

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING  
SCHEDULED TO CONVENE AT 7:00 P.M., TUESDAY, JULY 5, 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**

**Reports**

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

**Consent Agenda**

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

- Approval of City Council Workshop Minutes of May 23, 2016
- Approval of City Council Workshop Minutes of June 20, 2016
- Approval of City Council Meeting Minutes of June 20, 2016
- Approval of City Council Workshop Minutes of June 24, 2016

## **Old Business**

## **New Business**

1. Approval of Ordinance 2016-07-16: Annexation (Villa City) – First Reading
2. Approval of Ordinance 2016-07-17: Large Scale Comprehensive Plan Amendment (Villa City) – First Reading
3. Approval of Professional Services Agreement with Planning Design Group, LLC
4. Resolution 2016-07-19: Supporting Florida Fish and Wildlife Commission's Decision to Not Have a Bear Hunt in 2016 and Urging Prohibition in Future Years
5. Award RFP for Impact Fee Study to Public Resources Management Group, Inc.

## **Public Comment\***

## **Announcements**

## **Adjournment**

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

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

**City of Groveland**  
Workshop Minutes  
**City Council**  
Monday, May 23, 2016

The Groveland City Council met in a workshop on Monday, May 23, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 5:40pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson. Council Member John Griffin was absent.

**AGENDA**

**1. Discussion of Location of Municipal Complex**

*City Manager, Redmond Jones gave a presentation regarding the future location of a Municipal Complex.*

*Chief Willie Morgan discussed current response times for the Groveland Fire Department and provided Council with a map outlining the volume of calls in our area and response times from Station 95, in addition to Clermont Fire Department responses into Groveland.*

*Consensus from Council to apply the 150,000.00 that was set aside for design for the Public Safety Complex be applied to the tractor supply location for a future Fire Station.*

*Consensus from Council to have staff bring back to City Council in the form of an ordinance or resolution to select location for a Municipal Complex.*

**2. Discussion of Goal Setting Resolution**

*Consensus from Council to table item two and bring back to Council at a future workshop in addition to other workshop items for discussion.*

**PUBLIC COMMENT**

**ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 6:40pm.*



Attest:

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Tim Loucks, Mayor

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Lisa Cortese, Acting City Clerk

***City of Groveland***  
Workshop Minutes  
**City Council**  
Monday, June 20, 2016

The Groveland City Council met in a workshop on Monday, June 20, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:00pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson. Council Member John Griffin was absent.

**AGENDA**

**1. Discussion of 3-Year Term for Council Members**

*The Council discussed term options at length.*

*City Attorney, Anita Geraci-Carver answered questions from staff and Council and provided an Election Schedule outlining 2-year term years and 3-year term years for each district.*

*City Attorney, Anita Geraci-Carver stated she would bring back additional information to Council regarding election timelines for other congressional seats at the next Council meeting.*

**PUBLIC COMMENT**

**ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 6:25pm.*



Attest:

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

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

# ***City of Groveland***

Minutes

## **City Council Meeting**

Monday, June 20, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, June 20, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:30 pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt, and John Griffin. City officials present were City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese and Sergeant-at-Arms Chief M. Smith Tennyson.

### **OPENING CEREMONIES**

The meeting opened with the Pledge of Allegiance led by Vice Mayor Karen McMican. The invocation was given by Gerry Littlejohn.

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

- **Pastor Tony McCoy Police Department Acknowledgement**  
*Pastor Tony McCoy will be addressing the Council at a later date.*
- **SRT Update July 4<sup>th</sup> 2016 Celebration**  
*Stephanie Thompson from SRT Communications updated the Council on the upcoming July 4<sup>th</sup> timeline and festivities.*

### **REPORTS**

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

- Council Member Dina Sweatt reported that she attended the Lake County League of Cities Luncheon on June 10<sup>th</sup>.
- Council Member Mike Radzik reported that on July 1<sup>st</sup> he will be meeting with the juice factory owners to discuss design options. Mr. Radzik asked Council to consider placing signs outside City Hall, Puryear Building, and Lake David Center indicating bags are subject to being checked upon entering these facilities in light of the recent events that took place in Orlando.  
*Consensus from Council to have staff bring back documentation outlining the legalities associated with posting a bag check sign outside city buildings as an item on the next Council meeting.*  
Council Member Mike Radzik reported that he spoke with Sheriff Gary S. Borders and his General Counsel, David Porter last Thursday evening with regards to assisting the City in doing a policy, procedures, and best practices review.  
*Consensus from Council to have staff move forward with a policy, procedure, and best practice review assisted by Sheriff Gary S. Borders.*
- Vice Mayor Karen McMican reported that on June 16<sup>th</sup> she toured the Niagara Bottling Plant and indicated that tours are open to the public.
- Mayor Tim Loucks reported that at the last City Council meeting he made an announcement that he would be running for reelection for the City of Groveland. He has decided that he will not be running for reelection for the City of Groveland as he indicated previously but will be running for County Commissioner, District 1.

**b. City Manager**

City Manager Redmond Jones gave his written report and updates.

**c. City Attorney**

City Attorney, Anita Geraci-Carver reported that the deadline to submit a referendum to the Supervisors of Elections is close of business on Friday Sept 2, 2016.

Mrs. Geraci-Carver also reported the contract with ATS is a five-year term, the contract was signed and effective October 17<sup>th</sup> 2011. The five-year term began from the date when the first notice of violation was issued. Mrs. Geraci-Carver is currently working with Chief Tennyson to determine when the first notice of violation was issued as to determine when the five-year term expires. Once this is determined the city has to give a 90 days' advance notice if the city decides not to go forward, therefore the City Attorney will discuss with Chief Tennyson and the City Manager, Redmond Jones and bring back on a future Agenda.

**d. Citizen Advisory Committee**

*Council Member John Griffin left the meeting at 8:15pm*

**CONSENT AGENDA**

*Council Member Dina Sweatt moved to table items 3. and 4. and schedule a workshop to discuss both items; seconded by Council Member Mike Radzik.  
The motion was approved with all members present voting aye*

**Approval of City Council Agenda Review Meeting Minutes 06-02-16**

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

**Approval of City Council Workshop Meeting Minutes 06-08-16**

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

**Approval of City Council Meeting Minutes 06-08-16**

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

**OLD BUSINESS**

**1. Ordinance 2016-05-14: Southgate Easement Vacation – Second Reading**

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

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

**NEW BUSINESS**

- 2. Approval of Donation of \$1000.00 to the Friends of the Marion Baysinger Memorial Library**  
*Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt.*  
*The motion was approved with all members present voting aye.*
- 3. Award of RFP for Impact Fee Study to Public Resources Management Group, Inc.**  
*Tabled*
- 4. Award of RFP for Utility Rate Study to Public Resources Management Group, Inc.**  
*Tabled*
- 5. Approval of Resolution 2016-05-14: Affirmation of City-wide Goals**  
*Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.*  
*The motion was approved with all members present voting aye.*
- 6. Authorize Staff to Advertise an RFP for the Council Chambers Sound System**  
*Council Member Mike Radzik moved to approve; Mayor Tim Loucks passed the gavel to Vice Mayor Karen McMican in order to second the motion.*  
*The motion was approved with all members present voting aye.*
- 7. Approval of Rockers Lockers Site Plan**  
*Council Member Dina Sweatt moved to table this item; seconded by Vice Mayor Karen McMican.*  
*The motion was approved with all members present voting aye.*
- 8. Approval of Trilogy Phase V Final Plat**  
*Council Member Mike Radzik moved to approve; seconded by Vice Mayor Karen McMican.*  
*The motion was approved with all members present voting aye.*
- 9. Approval of Modification 2 to Subgrant Agreement between Department of Economic Opportunity and the City of Groveland**  
*Council Member Dina Sweatt moved to approve; seconded by Council Member Mike Radzik.*  
*The motion was approved with all members present voting aye.*
- 10. Approval of Interlocal Agreement Between Lake County and the City of Groveland Relating to H.O.M.E. Investment Partnership Consortium Agreement**  
*Council Member Dina Sweatt moved to approve; seconded by Council Member Mike Radzik.*  
*The motion was approved with all members present voting aye.*

**PUBLIC COMMENT**

## ANNOUNCEMENTS

Council Member Dina Sweatt announced in light of the events that took place in Orlando on June 12<sup>th</sup> 2016 she is requesting that the City have a vigil on July 4<sup>th</sup> 2016 at Lake David Park, releasing 49 air candle lanterns over Lake David honoring the victims of the Orlando shooting. Mrs. Sweatt indicated she will be purchasing the lanterns.

*Consensus from City Council to move forward with a vigil honoring the Orlando shooting victims, releasing 49 air candle lanterns at Lake David Park during the July 4<sup>th</sup> 2016 Celebration.*

*Consensus from Council to meet in a workshop at 3:00pm on June 24th, 2016 at the Lake David Center located at 450 S. Lake Avenue, to discuss the RFP's for the Impact Fee Study and Utility Rate Study.*

## ADJOURNMENT

*Mayor Tim Loucks adjourned the meeting at 9:30pm.*

Attest:



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Tim Loucks, Mayor

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Lisa Cortese, Acting City Clerk

**City of Groveland**  
Workshop Minutes  
**City Council**  
Friday, June 24, 2016

The Groveland City Council met in a workshop on Friday, June 24, 2016 in the Lake David Center located at 450 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 3:15pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Sgt. Stephanie Crews. Vice Mayor Karen McMican and Council Member John Griffin were absent.

**AGENDA**

**1. Utility Rate Study**

*Council and staff discussed this item at length.*

*It was determined that the RFP for the Utility Rate Study will be revised to request identification of methodology and to make a distinction between Capital Improvement Projects related to growth and maintenance.*

**2. Municipal and Utility Impact Fee Study**

*Council and staff discussed this item at length.*

*The RFP for the Impact Fee Study will be awarded at the July 5<sup>th</sup> 2016 City Council meeting.*

**PUBLIC COMMENT**

**ADJOURNMENT**

*Mayor Tim Loucks adjourned the meeting at 5:04pm.*



Attest:

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

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



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** July 5, 2016

**ITEM NUMBER:** 1

**AGENDA ITEM:** Ordinance 2016-07-16 – Annexation of Villa City Project

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

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

**DATE:** June 27, 2016

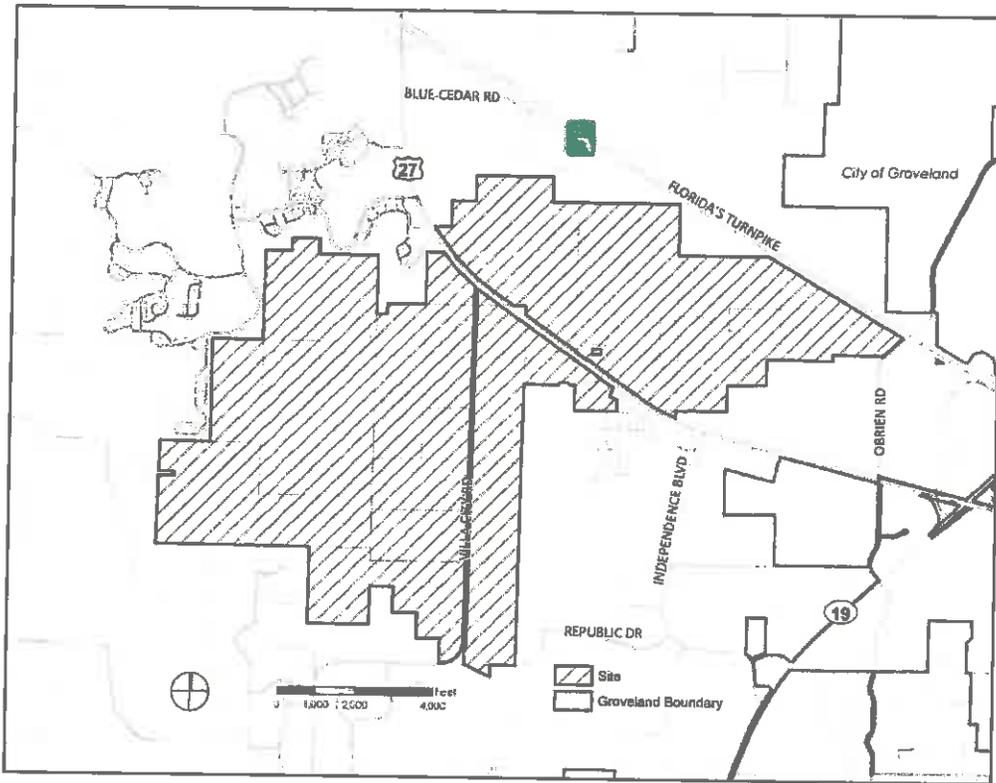
**BACKGROUND:** A number of owners are proposing to develop the Villa City project within the City of Groveland. Currently the properties are located in unincorporated Lake County. The properties are located within the City's planning area and 180 utility district as identified in the Interlocal Service Boundary Agreement. The Villa City annexations are voluntary annexations and meet the criteria as established in the ISBA. The properties to be considered for annexation are contiguous to the City of Groveland municipal boundaries and are reasonably compact. A number of enclaves are created within the area to be annexed. Consistent with the ISBA, if the City annexes, then the City must provide services to the properties within the enclaves. Additionally, as required by the ISBA, the City will provide written notice to the owners of any property within the enclave, by first class mail, advising them of the public hearing to be held on the annexation at second reading, and giving the owners an opportunity to comment publically at the adoption hearing. Prior to the adoption hearing the City will also provide the required public notice and notice to the Lake County Board of County Commissioners.

Should this ordinance be approved by the Groveland City Council, approximately 2,467 +/- acres will be annexed into the City of Groveland. In a separate ordinance, the applicants also seek a future land use designation of Master Planned Community, a new future land use designation for the City, the details of which are set forth below:

<u>Master Planned Community (MPC)</u>	<u>Up to 5.0 dwelling units per acre. Non-residential uses – the maximum floor area ratio is 1.00.</u> <u>Impervious surface coverage will be regulated at the PUD level in accordance with the provisions of Policy 1.1.16</u>
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*"The city with a future, watch us grow!"*

Figure 1: Subject Property



The applicant also seeks a PUD zoning. The PUD zoning will be heard at a future meeting and will incorporate into it a Development Agreement setting forth the specific requirements for the project.

**STAFF RECOMMENDATION:** Approve Ordinance 2016-07-16

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

**ORDINANCE 2016-07-16**

**AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044 AND SECTION 171.204, FLORIDA STATUTES (2016); ANNEXING 2,467 +/- ACRES OF REAL PROPERTY NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF GROVELAND; PROVIDING FOR FINDINGS; PROVIDING A LEGAL DESCRIPTION AND A MAP; DIRECTING THE CITY MANAGER TO RECORD CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL WITH THE CLERK OF THE CIRCUIT COURT, THE COUNTY MANAGER OF LAKE COUNTY, AND THE SECRETARY OF THE STATE OF FLORIDA; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; SETTING AN EFFECTIVE DATE.**

**WHEREAS**, Floribra – Villa City IA, LLC, a property owner in an unincorporated area of Lake County, has petitioned the City Council, Groveland, Florida, to annex property into the City of Groveland; and

**WHEREAS**, the property, as hereafter defined, has become eligible for annexation with the approval of the Interlocal Service Boundary Agreement dated February 15, 2013, entered into by and between the City of Groveland, City of Clermont, City of Mascotte, Town of Howey-In-The-Hills, City of Minneola, City of Leesburg and Lake County, as amended, (the “Interlocal Agreement”); and

**WHEREAS**, the City Council has determined that the area proposed for annexation meets the requirements of §171.044 and §171.204; and

**WHEREAS**, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

**WHEREAS**, all other procedural and notice requirements mandated by State law and the City’s Code of Ordinances, and the ISBA have been followed and satisfied; and

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

**Section 1: Legislative Findings.** The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

**Section 2: Annexation.** The corporate limits of the City of Groveland, Florida, are hereby extended and increased so as to include and embrace within the corporate limits of the City of Groveland, the real property described as:

**Alternate Key Numbers**

1024471  
1024501  
1024510  
1024544  
1024552  
1024561  
1024579  
1024587  
1024595  
1024935  
1024943  
1035767  
1063639  
1068479  
1068509  
1084954  
1088437  
1210810  
1297796  
1297834  
1383650  
1390745  
1390761  
1390770  
1390818  
1390851  
1390877  
1587166  
1756791  
1781272  
2831154  
3781209  
3781210  
3781211  
3781212  
3781213  
3783126  
3783127  
3793849  
3882756

**Parcel ID Numbers**

16-21-25-000300000400  
17-21-25-000400000500  
17-21-25-000400000600  
18-21-25-000300001100  
18-21-25-000300001200  
19-21-25-000100000100  
20-21-25-000100000300  
20-21-25-000200000902  
20-21-25-000200000903  
30-21-25-000200000500  
30-21-25-000200000600  
24-21-24-000100000100  
17-21-25-000300000401  
13-21-24-000400000600  
24-21-24-000100000200  
20-21-25-000100000200  
13-21-24-000400000601  
30-21-25-000200000400  
24-21-24-000300000400  
25-21-24-000100000200  
24-21-24-000400000500  
17-21-25-000400000700  
17-21-25-000300000402  
17-21-25-000200000400  
18-21-25-000100000200  
19-21-25-000200000300  
20-21-25-000200000700  
30-21-25-000100000300  
20-21-25-000200000800  
20-21-25-000200000600  
20-21-25-000200001000  
24-21-24-000400001100  
18-21-25-000400001700  
18-21-25-000400001800  
19-21-25-000100000500  
19-21-25-000200000700  
18-21-25-000400001900  
18-21-25-000300002000  
18-21-25-000400002100  
30-21-25-000200002900

A total of 40 parcels consisting of 2,467 acres, more particularly described as follows:

**Legal Description:** See attached **Exhibit A (the “Properties”)**.

The Properties are hereby annexed and declared to be a part of the City of Groveland. The Properties are depicted in the map attached hereto as **Exhibit B**.

**Section 3: Applicability and Effect.** Upon this Ordinance becoming effective, the properties annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Groveland, and shall be entitled to the same privileges and benefits as other parts of the City of Groveland upon the effective date of the annexation.

**Section 4: Directions.** In accordance with Section 171.044(3), Florida Statutes (2016) within seven (7) days of the adoption of this Ordinance, certified copies of this shall be provided to the Clerk of the Circuit Court (Recording), and the Secretary of State of the State of Florida. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area.

**Section 5: Conflicts.** All ordinances and parts of ordinances to the extent in conflict with this Ordinance are hereby repealed.

**Section 6: Severability.** If any provision or portion of this ordinance is declared by any court 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 7: Scrivener’s Errors.** Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

**Section 8: Effective Date.** This ordinance shall become effective immediately upon passage by the City Council of the City of Groveland in accordance with law.

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:

\_\_\_\_\_  
Acting City Clerk/City Clerk



Approved as to form and legality:

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

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

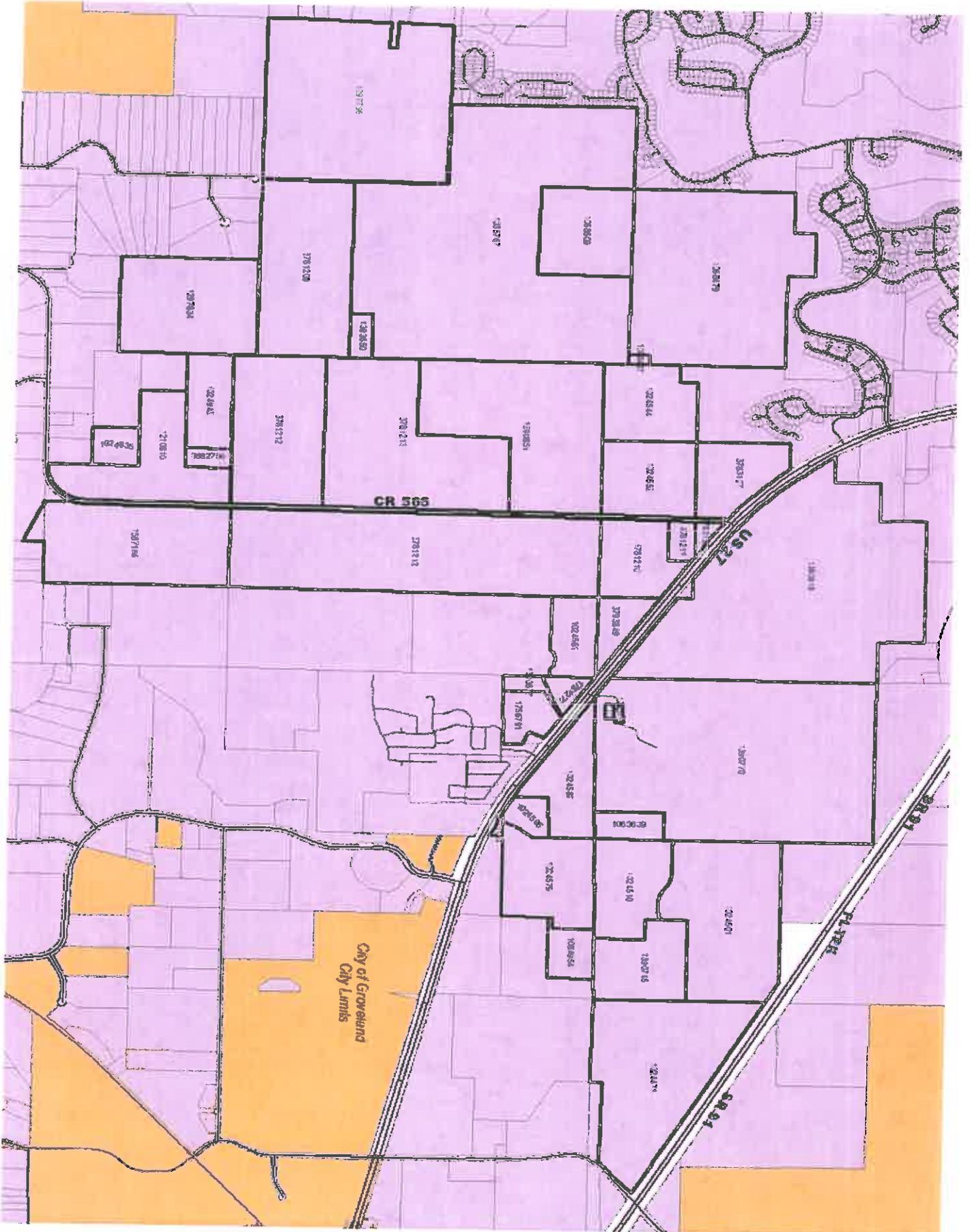
Council Member \_\_\_\_\_ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member \_\_\_\_\_ and upon roll call on the motion the vote was as follows:

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

**EXHIBIT A**

**Metes and bounds legal descriptions attached.**

EXHIBIT B



Alternate Key Numbers

1024471  
1024501  
1024510  
1024544  
1024552  
1024561  
1024579  
1024587  
1024595  
1024935  
1024943  
1035767  
1063639  
1068479  
1068509  
1084954  
1088437  
1210810  
1297796  
1297834  
1383650  
1390745  
1390761  
1390770  
1390818  
1390851  
1390877  
1587166  
1756791  
1781272  
2831154  
3781209  
3781210  
3781211  
3781212  
3781213  
3783126  
3783127  
3793849  
3882756

Parcel ID Numbers

16-21-25-000300000400  
17-21-25-000400000500  
17-21-25-000400000600  
18-21-25-000300001100  
18-21-25-000300001200  
19-21-25-000100000100  
20-21-25-000100000300  
20-21-25-000200000902  
20-21-25-000200000903  
30-21-25-000200000500  
30-21-25-000200000600  
24-21-24-000100000100  
17-21-25-000300000401  
13-21-24-000400000600  
24-21-24-000100000200  
20-21-25-000100000200  
13-21-24-000400000601  
30-21-25-000200000400  
24-21-24-000300000400  
25-21-24-000100000200  
24-21-24-000400000500  
17-21-25-000400000700  
17-21-25-000300000402  
17-21-25-000200000400  
18-21-25-000100000200  
19-21-25-000200000300  
20-21-25-000200000700  
30-21-25-000100000300  
20-21-25-000200000800  
20-21-25-000200000600  
20-21-25-000200001000  
24-21-24-000400001100  
18-21-25-000400001700  
18-21-25-000400001800  
19-21-25-000100000500  
19-21-25-000200000700  
18-21-25-000400001900  
18-21-25-000300002000  
18-21-25-000400002100  
30-21-25-000200002900

*First American Title Insurance Company*

**SCHEDULE A (Continued)**

Issuing Office File No.: 2037-3581150

THAT PART OF SECTIONS 18 AND 19, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19 BEING A 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION NUMBER) AND RUN S00°40'35"W ALONG THE EAST LINE OF SAID SECTION 19 FOR A DISTANCE OF 27.04 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 (STATE ROAD NO. 25) (A 200 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE S00°40'35"W ALONG SAID EAST LINE FOR A DISTANCE OF 637.03 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE RUN N89°46'41"W ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 113.55 FEET; THENCE RUN N54°35'13"W FOR A DISTANCE OF 103.53 FEET; THENCE RUN N77°47'22"W FOR A DISTANCE OF 111.43 FEET; THENCE RUN S70°42'25"W FOR A DISTANCE OF 91.32 FEET; THENCE RUN S35°24'47"W FOR A DISTANCE OF 64.00 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN N89°46'41"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 899.85 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN N00°38'38"E ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 662.76 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE RUN N00°08'59"E ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 894.68 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE RUN S55°07'07"E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 1618.49 FEET TO THE POINT OF BEGINNING.

# *First American Title Insurance Company*

## **SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581088**

**Parcel A:**

The property in Section 18, Township 21 South, Range 25 East, Lake County, Florida described as:

The South  $\frac{1}{4}$  of the East  $\frac{1}{2}$  of Government Lot 4 (LESS right of way for State Road No. 565).

**Parcel B:**

The Northeast of the Southwest  $\frac{1}{4}$  (Also sometimes described as the East  $\frac{1}{2}$  of Government Lot 3) and that part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all lying South and West of U.S. Highway 27 and West of Villa City Road, LESS AND EXCEPT therefrom all existing road rights-of-way, Section 18, Township 21 South, Range 25, East Lake County, Florida.

**Parcel C:**

That part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  lying South and West of U. S. Highway 27 and East of Villa City Road, LESS AND EXCEPT therefrom all existing road rights-of-way, Section 18, Township 21 South, Range 25 East, Lake County, Florida.

**Parcel D:**

The West 704.59 feet of the North 369.50 feet of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , LESS AND EXCEPT therefrom all existing road rights-of-way, Section 18, Township 21 South, Range 25 East, Lake County, Florida.

**Parcel E:**

The North  $\frac{3}{4}$  of the East  $\frac{1}{2}$  of Government Lot 4, Section 18, Township 21 South, Range 25 East, Lake County, Florida (LESS right of way for State Road No. 565).

# *First American Title Insurance Company*

## **SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581095**

**PARCEL A:**

THE EAST 150 FEET OF THE SOUTH 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

**PARCEL B:**

THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THE EAST 150 FEET OF THE NORTH 400 FEET; ALSO LESS THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND ALSO LESS THE EAST 150 FEET OF THE SOUTH 300 FEET THEREFROM.

**PARCEL C:**

THE PROPERTY IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA (LESS RIGHTS-OF-WAY FOR U.S. HIGHWAY 27 AND STATE ROAD NO. 565), DESCRIBED AS:

WEST 1/2 OF GOVERNMENT LOT 4, LESS THE NORTH 250 FEET OF THE WEST 275 FEET THEREOF.

**PARCEL D:**

THE PROPERTY IN SECTION 24, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS:

THE WEST 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, LESS THE WEST 10 FEET THEREOF; AND

THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND

THE EAST 1/2 OF THE NORTHEAST 1/4; AND

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND

THE EAST 1/2 OF THE NORTHWEST 1/4, LESS THE SOUTH 10 FEET OF THE WEST 670 FEET OF THE EAST 3/4 OF THE NORTH 1/2.

**PARCEL E:**

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

**PARCEL F:**

THE PROPERTY IN SECTION 19, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA (LESS

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RIGHT-OF-WAY FOR STATE ROAD NO. 565 DESCRIBED AS:

GOVERNMENT LOT 1; AND

THE WEST 1/2 OF GOVERNMENT LOT 2.

# First American Title Insurance Company

## SCHEDULE A (Continued)

Issuing Office File No.: **2037-3581080**

A parcel of land being situated in Sections 17 and 20, Township 21 South, Range 25 East, Lake County, Florida, more particularly described as follows:

Commencing at the North 114 corner of Section 20, Township 21 South, Range 25 East; thence run South 89°41'27" West along the North line of the Northwest 1/4 of said Section 20 for a distance of 443.01 feet to the POINT OF BEGINNING; thence departing said North line, run North 00°03'06" East for a distance of 984.02 feet; thence run North 89°41'27" East for a distance of 443.01 feet to the West line of the Southeast 1/4 of Section 17, Township 21 South, Range 25 East; thence run North 00°03'06" East along said West line for a distance of 36.26 feet to a point on the South line of Creek and Marsh in the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence departing said West line, run along the said South line of the Creek and Marsh the following Courses and Distances: thence run North 74°07'30" East for a distance of 107.81 feet; thence run North 74°55'24" East for a distance of 104.94 feet; thence run North 75°28'01" East for a distance of 114.40 feet; thence run South 87°52'24" East for a distance of 18.60 feet; thence run South 05°51'43" East for a distance of 69.02 feet; thence run South 87°43'20" East for a distance of 101.87 feet; thence run South 86°03'35" East for a distance of 81.00 feet; thence run South 70°53'23" East for a distance of 55.65 feet; thence run South 55°42'04" East for a distance of 92.59 feet; thence run South 41°35'42" East for a distance of 87.98 feet; thence run South 28°34'02" East for a distance of 81.31 feet; thence run South 16°57'43" East for a distance of 113.85 feet; thence run South 04°55'52" East for a distance of 188.19 feet; thence run South 33°33'03" East for a distance of 22.19 feet; thence run South 52°20'25" East for a distance of 31.48 feet; thence run South 69°32'51" East for a distance of 50.11 feet; thence run North 86°30'53" East for a distance of 106.51 feet; thence run North 88°13'31" East for a distance of 46.04 feet; thence run North 74°17'45" East for a distance of 46.00 feet; thence run North 57°50'58" East for a distance of 58.53 feet; thence run North 43°27'40" East for a distance of 86.75 feet; thence run North 26°08'14" East for a distance of 193.83 feet; thence run North 78°22'28" East for a distance of 57.30 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence departing said South line of the Creek and Marsh, run South 00°00'38" East along said East line for a distance of 38.41 feet; thence departing said East line, run South 89°57'56" East for a distance of 320.00 feet; thence run South 00°00'38" East for a distance of 730.00 feet to the North line of the Northeast 1/4 of the aforesaid Section 20; thence run South 89°57'56" East along said North line for a distance of 670.33 feet; thence departing said North line, run South 01°30'45" West for a distance of 663.24 feet; thence run North 89°50'07" West for a distance of 990.27 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 20; thence run South 01°30'45" West along said West line for a distance of 660.99 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; thence departing said West line, run North 89°42'14" West along the South line of said Northwest 1/4 of Northeast 1/4 for a distance of 1316.68 feet to the Southwest corner of said Northwest 114 of Northeast 1/4; thence departing said South line, run South 00°50'20" West along the East line of the Northwest 1/4 of said Section 20 for a distance of 170.66 feet to the Northerly right of way line of State Road 25 (also known as U.S. highway 27), said point also being on a curve, concave Northeasterly, and having a radius of 5661.65 feet, a chord bearing of North 60°46'10" West, and a chord distance of 1101.36 feet; thence run along the arc of said curve, and said Northerly right of way line, through a central angle of 11°09'48" for a distance of 1103.10 feet to the point of tangency; thence run North 55°11'16" West, along said Northerly right of way line, for a distance of 1639.17 feet to the intersection of said Northerly right of way line with the aforesaid North

## *First American Title Insurance Company*

line of the Northwest 1/4 of Section 20; thence departing said Northerly right of way line, run North 89°41'27" East for a distance of 1885.70 feet to the POINT OF BEGINNING.

# *First American Title Insurance Company*

## **SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581050**

**Parcel 1:**

The North 3/4 of the East 1/2 of the Northeast 1/4, less the North 10 feet thereof, and less the South 317.36 feet of the North 327.36 feet of the East 10 feet, of Section 25, Township 21 South, Range 24 East, Lake County Florida.

**Parcel 2:**

The West 1/2 of the Northwest 1/4 of the East 1/2 of Government Lot 1, and the North 1/2 of the West 1/2 of Government Lot 1, less the North 10 feet thereof of Section 30, Township 21 South, Range 25 East, Lake County Florida.

**Parcel 3:**

The Northwest 1/4 of the East 1/2 of Government Lot 2, and the East 1/2 of the Northwest 1/4 of the East 1/2 of Government Lot 1, less the North 10 feet, Section 30, Township 21 South, Range 25 East, of the public records of Lake County Florida.

**Parcel 4:**

The East 3/4 of the South 1/2 of Government Lot 1, less the road, Northeast 1/4 of the East 1/2 of Government Lot 1. Less North 10 feet and less the road, the East 1/4 of the Government Lot 2, less the road, Section 30, Township 21 South, Range 25 East Lake County Florida, less any portion thereof lying Southeasterly of the road.

Less that portion conveyed to the State of Florida by Deed recorded May 18, 1956 in Book 383, Page 123.

# First American Title Insurance Company

## SCHEDULE A (Continued)

Issuing Office File No.: **2037-3581102**

That part of Section 20, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

Commence at a 4" x 4" concrete monument (no identification number) at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 21 South, Range 25 East, and run S00°41'59"W along the West line of said Northwest 1/4 of the Northwest 1/4 for a distance of 27.03 feet to a found 4" x 4" concrete monument (no identification number) on the Southwesterly right-of-way line of U.S. Highway No. 27 (a 200' wide right-of-way), also being the POINT OF BEGINNING; thence continue S00°41'59"W along said West line for a distance of 1301.10 feet to a found 4" x 4" concrete monument (no identification number) at the Southwest corner of said Northwest 1/4 of the Northwest 1/4; thence run N89°51'42"E along the South line of said Northwest 1/4 of the Northwest 1/4 for a distance of 1132.50 feet to a found 4" x 4" concrete monument (no identification number); thence run N00°43'09"E along the West line of the East 200.00 feet of said Northwest 1/4 of the Northwest 1/4 for a distance of 270.37 feet to a found 4" x 4" concrete monument (no identification number), said monument lying S00°43'09"W a distance of 245.00 feet from the aforesaid Southwesterly right-of-way line; thence run N63°15'19"W for a distance of 241.81 feet to a found 1" x 1" angle iron; thence run N28°05'40"E for a distance of 238.62 feet to a found 4" x 4" concrete monument (no identification number) on the aforesaid Southwesterly right-of-way line; thence run N55°07'07"W along said right-of-way line for a distance of 1239.05 feet to the POINT OF BEGINNING.

AND:

That part of Section 20, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

Commence at a 4" x 4" concrete monument (no identification number) at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 21 South, Range 25 East, and run S00°41'59"W along the West line of said Northwest 1/4 of the Northwest 1/4 for a distance of 27.03 feet to a found 4" x 4" concrete monument (no identification number) on the Southwesterly right-of-way line of U.S. Highway No. 27 (a 200' wide right-of-way); thence continue S00°41'59"W along said West line for a distance of 1301.10 feet to a found 4" x 4" concrete monument (no identification number) at the Southwest corner of said Northwest 1/4 of the Northwest 1/4; thence run N89°51'42"E along the South line of said Northwest 1/4 of the Northwest 1/4 for a distance of 1132.50 feet to a found 4" x 4" concrete monument (no identification number); thence run N00°43'09"E along the West line of the East 200.00 feet of said Northwest 1/4 of the Northwest 1/4 for a distance of 270.37 feet to a found 4" x 4" concrete monument (no identification number), said monument lying S00°43'09"W a distance of 245.00 feet from the aforesaid Southwesterly right-of-way line and being the POINT OF BEGINNING; thence run N63°15'19"W for a distance of 241.81 feet to a found 1" x 1" angle iron; thence run N28°05'40"E for a distance of 238.62 feet to a found 4" x 4" concrete monument on the aforesaid Southwesterly right-of-way line; thence run S25°02'36"W for a distance of 237.00 feet to a set 1/2" diameter iron rod with cap number LB68; thence run S62°50'24"E for a distance of 229.16 feet to the POINT OF BEGINNING.

# *First American Title Insurance Company*

## **SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581099**

Parcel A:

The Southeast 1/4 of the Northwest 1/4 (otherwise sometimes described as East 1/2 of Government Lot 2), Section 19, Township 21 South, Range 25 East, Lake County, Florida, LESS road right-of-way for C-565 conveyed in Deed Book 382, Page 509, Public Records of Lake County, Florida.

Parcel B:

The North 1/2 of the Southwest 1/4, Section 19, Township 21 South, Range 25 East, Lake County, Florida, LESS right-of-way for C-565 conveyed in Deed Book 383, Page 121, Public Records of Lake County, Florida.

Parcel C:

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 24, Township 21 South, Range 24 East, Lake County, Florida.

*First American Title Insurance Company*

**SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581035**

The West 1/2 of the Northeast 1/4 of Section 30, Township 21 South, Range 25 East, Lake County, Florida.

and

Begin at the Northwest corner of the Southeast 1/4 of Section 30, Township 21 South, Range 25 East, Lake County, Florida; thence N. 89°35'07" E, a distance of 668.25 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4; thence S. 00°10'48" W, along the Easterly line of the said Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4, a distance of 300.00 feet; thence N. 66°08'20" W, a distance of 729.65 feet to the POINT OF BEGINNING.

LESS right-of-way for Villa City Road recorded March 30, 1956 in Deed Book 381, Page 109, Public Records of Lake County, Florida.

# *First American Title Insurance Company*

## **SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3580997**

The West 1/2 of the Northeast 1/4 of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) foot Right-of-Way as now laid out.

Together with:

The West 1/2 of the Southeast 1/4 of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) foot Right-of-Way as now laid out.

Together with:

The South 1/2 of the Southwest 1/4 of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) foot Right-of-Way as now laid out.

# *First American Title Insurance Company*

## **SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581005**

The Southwest 1/4 of Section 24, Township 21 South, Range 24 East, Lake County, Florida, LESS that part thereof described as follows:

Commencing at the Northwest corner of said Section 24, thence South 00°27'06" East (all bearings mentioned herein are assumed), along the West line of said Section 24, a distance of 2646.56 feet to the West 1/4 corner of said Section 24; thence South 00°23'19" East, a distance of 792.07 feet to the Point of Beginning; thence continue South 00°23'19" East, a distance of 100.14 feet; thence South 87°18'48" East, a distance of 410.35 feet; thence North 02°41'12" East a distance of 100 feet; thence North 87°18'48" West, a distance of 415.73 feet to the Point of Beginning.

*First American Title Insurance Company*

**SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581026**

That portion of Section 18, Township 21 South, Range 25 East described as follows:

The East 1/4 of Government Lot 2; The Southwest 1/4 of the East 1/2 of Government Lot 2 lying Northeasterly of U.S. Highway 27; The East 1/2 of Government Lot 3 lying Northeasterly of U.S. Highway 27; The East 1/2 of the Southeast 1/4 of said Section 18, lying Northeasterly of U.S. Highway 27; The Northwest 1/4 of the Southeast 1/4 of said Section 18 lying Northeasterly of U.S. Highway 27; The South 1/2 of the Northeast 1/4 of said Section 18; The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 18; The Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 18 all lying in Lake County, Florida.

*First American Title Insurance Company*

**SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3580992**

The Southwest 1/4 of the Southeast 1/4 of Section 18, Township 21 South, Range 25 East, Lake County, Florida:

LESS that portion of said Southwest 1/4 of the Southeast 1/4 lying Northeasterly of U S Highway 27.

LESS that Right-of-Way for U S Highway 27 thereof.

LESS that certain parcel being described as follows:

That portion of the Southwest 1/4 of the Southeast 1/4 of said Section 18, Township 21 South, Range 25 East being West 704.59 feet of the North 369.50 feet thereof, Lake County, Florida and being subject to County Road 565, an Eighty (80) foot Right-of-Way as now laid out.

*First American Title Insurance Company*

**SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581013**

The South 1/2 of the Southeast 1/4 of Section 24, Township 21 South, Range 24 East, Lake County, Florida.

Subject to road right-of-way along West boundary.

*First American Title Insurance Company*

**SCHEDULE A (Continued)**

Issuing Office File No.: **2037-3581144**

PARCEL 1:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING SOUTH OF THE FLORIDA TURNPIKE AND NORTHWESTERLY OF O'BRIEN ROAD, LESS THE SOUTH 5 ACRES THEREOF.

AND

THE WEST 1/2 OF THE SOUTHWEST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE.

AND

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE AND NORTHWEST OF O'BRIEN ROAD.

AND

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE.

ALL LYING AND BEING IN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTH 1/2 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE AND THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF THE CREEK AND MARSH, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA;

LESS: THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27;

LESS: THE SOUTH 984 FEET OF THE EAST 443 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4;

LESS: FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN EAST ALONG SECTION LINE 666 FEET; THENCE NORTH 00°22'30" WEST, 140.7 FEET; THENCE SOUTH 88°53'30" WEST 118.8 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°53'30" WEST 118.8 FEET; THENCE NORTH 00°22'30" WEST 120 FEET; THENCE NORTH 88°53'30" EAST 118.8 FEET; THENCE SOUTH 00°22'30" EAST 120 FEET TO THE POINT OF BEGINNING.

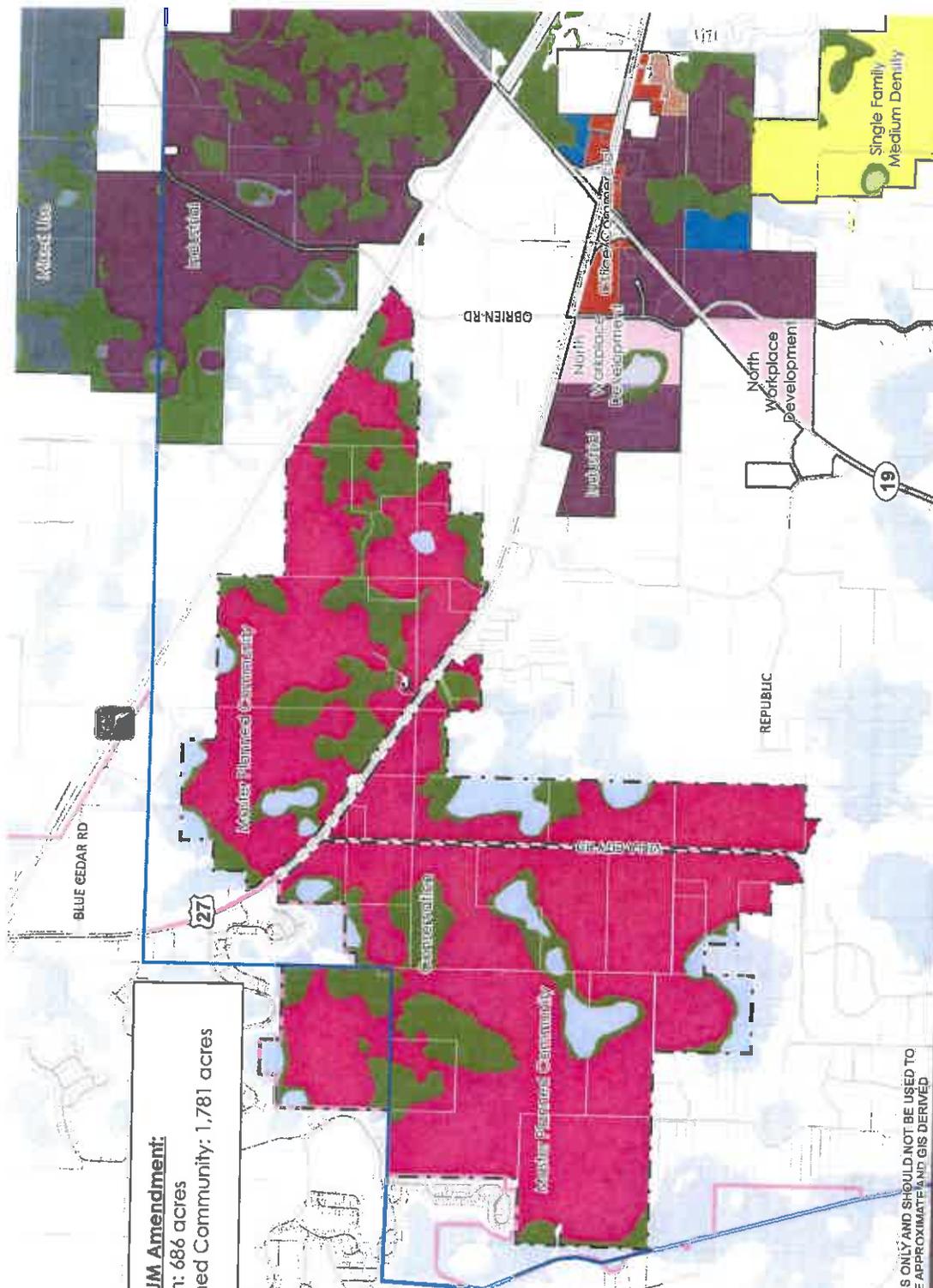
LESS: FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE

## *First American Title Insurance Company*

COUNTY, FLORIDA, RUN EAST ALONG SECTION LINE 666 FEET; THENCE NORTH 00°22'30" WEST 140.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°53'30" WEST 118.8 FEET; THENCE NORTH 00°22'30" WEST 120 FEET; THENCE NORTH 88°53'30" EAST 118.8 FEET; THENCE SOUTH 00°22'30" EAST 120 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE WEST 320 FEET OF THE SOUTH 700 FEET, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.



**Proposed FLUM Amendment:**  
 Conservation: 686 acres  
 Master Planned Community: 1,781 acres

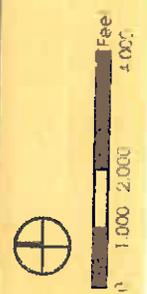
**Legend**

**Groveland Future Land Use**

- Single Family Medium Density
- Office/Commercial
- Mixed Use
- North Workplace Dev
- Industrial
- Public
- Conservation
- Proposed Master Planned Community
- Water
- North Overlay
- 180 Boundary
- Villa City DRI Boundary

Source: Lake County, FGDL, & Littlejohn, 2014  
 \*\*\*NOTE: THIS MAP AND DIGITAL DATA IS FOR PLANNING PURPOSES ONLY AND SHOULD NOT BE USED TO DETERMINE THE PRECISE LOCATION OF A FEATURE. ACREAGE ARE APPROXIMATE AND GIS DERIVED

PROPOSED FUTURE LAND USE MAP



**Littlejohn**

11/24/2015





## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** July 5, 2016

**ITEM NUMBER:** 2

**AGENDA ITEM:** Ordinance 2016-07-17 – Large Scale Comprehensive Plan Amendment - Villa City Project

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

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

**DATE:** June 27, 2016

**BACKGROUND:** A number of owners are proposing to develop the Villa City project within the City of Groveland. The properties are located within the City's planning area and 180 utility district as identified in the Interlocal Service Boundary Agreement, and are proposed for annexation simultaneously with this Large Scale Comprehensive Plan Amendment.

The Villa City project consists of approximately 2,467 +/- acres. The applicants seek a future land use designation of Master Planned Community, a new future land use designation for the City, the details of which are set forth below, and Conservation:

<u>Master Planned Community (MPC)</u>	<u>Up to 5.0 dwelling units per acre. Non-residential uses – the maximum floor area ratio is 1.00. Impervious surface coverage will be regulated at the PUD level in accordance with the provisions of Policy 1.1.16</u>
---------------------------------------	--

The ordinance provides that the Master Planned Community category is envisioned to create a sustainable, self-sufficient, mixed-use community including a mix of housing types to accommodate multiple stages of life, as well as non-residential uses, such as office, retail, industrial, medical, institutional, educational, and civic uses located in a pedestrian oriented town center. Land subject to this designation will have a Planned Unit Development zoning, which will include a conceptual master plan of the mixed use development.

The ordinance creates a policy which provides:

The Master Planned Community designation is planned to be a self-sufficient community that includes a mix of housing types to accommodate multiple stages of life and non-residential uses, such as office, retail, industrial, medical, institutional and civic uses located in a pedestrian-oriented town center. Land subject to this designation will have a

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

Planned Unit Development zoning which will include a conceptual master plan of the mixed used development, together with performance standards and design guidelines.

Permitted uses may include:

- Residential;
- Retail sales and service;
- Office/Commercial;
- Educational;
- Community facilities
- Recreation;
- Public/Institutional;
- Medical facilities;
- Industrial;
- Hotels/motels and tourist facilities; or
- Any other use as identified by the Planned Unit Development

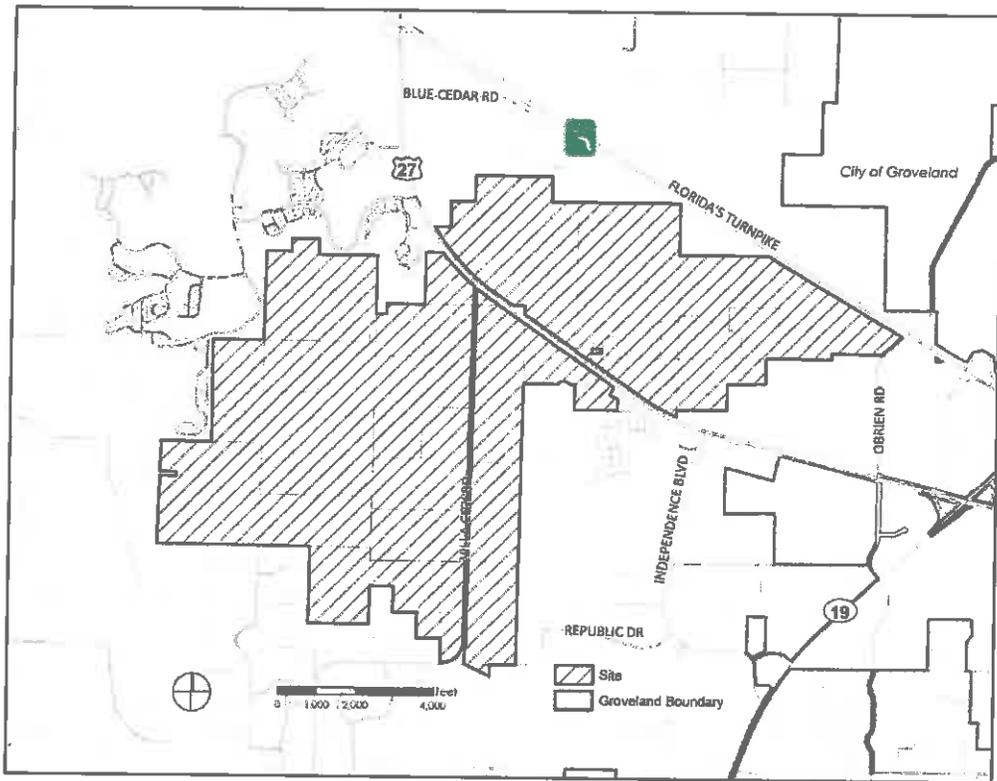
In addition, the following shall apply:

- All future development shall be required to connect to the City central water system, sewer system, and reuse;
- Residential uses shall occupy a minimum of 50 percent and a maximum of 80 percent of the gross land area;
- Commercial uses including retail, office, industrial and community facilities (excluding schools) shall occupy a minimum of 5 percent and a maximum of 25 percent of the gross land area.
- Open space and impervious surface shall be calculated at the time of PUD approval in order to account for potential on-site wetlands, which may have a Future Land Use designation of Conservation;
- Open Space uses shall occupy a minimum of 30 percent of the gross land area within a PUD Master Plan;
- Low Impact Development and Green Building techniques (Policy 1.2.11 and 1.2.12) are required;
- A maximum of 1.00 floor area ratio (FAR) shall be allowed for non-residential uses;
- Up to 5 dwelling units per acre shall be allowed; and
- Flexible dimensional requirements are permitted to ensure that mixed use buildings are properly located adjacent to abutting roadways and sidewalks. Such dimensional requirements shall be determined by the Planned Unit Development.

The proposed future land designation is consistent with the City of Groveland's comprehensive plan and the policies being created.

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Figure 1: Subject Property



The applicant also seeks a PUD zoning. The PUD zoning will be heard at a future meeting and will incorporate into it a Development Agreement setting forth the specific requirements for the project.

**STAFF RECOMMENDATION:** Approve Ordinance 2016-07-17

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

**ORDINANCE 2016-07-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, BY AMENDING FUTURE LAND USE ELEMENT POLICIES 1.1.1, 1.1.2, 1.1.6, 1.1.7, 1.1.8 AND 1.1.16 OF THE CITY OF GROVELAND COMPREHENSIVE PLAN TO PROVIDE FOR, DESCRIBED AND INCORPORATE A FUTURE LAND USE CATEGORY ENTITLED MASTER PLANNED COMMUNITY; BY AMENDING THE COMPREHENSIVE LAND USE PLAN DESIGNATION FROM LAKE COUNTY REGIONAL COMMERCIAL, REGIONAL OFFICE, RURAL, RURAL TRANSITION, URBAN LOW DENSITY AND CONSERVATION TO CITY OF GROVELAND MASTER PLANNED COMMUNITY AND CONSERVATION ON THE FUTURE LAND USE MAP FOR THE HEREIN DESCRIBED PROPERTY; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.**

**WHEREAS**, the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

**WHEREAS**, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below to clarify Land Use Element Policies 1.1.1, 1.1.2, 1.1.6, 1.1.7, 1.1.8, and 1.1.16, and the future land use map of the Comprehensive Plan; and

**WHEREAS**, the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

**WHEREAS**, the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

**WHEREAS**, the City Council of the City of Groveland hereby finds and determines that the plan amendment is internally consistent with the City's Comprehensive Plan; and

**WHEREAS**, it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

**Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:**

**Section 1. Legislative Findings**

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

**Section 2. Future Land Use Element Policies 1.1.1, 1.1.2, and 1.1.16**

The Future Land Use Element of the City of Groveland Comprehensive Plan is amended by the creation of a new mixed use category known as Master Planned Community (MPC). Changes to the Future Land Use Element, shown in strikethrough and underline are as follows:

**Policy 1.1.1:** *Land Use Designations.* The City shall establish, adopt and implement density and intensity standards for all future land uses, as applicable, and as indicated on the *Future Land Use Map* and the adopted City Zoning Map.[9J-5.006(3)(c)(7), F.A.C.]

Density and intensity standards for land uses in Groveland are featured below

<b>Land Use</b>	<b>Maximum Residential Density</b>
<b>Residential:</b>	
Single Family Low Density (SFLD)	Up to 2.0 dwelling units per acre. Elementary schools are also permitted in this category. The maximum building height is 35 feet.
Single Family Medium Density (SFMD)	Up to 4.0 dwelling units per acre. Elementary and middle schools are permitted in this category. The maximum building height is 35 feet.
Medium Density Residential (MDR)	Up to 6.0 dwelling units per acre. Elementary and middle schools are also permitted in this category. The maximum building height is 35 feet.
High Density Residential (HDR)	Up to 10.0 dwelling units per acre. Elementary, middle, and high schools are also permitted in this category.
Green Swamp Single Family Low Density (GSSFLD)	Up to 4.0 units per acre. The maximum impervious surface coverage is 0.40. The maximum building height is 35 feet.
Green Swamp Single Family Rural (GSSFR)	Up to 2.0 dwelling units per acre. The maximum impervious surface coverage is 0.40. The maximum building height is 35 feet.
<b>Land Use</b>	<b>Maximum Land Intensity</b>
Mixed Use (MU)	Up to 4.0 dwelling units per acre. Non-residential uses - the maximum impervious surface coverage is 0.60 and the maximum floor area ratio is 0.25. May live and/or work in these areas.
<u>Master Planned Community (MPC)</u>	<u>Up to 5.0 dwelling units per acre. Non-residential uses – the maximum floor area ratio is 1.00. Impervious surface coverage will be regulated at the PUD level in accordance with the provisions of Policy 1.1.16</u>

<p>North Workplace Development (NWD)</p>	<p>Up to 7.0 dwelling units per acre. Non-residential development – the maximum impervious surface coverage is 0.65 and the maximum floor area ratio is 0.7. May live and/or work in these areas.</p> <p>The land use will allow for flexibility in design while requiring a strong mix of employment generators. Commercial retail/restaurant, professional services, and entertainment-related uses shall comprise a minimum of 25% of the property. In order to encourage sustainability, a minimum of 15% of the property shall be dedicated to research and development, manufacturing, distribution, or corporate offices and a minimum of 10% for medium to high density residential uses (up to 7 units per acre). This land use will also require a minimum of 5% of the land be devoted to public recreation, a minimum of 5% to governmental or civic uses, and a minimum of 20% open space.</p>
<p>Central Business District (CBD)</p>	<p>The maximum impervious surface coverage is 0.80 and the maximum floor area ratio is 1.0. The maximum density for apartments, condominiums, or townhomes is up to 10.0 dwelling units per acre. The minimum building height is 35 feet and the maximum building height is 50 feet.</p>
<p>Office/Commercial (COMM)</p>	<p>The maximum impervious surface coverage is 0.75 and the maximum floor area ratio is 0.5. The maximum building height is 35 feet.</p>
<p>Green Swamp Commercial (GSC)</p>	<p>The maximum impervious surface coverage is 0.40 and the maximum floor area ratio is 0.5.</p>
<p>Industrial (IND)</p>	<p>The maximum impervious surface coverage is 0.70 and the maximum floor area ratio is 0.70. The maximum building height is 50 feet.</p>
<p>Public/Institutional (P/I)</p>	<p>The maximum impervious surface coverage is 0.70.</p>
<p>Recreation and Open Space (REC)</p>	<p>The maximum impervious surface coverage is 0.5. The maximum building height is 35 feet.</p>
<p>Agriculture (AG)</p>	<p>The maximum impervious surface coverage is 0.1. One dwelling unit per 5 acres is permitted for agricultural uses.</p>
<p>Conservation (CON)</p>	<p>The maximum impervious surface coverage is 0.05.</p>

Notes: Open Space: Open space is figured on the Gross Land Area. Up to 50 percent of the open space requirement may be met with wetlands, except in the Green Swamp Area of Critical State Concern where 100% of the open space requirement may be met with wetlands. Open space may include landscaped buffers and stormwater facilities if they are designed to be a park-like setting with pedestrian amenities and free form ponds. Open space may be passive or active. Open space may include public recreational components of developments. The majority of the open space shall be permeable; however, up to 10 percent may be impervious (plazas, recreational facilities, etc.). Wet ponds are not counted as part of that 10 percent.

Densities would be determined by Net Land Area. The Net Land Area is figured by taking the Gross Land Area (total property) less any lakes or water bodies.

Floor area ratio is defined as the total non-residential square feet of a building divided by the total square feet of the lot the building is located on.

**Policy 1.1.2:**            *Master Planned Community (MPC)* – The Master Planned Community category is envisioned to create a sustainable, self-sufficient, mixed-use community including a mix of housing types to accommodate multiple stages of life, as well as non-residential uses, such as office, retail, industrial, medical, institutional, educational, and civic uses located in a pedestrian oriented town center. Land subject to this designation will have a Planned Unit Development zoning, which will include a conceptual master plan of the mixed use development.

**Policy 1.1.6:**            *Promoting High Quality Residential Development on the Mixed Use Land Use and Master Planned Community Land Use Categories.* The City shall promote a high quality residential development that will create a sense of place and community through the development of the Mixed Use land use and Master Planned Community Land Use categories. These include:

1. A diversity of housing styles, shapes and materials in order to create variety in the streetscape;
2. Different housing types to be integrated architecturally in order to give the development a harmonious appearance;
3. The creation of visual richness when choosing materials and details. Local characteristics are encouraged;
4. The encouragement of front porches and side entrances for garages;
5. A variety of roof heights, pitches and materials;
6. Landscaping to be incorporated into the overall design as a means of linking the development areas with the open spaces

**Policy 1.1.7:**            *Neighborhood Centers and the Mixed Use Land Use and Master Planned Community Land Use Categories.* Within a Mixed Use land use and Master

Planned Community Land Use category, the neighborhood center is intended to provide uses that meet the retail and service needs of a traditional neighborhood center and its vicinity. In addition to shops and offices, the center may contain other compatible uses such as civic and institutional uses of community-wide importance, specifically including second-floor residential uses. The neighborhood center shall be located so that it is easily accessible by pedestrians from as many of the residential areas as possible.

**Policy 1.1.8:**

***Streets and Sidewalks Requirements for the Mixed Use Land Use and Master Planned Community Land Use Categories..*** All developments within the Mixed Use land use and Master Planned Community Land Use category shall have a connected street system that serves vehicles, pedestrians and bicycles and which connects the neighborhood center to adjacent residential/community areas. Streets shall be laid out to promote pedestrian circulation and ease of access to the community areas. Within the neighborhood center maximum opportunities for shared parking shall be utilized.

**Policy 1.1.16:**

***Master Planned Community Land Use Category Requirements.*** The Master Planned Community designation is planned to be a self-sufficient community that includes a mix of housing types to accommodate multiple stages of life and non-residential uses, such as office, retail, industrial, medical, institutional and civic uses located in a pedestrian-oriented town center. Land subject to this designation will have a Planned Unit Development zoning which will include a conceptual master plan of the mixed used development, together with performance standards and design guidelines.

Permitted uses may include:

- Residential;
- Retail sales and service;
- Office/Commercial;
- Educational;
- Community facilities
- Recreation;
- Public/Institutional;
- Medical facilities;
- Industrial;
- Hotels/motels and tourist facilities; or
- Any other use as identified by the Planned Unit Development

In additional, the following shall apply:

- All future development shall be required to connect to the City central water system, sewer system, and reuse;
- Residential uses shall occupy a minimum of 50 percent and a maximum of 80 percent of the gross land area;
- Commercial uses including retail, office, industrial and community facilities (excluding schools) shall occupy a minimum of 5 percent and a maximum of 25 percent of the gross land area.
- Open space and impervious surface shall be calculated at the time of PUD approval in order to account for potential on-site wetlands, which may have a Future Land Use designation of Conservation;
- Open Space uses shall occupy a minimum of 30 percent of the gross land area within a PUD Master Plan;
- Low Impact Development and Green Building techniques (Policy 1.2.11 and 1.2.12) are required;
- A maximum of 1.00 floor area ratio (FAR) shall be allowed for non-residential uses;
- Up to 5 dwelling units per acre shall be allowed; and
- Flexible dimensional requirements are permitted to ensure that mixed use buildings are properly located adjacent to abutting roadways and sidewalks. Such dimensional requirements shall be determined by the Planned Unit Development.

**Section 3. Future Land Use Designation Amendment.**

- A. The Property is legally described in **Exhibit A** attached hereto. The location of the property is depicted on **Exhibit B** for visual reference.

The Property consists of 2,467 +/- acres.

- B. That portion of the Future Land Use Element referenced as the Future Land Use Map of the City of Groveland Comprehensive Plan is hereby amended by changing the designation of the property described in **Exhibit A** (the "Property"), on the City of Groveland Future Land Use Map from Lake County Regional Commercial, Regional Office, Rural, Rural Transition, Urban Low Density, and Conservation and designating the Property on the Future Land Use Map to:

**CITY OF GROVELAND MASTER PLANNED COMMUNITY AND  
CONSERVATION**

**MASTER PLANNED COMMUNITY:** 1,781 +/- acres more particularly described as The Property less and except the property depicted in **Exhibit B** hereto.

**CONSERVATION:** 686 +/- acres more particularly depicted in **Exhibit B** hereto.

**Section 4. Severability**

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

**Section 5. Direction to the City Manager**

The City Manager is hereby authorized to amend the comprehensive plan and future land-use map as indicated herein.

**Section 6. Repeal**

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

**Section 7. Transmittal**

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

**Section 8. Effective Date**

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

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:

\_\_\_\_\_  
City Clerk/Acting City Clerk



Approved as to form and legality:

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

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

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

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



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	June 27, 2016
<b>ITEM NUMBER:</b>	3
<b>AGENDA ITEM:</b>	Professional Services Agreement with Planning Design Group, LLC
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Anita Geraci-Carver, City Attorney
<b>DATE:</b>	June 27, 2016

**BACKGROUND:** The City Manager recommends the City of Groveland enter into a Professional Services Agreement with Planning Design Group, LLC to assist the City in planning activities and development review while the City seeks qualified applicants and hires a planner and/or Community Development Director.

The Professional Services Agreement, in summary, provides for the following:

- a. PDG will provide services for special projects as directed by the city manager. Examples of such tasks may include unscheduled meetings with external agencies, municipalities, and funding entities, grant applications, special projects, research, and meeting facilitation. Initially, this task will be authorized had a **not to exceed amount \$3,000 or approximately 25 hours.**
  
- b. PDG will provide planning activities to include:
  - Answering general planning questions.
  - Advertisements, agreements, analysis, processing, reviews, and staff reports
  - Coordination with adjacent municipalities and staff.
  - Developer and applicant coordination.
  - Planning research.
  - Site plan analysis and review.
  - Preliminary, Final subdivision reviews.
  - Platting procedures.
  - Rezoning application.
  - Transportation planning.

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

Initially, this task will be authorized at a **not to exceed amount \$11,500 or approximately 16 hours per week for six (6) weeks.**

c. PDG will provide long-range planning activities to include:

- Annexation advertisements, agreements, analysis, processing, reviews and staff reports
- Comprehensive plan amendments both large and small.
- Landscape grant agreement administration.
- FDOT grant agreement administration.
- Historic preservation.
- Transportation planning.

Initially, this task will be authorized at a **not to exceed amount \$11,500 or approximately 16 hours per week for six (6) weeks.**

d. PDG will attend scheduled meetings to include:

- City council meetings.
- Local planning agency meetings.
- Staff coordination meetings.
- Agenda review meetings.
- Legal review meetings.
- Metropolitan planning organization meetings.
- Meetings with FDOT.

Initially, this task will be authorized had a **not to exceed amount \$4,000 or approximately 33 hours.**

Total not to exceed \$30,000. The hourly labor rate is \$119.00 per hour for staff time (*Project Manager or President*). Also included is labor costs: mileage to travel to the City offices, between City offices, small sets of copies (i.e.: less than 25 pages and four sets), computer equipment (not new software), and electronic communications. Any costs in excess will be reimbursed to PDG by the City at cost. It is estimated for PDG to provide services for approximately 8 weeks.

<b>STAFF RECOMMENDATION:</b> Approval of Professional Services Agreement with Planning Design Group, LLC
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<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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# PROFESSIONAL SERVICES AGREEMENT

**PROJECT NAME:** Emergency Planning Support

**PROJECT NUMBER:** 20160601018

**CLIENT:** City of Groveland

**ADDRESS:** 156 South Lake Avenue, *Groveland*, Florida 34736

hereby requests and authorizes Planning Design Group, LLC to perform the following Services:

**SCOPE OF SERVICES:** Provide substantial planning support after planning resignations and report to City Manager to assist with special projects (see attached scope of work - Exhibit A).

**COMPENSATION to be on a basis of:** See Attached Exhibit B

Unless otherwise provided on Exhibit B, Direct Expenses exceeding copies, equipment, and mileage shall be reimbursable at cost to Planning Design Group, LLC under this Agreement and any outside technical or professional services that are furnished by an outside source and their reimbursable expenses shall be added to the cost of services for Planning Design Group's administrative costs.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CLIENT**

Accepted for **Planning Design Group, LLC**

By:

By:

Name: Redmond Jones

Name: Andre A. Anderson, AICP

Title: City Manager

Title: President

Date:

Date:

May 17, 2016

## PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for the Consultant, Planning Design Group, LLC, to proceed with the Services, unless otherwise provided for in this Agreement.
2. **LABOR COSTS.** In the event the Consultant, Planning Design Group's compensation is calculated by reference to the Consultant, Planning Design Group's Labor Costs, Labor Costs shall be the amount calculated by the number of hours **actually worked** by the Consultant's Project Manager on the CLIENT's Project, multiplied by an amount charged for per hour based upon the average rate for PDG employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.
3. **DIRECT EXPENSES.** The Consultant, Planning Design Group's Direct Expenses shall be those irregular costs incurred on or directly for the CLIENT's Project. Irregular costs are expenses in excess of mileage for travel to the City offices, copies, and computer equipment (e.g.: travel expenses such as mileage, rental car, hotel and/or meals incurred for a trip to Tallahassee; and/or oversize copies, plots, drawings, or renderings in excess of tabloid pages). Expenses including but not limited to necessary transportation costs including mileage (**at the Consultant's current rate of 0.45 per mile**) when its automobiles are used, meals and lodging, laboratory tests and analyses, computer software, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by the Consultant, Planning Design Group, LLC.
4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT (**such as right-of-way acquisition expertise**), an additional amount shall be added to the cost of these services for the Consultant, Planning Design Group, LLC's administrative costs.
5. **COST ESTIMATES.** Any cost estimates provided by the Consultant, Planning Design Group, LLC, will be on a basis of experience and judgment. Since the Consultant, Planning Design Group, LLC, has no control over market conditions or bidding procedures, the Consultant, Planning Design Group, LLC, does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
6. **PROFESSIONAL STANDARDS.** The Consultant, Planning Design Group, LLC, shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, the Consultant, Planning Design Group, LLC, will re-perform the deficient Services at no cost to the CLIENT, and the Consultant, Planning Design Group, LLC, shall have no liability for repair or replacement, construction rework or other costs. The Consultant, Planning Design Group, LLC, makes no warranty, expressed or implied.
7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by the Consultant, Planning Design Group, LLC, if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in any Scope of Services, Task Authorization, or such other document as deemed appropriate by CLIENT and the Consultant, Planning Design Group, LLC.
8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to the Consultant, Planning Design Group, LLC, pursuant to this Agreement, CLIENT must also pay to the Consultant, Planning Design Group, LLC, the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by the Consultant, Planning Design Group, LLC, with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency. Notwithstanding foregoing, this provision shall not apply since CLIENT is exempt from paying sales tax.
9. **LIMITATION OF LIABILITY.** Excluding the Consultant, Planning Design Group, LLC's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Consultant, Planning Design Group, LLC, arising out of the performance or breach of this Agreement shall not exceed the compensation paid to the Consultant, Planning Design Group, LLC, under this Agreement. Notwithstanding any other provision of this Agreement, the Consultant, Planning Design Group, LLC, shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the Consultant, Planning Design Group, LLC, its employees, or subconsultants.
10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event the Consultant, Planning Design Group, LLC, is not qualified and licensed in the relevant jurisdiction to provide services required hereunder, the Consultant, Planning Design Group, LLC, may, without the consent of any other party, assign all or any part of its obligation to provide such services to an

entity related to the Consultant, Planning Design Group, LLC, which is qualified and licensed to provide such services in the jurisdiction involved and which is contractually bound to the Consultant, Planning Design Group, LLC, to provide such Services.

12. **PAYMENT TO THE CONSULTANT, PLANNING DESIGN GROUP, INTEREST ON PAST-DUE AMOUNTS.** *Weekly invoices* will be issued by the Consultant, Planning Design Group, LLC, for all Services performed under the terms of this Agreement. Invoices are due and payable net 30 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to the Consultant, Planning Design Group, LLC, and if such interest exceeds the principal balance of CLIENT's indebtedness to the Consultant, Planning Design Group, LLC, will be returned to CLIENT.
13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, the Consultant, Planning Design Group, LLC, may stop work or terminate this Agreement if CLIENT has not cured a payment default within 14 days after receipt of written notice from the Consultant, Planning Design Group, LLC. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. The Consultant, Planning Design Group, LLC's right to stop work or terminate this Agreement shall not be waived by the Consultant, Planning Design Group, LLC's continued performance during any period of investigation by the Consultant, Planning Design Group, LLC, to determine the reasons for CLIENT's nonpayment.
14. **LEGAL EXPENSES.** In the event legal action is brought by the Consultant, Planning Design Group, LLC, or CLIENT to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the non-prevailing shall pay the prevailing party, reasonable amounts for fees, costs and expenses as may be set by the court.
15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
16. **FORCE MAJEURE.** Any delays in or failure of performance by the Consultant, Planning Design Group, LLC, shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the Consultant, Planning Design Group, LLC. In the event that any event of force majeure as herein defined occurs, the Consultant, Planning Design Group, LLC, shall be entitled to a reasonable extension of time for performance of its Services under this Agreement. A force majeure is defined as a catastrophic event outside the control of the Client or Consultant such as hurricane, tornado, extreme weather damage to buildings, computers, or equipment, death, and/or massive computer (e.g.: server failure, hacking of systems, or file loss) defect or extensive network or internet outage.
17. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, the Consultant, Planning Design Group, LLC, may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by the Consultant, Planning Design Group, LLC, to the CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without the Consultant, Planning Design Group, LLC's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.
18. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against the Consultant, Planning Design Group, LLC, employee wherein the employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of the Consultant, Planning Design Group, LLC, there are no third party beneficiaries to this Agreement.

# Exhibit A

## Scope of Work

Planning Design Group, LLC, will provide emergency on-call planning services in lieu of City staff. Work will be conducted at the city offices and remotely, as appropriate and approved by the city manager or his designee. The services will include current planning, long-range planning, budgeting, meeting coordination, and special projects. Four task orders have been identified to describe the work that will be completed under this emergency services contract.

### Task 1: Generic Work Order

From time to time, tasks and activities will arise without notice and be identified by the city manager as appropriate activities to be completed by the consultant. Examples of such tasks may include unscheduled meetings with external agencies, municipalities, and funding entities. The consultant will attend such meetings on behalf of the city and represent the interests of the community reflecting the most recent direction provided by City council and senior leadership team. Other unscheduled activities may include Grant applications, Special projects, research, and meeting facilitation. Initially, this task will be authorized had a **not to exceed amount \$3,000 or approximately 25 hours.**

### Task 2: Current Planning

Recent staff separations have required the need for the consultant to perform current planning activities at city hall in lieu of staff. Citizens and developers require the ability to come to City Hall and request information or “planner of the day” functions. Based on initial discussions, the most frequent activity from citizens and developers occurs during the midday timeframe.

The following types of current planning activities will be performed by the consultant under this task:

- Answering general planning questions.
- Advertisements, agreements, analysis, processing, reviews, and staff reports
- Coordination with adjacent municipalities and staff.
- Developer and applicant coordination.
- Planning research.
- Site plan analysis and review.
- Preliminary, Final subdivision reviews.
- Platting procedures.

- Rezoning application.
- Transportation planning.

Initially, this task will be authorized at a **not to exceed amount \$11,500 or approximately 16 hours per week for six (6) weeks.**

## **Task 3: Long-Range Planning**

Recent staff separations have required the need for the consultant to perform long-range planning activities in lieu of staff. Citizens and developers require the ability to come to City Hall and request information or “planner of the day” functions. Based on initial discussions, these activities may be performed on-site or remotely, as approved by the City Manager or his designee.

The following types of long-range planning activities will be performed by the consultant under this task:

- Annexation advertisements, agreements, analysis, processing, reviews and staff reports
- Comprehensive plan amendments both large and small.
- Landscape grant agreement administration.
- FDOT grant agreement administration.
- Historic preservation.
- Transportation planning.

Initially, this task will be authorized at a **not to exceed amount \$11,500 or approximately 16 hours per week for six (6) weeks.**

## **Task 4: Scheduled Meetings**

Recent staff separations have required the need for the consultant to attend scheduled City meetings in lieu of full-time planning staff. The city manager, CRA director, senior staff, and elected officials may need advice from professional planning staff at regularly scheduled meetings. Based on initial discussions, these activities may be performed on-site or remotely, as approved by the City Manager or his designee.

The following types of scheduled meetings will be attended by the consultant under this task:

- City council meetings.
- Local planning agency meetings.
- Staff coordination meetings.
- Agenda review meetings.
- Legal review meetings.
- Metropolitan planning organization meetings.
- Meetings with FDOT.

Initially, this task will be authorized had a not to exceed amount \$4,000 or approximately 33 hours.

**Total initial task authorization: \$30,000 or approximately 31 hours per week over eight weeks**

# Exhibit B - Costs

## Labor Costs:

The hourly labor rate for these Planning Design Group, LLC services will be **\$119.00 per hour** for staff time (*Project Manager or President*).

Labor costs include mileage to travel to the City offices, between City offices, small sets of copies (i.e.: less than 25 pages and four sets), computer equipment (not new software), and electronic communications.

## Reimbursable Costs:

Reimbursable costs will include external mileage to travel outside of the City, requested new software, professional printing and binding services, external business services, right-of-way acquisition support, and any outside technical or professional services that are furnished by an outside source and their reimbursable expenses. The cost of these services shall be reimbursable **at cost** to Planning Design Group, LLC under this Agreement in excess of approved labor costs.



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** July 5, 2016

**ITEM NUMBER:** 4

**AGENDA ITEM:** Resolution 2016-07-19 – Support for FWC Decision re: No 2016 Bear Hunt

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

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

**DATE:** June 29, 2016

**BACKGROUND:** On June 22, 2016 the seven-member Florida Fish and Wildlife Conservation Commission (FWC) voted to postpone bear hunting in Florida in 2016. The Resolution provides for the following:

1. The City of Groveland commends FWC on its June 22, 2016 decision to not have a bear hunt in 2016.
2. The City of Groveland urges the FWC to prohibit bear hunts in 2017 and future years.
3. The City of Groveland supports FWC's outreach and education efforts to reduce human-bear conflicts.

If approved the Resolution directs the City Manager to forward a copy of the signed resolution to the Florida Fish and Wildlife Conservation Commission.

**STAFF RECOMMENDATION:** Motion to Approve Resolution 2016-07-19

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

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

**RESOLUTION 2016-07-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND SUPPORTING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION DECISION TO NOT HOLD A BEAR HUNT IN 2016; URGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO PROHIBIT BEAR HUNTS IN FUTURE YEARS; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on June 22, 2016 the seven-member Florida Fish and Wildlife Conservation Commission (FWC) voted to postpone bear hunting in Florida in 2016; and

**WHEREAS**, the FWC maintains that “the most successful way to reduce human-bear conflicts is to secure items that attract bears into neighborhoods.” and

**WHEREAS**, the City Council of the City of Groveland recognizes that the FWC has worked with a solid waste provider who is able to provide affordable bear-resistant trash cans, has worked with the Legislature to enhance penalties for illegally feeding bears, and has protected thousands of acres of bear habitat; and

**WHEREAS**, the City Council of the City of Groveland applauds the FWC for its ongoing efforts; and

**WHEREAS**, the City Council supports the decision of the FWC to not have a bear hunt in 2016; and

**WHEREAS**, the City of Groveland urges the FWC to prohibit bear hunts in future years.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Groveland that:

Section 1.

1. The City of Groveland commends FWC on its June 22, 2016 decision to not have a bear hunt in 2016.
2. The City of Groveland urges the FWC to prohibit bear hunts in 2017 and future years.
3. The City of Groveland supports FWC’s outreach and education efforts to reduce human-bear conflicts.

Section 2. The City Manager is directed to provide a copy of this Resolution, after adoption, to the Florida Fish and Wildlife Conservation Commission.

Section 3. This resolution shall be effective immediately upon adoption.

**DULY PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:



\_\_\_\_\_  
City Clerk/Acting City Clerk

Approved as to form and legality:

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

First Reading \_\_\_\_\_

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

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



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> July 5, 2016
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<b>ITEM NUMBER:</b> 5
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<b>AGENDA ITEM:</b> Impact Fee Study
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<b>CITY GOAL:</b> Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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<b>PREPARED BY:</b> Gwen Walker, Finance Director
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<b>DATE:</b> June 27, 2016
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### **BACKGROUND:**

The City advertised for bids for the Municipal Services Impact Fee Study and Water and Wastewater Impact Fee Study after being authorized to do so by Council at its May 2, 2016 meeting. Five bids were received and reviewed by a selection team and the results are attached. PRMG was the highest rated consultant. Staff requests the authority to enter into a contract for consulting services with PRMG to perform all facets of the impact fee study.

<b>STAFF RECOMMENDATION:</b> Award Impact Fee Study to Public Resources Management Group, Inc. (PRMG)
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"The city with @ future, watch us grow!"*

**MUNICIPAL SERVICES AND WATER/WASTEWATER IMPACT FEE STUDIES**

**RFP# 2016-1A&B**

**Overall Tally Sheet**

<b>Firms</b>	<b>Duncan</b>	<b>Willidan</b>	<b>PRM</b>	<b>Raftelis</b>	<b>Tindale</b>
Project Understanding	14.5	17	18	16.5	9
Project Team	14.5	15.5	17	14	7.5
Qualifications	16	17.5	18	17	7.5
References	14	15	19	19	9
Office Location	10	19	19	19	7
Pricing	11	19	15.5	7	1
Total Score	80	103	106.5	92.5	41

**Firm Ratings**

- 1 PRMG
- 2 Willidan
- 3 Raftelis
- 4 Duncan
- 5 Tindale      Considered unresponsive by 2 evaluators