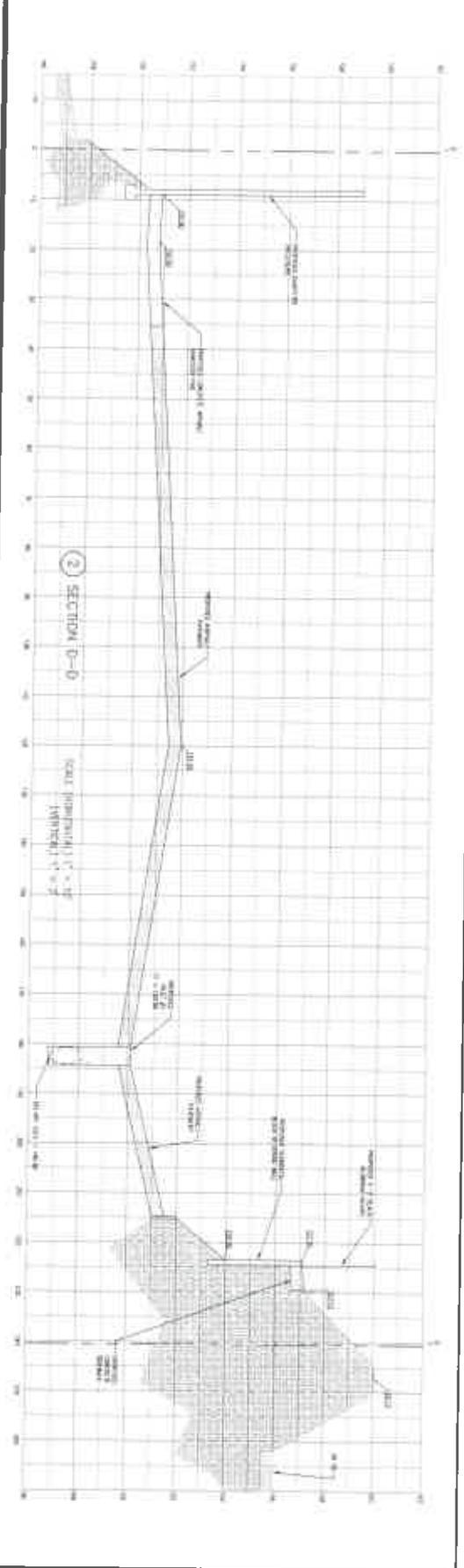
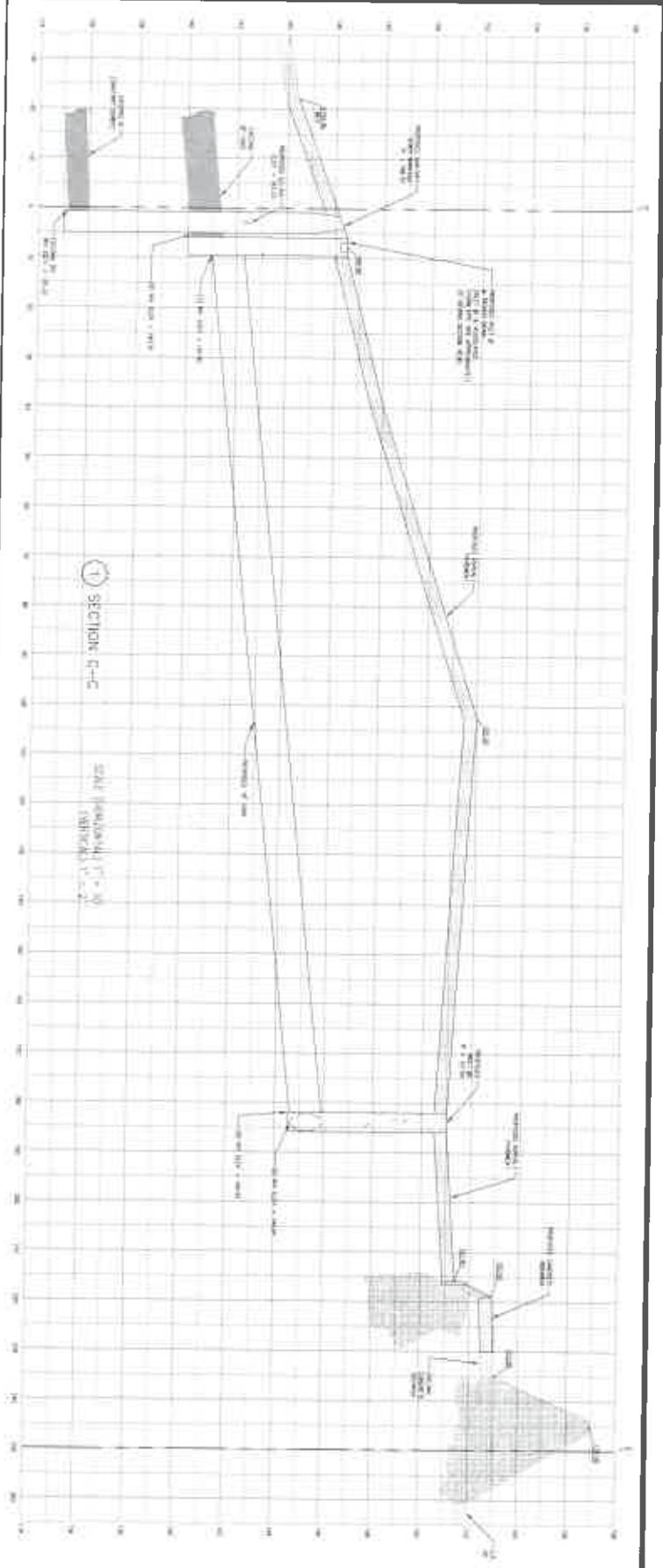
REVISION	DATE	REVISION	DATE
△ CLIENT REVISION	02/07/16		

Z DEVELOPMENT
CA 29354
708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0504

PROJECT NO: 2715 271
C10
DATE: 8-15-16
DRAWN: BA
CHECKED: CR

DUNKIN' DONUTS
GROVELAND
7901 STATE HIGHWAY 50
GROVELAND, FLORIDA

ROBERT DEGENIUS P.E. LEED AP
FL REG # 54291



REVISION	DATE	REVISION	DATE

Z DEVELOPMENT
 CA 29354
 708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
 ORLANDO, FL 32803 FAX: (407) 442-0604

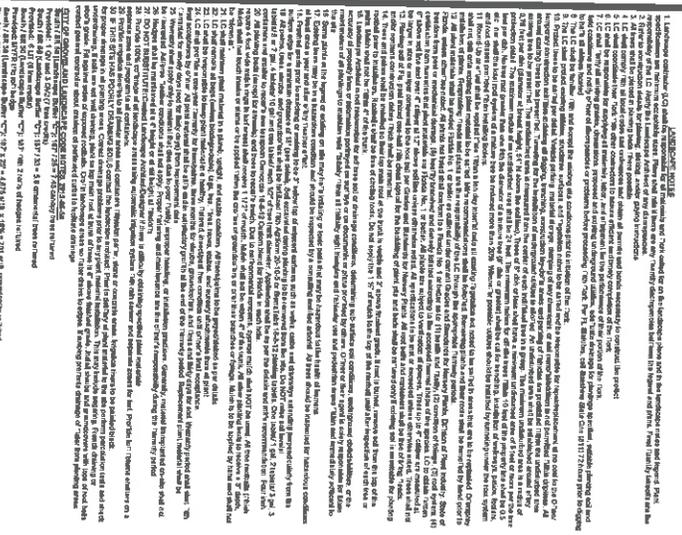
DUNKIN' DONUTS
GROVELAND
 7901 STATE HIGHWAY 50
 GROVELAND, FLORIDA

DATE: 06-12-06
 DRAWN BY: [Name]
 CHECKED BY: [Name]

PROJECT NO. 205271

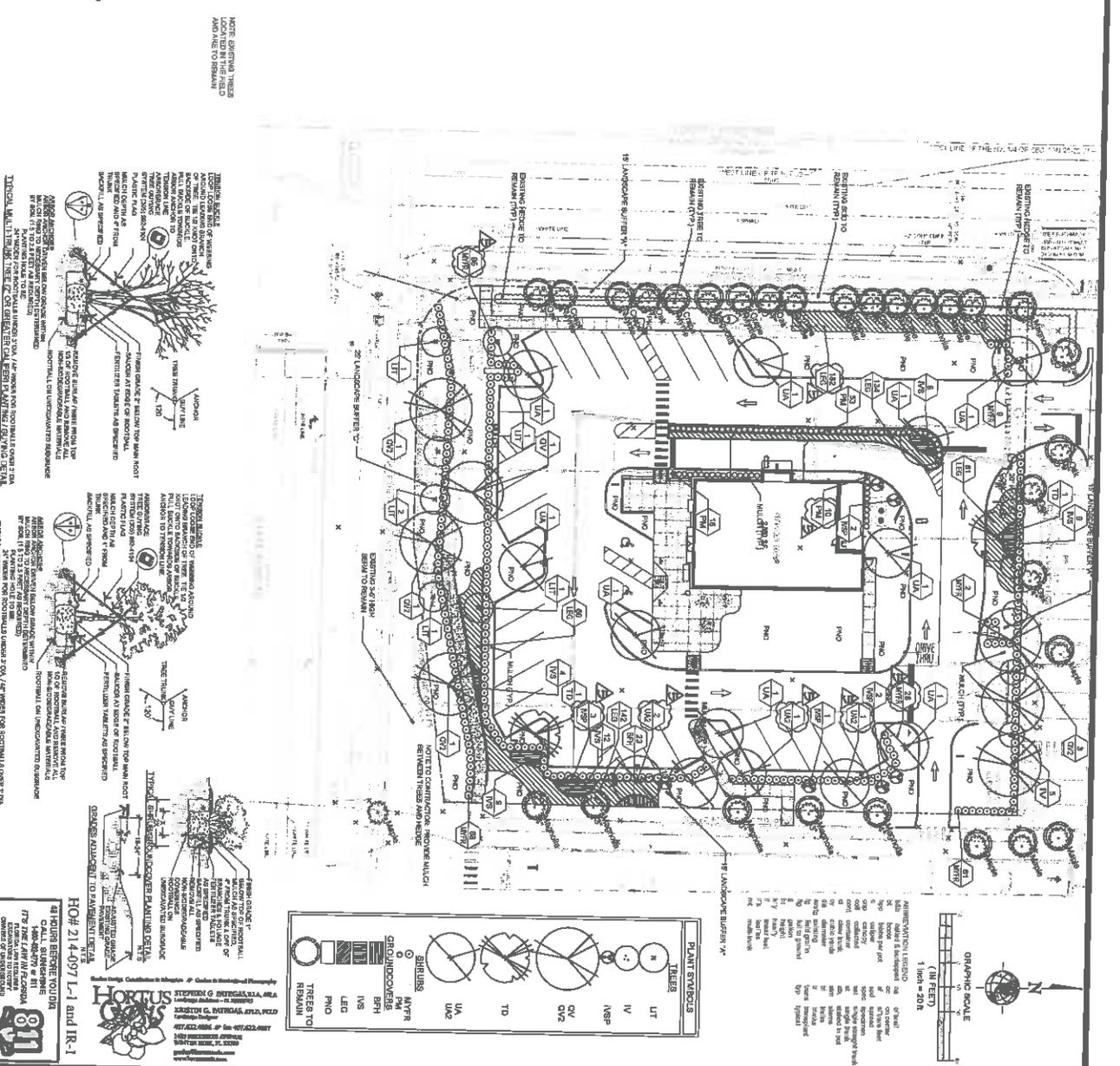
ROBERT ZIGONUSS, P.E., LEED AP
 FL REG. # 34757

- 1. LANDSCAPE CONDITIONS:** The site is located in a residential area with existing trees and landscaping. The site is bounded by 7901 State Highway 50 to the north, 7901 State Highway 50 to the south, and 7901 State Highway 50 to the east. The site is currently vacant and has no existing structures or landscaping.
- 2. DESIGN REQUIREMENTS:** The design shall provide a landscape plan that is aesthetically pleasing, functional, and sustainable. The design shall include a site plan showing the location of all trees, shrubs, and other plants, as well as the location of all hedges, walls, and other landscape features. The design shall also include a list of all plants and shrubs to be used, along with their mature sizes and spacing requirements.
- 3. PLANTING SPECIFICATIONS:** All plants and shrubs shall be planted in accordance with the following specifications:
- All trees shall be planted in a grid pattern with a spacing of 10 feet between trees.
 - All shrubs shall be planted in a grid pattern with a spacing of 6 feet between shrubs.
 - All plants and shrubs shall be planted in a grid pattern with a spacing of 6 feet between plants and shrubs.
 - All plants and shrubs shall be planted in a grid pattern with a spacing of 6 feet between plants and shrubs.
- 4. MATERIALS:** All materials used in the landscape plan shall be of high quality and shall be suitable for the climate and soil conditions of the site.
- 5. MAINTENANCE:** The landscape plan shall include a maintenance schedule that outlines the frequency and type of maintenance required for all plants and shrubs.
- 6. IRRIGATION:** The landscape plan shall include an irrigation system that provides adequate water to all plants and shrubs.
- 7. LIGHTING:** The landscape plan shall include a lighting system that provides adequate lighting for all areas of the site.
- 8. FENCES:** The landscape plan shall include a fence system that provides adequate security for all areas of the site.
- 9. WALLS:** The landscape plan shall include a wall system that provides adequate privacy for all areas of the site.
- 10. OTHER:** The landscape plan shall include any other features that are required for the site.



NOTES:

1. ALL PLANTS AND SHRUBS SHALL BE PLANTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
2. ALL TREES SHALL BE PLANTED IN A GRID PATTERN WITH A SPACING OF 10 FEET BETWEEN TREES.
3. ALL SHRUBS SHALL BE PLANTED IN A GRID PATTERN WITH A SPACING OF 6 FEET BETWEEN SHRUBS.
4. ALL PLANTS AND SHRUBS SHALL BE PLANTED IN A GRID PATTERN WITH A SPACING OF 6 FEET BETWEEN PLANTS AND SHRUBS.
5. ALL PLANTS AND SHRUBS SHALL BE PLANTED IN A GRID PATTERN WITH A SPACING OF 6 FEET BETWEEN PLANTS AND SHRUBS.
6. ALL PLANTS AND SHRUBS SHALL BE PLANTED IN A GRID PATTERN WITH A SPACING OF 6 FEET BETWEEN PLANTS AND SHRUBS.
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10. ALL PLANTS AND SHRUBS SHALL BE PLANTED IN A GRID PATTERN WITH A SPACING OF 6 FEET BETWEEN PLANTS AND SHRUBS.



REVISION

REVISION	DATE	REVISION	DATE
CITY COMMENTS	07/01/15		
ADD HEDGE AT D/T	08/20/15		
CLIENT REVISIONS	02/12/16		

DATE: 02-12-16
DRAWN BY: JB
CHECKED BY: SP

811
 CALL BEFORE YOU DIG
 1-800-4-A-SHIELD
 1-800-487-6247

HO# 214-097 L-1 and IR-1

LANDSCAPE PLAN
 PROJECT NO. 201517

DUNKIN' DONUTS
GROVELAND
7901 STATE HIGHWAY 50
GROVELAND, FLORIDA

Z DEVELOPMENT
 CA 29354
 708 E COLONIAL DR, STE 100 PH: (407) 271-8910
 ORLANDO, FL 32803 FAX: (407) 442-0604



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 7, 2016

AGENDA ITEM: Discussion – July 4 th Celebration

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

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

DATE: March 4, 2016

BACKGROUND:

City Council was presented with two RFQs during the February 17, 2016 workshop. After reviewing the two proposals, Council accepted the proposal from SRT Communications & Marketing. Of the two options provided in the proposal, Option 1, allowing SRT to plan and manage the entire event was selected. The contract is presented for Council approval.

STAFF RECOMMENDATION: Staff recommends that Council approve SRT Communications & Marketing as the contractor for the July 4th Celebration, and approve the contract provided.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this 7th day of March, 2016, by and between the THE CITY OF GROVELAND (the "City") and SRT COMMUNICATIONS & MARKETING, LLC. (the "Contractor").

WHEREAS, the parties hereto have agreed to set forth in this Agreement the terms and conditions governing the professional services to be provided by the Contractor to the City; and

WHEREAS, it is the intent and agreement of the parties that the professional services to be provided hereunder by the Contractor is to be provided as an independent contractor; it is, therefore

AGREED as follows:

1. **Performances & Recitals:** The foregoing performances and recitals are true and correct and are incorporated herein by this reference.
2. **The Services:** The Contractor shall provide to the City the services described in Exhibit "A" attached hereto (the "Services") relative to the City of Groveland's annual 4th of July Celebration for 2016 being held July 4, 2016 (the "Event") as an independent contractor. It is expressly understood and agreed that the Contractor possesses the skill, knowledge, equipment and manpower necessary to provide the services and that the Contractor shall determine the means, methods and techniques of such services. Contractor will not be considered as an employee of the City for any purposes. Electricity will be provided by the City. Police, Fire and Emergency Medical will be provided by the City. Contractor agreed to the Groveland 4th of July Celebration Timeline attached hereto as Exhibit "D".
3. **Financial:** Contractor will contract with all Vendors who will be participating in the Event. City will forward to Contractor any Vendor information it has from past years' events and that City receives from those who may contact the City to inquire about being a Vendor. Contractor's Vendor Fee Schedule is attached hereto and incorporated herein as Exhibit C. Contractor and City will discuss and agree on fees for non-profit vendors, which may include waiving or reducing the Vendor Fee. Contractor has the right to retain all funds generated by all Vendors. Both the City and the Contractor will solicit and obtain sponsorships for the Event. City has the right to retain all Sponsor funds generated by the City. Contractor has the right to retain all Sponsor funds generated by Contractor. Prior to soliciting sponsors, the City and Contractor will discuss their prospective list of sponsors to avoid contacting the same potential sponsors. Contractor will donate a portion of its proceeds generated from the Event to establish a scholarship for a City of Groveland resident graduating from South Lake High School in 2017.
4. **Term:** The term of this Agreement shall commence as of the effective date set forth above and shall continue through July 7, 2016.
5. **The Compensation:** The City shall pay the Contractor for the Services the compensation described in Exhibit "B" attached hereto (the "Compensation"). Contractor agrees that the Services are being provided on a "work for hire" basis. Contractor will have the right to enter into separate agreements with any or all of the performers to record audio and video of their performances. City may use said recordings for promotional purposes.
6. **Taxes:** The Contractor is solely responsible for the timely payment of any and all local, state and federal taxes and self-employment taxes payable by reason of the Compensation. The Contractor agrees to indemnify and hold the City harmless of and from any and all taxes, penalties, fines and interest assessed against the City by any taxing authority by reason of the failure of the Contractor to comply with the provisions of this paragraph. The City will issue the relevant Tax Form (1099) if payments exceed \$600.00 or more in any calendar year and file such form with the Internal Revenue Service.
7. **Insurance:** Contractor, at its expense, shall acquire and maintain at all times all insurance required by and in the amounts specified by City, including but not limited to, workman's compensation,

required to cover its staff and employees who are involved in the performance of its obligations pursuant to this Agreement. Contractor's insurance shall name the City of Groveland as an additional insured and as a certificate holder. Contractor shall acquire and maintain, or ensure any and all vendors, and independent contractors who will be setting up the stages, lighting & sound systems before the event begins and the equipment after the event is over, or others involved in the performance of this Agreement has secured all insurance required by and in the amounts specified by City also naming the City of Groveland as an additional insured and as a certificate holder. Contractor shall provide a copy of all current certificates of insurance and endorsements, naming City as an additional insured and a certificate holder, required hereunder to City no less than 10 business days prior to July 1, 2016. Contractor may allow artists to participate without insurance provided a hold harmless agreement, in the form provided by the City, is executed and submitted to the City of Groveland no less than 10 business days prior to July 1, 2016. Contractor may allow those independent contractors who will be doing the following tasks to participate without insurance provided a hold harmless agreement, in the form provided by the City, is executed and submitted to the City of Groveland no less than 10 business days prior to July 1, 2016:

- Directing Vendors to their designated locations and helping with questions and concerns.
- During the event they will be operating mixing consoles and lighting controllers, rearranging equipment on the stages, directing artists to and from the stages.
- Other miscellaneous tasks:
 checking on toilet paper for portable toilets;
 keeping ice in coolers;
 helping with event activities; and
 helping with any event issues that might arise.

8. This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any way except by an instrument in writing signed by both parties.

9. Services Non-exclusive: It is expressly agreed that the Contractor may perform services to others during the Term without the prior written approval of the City, provided the provision of services to third parties does not interfere with the performance of the Services hereunder.

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

11. Construction of Agreement: This Agreement shall not be construed more favorably for either party regardless of which party drafted the Agreement. This Agreement sets forth the entire understanding and agreement of the parties and no other written or verbal agreements, representations or inducements have been made or are a part hereof. In the event any provision of this Agreement is determined to be unenforceable, the balance of the Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

"CITY"

"CONTRACTOR"

CITY OF GROVELAND

SRT COMMUNICATIONS & MARKETING, LLC, a
 Florida limited liability company,

By: _____

By: Stephanie Thompson, Manager

Date: _____

Date: _____

EXHIBIT "A"
THE SERVICES

Groveland's July 4th Celebration is a one-day food & music festival conducted in downtown Groveland, Florida, on July 4th, 2016.

STAGE LIGHTING AND SOUND REINFORCEMENT SCOPE OF WORK

Groveland's July 4th Celebration 2016 event will incorporate one outdoor stage covered. The location of the stage(s) to be determined and agreed upon by the City and Contractor. Contractor shall provide the staging, stage lighting and sound reinforcement hereinafter described throughout the Event for the stage(s).

Sound Reinforcement

The sound reinforcement system at each stage must be capable of consistently producing sound pressure levels of not less than 100 dB of full frequency, professional quality, undistorted sound at a distance of one hundred feet (100') from the center of the front of the stage.

Personnel

Not less than one (1) experienced sound engineer available at all time during the operating hours of the festival and one (1) hour prior to the opening each day with knowledge of the use and operation of the console and related equipment provided.

Dedicated personnel to operate the mixing boards and light controller(s) and to focus and adjust lighting as necessary prior to and during the event.

Such additional personnel as required for event load-in and load-out.

Miscellaneous

Contractor shall provide risers to raise mixing station platforms approximately two feet (2') above street level for line of sight connectivity to stage.

Contractor will provide food, ice & water for Contractors and City personnel.

Staging

Contractor will provide one covered main stage with rails and stairs.

Load-in/Load-out Dates

Contractor shall have access as available to each of the stages as soon as they are set up on Saturday, July 2nd, 2016. The event will commence following the completion of the last performance on Monday, July 4th, 2016, and shall be completed and the stages fully vacated by midnight on said date.

THE EVENT:

- Manage, organize, coordinate and oversee the entire July 4th Celebration including but not limited to:
 - Artists
 - Performances
 - Vendors
 - Sponsors
 - Signage
 - Marketing & Advertising
 - Staging
 - Sound
 - Lighting
 - Restrooms
 - Information Booth(s)
 - Hospitality Suite
 - Parking
 - Event Clean up and Break Down
- Determine logistics, personnel, supplies and materials, advertising, how big the event will be, but must at a minimum must include the items described in this Exhibit A:
 - Monday, July 4th 8 a.m. to 11 p.m.
- Develop, screen, and select the music: To include the types of acts and music and how long each will perform and on what stage; however, all acts and music shall be family friendly in presentation and language utilized
- Schedule and manage Music Acts/Stages/Schedules
- Manage Arts and Crafts, Vendors and Sponsorships
- Schedule, prepare and place all advertising for the Event, which at a minimum shall consist of signage, newspaper print advertising, website, radio, television, flyers, and brochures/programs.
- Manage parking and overflow parking. Contractor shall not charge patrons a fee for parking.
- Coordinate with local police and fire department to assure a safe and fun environment for all
- Coordinate and meet with all designated city officials and staff leading up to and on the day of the Event.
- Coordinate with all city department leaders to ensure a safe and successful Event
 - Coordinate and meet with Rebekah Morgan to assure understanding of Event and pending items
- Coordinate and meet all Event servicers
 - Entertainment Companies
 - Set-up of Stages and Sound
 - Classic Cars and Bikes Contractors
 - All Events Vendors and their assigned locations
 - All Events Sponsors
- Provide a Team of experts to work on the day of the Event
 - Team members will be assigned to all designed locations to assure communications with contracted services, vendors, entertainment and volunteers
- Assign locations to all Vendors, Entertainment, Volunteers, City staff workers, and all parties participating in the 2016 July 4th Celebration.
- Prepare a layout for the Event.
- Provider shall release to City a copy of all written and verbal details pertaining to the 2016 July 4th Celebration and Post event report
- No more than 2 food vendors serving the same type of food shall be allowed, and those two must be spaced at least 5 vendors apart.

Artists and Performances

Contractor will contract with, schedule, and coordinate all performing acts & entertainment for the stage(s). Main Stage performance hours will be from 8 am until 11pm on Monday, July 4th. Contractor shall have performances on both stages for the entire Event, except during fireworks.

Organize and Pay for as previously described herein:

- Obtain & Contract with all performers
- Ensure proper licenses for music are obtained and paid
- Obtain Input Lists and Stage Plots for each act
- Develop & Manage performance time lines
- Coordinate performer traffic flow & parking
- Provide a tent/green room at the stage with water
- Any and all equipment, labor, and other necessary items to provide entertainment
- Traffic Flow
- Safety
- Communications
- Merchandising
- Event Activities
- Rental Equipment
- Electricity to Vendors

Other Contractor Functions

Except for Sponsors brought in by The City of Groveland, Contractor will contact, contract with, and manage the following:

- Sponsors
- Vendors
- Signage, Advertising/Marketing – Contractor will provide stage banners, area signs, Radio, TV and Print Advertising for the event. Print Advertising to include brochures/programs, flyers and newspaper ads. City will provide Contractor with all forms of required artwork such as Event and City Logo's.
- Restrooms – Contractor will provide 7 porta potty's and will have them sanitized no less than three times on Monday; Contractor will ensure porta potty's remain stocked with toilet paper
- Information Booth(s) – Contractor will set up and provide personnel for Booth(s)
- Communications – Contractor will provide walkie talkie systems for event management.

Contractor is responsible for oversight and coordination of the following Event Activities, but must meet with and coordinate with the City for their input for the following:

- **Event Activities:**
- Family Feud
- Red, White, and Blue Pie Contest
- Vintage Cars and Bikes Show
- Arts & Crafts Vendors
- Kids Zone
- Food Trucks
- State Board Park
- Watermelon Eating Contest
- Dunk Tank
- Domino Tournament
- Firecracker Pageant
- Most Patriotic Attire Contest

EXHIBIT "B"
THE COMPENSATION

The Contractor shall be paid total compensation for the Services in the aggregate sum of nineteen thousand nine hundred ninety dollars (\$19,990.00). Said sum shall be payable as follows:

- The sum of \$9,995.00 shall be paid at the signing of this contract.
- The sum of \$4,997.50 shall be paid on or before May 6th, 2016.
- The balance of \$4,997.50 on July 7th at the completion of debriefing of event

Contractor shall be solely responsible for all labor, materials and equipment for the stages. The following Expenditures are the sole responsibility of Contractor.

Expenditures:

Live Music:	1,600
Disc Jockey	500
Stage	1,300
Tents	1,150
Sound System	1,750
Car Show	1,500
Marketing: Design, Collateral	2,000
Signage	300
Porta Potties	490
Event Management Team	1,500
Security	375
Communication	270
Medical Aid Station	280
Tables and Chairs	700
Fans	300
Generators	1,800
Food & Beverage	300
Parking Attendants	600
Signage	200
Supervisors	350
Golf Carts (4)	300
Insurance	800
Liability	800
Credentials for event	125

staff	
T-Shirts	300
Miscellaneous	400
Total Expenditures	19,990

EXHIBIT "C"
CONTRACTOR'S FEE SCHEDULE

VENDOR BOOTHS:

Cost:

- 10 x 20 Booth: \$100 without power; \$150 with power
- 10 x 30 Booth: \$200 without power; \$250 with power

EXHIBIT "D"
EVENT TIMELINE (SUBJECT TO CHANGE)

Groveland 4th of July Celebration Timeline

Name of Event: Festival of Fun, Family, and Fireworks

Date of Event: July 4, 2016

Location of Event: Downtown Groveland, FL

Pre-event meeting with SRT Communications

- Planning Meeting, March 24
- Planning Meeting, April 28
- Planning Meeting, May 26
- Planning Meeting, June 9
- Walkthrough, June 30

Planning milestones

- Major Planning Milestones
 - 19 Jan – Request direction for event from Council
 - 1 Feb – 4th of July Workshop
 - 17 Feb – 4th of July Workshop
 - 1 Mar – Submit initial timeline to City Manager
 - 7 Mar – Approval of SRT Communication, LLC contract to Council
 - 7 Mar – Have contract signed, latest date to receive payment 3/18/16
 - 18 Mar – Initial payment of \$9,995
 - 24 Mar – Planning meeting with SRT & key City staff
 - 4 Apr – Provide initial event overview to Council
 - 28 Apr – Planning meeting with SRT & key staff
 - 6 May – Second payment of \$4,997.50 due
 - 11 May – Provide update to City Manager
 - 26 May – Planning meeting with SRT & key City staff
 - 1 June – Provide update to City Manager
 - 9 June - Planning meeting with SRT & key staff
 - 20 June – Provide update to Council (if needed)
 - 30 June – Walkthrough with SRT and key City Staff

- 1 July – City staff will complete any outstanding work identified on 30 June
- 4 July – Event

Post Event Meeting with Event Professional

- July 7
 - 7 July – Debriefing meeting
 - 7 July - Final payment of \$4,997.50 due