

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, OCTOBER 3, 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.	
INTERIM CITY MANAGER	GWEN WALKER	gwen.walker@groveland-fl.gov
CITY CLERK	TERESA MAXWELL	teresa.maxwell@groveland-fl.gov
SERGEANT-AT-ARMS	CAPT. TODD ENGLISH	todd.english@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

- a. Thank you from Trilogy of Orlando HOA – Jim Bowen, speaker

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 Special Meeting Minutes of September 19, 2016
- Approval of City Council Meeting Minutes of September 19, 2016

Old Business

1. Ordinance 2016-09-19 - Rezoning to PUD – Industrial, Raney Holdings – Second and Final Reading

New Business

2. Site Plan – Raney Holdings
3. Agreement with Donald Bronson regarding the offer to construct and pay for a building to be used as a museum
4. MOU Between Lake County Sheriff and the City of Groveland for Chief of Law Enforcement Services

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
Special Minutes
City Council
Monday, September 19, 2016

The Groveland City Council met in a special meeting on Monday, September 19, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:30pm 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, Interim City Manager Gwen Walker, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Commander Scott Penvose. Council Member John Griffin was absent.

AGENDA

- 1. Approve Ordinance 2016-09-20: Setting the 2016-2017 Millage Rate at 5.6000 per \$1,000 of Valuation of Ad Valorem Taxes**
Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with the votes as follows: Council Member Mike Radzik-aye, Council Member Dina Sweatt-aye, Vice Mayor Karen McMican-nay, and Mayor Tim Loucks-aye.

- 2. Approve Ordinance 2016-09-21: Adopting Annual Operating Budget FY 2016-17**
Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with the votes as follows: Council Member Mike Radzik-aye, Council Member Dina Sweatt-aye, Vice Mayor Karen McMican-nay, and Mayor Tim Loucks-aye.

PUBLIC COMMENT

ADJOURNMENT

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



Attest

Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Minutes
City Council Meeting
Monday, September 19, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, September 19, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:00pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, John Griffin and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, Interim City Manager Gwen Walker, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Commander Scott Penvose.

OPENING CEREMONIES

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

Guest Speaker, Presentations and Proclamations

- **Banner Presentation to First Responders**
Pastor Bezaire from Zion Lutheran Church on behalf of First Baptist Church, Groveland Baptist Church, Edge Memorial Methodist Church, and Zion Lutheran Church, presented the Fire Chief, Willie Morgan with a banner in appreciation and support of our first responders and all that they do for the community.
- **Economic Development – Update**
Interim Community Development Director, Rodney Lucas gave his written report.

REPORTS

- a. **Council Members**
 - Council Member Dina Sweatt reported that on September 8th she attended the “Business of the Month” photo shoot for September, located at High Falutin Junk. Mrs. Sweatt reported that she attended the First Responders Appreciation Luncheon on September 11th where she enjoyed serving our first responders.
 - Council Member John Griffin inquired about Mr. Donald Bronson and if he would be attending the Council meeting.
Staff updated Council regarding Mr. Griffin’s inquiry indicating that Mr. Bronson would be attending a Council meeting in October.
 - Council Member Mike Radzik reported that he attended the City Council special meeting on September 9th. Mr. Radzik reported that on September 23rd he will be attending a meeting and presentation with the Interim City Manager, Gwen Walker and representatives from H.J. Hyde regarding private public partnerships.
 - Vice Mayor Karen McMican reported that on September 9th she attended the City Council special meeting.
 - Mayor Tim Loucks reported that on September 11th he attended the First Responders Appreciation Luncheon and extended his appreciation to the four churches in the

community who organized the event and thanked the police and fire department for their service to the community.

b. City Manager

Interim City Manager Gwen Walker thanked the City Council for their assistance and input for setting the 2016-2017 Budget and continuing to strive to keep taxes low. Mrs. Walker updated the Council on the progress of a new credit card policy that staff is currently working on.

c. City Attorney

d. Citizen Advisory Committee

CONSENT AGENDA

- **Approval of City Council Meeting Minutes of September 6, 2016**
- **Approval of City Council Special Meeting Minutes of September 6, 2016**
- **Approval of City Council Special Meeting Minutes of September 9, 2016**
Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt.
The motion was approved with all members present voting aye.

OLD BUSINESS

NEW BUSINESS

1. Award Bid for Construction of Gaffney Memorial Park Phase I

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

The motion was approved with all members present voting aye.

2. Ordinance 2016-09-18: Comprehensive Plan Amendment – Raney Holdings

Vice Mayor Karen McMican moved to approve; seconded by Council Member Mike Radzik.

The motion was approved with all members present voting aye.

3. Ordinance 2016-09-19: Rezoning to PUD – Industrial – Raney Holdings

Mayor Tim Loucks asked if any of the Council Members had any ex-parte communications with the applicant. Council Members Dina Sweatt, Mike Radzik, John Griffin and Vice Mayor Karen McMican indicated they had not had any ex-parte communications with the applicant. Mayor Tim Loucks stated that he had a brief meeting with the applicant, their attorney and their developer.

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

The motion was approved with all members present voting aye.

4. Resolution 2016-09-27: Landscape Variance – Taco Bell

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

The motion was approved with all members present voting aye.

5. Approve Site Plan – FKC Dialysis Center

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

The motion was approved with all members present voting aye.

6. Direction from Council Regarding Artist Mural for Puryear Building

Council Member Dina Sweatt moved to direct staff to photograph current mural and then paint over; seconded by Council Member Mike Radzik.

Both Council Members Dina Sweatt and Mike Radzik withdrew their motion.

Council Member Mike Radzik moved to table this item and direct staff to bring back plan and/or ideas prior to painting over mural; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

Consensus from Council to direct staff to work with Councilman Griffin regarding mural ideas.

7. Accept Proposal from Carolyn Kunz Alvarez Re: Investigative Service

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

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

8. Approve Computer Forensic Consulting Agreement with ESI Consulting, Inc.

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

Both Council Members Dina Sweatt and Mike Radzik amended their motion to approve the agreement with ESI Consulting Inc.

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

9. Extension of PDG Contract from September 12, 2016 through October 28, 2016

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

The motion was approved with all members present voting aye.

PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 8:45pm

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 3, 2016

ITEM NUMBER: a. – Guest Speakers, Presentations and Proclamations

AGENDA ITEM: Thank you from Trilogy of Orlando HOA – Jim Bowen, speaker

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

PREPARED BY: Teresa Maxwell, City Clerk

DATE: September 28, 2016

BACKGROUND:

Mr. Jim Bowen of Trilogy of Orlando HOA would like to take this opportunity to thank the attending staff and council for the recently held community meeting regarding reclaimed water and other utility related issues.

STAFF RECOMMENDATION: None needed

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 3, 2016

ITEM NUMBER: 1

AGENDA ITEM: Ordinance 2016-09-19 - Rezoning to PUD – Industrial, Raney Holdings – Second and Final Reading

CITY GOAL: Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

PREPARED BY: Robby Lewis, Interim City Planner

DATE: September 14, 2016

PROPERTY LOCATION: Independence Boulevard, one-half mile west of SR 19, within the Ford Commerce Park.

BACKGROUND:

The subject property is a vacant lot containing 13.16 +/- acres, which is part of Ford Commerce Park. About half of the lots within the industrial park have been developed with a variety of light industrial uses, mostly manufacturing and distribution centers.

Please see attached **Raney Holdings, CPA/Zoning/Site Plan Location Map** for the location, surrounding uses and road network in the vicinity of the subject property.

The property was annexed into the City in 2013, but was not given a City Zoning or Future Land Use Map designation at that time. The existing Lake County Zoning for the property is PUD, and its existing Lake County Future Land Use Map (FLUM) designation is Heavy Industrial.

The proposed City zoning for the property is PUD - Industrial. The existing Lake County PUD zoning designation permits a variety of industrial uses, as reflected in the manufacturing and distribution centers currently located in the Ford Commerce Center. Concurrently with this rezoning application, the City is also reviewing a Comprehensive Plan amendment (CPA) that would give the subject property an Industrial Future Land Use Map (FLUM) designation. The proposed PUD - Industrial zoning is consistent with the Industrial FLUM designation being considered for the subject property.

This ordinance also provides certain development standards for the subject property that are more lenient than the City's usual standards. These standards address primarily architectural and landscaping issues. These more lenient standards will allow the property to be developed in a manner that is consistent and compatible with the surrounding existing uses.

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Given that the subject property is part of the existing Ford Commerce Park which is already partially built out with industrial development, the proposed PUD - Industrial zoning designation is appropriate for the subject property.

The Comprehensive Plan Amendment (CPA) / Future Land Use Map Amendment that is associated with this proposed rezoning will need to be transmitted to the State of Florida (Department of Economic Opportunity) for review before it can be adopted by the City. The first public hearing for both the CPA ordinance and this zoning ordinance are being held tonight. After the State of Florida has reviewed the proposed CPA, the second public hearings for both the CPA ordinance and this zoning ordinance will be held to adopt the proposed ordinances.

STAFF RECOMMENDATION: Motion to Approve Ordinance 2016-09-19

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

ORDINANCE 2016-09-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, TO CHANGE THE ZONING FROM LAKE COUNTY INDUSTRIAL TO INDUSTRIAL PLANNED UNIT DEVELOPMENT FOR THE HEREIN DESCRIBED PROPERTY OWNED BY RANEY HOLDINGS, LLC AND LOCATED ON INDEPENDENCE BOULEVARD IN THE FORD COMMERCE PARK DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAPS AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property owned by Raney Holdings, LLC consists of 13.16 +/- acres located on Independence Boulevard in the City of Groveland and within the Ford Commerce Park and more particularly described herein (the "Property"); and

WHEREAS, the Property has a zoning of Lake County PUD and seeks a compatible zoning designation in the City of Groveland; and

WHEREAS, the property has a City future land use designation of Industrial as shown on the City of Groveland Comprehensive Plan Future Land Use Map; and

WHEREAS, the proposed zoning, PUD – Industrial, is consistent with the future land use designation; and

WHEREAS, the City of Groveland has advertised as required by law for two public hearings no less than 10 days prior to Council's adoption of this ordinance and property owners within 150 feet of the subject site were timely provided written notice delivered by U.S. Mail, Return Receipt Requested; and

WHEREAS, the LPA has recommended approval of this ordinance.

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION:

Lot 27, LAKE COUNTY CENTRAL PARK PHASE 2, according to the map or plat thereof as recorded in Plat Book 40, Page(s) 84-87, Public

- The minimum allocation of open space shall be pursuant to the Industrial Future Land Use as provided in the Comprehensive Plan of the City of Groveland:
- The open space shall include, but not be limited to, project buffer areas, drainage areas, retention areas, and landscaped areas.
- Open space uses shall occupy a minimum of 25% of the site.
- Maximum impervious surface is limited to 50% of the site.

Standards for Industrial

The following setbacks shall be applied to Industrial:

Front: minimum 50 feet
 Rear: minimum 50 feet
 Street side: minimum 50 feet
 Side: minimum 50 feet

Phasing

The Project may be constructed in phases. Each phase shall be developed in conformance with this ordinance, the Concept Plan and the Future Land Uses(s) for the Project. No individual phase may exceed the densities or intensities projected in the Concept Plan which is attached hereto as **Exhibit B**.

Architectural Standards

- A. The first phase of development shall include two buildings, a 36,000 square foot building (Building A) and a 7,500 square foot building (Building B), and may be constructed as pre-engineered metal buildings, as long as they are constructed no less than 500 feet from the Independence Boulevard road right-of-way. Building A and Building B will not have to meet the Architectural Standards as described in Sections 137-21 through 137-51 and Sections 137-50 through 137-115 of the Groveland City Code, as long as all the landscaping requirements described in this Ordinance are met.
- B. The concessions provided in Paragraph A above shall only apply to Buildings A and B if they are constructed within 6 months of the adoption of this PUD Ordinance. If they are not constructed within 6 months of adoption of this PUD Ordinance, then they must meet all then current Architectural Standards of the Groveland City Code.
- C. Any additional buildings that are constructed within this PUD in future phases, beyond the two buildings described in Paragraph A, must meet all of the Architectural Standards as described in Sections 133-99 and 137-21 through 137-51 and Sections 137-50 through 137-115 of the Groveland City Code, as if the Zoning of the subject property had an M-1 Zoning designation.
- D. The height of buildings shall not exceed 50 feet.

Parking Requirements

- A. Minimum parking requirements shall be 0.4 spaces per 1,000 gross square feet of building space.
- B. All parking spaces provided for employees and visitors shall be paved and have appropriate striping, and shall not contain more than 10 contiguous parking spaces in each bay of parking spaces. A landscape island with a minimum pervious area of 300 square feet and a minimum width of 12 feet, shall be provided at the ends of each parking bay and between each bay of parking spaces. Each of these landscape islands shall contain at least one canopy tree, or two ornamental trees.
- C. All roadways, parking and vehicle use areas within the Property shall have curbs, wheel stops, bollards, or other control measures to prevent encroachment or damage to trees and other vegetation.
- D. The southernmost one-third of the Property may be used for truck parking only if the following additional standards are met: (a) No truck parking, or storage of materials shall be allowed within 50 feet of the Independence Boulevard road right-of-way; (b) Additional canopy trees must be provided in a row roughly 40 feet from the road right-of-way line, at a rate of one canopy tree for every 50 feet of linear footage along the front of the property; and (c) The surface of the entire area that is used for truck parking must be stabilized so as to prevent erosion.

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Expansion of the City Potable Water and Sanitary Sewer systems, if any, shall be negotiated by separate Utility Agreement between the City and the Owner/Developer.

Water, wastewater, and reuse infrastructure to the meter, including lift/pump stations, if any, shall be dedicated to and transferred to the City upon City's acceptance via bill of sale.

Solid Waste

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

Drainage

The maintenance of the drainage system shall be the responsibility of the owner of the Property.

Sidewalks

Sidewalks will be provided as shown on the approved concept plan.

Landscaping Requirements

- A. A 20-foot wide landscape buffer shall be required along the entire frontage of the property along the Independence Boulevard road right-of-way. For every 100 feet

of frontage in this buffer, the following landscaping shall be provided: three canopy trees, two ornamental trees, and a two-foot high hedge. The width of any driveways shall not be counted when calculating this requirement. A 6-foot tall chain link fence may be constructed along the Independence Boulevard road right-of-way, to be located within this landscape buffer. However, within this landscape buffer, 75 percent of the required landscape buffer, including the required two-foot high hedge, shall be located on the right-of-way side of the fence.

- B. A 15-foot deep landscape buffer shall be required along the entire western, northern and eastern boundaries of the Property. One canopy tree shall be provided roughly every 75 linear feet along each of these property boundaries. Any existing trees that are preserved may be used to help meet this requirement. A 6-foot tall chain link fence may be constructed within the landscape buffer along the western, northern and eastern boundaries of the property.
- C. Canopy trees shall be planted every 75 feet around the entire perimeter of the parking lot and all vehicular use areas. These canopy trees should be placed within 8 and 30 feet of the edge of pavement.
- D. A total of 10 trees shall be provided and spaced evenly around the perimeter of the storm water retention area.
- E. Three understory trees and a 3-foot tall hedge shall be provided along the southern edge of the dumpster pad area.
- F. A grass area at least 20 feet wide shall be provided between parking spaces and the area to be covered with gravel, that is shown to be used for truck parking and storage of materials.
- G. The total number of trees provided in the landscape plan (which can include existing trees that are to be preserved), shall average at least ten canopy trees per acre for pervious areas on the site.
- H. All landscaping provided within this PUD shall comply with the standards described in Sections 133-36 through 133-39 of the Groveland City Code.

Lighting

Street lighting shall be installed by the Owner/Developer. All lighting shall be directional, shielded lighting designed to minimize light pollution.

Utilities

All utilities shall be underground.

Signage

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

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, fire, police, and administration and that the Project shall be subject to such impact fees, as well as any future impact fees adopted by the City of Groveland which are in effect at the time a building permit is obtained.

Amendments

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

Expiration of PUD and Construction Plans

Actual construction consistent with this PUD – INDUSTRIAL approvals (including construction plan approval) must begin within the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of 12 non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for a 12-month extension prior to expiration.

Section 3: Consistent with Comprehensive Plan.

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

Section 4: Official Zoning Map.

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

Section 5: Severability.

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

Section 6: Conflict.

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

Section 7: Effective Date.

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

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

HONORABLE TIM LOUCKS, MAYOR
City of Groveland Florida

ATTEST:

Teresa Maxwell, City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

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

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



City of Groveland Planning and Zoning Application

The applicant shall be responsible for any advertising fees and all required recording fees assessed by the Lake County Clerk of Court. Invoice will be mailed, payment due on receipt.

Date: _____

Application # _____

Applicant Name: Wagner Construction Co., LLC

Applicant Phone# 352-728-2221

Address: 1812 Greenleaf Lane, Suite 2
Leesburg, FL 34748

Applicant Fax # 352-728-6670

Email Address: bsmith@wagner-florida.com

Applicant is: Owner Agent Purchaser Lessee Optionee

Owners Name: Raney Holdings

Owner's Phone # 407-466-6284

Address: 19900 Independence Blvd.
Groveland, FL 34736

Owner's Fax # _____

Email Address: braney@rcishell.com

Application Type: **LAND USE**

- | | | |
|---|---|--|
| <input type="checkbox"/> Annexation | <input checked="" type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Comprehensive Plan Amendment |
| <input type="checkbox"/> Lot Split | <input type="checkbox"/> Lot Line Deviation | <input type="checkbox"/> Variance-Residential |
| <input type="checkbox"/> Site Plan Approval | <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Variance-Commercial/Industrial |
| <input type="checkbox"/> Concurrence Review | <input type="checkbox"/> Construction Plan Review | <input type="checkbox"/> Re-Review |
| <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Residential Design Review |
| <input type="checkbox"/> Road/Easement Vacation | <input type="checkbox"/> Final Plat | <input type="checkbox"/> Planned Unit Development |
| <input type="checkbox"/> DRI Development | <input type="checkbox"/> Proportionate Fair Share | <input type="checkbox"/> DRI Regional Development |
| <input type="checkbox"/> Other: _____ | | |

Reason for Request: _____

Project Title (Site Plans, future/existing subdivisions only): Raney Lot 27

Property Address: Lot 27, Independence Blvd. Property Size: 13.16 acres

Alternate Key #: 3781708

Property Tax I.D. #s Parcel ID 20-21-5-120600002700



City of Groveland Planning and Zoning Application

Proposed Use of Property: New facilities service building and light industrial building to operate and expand existing business in Groveland, FL

Existing Zoning: "PUD" with "LM" use Existing Land Use: Vacant

Would like to change Zoning to: _____

Would like to change Land Use to: Employment Center

Current number of structures on the property: 0

What utilities currently exist on the site?

Water Reclaim Water Sewer Well Septic None

What utilities are proposed to be used?

Water Reclaim Water Sewer

Have any previous applications been filed within the last year in connection with this property?

Yes No

If yes, please describe:

County Clerk of Agency Affidavit

Dated: June 30 2016

Before me, the undersigned authority personally appeared, Arthur V. Raney, Jr. (property owner's name) who being by me duly sworn on oath, deposes and says:

- 1. That said authority is the true and lawful owner of the property legally described in this application.
- 2. That said authority desires to build new facilities service building and light industrial building to operate and expand existing business in Groveland, FL.

That said authority (property owner) has appointed Wagner Construction Co., LLC (agent's name) to act on his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

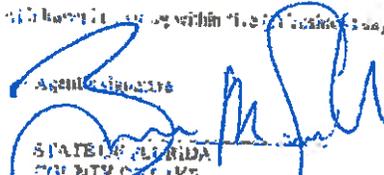
- A. That he/she/it/they and he/she/it/they understands and will comply with all ordinances, regulations, and provisions of the City of Groveland, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and that the said application and attachments shall become part of the Official Records of the City of Groveland, Florida, and Groveland, Florida.
- B. That the tabular and required forms for the application have been completed and attached hereto in accordance with the application.
- C. That the fee for the application is in full and has been paid to the City of Groveland, Florida, and Groveland, Florida.

County Clerk's signature:

STATE OF FLORIDA
COUNTY OF LAKE
Subscribed and sworn to (or affirmed) before me on _____ (date) by _____ (name) of said _____ (name) personally known to me or to the undersigned.

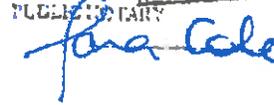
My commission expires:

PUBLIC NOTARY

Agent's signature


STATE OF FLORIDA
COUNTY OF LAKE
Subscribed and sworn to (or affirmed) before me on 6-30-16 (date) by Arthur V. Raney, Jr. (name) of said _____ (name) personally known to me or to the undersigned.



PUBLIC NOTARY


Note: The Property Owners must sign the Affidavits; When an Agent is used to take the case, both the Agent and the Property Owner(s) must sign the Affidavits.

INSTRUMENT#: 2016056642 OR BK 4787 PG 1440 PAGES: 3 5/2/2016 9:57:41 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$27.00 DEED DOC:\$5075.00

Prepared by and return to:
Bayshore Title Insurance Agency,
3431 Henderson Boulevard, Tampa, Florida 33609

File Number: 1510047

Parcel ID Number: 20.21.25.120600002700

Consideration: \$725,000.00
Doc Stamp: \$5,075.00

General Warranty Deed

Made this 31st day of May, 2016, by CB Group LLC, a Florida limited liability company, whose post office address is 301 W. Platt Street, #144, Tampa, FL 33606, hereinafter referred to as "Grantor", to Raney Holdings, LLC, a Florida limited liability company, whose post office address is 7290 Hacienda Trail, Polk City, FL 33868, hereinafter referred to as "Grantee".

(Whoever used here in the term "grantor" and "grantee" include all the parties in this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lake County, Florida, viz:

Lot 27, LAKE COUNTY CENTRAL PARK PHASE 2, according to the Plat thereof as recorded in Plat Book 40, Pages 84 through 87 (inclusive), of the Public Records of Lake County, Florida.

Subject to covenants, restrictions, easements and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

CB Group LLC,
a Florida limited liability company
BY: Brennan Smith, Manager

Signed, sealed and delivered in our presence:

Carol C. Embry
Witness Name Printed: Carol C. Embry

Susan Serdo
Witness Name Printed: Susan Serdo

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Brennan Smith, as Manager of CB Group LLC, a Florida limited liability company, on behalf of the company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Personally known to me
 Produced drivers license as identification.

Witness my hand and official seal, this the 20th day of May, 2016.

Carol C. Embry
Notary Public

My Commission Expires: (SEAL)



In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

CB Group LLC,
a Florida limited liability company

BY: Steve Cormier
Steve Cormier, Manager

Signed, sealed and delivered in our presence:

Patricia S. DeCoud
Witness Name Printed: PATRICIA S. DECOUD

Heather Hall
Witness Name Printed: Heather Hall

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH COLLEER

I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Steve Cormier, as Manager of CB Group LLC, a Florida limited liability company, on behalf of the company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Personally known to me
Produced _____ as identification.

Witness my hand and official seal, this the 13 day of May, 2016.

Robert E. Mehmet
Notary Public, ROBERT E. MEHMET

My Commission Expires: JUNE 8, 2018

(SEAL)



PROPERTY RECORD CARD

General Information

Owner Name: RANEY HOLDINGS LLC
Alternate Key: 3781708
Mailing Address: 7280 HACIENDA TRL
 POLK CITY, FL 33868
[Update Mailing Address](#)
Parcel Number: 20-21-25-120600002700
Millage Group and City: 00GR (GROVELAND)
Total Millage Rate: 20.43600
Trash/Recycling/Water/Info: [My Public Services Map](#)
Property Location: INDEPENDENCE BLVD
 GROVELAND FL 34736
[Update Property Location](#)
Property Name: [Submit Property Name](#)
School Locator: [School and Bus Map](#)
Property Description: GROVELAND, LAKE COUNTY CENTRAL PARK PHASE 2 SUB
 LOT 27 PB 40 | PGS 84-87 | ORB 3037 PG 442 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT INDUSTRIAL (4000)	0	0		13.16	AC	\$0.00	\$328,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
2686 / 1780	10/27/2004	County Deed	Qualified	Vacant	\$459,800.00
3037 / 442	12/13/2005	Warranty Deed	Qualified	Vacant	\$650,000.00
4787 / 1440	5/31/2016	Warranty Deed	Qualified	Vacant	\$725,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$328,000	\$328,000	\$328,000	5.30510	\$1,745.38
LAKE COUNTY MSTU AMBULANCE	\$328,000	\$328,000	\$328,000	0.48290	\$152.29
SCHOOL BOARD STATE	\$328,000	\$328,000	\$328,000	5.68700	\$1,874.31
SCHOOL BOARD LOCAL	\$328,000	\$328,000	\$328,000	1.50000	\$493.50
CITY OF GROVELAND	\$328,000	\$328,000	\$328,000	5.89000	\$1,970.71
ST JOHNS RIVER FL WATER MGMT DIST	\$328,000	\$328,000	\$328,000	0.30230	\$99.48
LAKE COUNTY VOTED DEBT SERVICE	\$328,000	\$328,000	\$328,000	0.18000	\$52.64
LAKE COUNTY WATER AUTHORITY	\$328,000	\$328,000	\$328,000	0.25540	\$84.03
SOUTH LAKE HOSPITAL DIST	\$328,000	\$328,000	\$328,000	0.76330	\$251.13
				Total:	Total:
				20.438	\$8,723.45

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings 

The exemptions marked with a  above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark 

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings 

The assessment reductions marked with a  above are providing a tax dollar savings of: **\$0.00**

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 5 July 2016.

3. _____
4. _____
5. _____
6. _____

10. Signature:

[Handwritten Signature]

Date: 6-30-14

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument has been acknowledged before me this 30th day of JUNE, 2014 by BRENNAN SMITH who is personally known to me or who has produced _____ as identification and who did _____ or did not take an oath.

Signature of Acknowledger

[Handwritten Signature]

Name of Acknowledger, Typed or Printed TARA COLE

Title

Commission Number EE876779 My Commission Expires 7-27-17

Stamp (seal)





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 3, 2016

ITEM NUMBER: 2

AGENDA ITEM: Site Plan – Raney Holdings
--

CITY GOAL: Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

PREPARED BY: Jodi Nentwick, Senior Planner

DATE: September 26, 2016

PROPERTY LOCATION: Independence Boulevard, one-half mile west of SR 19, within the Ford Commerce Park.

BACKGROUND:

The subject property is a vacant lot containing 13.16 +/- acres, which is part of Ford Commerce Park. About half of the lots within the industrial park have been developed with a variety of light industrial uses, mostly manufacturing and distribution centers.

The property was annexed into the City in 2013, but was not given a City Zoning or Future Land Use Map designation at that time. The existing Lake County Zoning for the property is PUD, and its existing Lake County Future Land Use Map (FLUM) designation is Heavy Industrial.

The proposed City zoning for the property is PUD - Industrial. The existing Lake County PUD zoning designation permits a variety of industrial uses, as reflected in the manufacturing and distribution centers currently located in the Ford Commerce Center. Concurrently with this rezoning application, the City is also reviewing a Comprehensive Plan amendment (CPA) that would give the subject property an Industrial Future Land Use Map (FLUM) designation. The proposed PUD - Industrial zoning is consistent with the Industrial FLUM designation being considered for the subject property.

This ordinance also provides certain development standards for the subject property that are more lenient than the City's usual standards. These standards address primarily architectural and landscaping issues. These more lenient standards will allow the property to be developed in a manner that is consistent and compatible with the surrounding existing uses.

Given that the subject property is part of the existing Ford Commerce Park which is already partially built out with industrial development, the proposed PUD - Industrial zoning designation is appropriate for the subject property.

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

The Comprehensive Plan Amendment (CPA) / Future Land Use Map Amendment that is associated with this proposed rezoning will need to be transmitted to the State of Florida (Department of Economic Opportunity) for review before it can be adopted by the City. The first public hearing for both the CPA ordinance and this zoning ordinance are being held tonight. After the State of Florida has reviewed the proposed CPA, the second public hearings for both the CPA ordinance and this zoning ordinance will be held to adopt the proposed ordinances.

On September 19, 2016, the City Council approved by First Reading of the Large-Scale Comprehensive Plan Amendment (LSCPA) and proposed Planned Unit Development (PUD) zoning.

STAFF RECOMMENDATION: Motion to Approve Site Plan for Raney Holdings

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

Irrigation Note

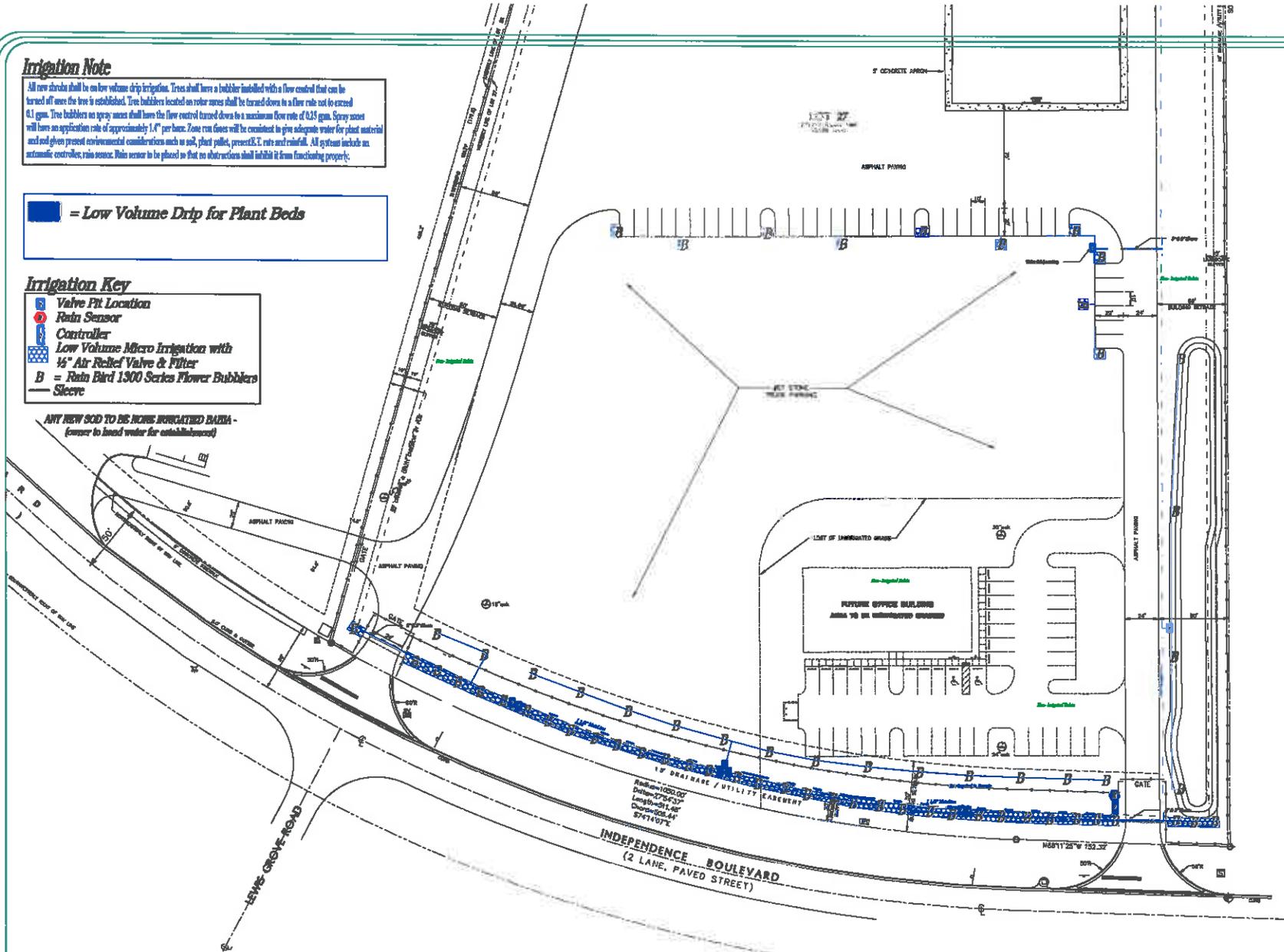
All new shrubs shall be on low volume drip irrigation. Trees shall have a bubbler installed with a flow control that can be turned off once the tree is established. Tree bubblers located on rotor zones shall be turned down to a flow rate not to exceed 0.1 gpm. Tree bubblers on spray zones shall have the flow control turned down to a maximum flow rate of 0.25 gpm. Spray zones will have an application rate of approximately 1.0" per hour. Zone run times will be consistent to give adequate water for plant material and not given present environmental considerations such as soil, plant palts, present & T. rate and rainfall. All systems include an automatic controller, rain sensor. Rain sensor to be placed so that no obstructions shall inhibit it from functioning properly.

 = Low Volume Drip for Plant Beds

Irrigation Key

-  Valve Pit Location
-  Rain Sensor
-  Controller
-  Low Volume Micro Irrigation with 1/2" Air Relief Valve & Filter
-  B = Rain Bird 1300 Series Flower Bubbler Sleeve

ANY NEW SOIL TO BE REINFORCED BARRA -
(cover to hold water for establishment)



Scale: 1" = 30'
 Date: 8.1.2016
 Rev: 9.21.16
 Drawn By: RMEH
 Checked By:
 File: H:\CAD\DWG\CADD\DWG\WAGNERA
 Raney Holdings IR-1.DWG

38115 Yale Circle
 Leesburg, FL
 34788
 (352) 483-2299



QUALITY BY DESIGN

Raney Holdings
City of Groveland, Florida
IR-1

Irrigation Note

All new shrubs shall be on low volume drip irrigation. Trees shall have a bubbler installed with a flow control that can be turned off once the tree is established. Tree bubblers located on refer zones shall be turned down to a flow rate not to exceed 0.1 gpm. Tree bubblers on spray zones shall have the flow control turned down to a maximum flow rate of 0.25 gpm. Spray zones will have an application rate of approximately 1.0" per hour. Zone run times will be controlled to give adequate water for plant material and soil given present environmental considerations such as soil, plant palette, present K.C. rate and rainfall. All systems include an automatic controller, rain sensor. Rain sensor to be placed so that no obstructions shall inhibit it from functioning properly.

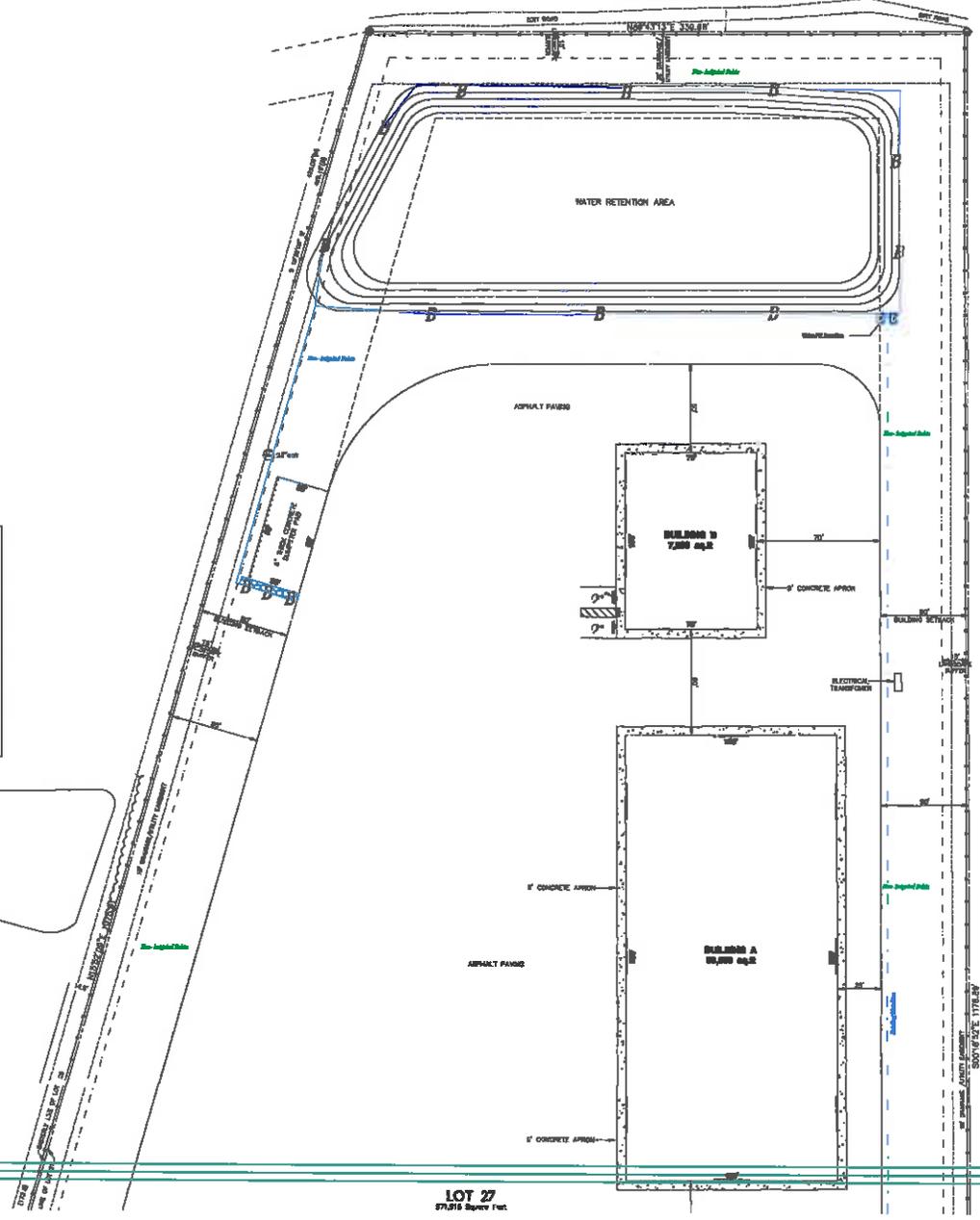
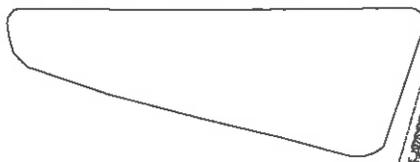
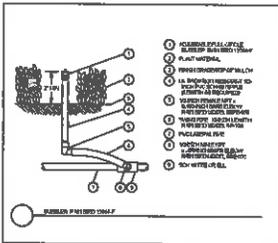
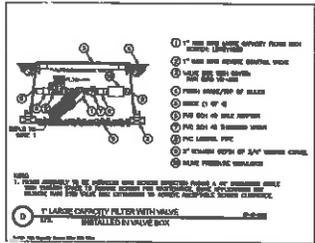


 = Low Volume Drip for Plant Beds

Irrigation Key

-  Valve Pit Location
-  Rain Sensor
-  Controller
-  Low Volume Micro Irrigation with 1/4" Air Relief Valve & Filter
- B** = Rain Bird 1300 Series Flower Bubblers Sleeve

ANY NEW SOIL TO BE NONE IRRIGATED AREA -
(owner to hand water for establishment)

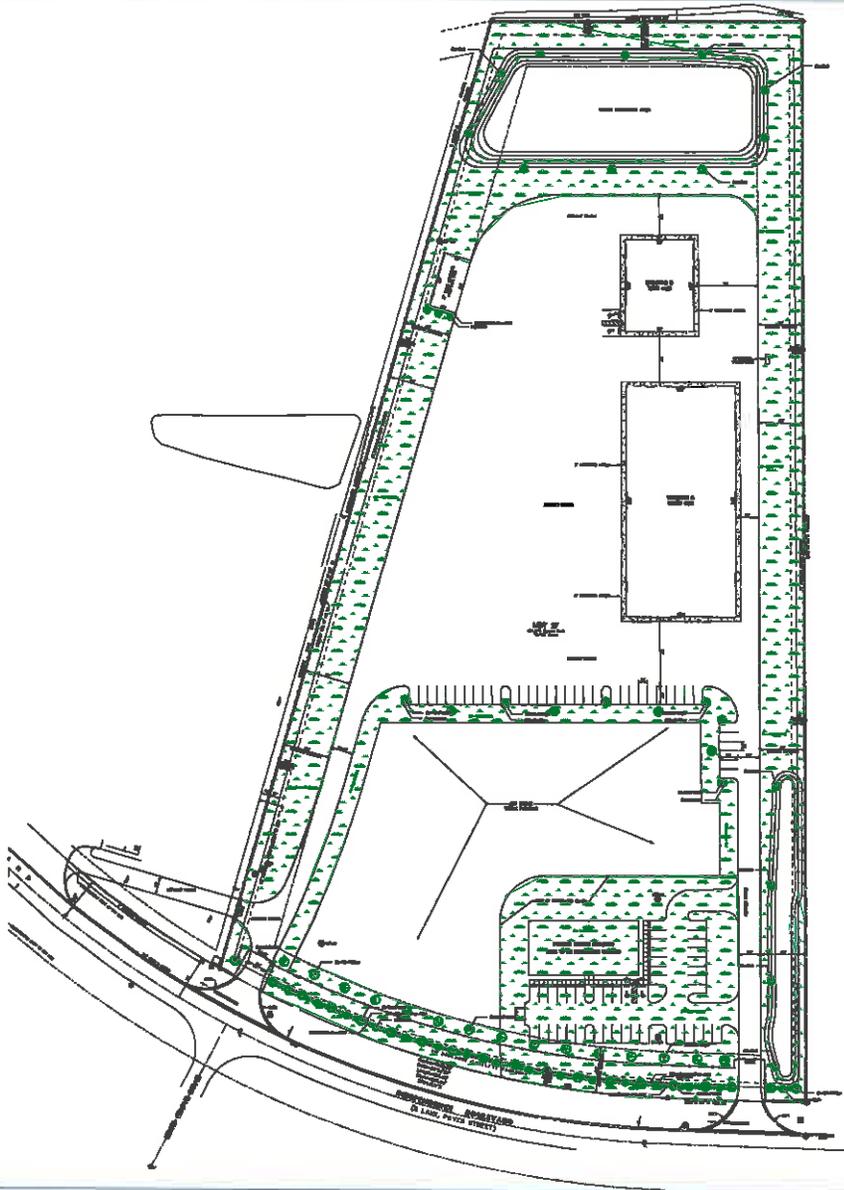


LOT 27
57,810 Square Feet

Scale: 1" = 30'
Date: 8.1.2016
Rev: 02.1.16
Drawn By: RMH
Checked By: THE HCAP/DPL/CADD/DFW/WAGNER
Raney Holdings/LAR

38115 Yale Circle
Leesburg, FL
34788
(352) 483-2299

Raney Holdings
City of Groveland, Florida
IR-2

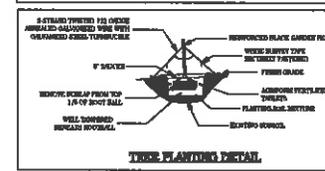
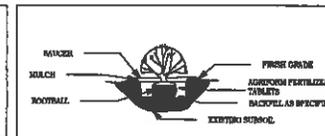
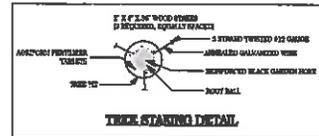


Plant Schedule

Qty	Sym	Size	Botanical Name	Common Name	Spacing
14	RB	5' Caliper, 8' Ht, 4' Spread	Betula nigra 'Dura Heat'	River Birch	As Shown
44	QV	3' Caliper, 8' Ht, 4' Spread	Quercus Virginiana	Live Oak	As Shown
19	CM	3' Cal, 8' Ht, 4' Spread	Lagerstroemia Indica	Crape Myrtle	As Shown
156	SV	7-Gallon, min. 3' Ht.	Viburnum Odoratissimum	Sweet Viburnum	4' o.c.
165	WV	3-Gallon, min. 18" Ht.	Viburnum Obovatum	Walters Viburnum	3.5' o.c.
70	IH	3-Gallon, min. 18" Ht.	Rhus typhina Indica	Indian Hawthorn	3.5' o.c.
44		Mulch Cubic Yards	Mulch Pine Bark	Mulch Pine Bark	
210008		Square Feet	Baldia Sod		

TOTAL LOT AREA 571,915.00 S.F.
IMPERVIOUS AREA 252,998.00 S.F.

Trees Required 53
 Actual Trees Preserved 5
 Canopy Trees Required- Per Parking 10
 Canopy Trees Proposed 58
 Understory Trees Proposed 19



PLANTING NOTES:

- Contractor shall furnish all plant material.
- Contractor shall maintain a qualified supervisor on the site at all times during construction through completion.
- The Landscape Contractor shall be responsible for calling in Locates.
- All landscape materials shall meet or exceed the specification and standards of the current edition of the American Standard Nursery Stock No. 1 or better as set out in grades and standards for Nursery plants. Owner reserves the right to select or reject any or all plant material.
- All shrubs to be planted in typical triangular spacing except hedge rows.
- Shrubs to be a minimum of 18" height and Trees shall be a minimum of 5" Caliper.
- A minimum 2" deep layer of mulch pine bark is to be installed around all new plantings.
- Contractor to provide a working irrigation system to all areas where new plant material to be installed.
- All sod to be Baldia in turf areas except as noted.
- All trees shall be staked as necessary.



Scale: 1" = 60'
 Date: 8.1.2016
 Revs: 2.1.15
 Drawn By: RMH
 Checked By: RICH CAUFEL/CAUDEN/WAGNER
 Raney Holdings, L.P.

38115 Yale Circle
 Leesburg, FL 34788
 (352) 488-2299
 QUALITY BY DESIGN

Raney Holdings
City of Groveland, Florida
LA-1



City of Groveland Planning and Zoning Application

The applicant shall be responsible for any advertising fees and all required recording fees assessed by the Lake County Clerk of Court. Invoice will be mailed, payment due on receipt.

Date: _____ Application # _____

Applicant Name: Wagner Construction Co., LLC Applicant Phone# 352-728-2221
 Address: 1812 Greenleaf Lane, Suite 2 Applicant Fax # 352-728-6670
Leesburg, FL 34748 Email Address: bsmith@wagner-florida.com

Applicant is: Owner Agent Purchaser Lessee Optionee

Owners Name: Raney Holdings Owner's Phone # 407-466-0284
 Address: 19900 Independence Blvd. Owner's Fax # _____
Groveland, FL 34736 Email Address: braney@rcishell.com

Application Type: **LAND USE**

- | | | |
|---|---|--|
| <input type="checkbox"/> Annexation | <input checked="" type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Comprehensive Plan Amendment |
| <input type="checkbox"/> Lot Split | <input type="checkbox"/> Lot Line Deviation | <input type="checkbox"/> Variance-Residential |
| <input type="checkbox"/> Site Plan Approval | <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Variance-Commercial/Industrial |
| <input type="checkbox"/> Concurrence Review | <input type="checkbox"/> Construction Plan Review | <input type="checkbox"/> Re-Review |
| <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Residential Design Review |
| <input type="checkbox"/> Road/Easement Vacation | <input type="checkbox"/> Final Plat | <input type="checkbox"/> Planned Unit Development |
| <input type="checkbox"/> DRI Development | <input type="checkbox"/> Proportionate Fair Share | <input type="checkbox"/> DRI Regional Development |
| <input type="checkbox"/> Other: _____ | | |

Reason for Request: _____

Project Title (Site Plans, future/existing subdivisions only): Raney Lot 27
 Property Address: Lot 27, Independence Blvd. Property Size: 13.16 acres
 Alternate Key #: 3781708
 Property Tax I.D. #: Parcel ID 20-21-5-120600002700



City of Groveland Planning and Zoning Application

Proposed Use of Property: New facilities service building and light industrial building to operate and expand existing business in Groveland, FL

Existing Zoning: "PUD" with "LM" use Existing Land Use: Vacant

Would like to change Zoning to: _____

Would like to change Land Use to: Employment Center

Current number of structures on the property: 0

What utilities currently exist on the site?

Water Reclaim Water Sewer Well Septic None

What utilities are proposed to be used?

Water Reclaim Water Sewer

Have any previous applications been filed within the last year in connection with this property?

Yes No

If yes, please describe:

Plat of () District of Agricultural Land

Dated: June 30, 2016

Before me, the undersigned authority personally appeared, Arthur V. Raney, Jr. (property owner's name) who being by me duly sworn on oath, deposes and says:

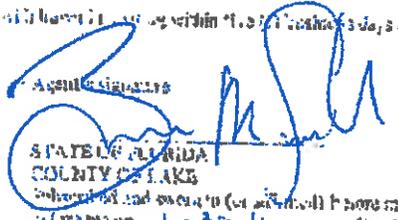
- 1. That said authority is the true and lawful owner of the property legally described in this application.
- 2. That said authority desires to build new facilities service building and light industrial building to operate and expand existing business in Groveland, Fla.
- 3. That said authority (property owner) has appointed Wagner Construction Co., LLC (agent's name) to act on his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
 - A. That he/she/it/they and he/she/it/they's agents understands and will comply with all ordinances, regulations, and provisions of the City of Groveland, Florida, and that all plats and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments should become part of the Official Records of the City of Groveland, Florida, and Groveland records.
 - B. That the relevant regulations for the application have been complied and attached hereto as part of the application.
 - C. For use of the undersigned's application, with her/his/it/their signature within the City of Groveland, Florida.

Notary Public's signature

STATE OF FLORIDA
COUNTY OF LAKE
Subscribed and sworn to (or affirmed) before me on _____ (date) by _____ (name) of said _____ (county), Florida, personally known to me or to me presented.

Notary Public

PUBLIC NOTARY

Agent's signature


STATE OF FLORIDA
COUNTY OF LAKE
Subscribed and sworn to (or affirmed) before me on 6-30-16 (date) by Tara Cole (name) of said _____ (county), Florida, personally known to me or to me presented.



Public Notary


Note: The Property Owner(s) must sign the Affidavits. When an Agent is required to act in this case, both the Agent and the Property Owner(s) must sign the Affidavits.

INSTRUMENT#: 2016056642 OR BK 4787 PG 1440 PAGES: 3 6/2/2016 9:57:41 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$27.00 DEED DOC:\$5075.00

Prepared by and return to:
Bayshore Title Insurance Agency,
3431 Henderson Boulevard, Tampa, Florida 33609

File Number: 1510047

Parcel ID Number: 20.21.25.120600002700

Consideration: \$725,000.00
Doc Stamp: \$5,075.00

General Warranty Deed

Made this 31st day of May, 2016, by CB Group LLC, a Florida limited liability company, whose post office address is 301 W. Platt Street, #144, Tampa, FL 33606, hereinafter referred to as "Grantor"; to Raney Holdings, LLC, a Florida limited liability company, whose post office address is 7290 Hacienda Trail, Polk City, FL 33868, hereinafter referred to as "Grantee".

(Whoever used here on the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lake County, Florida, viz:

Lot 27, LAKE COUNTY CENTRAL PARK PHASE 2, according to the Plat thereof as recorded in Plat Book 40, Pages 84 through 87 (inclusive), of the Public Records of Lake County, Florida.

Subject to covenants, restrictions, easements and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

CB Group LLC,
a Florida limited liability company
BY: [Signature]
Brennan Smith, Manager

Signed, sealed and delivered in our presence:

[Signature]
Witness Name Printed, Carol C. Embry

[Signature]
Witness Name Printed Susan Sardo

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Brennan Smith, as Manager of CB Group LLC, a Florida limited liability company, on behalf of the company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Personally known to me
 Produced drivers license as identification.

Witness my hand and official seal, this the 20th day of May, 2016.

[Signature]
Notary Public

My Commission Expires: (SEAL)



In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

CB Group LLC,
a Florida limited liability company

BY: Steve Cormier
Steve Cormier, Manager

Signed, sealed and delivered in our presence:

Alicia S. DeCandido
Witness Name Printed: Alicia S. DeCandido

Heather Hall
Witness Name Printed: Heather Hall

STATE OF FLORIDA

COUNTY OF ~~HILLSBOROUGH~~ COLLIER

I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Steve Cormier, as Manager of CB Group LLC, a Florida limited liability company, on behalf of the company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Personally known to me
 Produced _____ as identification.

Witness my hand and official seal, this the 13 day of May, 2016.

Robert E. Mehmet
Notary Public, ROBERT E. MEHMET

My Commission Expires: JUNE 8, 2018

(SEAL)



PROPERTY RECORD CARD

General Information

Owner Name: RANEY HOLDINGS LLC
Alternate Key: 3781708
Mailing Address: 7290 HACIENDA TRL
 POLK CITY, FL 33868
[Update Mailing Address](#)
Parcel Number: 20-21-25-120600002700
Millage Group and City: 00GR (GROVELAND)
Total Millage Rate: 20.43600
Trash/Recycling /Water/Info: [My Public Services Map](#)
Property Location: INDEPENDENCE BLVD
 GROVELAND FL 34736
[Update Property Location](#)
Property Name: [Submit Property Name](#)
School Locator: [School and Bus Map](#)
Property Description: GROVELAND, LAKE COUNTY CENTRAL PARK PHASE 2 SUB
 LOT 27 PB 40 | PGS 84-87 | ORB 3037 PG 442 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT INDUSTRIAL (4000)	0	0		13.16	AC	\$0.00	\$328,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
2696 / 1780	10/27/2004	County Deed	Qualified	Vacant	\$458,800.00
3037 / 442	12/13/2005	Warranty Deed	Qualified	Vacant	\$650,000.00
4767 / 1440	5/31/2016	Warranty Deed	Qualified	Vacant	\$725,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$328,000	\$328,000	\$328,000	5.30510	\$1,745.38
LAKE COUNTY MSTU AMBULANCE	\$328,000	\$328,000	\$328,000	0.46290	\$152.29
SCHOOL BOARD STATE	\$328,000	\$328,000	\$328,000	5.89700	\$1,874.31
SCHOOL BOARD LOCAL	\$328,000	\$328,000	\$328,000	1.50000	\$493.50
CITY OF GROVELAND	\$328,000	\$328,000	\$328,000	5.89000	\$1,870.71
ST JOHNS RIVER FL WATER MGMT DIST	\$328,000	\$328,000	\$328,000	0.30230	\$99.46
LAKE COUNTY VOTED DEBT SERVICE	\$328,000	\$328,000	\$328,000	0.18000	\$52.64
LAKE COUNTY WATER AUTHORITY	\$328,000	\$328,000	\$328,000	0.25540	\$84.03
SOUTH LAKE HOSPITAL DIST	\$328,000	\$328,000	\$328,000	0.76330	\$251.13
				Total:	Total:
				20.436	\$6,723.45

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings 

The exemptions marked with a  above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefiting from the following assessment reductions with a checkmark 

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings 

The assessment reductions marked with a  above are providing a tax dollar savings of: **\$0.00**

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 5 July 2016.

3. _____
4. _____
5. _____
6. _____

10. Signature: *Brennan Smith* Date: 6-30-16

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument has been acknowledged before me this 30th day of JUNE, 2016, by BRENNAN SMITH who is personally known to me or who has produced _____ as identification and who did _____ or did not take an oath.

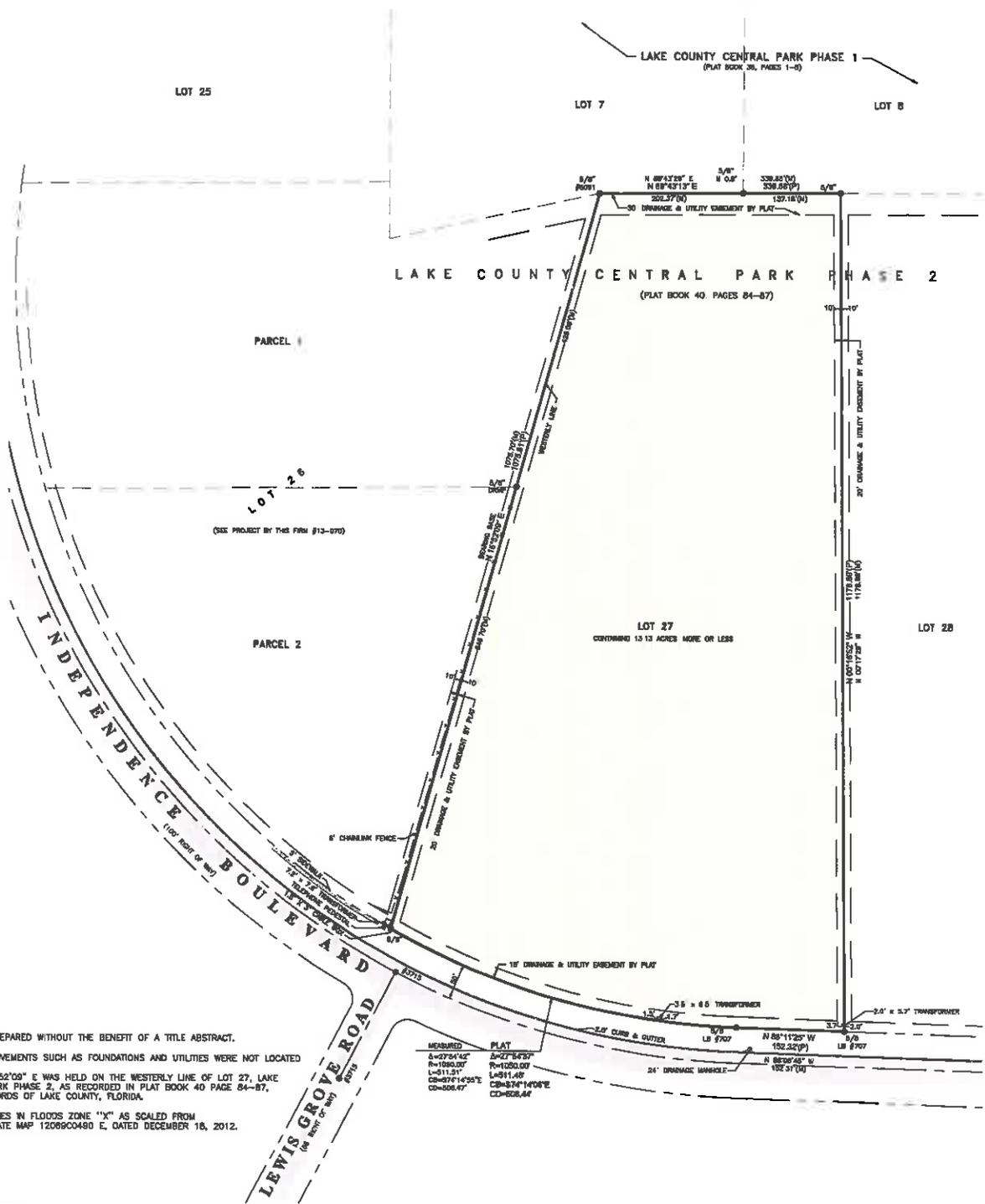
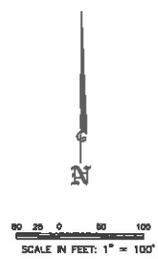
Signature of Acknowledger *Tara Cole*
Name of Acknowledger, Typed or Printed TARA COLE
Title _____
Commission Number EE676779 My Commission Expires 4-27-17

Stamp (seal)



MAP SHOWING
BOUNDARY SURVEY

OF
LOT 27,
LAKE COUNTY CENTRAL PARK PHASE 2
ACCORDING TO PLAT THEREOF
AS RECORDED IN
PLAT BOOK 40, PAGE 84 THROUGH 87,
OF THE CURRENT PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.



- LEGEND:**
- = FOUND 1/2" IRON PIPE NO ID UNLESS OTHERWISE NOTED
 - = SET 1/2" IRON PIPE LB 7944
 - = FOUND 4"x4" CONCRETE MONUMENT NO ID UNLESS OTHERWISE NOTED
 - = SET 4"x4" CONCRETE MONUMENT LB 7944
 - = FOUND PK. NAIL NO ID UNLESS OTHERWISE NOTED
 - = SET PK. NAIL LB 7944
 - Δ = DELTA
 - R = RADIUS
 - L = ARC LENGTH
 - CS = CHORD BEARING
 - CD = CHORD DISTANCE
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY
 - D.B. = DEED BOOK
 - O.R. = OFFICIAL RECORD BOOK
 - O.D. = ORDINANCE
 - FD. = FENCE
 - ID. = IDENTIFICATION
 - LB = LICENSED BUSINESS
 - B.L.L. = BUILDING RESTRICTION LINE
 - (M) = FIELD MEASURED
 - (C) = CALCULATED
 - (D) = DEED
 - (P) = PLAT
 - NO. = NUMBER
 - M.O. = MOWER ORDER
 - A.C. = AIR CONDITIONING UNIT
 - CMF = CORRUGATED METAL PIPE
 - CCUA = CLAY COUNTY UTILITY AUTHORITY
 - CEC = CLAY ELECTRIC CORPORATION
 - W.P.F. = WOOD POWER POLE
 - CP = CONCRETE POWER POLE
 - LP = LIGHT POLE
 - SD = SATELLITE DISH
 - CA = CAY ANCHOR
 - WM = WATER METER
 - TP = TELEPHONE PEDIMENT
 - CP = CABLE PEDIMENT
 - WM = WATER WALK
 - FP = FIRE HYDRANT
 - CLF = CHAIN LINK FENCE
 - CONC. = CONCRETE
 - PRV. = PAVEMENT

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
- 2.) UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS AND UTILITIES WERE NOT LOCATED
- 3.) A BEARING OF N 15°32'09" E WAS HELD ON THE WESTERLY LINE OF LOT 27, LAKE COUNTY CENTRAL PARK PHASE 2, AS RECORDED IN PLAT BOOK 40 PAGE 84-87, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- 4.) PROPERTY HEREON LIES IN FLOODS ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP 12086C0480 E, DATED DECEMBER 18, 2012.

DONALD M. JOHNSON, JR.
FLORIDA REGISTERED LAND SURVEYOR NO. 5613
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

		JOHNSON SURVEYING & MAPPING, INC. 10250 NORMANDY BLVD, SUITE 604 JACKSONVILLE FLORIDA 32221 LICENSED BUSINESS NO. 7944	
		PHONE (904) 619-6630 FAX (904) 619-6786	
W.O. NO.: 2016012	SURVEY DATE: 1-28-2016	DRAFTED BY: CETLINSKI	
CHECKED BY: DMJ	CAD FILE: 16012.DWG	FB 21 PG 27-28	



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 5, 2015

ITEM NUMBER: 3

AGENDA ITEM: Agreement with Donald Bronson regarding the offer to construct and pay for a building to be used as a museum.

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

PREPARED BY: Chief Morgan

DATE: September 28, 2015

BACKGROUND: Mr. Donald Bronson has approached the City with an offer to build a new building for the purpose of housing the Groveland Historical Museum. This offer is similar to one that was accepted by Polk County for the construction a community center in Polk City. The museum currently occupies the small office space across the breezeway from the community room in the Puryear Building. The building he is proposing will be approximately 3,100 square feet, roughly ten times the size of the space the City has provided for the museum's current location. In preliminary discussions with Mr. Bronson, a parcel on State Road 50 next to and east of Tractor Supply was suggested and subsequently endorsed by all parties, including the Historical Museum. This concept is also agreeable to the party currently interested in the remaining tract to the east of this site. This site will also be the new location for Groveland Fire Station 95, and the museum can be included on the site without interfering with emergency operations. Site development for the museum can be incorporated into the fire station project. The remaining property on this site will remain available for development. An agreement was presented to Staff in which specific terms are stated that Mr. Bronson is requiring for his donation. Staff is in agreement with the terms, but made some minor adjustments in order to comply with State statutes and further protect the City. The agreement is attached along with a photo showing a conceptual rendering of the proposed site and photos of the Polk Coty community center bearing Br. Bronson's name.

STAFF RECOMMENDATION: Approval

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

**FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING
BETWEEN DONALD BRONSON AND THE CITY OF GROVELAND
TO CONSTRUCT THE GROVELAND HISTORICAL MUSEUM**

This Funding Agreement and Memorandum of Understanding (“Agreement”) made and entered into this ___ day of _____, 2016 (the “Effective Date”), by and between DONALD BRONSON, Rt. 1, Box 150H, Clermont, Florida (hereinafter “BRONSON”) and the CITY OF GROVELAND, a Florida municipality, 156 S. Lake Avenue, Groveland, Florida (hereinafter the “CITY”). BRONSON and the CITY may be referred to as the PARTIES.

RECITALS

A. BRONSON desires to design, engineer and construct a building to house the Groveland Historical Museum at his expense on real property owned by the CITY to benefit the Groveland Historical Society, Inc., as well as residents and visitors of the CITY.

B. The CITY owns real property north on S.R. 50 and east of Beverly Drive and BRONSON has agreed to construct the building on that property in the general location depicted in **Exhibit A** attached hereto (the “Property”).

C. The CITY finds that clearing and leveling the Property and allowing BRONSON to construct a building on the Property which building will be owned by the CITY to house the Groveland Historical Museum as provided under this Agreement will serve a public purpose and will benefit the Groveland Historical Society, Inc. and the City of Groveland as well as the citizens of Groveland.

D. This Agreement is entered into pursuant to and in accordance with all applicable provisions of Florida law.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**. The Recitals set forth above are true and correct, form a material part of this Agreement and are incorporated herein by reference.
2. **OBLIGATIONS**. BRONSON and the CITY acknowledge and agree to the following:

A. The Building will be owned by the CITY free and clear of liens, mortgages or other financial encumbrances, and the CITY will be responsible for upkeep of the Building and insuring same. Except when in use the Building will

be kept locked. No alcohol will be allowed in the Building. No fees may be charged to enter the Building. The CITY is prohibited from selling or giving away the Building.

B. That the Building will be single story and approximately 50' x 62' for an approximate total of 3,100 square feet. BRONSON will have naming rights to the Building.

C. The Building will be constructed and a certificate of occupancy issued no later than October 31, 2018, unless otherwise extended by the Parties in writing.

D. To cooperate with each other in order to carry out the terms of this Agreement.

3. **DESIGN, PERMIT AND CONSTRUCTION.** At his sole expense, BRONSON will design, permit and construct the Building, as hereafter described, in accordance with applicable laws, including by not limited to the Americans with Disabilities Act, Land Development Regulations of the City of Groveland and the Florida Building Code.

4. **INSURANCE.** In accordance with Section 255.05(1), Florida Statutes, BRONSON will or shall require of its general contractor, prior to commencing construction of the Building, to post and record in the public records of Lake County, Florida, a payment and performance bond with a surety insurer authorized to do business in Florida as a surety. A letter of credit in compliance with Section 255.05(1), Florida Statutes may be substituted.

5. **PROPERTY.** The CITY, at its expense, will clear and level the Property so site work and construction can commence. The Property is more particularly described and depicted in **Exhibit A** on which the Building will be constructed. The CITY will be responsible for any environmental mitigation that may be required prior to construction. The CITY will be responsible for providing parking for the Building, which may be shared parking for a future fire station. The CITY will also be responsible for other site improvements, such as landscaping, trash receptacles, and lighting to comply with the City's Land Development Regulations.

6. **TERMINATION AND ENFORCEMENT OF AGREEMENT.**

A. The Parties may agree to terminate this Agreement at any time prior to construction commencing by executing a written termination.

B. Either party may elect to require specific performance by the other party to enforce any of the terms of this Agreement

7. **WAIVER.** No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effect only through a written modification to this Agreement.

8. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida. Jurisdiction shall be in Lake County, Florida.

9. **NO THIRD PARTY BENEFICIARY.** Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

CITY OF GROVELAND

DONALD BRONSON

APPROVED:

By _____
Mayor Tim Loucks

Donald Bronson

Attest:

Teresa Maxwell, City Clerk

Approved as to Form

Anita Geraci-Carver, City Attorney

EXHIBIT A

Parcel Id No. 19-22-25-000100005200

See attached depiction.



"EAT MORE BEEF"

DONALD BRONSON

Route 1, Box 150H
Clermont, Florida 34711

(863) 984-1062

This contract made the 23rd day of August, 2016, between Donald Bronson, Rt. 1, Box 150H, Clermont, Florida and the City of Groveland.

I, Donald Bronson, plan on building a Museum in Groveland, Florida, on City property. The property is located east of Tractor Supply on Highway 50.

The City will clear and level the land and have the land ready to pour the pad.

I will build the building free and clear, with no expense to the City of Groveland.

The City of Groveland will be responsible for upkeep and insurance.

The building should be kept locked at all times, except when in use.

No alcohol allowed in the building.

After the completion of the Museum the City will own the building free and clear.

This building cannot be sold or given away.
No fees will be assess to this building.

DONALD BRONSON

CITY MANAGER - REDMON JONES

MAYOR - TIM LOUCKS

FIRE MARSHALL - WILLIE MORGAN



DONALD BRONSON COMMUNITY CENTER, POLK CITY, FLORIDA



INTERIOR – DONALD BRONSON COMMUNITY CENTER, POLK CITY, FLORIDA



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 3, 2016

ITEM NUMBER: 4

AGENDA ITEM: MOU Between Lake County Sheriff and the City of Groveland for Chief of Law Enforcement Services

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

PREPARED BY: Gwen Walker, Interim City Manager

DATE: September 28, 2016

BACKGROUND:

Attached please find the Memorandum of Understanding Between Lake County Sheriff and the City of Groveland for Chief of Law Enforcement Services. This MOU has been reviewed by the City Attorney and meets her approval as written.

STAFF RECOMMENDATION: Approve the Memorandum of Understanding Between Lake County Sheriff and the City of Groveland for Chief of Law Enforcement Services.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

MEMORANDUM OF UNDERSTANDING BETWEEN LAKE
COUNTY SHERIFF AND THE CITY OF GROVELAND
FOR CHIEF OF LAW ENFORCEMENT SERVICES

This Memorandum of Understanding Between Lake County Sheriff and the City of Groveland for Chief of Law Enforcement Services (hereinafter referred to as "MOU") is made and entered into by and entered into by and between Gary S. Borders, as Sheriff of Lake County, Florida, a constitutional officer of the State of Florida (hereinafter referred to as "SHERIFF") and The City of Groveland, a municipal corporation existing pursuant to the laws of the State of Florida, its successors and assigns through its City Council (hereinafter referred to as "CITY") (collectively the "SHERIFF" and the "CITY" being the "PARTIES").

W I T N E S S E T H:

WHEREAS, the CITY operates the Groveland Police Department for the provision of law enforcement services to the citizens of Groveland;

WHEREAS, the Chief of Police for Groveland Police Department has recently resigned and the CITY is in need of a temporary Chief of Police while the CITY conducts a search for a replacement;

WHEREAS, the CITY has requested the SHERIFF to provide an Interim Chief of Police during the CITY'S search for a replacement; and

WHEREAS, the SHERIFF is willing to provide an Interim Chief of Police.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and payments hereinafter contained, the PARTIES agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Chief of Police Services. The SHERIFF shall provide to the CITY, for the term indicated or as it may be extended in accordance with the provisions of this MOU,

competent professional Chief of Law Enforcement services. The SHERIFF shall assign a Captain to the CITY for the rendition of Interim Chief of Police services. The CITY agrees to immediately begin the search for a replacement Chief of Police.

Section 3. Consideration. At the conclusion of this MOU, the CITY shall reimburse the SHERIFF for the cost of the assigned Captain at the rate of \$7,033.04 per month for the period of time that said Captain is serving as the Interim Chief of Police for the CITY.

Section 4. Appointment of Personnel. Persons appointed by the SHERIFF in the performance of the services, functions and responsibilities as described and contemplated in this MOU shall be and shall remain appointees of the SHERIFF. All benefits, training and promotional opportunities for such persons shall be provided by the SHERIFF. The CITY shall not be required to assume any liability for direct payment for any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the SHERIFF performing the services, duties and responsibilities pursuant to this MOU for the benefit of the CITY and its residents or any other liabilities whatsoever unless otherwise specifically provided herein. However, the CITY shall remain responsible for any and all damages, actions, suits, claims and demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of all law enforcement services and administrative actions taken by the CITY'S Police Department while the SHERIFF'S Captain is assigned as Interim Chief of Police.

The CITY shall provide a CITY vehicle to the assigned SHERIFF'S Captain. The CITY shall be financial responsible for all aspects of the CITY vehicle including, but not limited to,

insurance, repairs, and maintenance. The SHERIFF will be responsible for the fuel for the CITY vehicle during the term of this MOU.

Section 5. Performance of Services. The Interim Chief of Police assigned by the SHERIFF to the CITY shall report directly to the CITY'S City Manager regarding the day to day operations of the CITY'S Police Department; however, the SHERIFF shall maintain ultimate responsibility and control over the assigned Captain. Nothing in this MOU shall be construed to mean that the CITY is contracting away its constitutional authority.

Section 6. Sovereign Immunity. Nothing herein shall operate as a waiver of the PARTIES' sovereign immunity pursuant to the Florida Constitution and §768.28, Fla.Stat. There are no intended third party beneficiaries to this agreement, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this MOU any rights, benefits, or privileges to rely on or demand performance of any provision of this MOU.

Section 7. Insurance. The personnel appointed and employed by the SHERIFF shall be covered in all respects, as are other members of the SHERIFF'S office either through the SHERIFF'S self-insurance fund or through a private company with comparable coverage.

Section 8. Term. This MOU shall take effect as of the date last signed by the PARTIES below and shall terminate upon the CITY'S hiring of a permanent Chief of Police. The PARTIES may terminate this MOU, with or without cause, upon ten (10) days written notice to the other.

Section 9. Governing Law. This MOU and all of the rights and obligations of the PARTIES hereto shall be governed both procedurally and substantively by and construed according to the laws of the State of Florida. The PARTIES further agree that jurisdiction regarding the rights and obligations of either party under this MOU and any litigation resulting

therefrom, whether by arbitration or otherwise, shall lie exclusively in the Fifth Judicial Circuit in and for Lake County, Florida.

Section 10. Notices.

- A. All notices, demands or other writings required to be given or made or sent in this MOU, or which may be given or made or sent by either party to the other, shall be deemed to have fully been given or made or sent when in writing and addressed as follows:

SHERIFF

Gary S. Borders, Sheriff
Lake County Sheriff's Office
360 West Ruby Street
Tavares, FL 32778

CITY

Gwen Walker, City Manager
City of Groveland
156 South Lake Avenue
Groveland, FL 34736

- B. All notices required, or which may be given hereunder shall be considered properly given if: (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, or (3) sent by private overnight letter delivery company.
- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.
- D. The PARTIES may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filling of notice hereunder.

Section 13. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the PARTIES agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the PARTIES have made and executed this MOU on the respective dates under each signature. The CITY, through its City Council, signing by and through its City Manager, authorized to execute same by council on the ___ day of October, 2016, and Gary S. Borders, as SHERIFF of Lake County, Florida.

CITY
On this ___ day of October, 2016

SHERIFF
On this ___ day of October, 2016

BY: _____
Gwen Walker, Interim City Manager,
City of Groveland

BY: _____
Gary S. Borders, as Sheriff
of Lake County, Florida

Attest:

Teresa Maxwell, City Clerk

Approved as to form and legality:

Approved as to form and legality:

Anita Geraci-Carver, Esq.
City Attorney for
The City of Groveland

David W. Porter, Esq.
General Counsel for
Lake County Sheriff