

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, NOVEMBER 7, 2016 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
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.

AMENDED AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations

- a. Pancreatic Cancer Awareness

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 October 10, 2016
- Approval of City Council Meeting Minutes of October 17, 2016
- Approval of City Council Special Meeting Minutes of October 24, 2016
- Approval of City Council Meeting Minutes of October 26, 2016

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Old Business

1. Ordinance 2016-07-16: Annexation – Villa City Project **Second and Final Reading*
2. Ordinance 2016-07-17: Large Scale Comprehensive Plan Amendment – Villa City Project **Second and Final Reading*
3. Ordinance 2016-10-22: Rezoning to PUD – West Villas **Second and Final Reading*
4. Ordinance 2016-10-23 - Rezoning to PUD – Villa City **Second and Final Reading*

New Business

5. Approval of Consultant Services Agreement with Marvin Puryear, Broker Associate
6. Revise Agreement with Jennifer Montes to Provide Zumba Classes in Cooperation with the Parks & Recreation Department
7. Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative
8. Second Amended Utility Agreement as to Manu, LLC and City of Groveland
9. Employment Agreement between City of Groveland and Gwen Walker re: City Manager
10. Ordinance 2016-11-24: Restructuring of Finance Department
11. Resolution 2016-11-30: Splash Park at Lake David

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.

Proclamation

“World Pancreatic Cancer Day”
November 17, 2016

Whereas, in 2016, an estimated 53,070 people in the United States will be diagnosed with pancreatic cancer, one of the deadliest cancers, and 41,780 will die from the disease;

Whereas, pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States, and it is projected to become the second leading cause by 2020;

Whereas, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just eight percent;

Whereas, when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis;

Whereas, approximately 3,080 deaths will occur in Florida in 2016;

Whereas, pancreatic cancer is the seventh most common cause of cancer-related death in men and women across the world; and

Whereas, there will be an estimated 418,451 new pancreatic cancer cases diagnosed worldwide in 2020; and

Whereas, the good health and well-being of the residents of Groveland are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments; and

Now, Therefore, be it Proclaimed, I, Tim Loucks, Mayor of the City of Groveland, on behalf of its' citizens, do hereby proclaim the 17th of November, 2016 as World Pancreatic Cancer Day.

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



Tim Loucks, Mayor

Teresa Maxwell, City Clerk

City of Groveland
Special Minutes
City Council
Monday, October 10, 2016

The Groveland City Council met in a special meeting on Monday, October 10, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:05pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt and John Griffin. City officials present were: City Attorney Anita Geraci-Carver, Interim City Manager Gwen Walker, City Clerk Teresa Maxwell, and Sergeant-at-Arms Lt. Cliff McMennamy.

OPENING CEREMONIES

- a. Pledge of Allegiance lead by Vice Mayor Karen McMican
- b. Invocation was given by Pastor Bezaire

AGENDA

1. **City Manager's Employment with the City of Groveland**
 - a. **Retain or Terminate City Manager's Employment and Employment Agreement dated January 6, 2014**
 - i. **Public Hearing – in accordance with Sec. 4.02(b) of the Charter of the City of Groveland**

Council Member Radzik moved to terminate the city manager's contract for reason in accordance with Section 5, Paragraph C, Subsection A of the city manager's employment agreement dated January 6, 2014; seconded by Council Member Sweatt.

Discussion ensued amongst the council regarding each members' reasoning for either removing or retaining the city manager. The reasons listed for termination were as follows:

- *City manager provided false statements to Council via memo regarding police chief's misuse of City credit card.*
- *City manager attempted to cover up the credit card misuse to Council going as far as trying to enlist staff to help.*
- *City manager changed the scope of work on the Gina Hall HR Consulting contract without Council's knowledge after Council had given specific direction that Ms. Hall was to be retained to complete the existing sexual harassment and other employee complaints as well as review those that were closed by the city manager.*
- *City manager circumvented the Florida Public Records Law by refusing to turn over documents as requested.*
- *City manager promoted a staff member to a director position without notifying Council or performing an unbiased interview process.*
- *City manager failed to schedule a workshop to review his performance as directed by the Council.*
- *City manager's express desire to remain in his position to complete projects so "he could write his own ticket" at his next employment.*

- *City manager hid from or misinterpreted pertinent information to members of the Council.*
- *City manager refused to follow Council direction if that direction was against any projects he wanted to promote.*
- *City manager's continued lack of focus on the daily or mundane needs of the City.*
- *City manager's continued refusal to familiarize himself with the City Charter and Florida State Statutes.*
- *City manager's placing of items on agendas that are not accurate such as the Villa City Project or refusing to place items on agendas to correct inaccuracies such as the overcharge for meter fees in an attempt to save face.*
- *City manager did not follow statutory requirements when investigating the employee complaints.*
- *City manager's continued resistance to establish equal practices among staff or require directors to do the same which resulted in numerous internal complaints and lawsuits.*
- *City manager's instigation of the Alpha Inspections unfounded FDLE investigation.*
- *City manager not ensuring that the CUP affecting the Villa City Project was submitted with the proper information causing a denial from DEO of the project.*

The motion was approved with the vote as follows: Council Member Sweatt, Council Member Radzik and Mayor Loucks voting aye; Council Member Griffin and Vice Mayor McMican voting nay.

Council Member Radzik moved to offer a six weeks severance package as indicated in the employment contract in return for a release of all claims as stipulated in the standard separation agreement; seconded by Council Member Sweatt.

Council Member John Griffin left the meeting at 8:37pm.

The motion was approved with all members present voting aye.

PUBLIC COMMENT

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 8:40pm.



Attest:

Tim Loucks, Mayor

Teresa Maxwell, City Clerk

City of Groveland
Minutes
City Council Meeting
Monday, October 17, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, October 17, 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, Dina Sweatt and John Griffin. City officials present were: City Attorney Anita Geraci-Carver, Acting Interim City Manager Chief Willie Morgan, City Clerk Teresa Maxwell, and Sergeant-at-Arms Capt. Todd English.

OPENING CEREMONIES

- a. Pledge of Allegiance lead by Vice-Mayor Karen McMican
- b. Invocation was given by Pastor Bezaire

GUEST SPEAKERS, PRESENTATIONS AND PROCLAMATIONS

- a. Gina Hall, HR Consulting, LLC - Employee Survey Report
Mrs. Geraci-Carver reviewed Ms. Hall's report stating that Mrs. Walker is currently working with the HR manager and Capt. English to address and rectify the concerns listed.

Council Member Radzik spoke about council's direction that Ms. Hall be hired to perform the investigation of the numerous employee complaints and review those closed by the city manager not do a "temperature check" of the police department. However, due to the former city manager unilaterally changing the scope of the contract without notifying Council, these investigations still have not been performed.

REPORTS

a. Council Members

- **Council Member Dina Sweatt** reported that she attended the CRA Business of the Month photo shoot at O'Reilly's Auto Parts on October 10, the South Lake Chamber of Commerce Candidate Forum at Hope International Church on October 13, the Wings and Wildflower Festival in Leesburg on October 15, where she worked in the Keep Lake Beautiful booth, and the Lake County League of Cities Luncheon on October 14. She informed the Council that there is still no funding earmarked for the SR 50 Realignment Project. She also stated that Commissioner Tim Sullivan notified the group that Lake County BOCC is in the process of placing a moratorium on marijuana and would be speaking with the municipalities when completed.
- **Council Member Mike Radzik** reported that he attended the second meeting of the FLC Legislative Taxation Committee on October 28. He then updated the Council on his progress with the Lake County School Board in regards to the 20-

acres adjoining the City's parkland on Wilson Lake Parkway. He stated that he was informed the LCSB does not have the funds to construct a school on the property by the deed deadline. He asked the Council to allow Mrs. Geraci-Carver to determine the intentions of the LCSB before proceeding further.

Consensus to have Mrs. Geraci-Carver speak with the LCSB to determine their plans for the property.

- **Vice Mayor Karen McMican** reported that she attended the FLC Legislative Committee for Urban Administration on October 28.
- **Mayor Tim Loucks** reported that he had two important items that recently came to light to discuss with the Council.

First, he attended a meeting regarding the South Lake Regional Park where the question was raised as to who would be paying for the road and utility infrastructure. Mayor Loucks was informed at the meeting that the former city manager pledged Groveland sewer impact fees for the infrastructure without informing Council or staff. This cannot happen as those impact fees are already pledged and he did not have the required authority. The utility infrastructure will be needed at the park and also the Monte Vista Farms development located south of the parkland. Mayor Loucks stated that the development will pay for the utility infrastructure and the County will pay for the road. He explained that the road is not within Groveland and the park is not exclusive to Groveland therefore, Groveland should not have to bare all of the expense.

The second item concerned the Villa City Project. Mayor Loucks informed the Council that he received a letter dated two weeks ago from the State Department of Economic Opportunity denying the submitted comprehensive plan amendment. He stated that the concern is that the Consumptive Use Permit does not provide water for the development. The consultant firm stated that they were not directed to apply for the CUP by the city manager. The city manager neglected to notify the Council and kept the item on the agenda for approval knowing it was denied. Mayor Loucks stated that he is working with staff, the city attorney, consultants and SJRWMD as well as Villa City representatives to quickly rectify this matter.

b. City Manager

None.

c. City Attorney

Mrs. Geraci-Carver stated that Vice Mayor McMican brought information to her and the Council regarding shoe and clothing recycling receptacles. She asked if the Council wished to have an RFP drafted for an exclusive or non-exclusive contract for this type of recycling. ***Consensus to have staff draft an RFP for exclusive shoe and clothing recycling receptacles.***

Mrs. Geraci-Carver addressed the recent moratorium on marijuana. The County will not issue any Business Tax Receipts for this type of business. She stated she will continue to update the Council as changes are made. In regards to the Villa City Project, she is working with staff to have the PUD rezoning ordinance, utility agreement, developer's agreement, and annexation ready for the November 7 meeting.

Mrs. Geraci-Carver then announced the following Shade Meeting:

The City of Groveland Mayor and Council along with Gwen Walker, Interim City Manager, Anita Geraci-Carver, City Attorney and Dale A. Scott, Special Counsel will

have a meeting on Monday, October 24, 2016 at 5:30 p.m. concerning the case titled Glen Wilson vs. City of Groveland, U.S. District Court, Middle District of Florida, Case No. 5:16-cv-00048-JSM-PRL. This meeting will be held at the E.L. Puryear Building, 243 South Lake Avenue, Groveland, FL. The discussion will be closed to the public, pursuant to Florida Statutes 286.011(8) Attorney-Client Session.

d. Citizen Advisory Committee

Recreation Advisory Committee Secretary Briggett Brannon provided the RAC Goals to the Council prior to making her address. Mrs. Brannon asked for direction from the Council in regards to having a splash park. Mayor Loucks stated that the city manager was previously directed to look into constructing a splash park; however, the manager most recently stated he was working on having a water feature at the proposed multimillion-dollar municipal complex instead.

Consensus to have the Recreation Advisory Committee research the placement of a splash park at Lake David and have staff bring back a resolution at the next council meeting.

Mrs. Brannon stated that the RAC recommends that the Council amend the contract for the Zumba instructor to remove the requirement of having a staff member present. Council Member Radzik questioned the need to have a staff member present for the Zumba as this was not required of a previous instructor.

Consensus to place the Zumba Contract on the next agenda.

Council Member Radzik also questioned the need to have a police officer present at the RAC meetings since they were only an advisory group.

Council Member Radzik moved to discontinue the use of a police officer at the Recreation Advisory Meetings; seconded by Council Member Dina Sweatt. The motion was approved with all members present voting aye.

CONSENT AGENDA

- Approval of City Council Workshop Minutes of October 3, 2016
- Approval of City Council Meeting Minutes of October 3, 2016

Vice Mayor McMican moved to approve the agenda after moving Items 7-9 after Item 2; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

NEW BUSINESS

1. Appointments to Recreation Advisory Committee

Vice Mayor McMican moved to appoint the recommended applicants to the Recreation Advisory Committee; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

2. Lease Agreement between City and Representative Metz

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

7. Resolution 2016-10-29: Final Plat – Eagle Pointe Phase 4

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

8. Ordinance 2016-10-22: Rezoning to PUD – West Villas

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

9. Ordinance 2016-10-23: Rezoning to PUD – Villa City

Council Member Sweatt moved to table until the Special Council Meeting scheduled on October 24 at 5:00pm; seconded by Council Member Radzik. The motion was approved with all members present voting aye.

3. Second Addendum to Alpha Inspections, Inc. Agreement

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

Council addressed this items amongst themselves before listening to public comments.

Recess 10:15-10:25

Motion Amended.

Council Member Radzik moved to approve the contract with an audit review to be performed one week after the permit software goes live, with a software representative present, and future audits to be determined by the Finance Director; seconded by Dina Sweatt. The motion was approved with the vote as follows: Council Member Radzik, Council Member Sweatt and Mayor Loucks voting aye; Council Member Griffin and Vice Mayor McMican voting nay.

4. Discussion re: Welcome Center Purchase

Consensus to bring the item back to the Council at the second meeting in November.

5. Discussion re: City Manager Search

Consensus to hold a workshop on Wednesday, October 24, 2016 at 6:30pm in the E.L. Puryear Building.

6. Resolution 2016-10-28: Autism Inclusion

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

PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 11:20pm.



Attest:

Tim Loucks, Mayor

Teresa Maxwell, City Clerk

City of Groveland
Special Minutes
City Council
Monday, October 24, 2016

The Groveland City Council met in a special meeting on Monday, October 24, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 5:15pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, and Dina Sweat. City officials present were: City Attorney Anita Geraci-Carver, Interim City Manager Gwen Walker, City Clerk Teresa Maxwell, and Sergeant-at-Arms Capt. Todd English. Council Member John Griffin was absent.

AGENDA

1. Approval of Contract with WRA for Consumptive Use Permitting

Vice Mayor McMican moved to approve; seconded by Council Member Radzik. The motion was approved with the vote as follows: Council Member Radzik, Council Member Sweatt and Mayor Loucks voting aye; Vice Mayor McMican voting nay.

2. Ordinance 2016-10-23: Rezoning PUD – Villa City

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

PUBLIC COMMENT

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 5:40pm.



Attest:

Tim Loucks, Mayor

Teresa Maxwell, City Clerk

City of Groveland
Workshop Minutes
City Council
Wednesday, October 26, 2016

The Groveland City Council met in a special meeting on Wednesday, October 26, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:05pm with the following members present: 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, City Clerk Teresa Maxwell, and Sergeant-at-Arms Cmdr. Scott Penvose. Council Member John Griffin was absent.

AGENDA

1. Discussion re: City Manager Search

Members of the Council discussed changes they wished to be made to the current job description recommending that the staff review the ICMA website and other municipalities' job descriptions in order to have one that covers all necessary areas.

Staff was asked who would conduct the job search and interview process. Mrs. Geraci-Carver stated that her office with the assistance of the Florida League of Cities Range Riders had performed this function in the past; however, she recommended that council hire a staffing firm.

Council discussed the need to hire a staffing firm similar to the firm Mount Dora recently used to fill their city manager vacancy. Mrs. Geraci-Carver stated that the firm Mount Dora used, Slavin Management Consultants, had a clause in their contract that if the newly hired city manager left before one year's time, the firm would fill the vacancy again at no additional charge. The Council was in agreement that this type of clause was what they needed to include in the contract as well.

Mayor Loucks addressed the Council stating that although he agreed with hiring a staffing firm, he had a different idea in the interim. Mayor Loucks stated he recommends the Council offer Mrs. Gwen Walker a contract to be the city manager for one-year. At the end of the one year, Mrs. Walker could return to her former position of Finance Director or apply to remain the city manager. His reasoning was that the City had to hire from the bottom of the barrel with the last two managers. He felt this was due to all of the negative press. He stated that no reputable candidate would apply after searching Groveland and reading all of the controversial news stories.

Mayor Loucks explained that one year would allow the City to have several changes occur, such as: safely circumvent a heavily deleterious political climate, alleviate negative press, allow time for Mr. Puryear to bring in new businesses, provide more positive press strategies, develop a competitive pay structure, have time to stabilize the organization, complete all of the HR complaint investigations, and provide enough time to restructure the police department staff and policies while hiring a new police chief.

Mayor Loucks said having a strong foundation is vital to maintaining a successful organization. He claimed if the Council hired a manager now, the person would either not stay long or Council would be back in the same position with an underperforming manager. He informed the Council that in the short period of time, Mrs. Walker has been the interim city manager, long standing issues were quickly resolved and staff morale was rapidly rising. Mayor Loucks says he firmly feels with more time the City organization will soon be back to optimal performance and would be able to attract the most qualified applicants.

Council discussed the pros and cons of Mayor Loucks' idea debating the merit. They spoke of the actual time it would take to search for and hire a highly qualified individual in relation to the one-year contract. They spoke of why there was a need to change Mrs. Walker from interim city manager to city manager; which most felt would allow her to be more successful when dealing with businesses and other organization. Council discussed the type of contract pay and benefits if Mrs. Walker was offered the contract and whether or not she would have dual titles by continuing as the Finance Director. It was clarified that the Finance Director position would not be filled. A finance assistant position was budgeted and would be hired. Mrs. Walker would be the City Manager and would oversee the finance department and budget as a city manager normally does.

Consensus to bring a contract back to the Council appointing Mrs. Walker as city manager with the ability to return as finance director in one –year's time or earlier if she wished. Mrs. Geraci-Carver was directed to negotiate with Mrs. Walker in regards to a pay increase and ensure that she be provided with a phone, car, and all the same benefits as the former city manager.

Consensus to require a super-majority vote with the first 9 months to remove Mrs. Walker from the city manager position.

Consensus that Mrs. Walker be allowed to apply for the city manager position if she wished at the end of the year or to obtain a contract extension if approved by the Council.

PUBLIC COMMENT

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 8:10pm.



Attest:

Tim Loucks, Mayor

Teresa Maxwell, City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 1

AGENDA ITEM: Ordinance 2016-07-16: Annexation – Villa City Project *Second and Final Reading

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

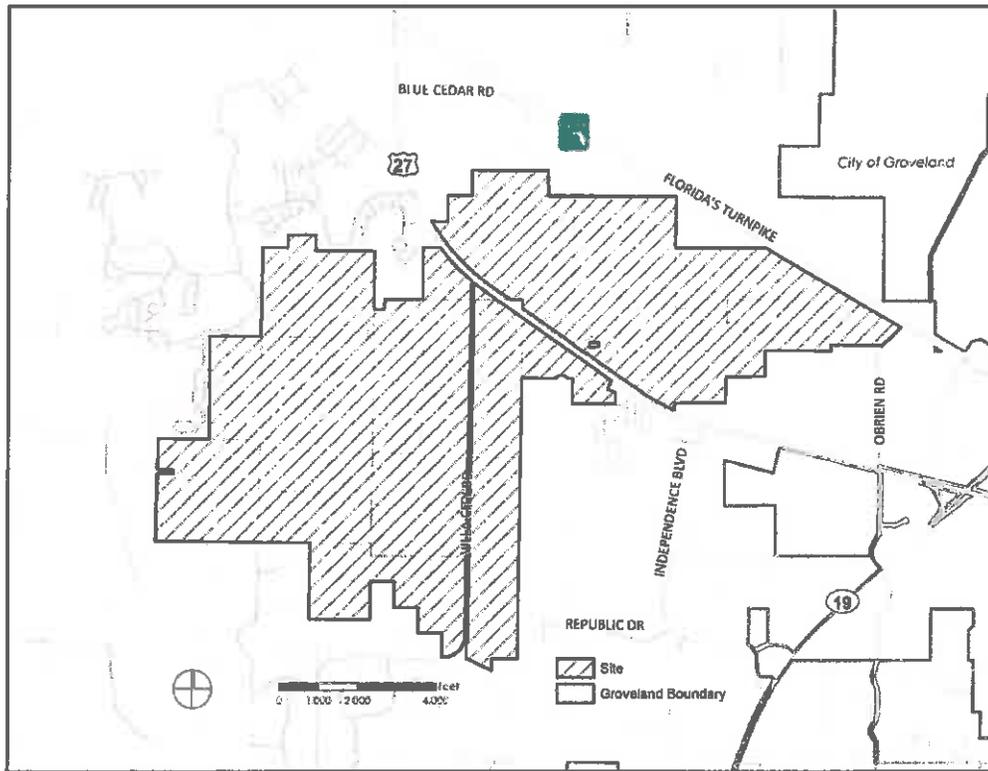
BACKGROUND: A number of owners are proposing to develop the Villa City project within the City of Groveland. Currently the properties are located in unincorporated Lake County. The properties are located within the City’s planning area and 180 utility district as identified in the Interlocal Service 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. 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 _____

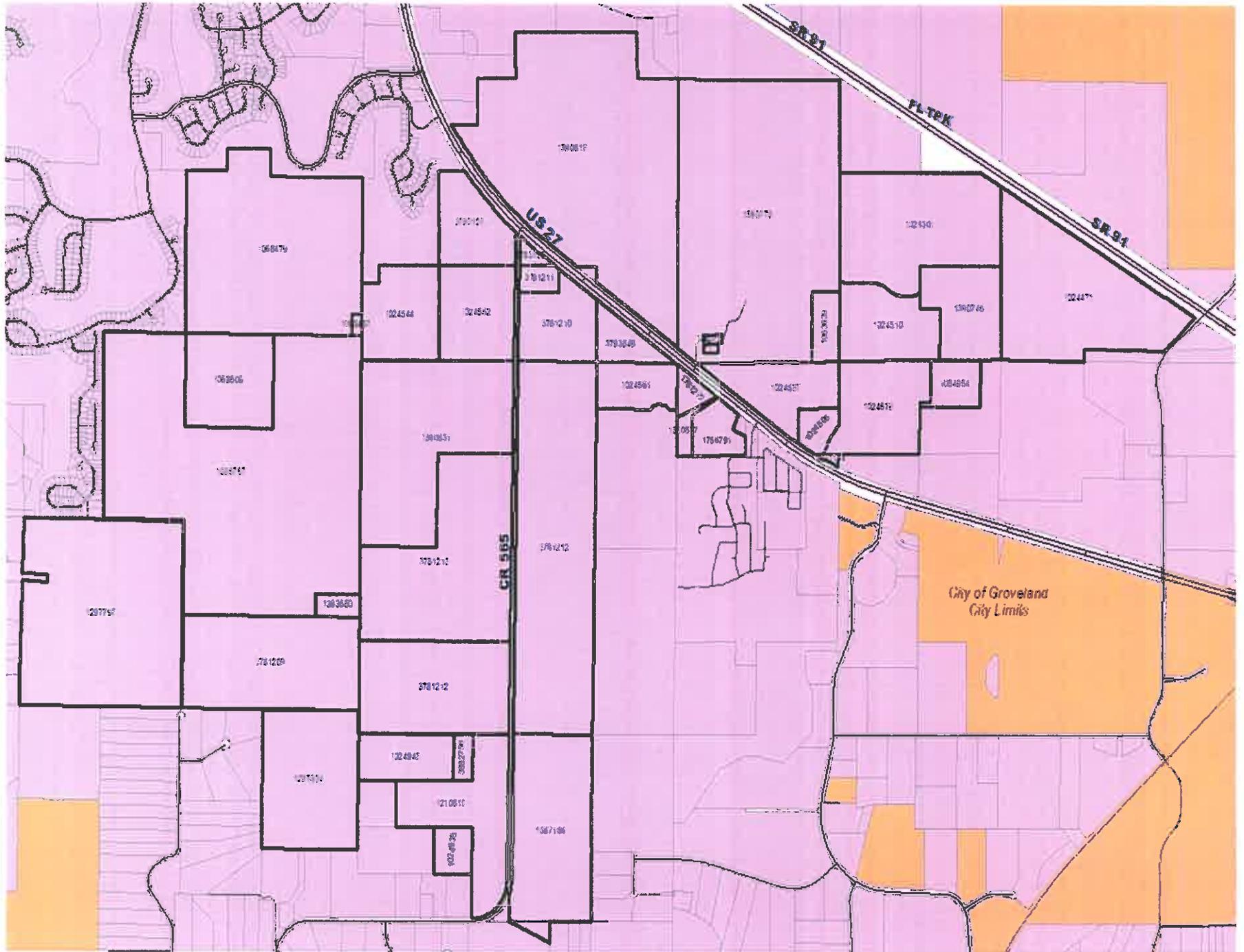
Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	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).

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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 1500 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.

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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

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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.

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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.

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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

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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:

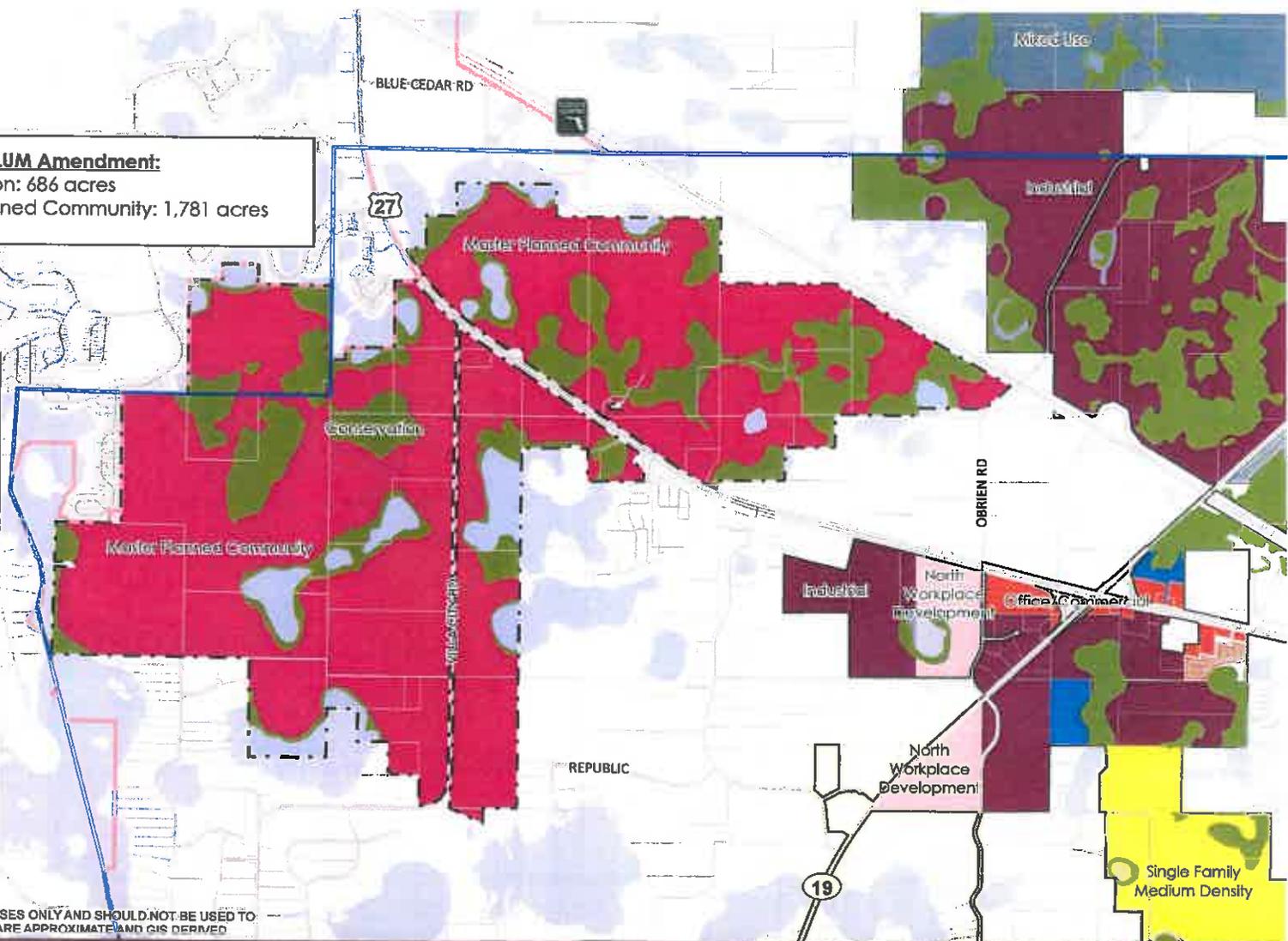
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE WEST 320 FEET OF THE SOUTH 700 FEET, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

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

Legend

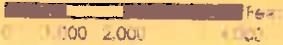
Groveland Future Land Use

- 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





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 2

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

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

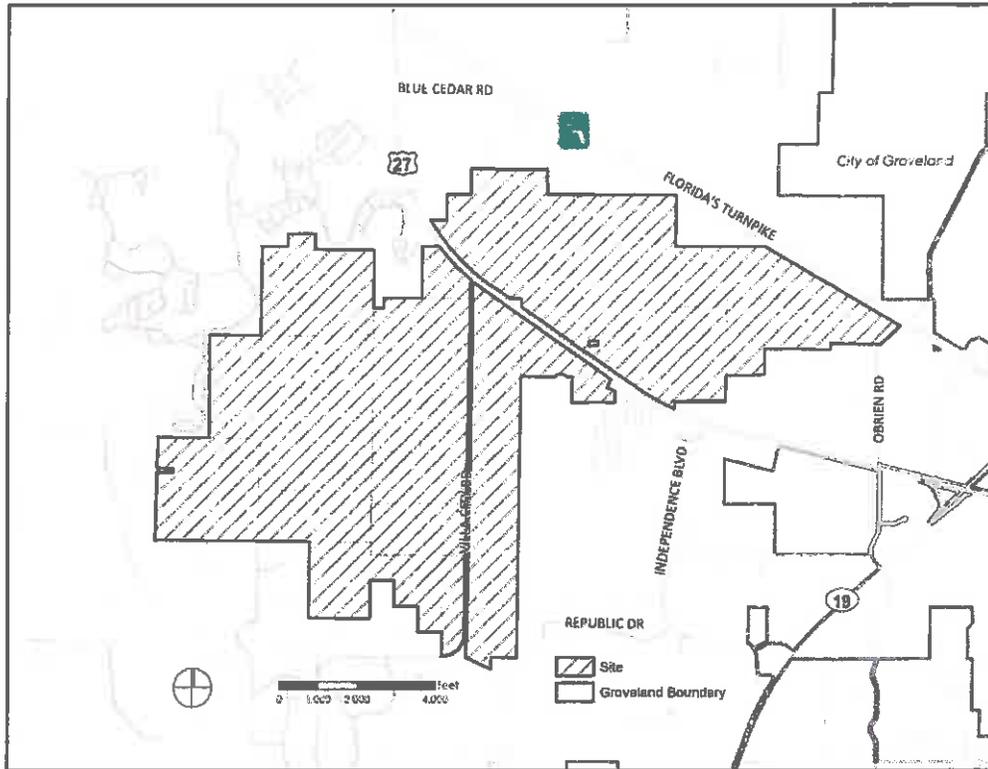
In addition, the following shall apply:

- 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.

"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 2016-07-17

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

Land Use	Maximum Residential Density
Residential:	
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.
Land Use	Maximum Land Intensity
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		

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 1500 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

First American Title Insurance Company

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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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:

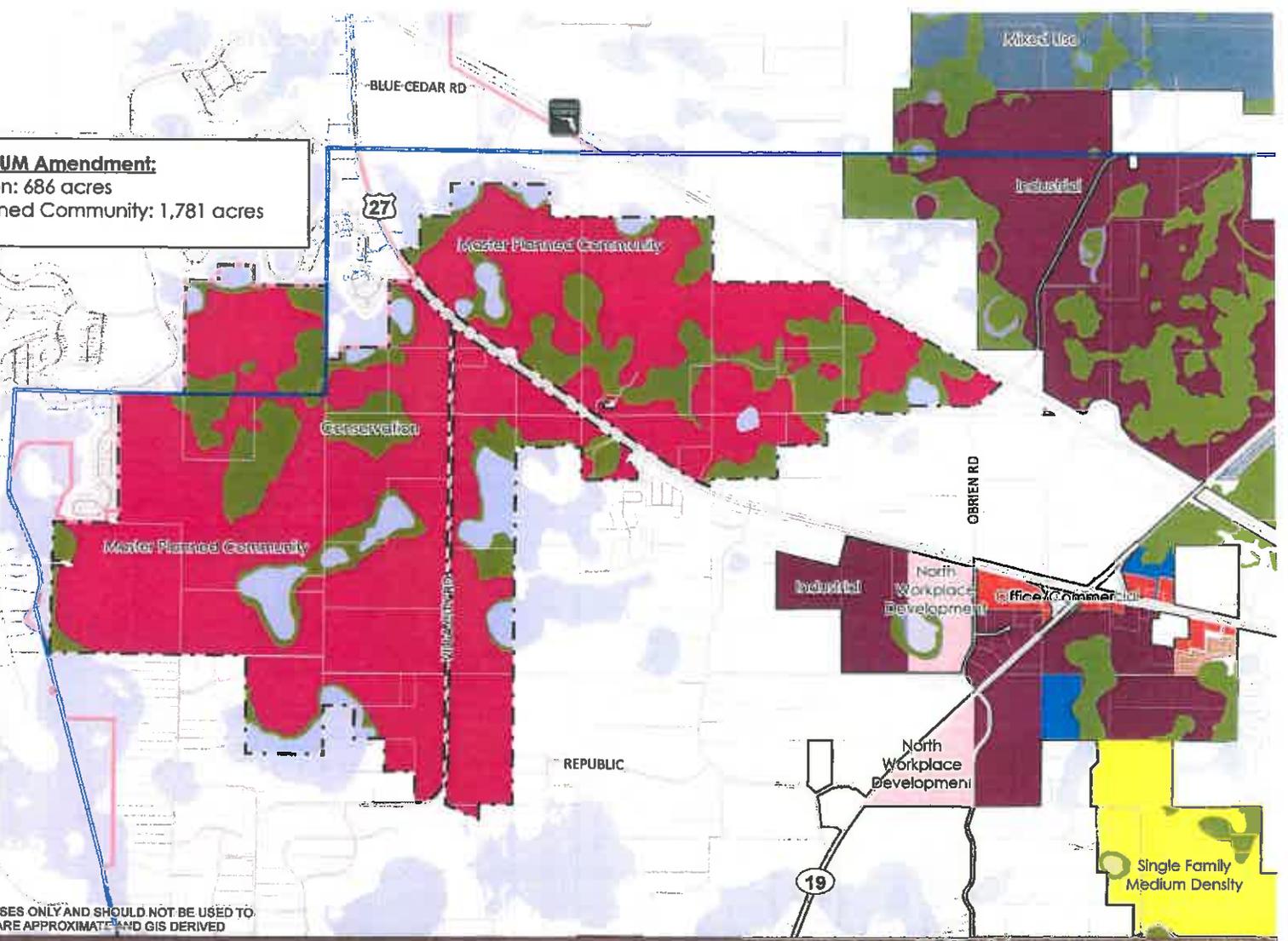
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE WEST 320 FEET OF THE SOUTH 700 FEET, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

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



REQUEST FOR CITY COUNCIL CONSIDERATION

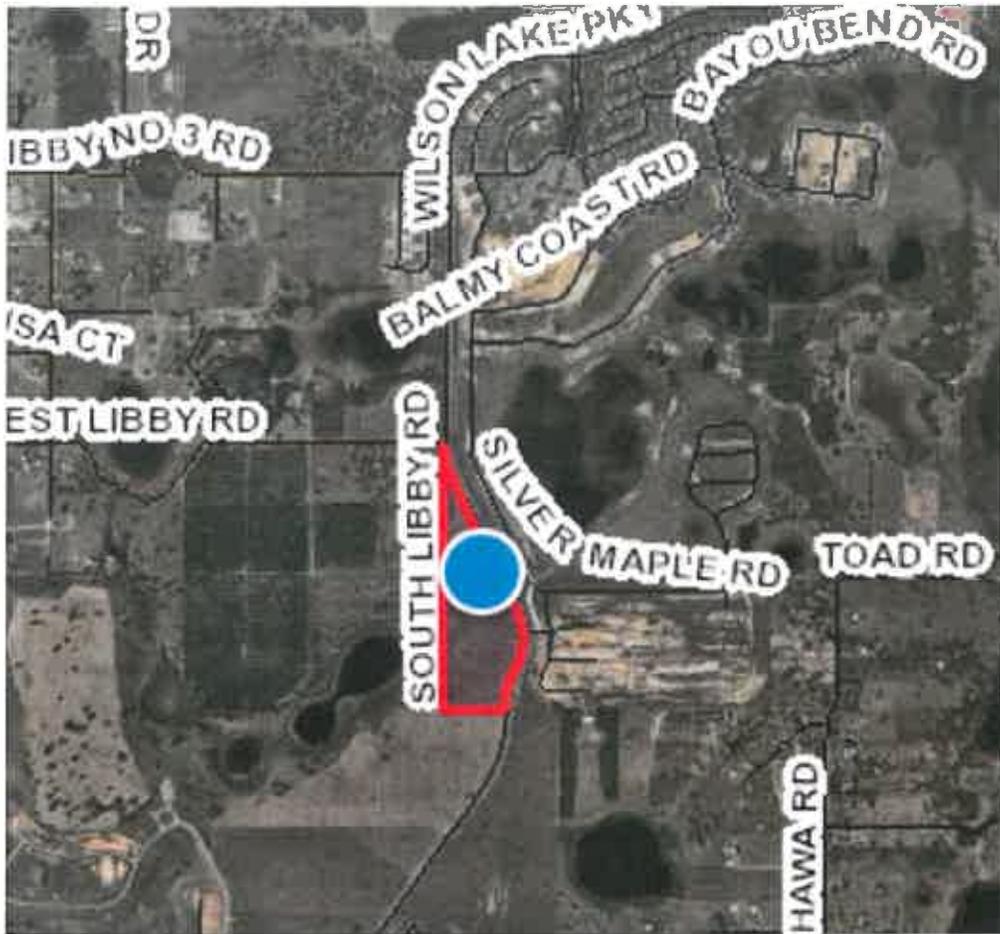
MEETING DATE:	November 7, 2016
ITEM NUMBER:	3
AGENDA ITEM:	Ordinance 2016-10-22: Rezoning to PUD – West Villas <i>*Second and Final Reading</i>
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Robby Lewis, Interim City Planner
DATE:	October 11, 2016

PROPERTY LOCATION: The subject property is located on the west side of Wilson Lake Parkway, about one and one-half miles south of US 27, and about one-mile north of Cherry Lake Road (CR 478), near the Trilogy community.

BACKGROUND:

The subject property is currently vacant containing 30.16 +/- acres, and is owned by the City of Groveland. Please see **West Villas PUD Site Plan Location Map** below for the location, surrounding uses and road network in the vicinity of the subject property.

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The property had been part of the Cascades/Trilogy PUD, originally intended for commercial uses. On February 1, 2016, the City Council adopted a comprehensive plan amendment to change the future land use designation of the subject property to Single Family Medium Density Residential (SFMD), to match the rest of the Trilogy PUD.

Several years ago the subject property was conveyed to the City by the Cascades/Trilogy developer, in exchange for recreation impact fee credits. Since then, the City has been marketing the property for sale, intending to use the proceeds from selling the property to cover the recreation impact fees that would have been paid by the Trilogy PUD residential development. Any new residential development on the subject property would still need to pay recreation impact fees.

The proposed PUD zoning for the property is consistent with the SFMD future land use designation of the property. This PUD zoning anticipates a single family subdivision with a minimum lot size of 6,000 square feet and minimum lot width of 50 feet. There will also be a small wetland area which will be preserved, as well as roughly 4 acres of additional open space. A Preliminary Subdivision Plan (PSP) for the subject property is also currently under review including 87 lots, which is consistent with the proposed PUD zoning. The West Villas PUD as proposed and presented in the PSP currently under review will be similar to the residential development in the adjacent Trilogy PUD.

The first public hearings for this PUD zoning ordinance are being held tonight. The second public hearings for the PUD ordinance will be held to adopt the proposed ordinance at the first Local Planning Agency and City Council meetings in November. The PSP for the proposed subdivision on

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the subject property will also be considered by the Local Planning Agency and the City Council on that date.

STAFF RECOMMENDATION: Motion to Approve Ordinance 2016-10-22

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

ORDINANCE 2016-10-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, ASSIGNING A ZONING DESIGNATION OF CITY OF GROVELAND PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY THE CITY OF GROVELAND, AND LOCATED AT WILSON LAKE PARKWAY, GROVELAND, LAKE COUNTY, FLORIDA, PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN N89°45'38"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 697.58 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89°45'38"W, ALONG SAID SOUTH LINE, A DISTANCE OF 626.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE DEPARTING SAID SOUTH LINE RUN N00°17'40"E, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 2636.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILSON LAKE PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 2858, PAGES 164-172, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S89°42'20"E, A DISTANCE OF 4.82 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 23°35'45" AND A RADIUS OF 890.00 FEET; THENCE FROM A TANGENT BEARING OF S03°03'28"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 366.52 FEET TO THE POINT OF TANGENCY; THENCE S26°39'13"E, A DISTANCE OF 1117.88 FEET; THENCE S63°20'47"W, A DISTANCE OF 15.00 FEET; THENCE S26°39'13"E, A DISTANCE OF 301.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 50°19'00" AND A RADIUS OF 645.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 566.43 FEET; THENCE DEPARTING SAID CURVE, RUN S66°20'13"E, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 06°43'40" AND A RADIUS OF 660.00 FEET; THENCE FROM A TANGENT BEARING OF S23°39'47"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 30°23'34" AND A RADIUS OF 740.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 392.53 FEET TO THE POINT OF TANGENCY; THENCE S00°00'07"E, A DISTANCE OF 14.71 FEET TO THE POINT OF BEGINNING.

Section 2: Zoning Classification.

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

General

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

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

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

Purpose

The purpose of this PUD is to:

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

Land Uses

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

Residential:	17.64+/- acres
Park Land and Facilities:	2.00 +/- acres
Open Space	9.24 +/- acres
• Open	1.37 acres
• Dry Retention	5.32 acres
• Landscape buffers/tracts	2.55 acres
Conservation (wetlands/buffer)	0.68 +/- acres

Residential

The residential development shall be comprised of single family detached homes and shall not exceed 87 units.

Setbacks

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

Front: 20 feet
Rear: 10 feet
Side: 5 feet, except 15 feet for corner lots at street side

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. The minimum lot size is 6,000 square feet.

Dwelling Size

The minimum dwelling size for all single family residences shall be 1,500 square feet of heated/air conditioned space under roof exclusive of garage, carports and porches.

Lot Width

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

Lot Coverage

Lots shall have a maximum lot coverage of 60% to include principal dwelling, all paved areas and swimming pools.

Height of Structures

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

Manufactured or prefabricated homes

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

Building Design

Building design will be in accordance with the Chapter 137, Article II: Architectural Standards of the City's Land Use and Development Code. The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.

- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance. Owner shall submit plans for building design which offer both innovative design and sufficient additional amenities. A determination of whether the design is innovative and has sufficient additional amenities is in the sole discretion of the City. Designs and additional amenities shall, at a minimum include: diversity of elevations and architectural features which may include front porches, shutters, stone accents, a variety of color schemes, and minimum 5:12 pitch roof.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.
- In an effort to avoid monotony, the same home plan and elevation will not be duplicated every fourth house along the same side of any street, opposite or diagonally opposite in a residential floor plan.

Recreation and Open Space

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

Parkland and Park Facilities

A minimum 0.25-acre tract shall be dedicated to the homeowner's association for ownership and maintenance to provide for recreation facilities for the residents of the subdivision. The facilities shall be approved in advance by the City, but shall be constructed and installed by the owner at its expense. The recreation facilities shall be installed no later than the date the 40th certificate of occupancy is issued for the subdivision. Facilities may include tot lot type equipment or outdoor obstacle/fitness course.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet shall be maintained. No development except passive recreation, as defined in Policy 1.6.3 in Chapter 5 of the Comprehensive Plan, and lake access and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas.

Public Facilities

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except

temporary construction uses) on the Project. Irrigation of common areas within the Project shall be connected to City reclaim lines.

Solid Waste

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

Drainage

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

Transportation

All two-way streets shall have a fifty foot (50') right-of-way with a minimum 24-foot pavement and curb width. Provision shall be made for underground utilities.

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

Street and Sidewalks

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

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

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

Landscaping Requirements

Landscaping will be provided in areas identified as open space. The landscaping shall conform to the landscape plan to be submitted by the applicant simultaneous with or prior to the filing of the first plat, which shall be subject to the approval of the City Council at its sole and absolute discretion. All landscaping in open spaces and right-of-way shall be maintained by the Homeowner's Association.

Species

Landscaping within the development shall emphasize native species trees, shrubs and flowers to reduce maintenance, help ensure longevity, and to reinforce the natural environment of the area. Species should be selected partly on the basis of their visual interest at different times of the year. Among the species that are recommended in this

ordinance are all trees native to Florida according to the *Guide to the Vascular Plants of Central Florida* by Richard P. Wunderlin, including, but not limited to those in the following table:

CANOPY TREES	UNDERSTORY TREES	SHRUBS
Live Oak (<i>Quercus virginiana</i>)	Drake Elm (<i>Ulmus parvifolia</i>)	Sweet Viburnum (<i>Viburnum odoratissimum</i>)
Laurel Oak (<i>Quercus laurifolia</i>)	Weeping Bottlebrush (<i>Callistemon viminalis</i>)	Sandanka Viburnum (<i>Viburnum suspensum</i>)
Shumard Oak (<i>Quercus shumardii</i>)	Redbud (<i>Cercis canadensis</i>)	Privet (<i>Ligustrum lucideum</i>)
Red Maple (<i>Acer rubrum</i>),	Dogwood (<i>Cornus florida</i>)	Waxed Leaf Ligustrum (<i>Ligustrum japonicum</i>)
Sweetgum (<i>Liquidambar styraciflua</i>),	Cherry Laurel (<i>Prunus caroliniana</i>)	Podocarpus (<i>Podocarpus macrophylla</i>)
Southern Magnolia (<i>Magnolia grandiflora</i>),	Wax Myrtle (<i>Myrica cerifera</i>)	Pittosporum (<i>Pittosporum tobira</i>)
Sweet Bay (<i>Magnolia virginiana</i>)	Crape Myrtle (<i>Lagustromia indica</i>)	Saw Palmetto (<i>Serenoa repens</i>)
Bald Cypress (<i>Taxodium distichum</i>)	Red Cedar (<i>Juniperus silicicola</i>)	Azaleas (<i>Rhododendron</i> spp.)
	Loblolly Pine (<i>Pinus taeda</i>)	
	American Holly (<i>Ilex opaca</i>)	
	Sand Pine (<i>Pinus clausa</i>)	
	Slash Pine (<i>Pinus elliottii</i>)	

Canopy trees shall have a minimum DBH size of 2 inches, and understory trees a minimum of 1.5 inches, measured 4 inches above the ground upon planting. Shrubs shall be a minimum of 30 inches in height and 3 gallons immediately upon planting. All landscaped and common areas shall be properly irrigated.

The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height and tree for tree. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the city issuing a certificate of completion for the subdivision or city accepting the conveyance of infrastructure improvements and real property, whichever occurs last; however, if neither can be accomplished for a reason acceptable to city, owner shall post a bond in an amount acceptable to city and for a duration acceptable to city until such trees are planted and viable. No lot may have less than 2 protected trees.

Lighting

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

Utilities

All utilities shall be underground.

Signage

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

Maintenance of Common Areas

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

Endangered species habitat

Species and habitat survey shall be required.

Impact Fees

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

Amendments

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

Expiration of PUD

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

Section 3: Consistent with Comprehensive Plan.

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

Section 4: Official Zoning Map.

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

Section 5: Severability.

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

Section 6: Conflict.

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

Section 7: Effective Date.

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

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

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Teresa Maxwell, City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney

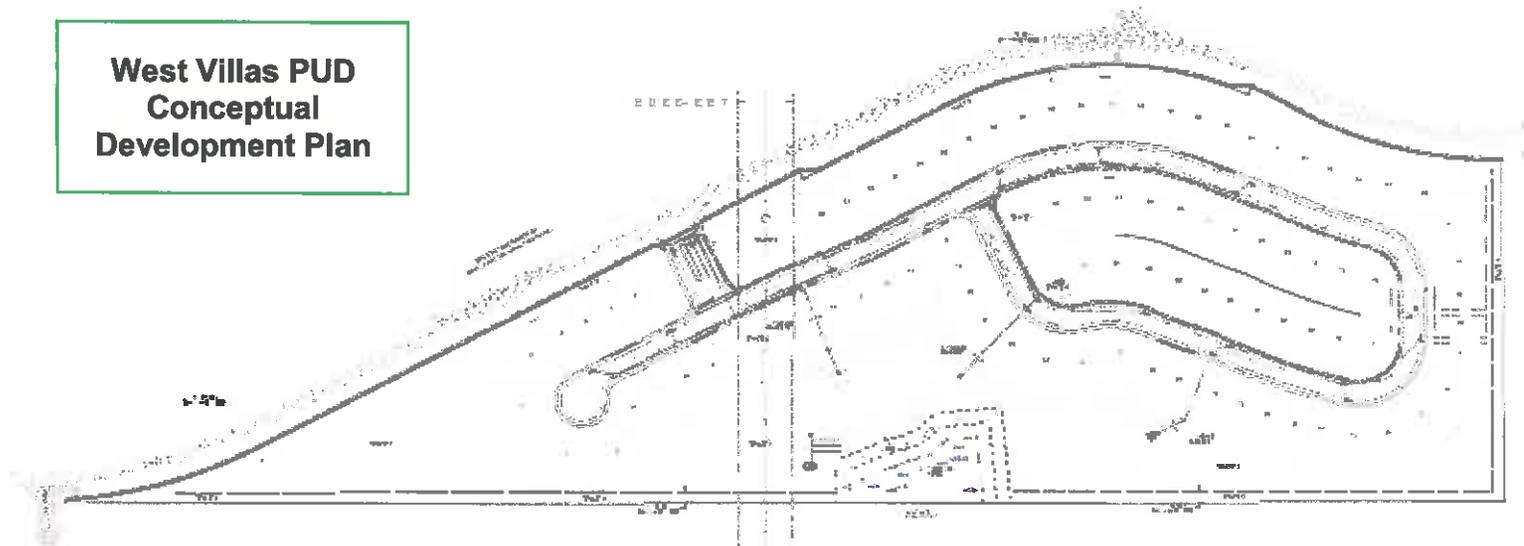
Passed First Reading _____
Passed Second Reading _____

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
Tim Loucks		
John Griffin		
Karen McMican		
Mike Radzik		
Dina Sweatt		

EXHIBIT A

**West Villas PUD
Conceptual
Development Plan**



Received 9/2/16



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: August 5, 2016 Application # _____

Applicant Name: William E. Barfield Applicant Phone# 407-478-1866
Address: 225 S Westmont Ave. Suite 2040 Applicant Fax # 866-473-0427
Altamonte Springs, Florida 32714 Email Address: wbarfield@wbarfieldlaw.com

Applicant is: () Owner () Agent () Purchaser () Lessee () Optionee

Owners Name: City of Groveland Owner's Phone # 352-429-2141
Address: 156 S. Lake Ave Owner's Fax # 352-429-3852
Groveland, FL 34736 Email Address: _____

Application Type:

- () Annexation
- () Lot Split
- () Site Plan Approval
- () Concurrence Review
- () Special Exception Use
- () Road/Easement Vacation
- () DRI Development
- () Other _____
- Rezoning
- () Lot Line Deviation
- () Preliminary Plat
- () Construction Plan Review
- () Conditional Use Permit
- () Final Plat
- () Proportionate Fair Share
- Comprehensive Plan Amendment
- () Variance-Residential
- () Variance-Commercial/Industrial
- () Re-Review
- () Residential Design Review
- () Planned Unit Development
- () DRI Regional Development

Reason for Request: To rezone to be used for a subdivision.

Project Title (Site Plans, future/existing subdivisions only): Groveland I

Property Address: Wilson Lake Parkway, Groveland Property Size: 30.16

Alternate Key #s: 3881163

Property Tax I.D. #s 342125000400004300



City of Groveland
Planning and Zoning Application

Proposed Use of Property: Residential Subdivision
Existing Zoning: PUD Existing Land Use: Vacant
Would like to change Zoning to: PUD (Modification)
Would like to change Land Use to: SFMD
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:

Property Owner and Agent Affidavit

Date: 8/5/2016

Before me, the undersigned authority personally appeared, City of Groveland (property owner's name), who being by me duly sworn on oath, deposes and says:

- 1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires to Change zoning and land use on said property
3. That said authority (property owner) has appointed (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 affirms and certifies that he/she 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 further that this application and attachments shall become part of the Official Records of the City of Groveland, Florida, and are not returnable.
B. That the submittal requirements for the application have been completed and attached hereto as part of the application.
C. Fees are non-refundable unless the application is withdrawn in writing within five (5) business days of submittal.

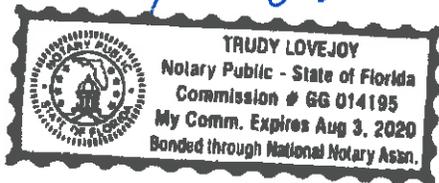
Property Owner's signature
[Signature]

STATE OF FLORIDA COUNTY OF LAKE
Subscribed and sworn to (or affirmed) before on August 16, 2016 (date) by City of Groveland (name) of affiant, deponent, or other signer. He/she is personally known to me or has presented

as identification.

PUBLIC NOTARY

[Signature]



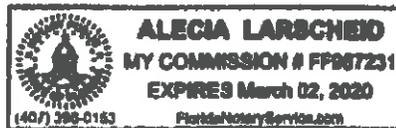
Agent's signature
[Signature]

STATE OF FLORIDA COUNTY OF LAKE
Subscribed and sworn to (or affirmed) before me on August 5, 2016 (date) William E. Barfield (name) of affiant, deponent, or other signer. He/she is personally known to me or has presented

as identification.

PUBLIC NOTARY

[Signature]



Note: The Property Owner(s) must sign the Affidavit(s). When an Agent is representing the case, both the Agent and the Property Owner(s) must sign the Affidavit(s).

Property Record Card

General Information

Owner Name: CITY OF GROVELAND **Alternate Key:** 3881163
Mailing Address: 156 S LAKE AVE GROVELAND, FL 34736-2597 **Parcel Number:** 34-21-25-000400004300
[Update Mailing Address](#) **Millage Group and City:** 00GR (GROVELAND)
Total Certified Millage Rate: 19.78540
Trash/Recycling/Water/Info: [My Public Services Map](#)

Property Location: WILSON LAKE PKWY GROVELAND FL 34736 **Property Name:** [Submit Property Name](#)
[Update Property Location](#) **School Locator:** [School and Bus Map](#)

Property Description: FROM SE COR OF SE 1/4 RUN N 89-45-38 W ALONG S LINE OF SE |
1/4 A DIST OF 697.58 FT FOR POB, CONT N 89-45-38 W ALONG |
SAID S LINE A DIST OF 626.26 FT TO SW COR OF SE 1/4 OF SE |
1/4, RUN N 0-17-40 E ALONG W LINE OF E 1/2 OF SE 1/4 A DIST |
OF 2836.98 FT TO A POINT ON WLY RW LINE OF WILSON |
LAKE |
PARKWAY, THENCE RUN S 89-42-20 E A DIST OF 4.82 FT TO A |
POINT ON A CURVE CONCAVE NE'LY, HAVING A CENTRAL |
ANGLE OF |
23-35-45 & A RADIUS OF 890 FT, THENCE FROM A TANGENT |
BEARING |
OF S 03-03-28 E, RUN SE'LY ALONG THE ARC OF SAID CURVE |
A |
DIST OF 366.52 FT TO POINT OF TANGENCY, THENCE S 26-39- |
13 E |
1117.88 FT, S 63-20-47 W 15 FT, S 26-39-13 E 301.67 FT TO |
THE POINT OF CURVATURE OF A CURVE CONCAVE WLY |
HAVING A |
CENTRAL ANGLE OF 50-19-0 & A RADIUS OF 645 FT, THENCE |
RUN |
S'LY ALONG THE ARC OF SAID CURVE A DIST OF 566.43 FT, |
THENCE |
RUN S 66-20-13 E 15 FT TO A POINT ON A CURVE CONCAVE |
NWLY |
HAVING A CENTRAL ANGLE OF 06-43-40 & A RADIUS OF 660 |
FT, |
THENCE FROM A TANGENT BEARING OF S 23-39-47 W RUN |
SW'LY |
ALONG THE ARC OF SAID CURVE A DIST OF 77.50 FT TO THE |
POINT |
OF REVERSE CURVATURE OF A CURVE CONCAVE SE'LY |
HAVING A |
CENTRAL ANGLE OF 30-23-34 & A RADIUS OF 740 FT, THENCE |
RUN |
SW'LY ALONG THE ARC OF SAID CURVE A DIST OF 392.53 FT

TO THE
POINT OF TANGENCY, THENCE S 0-0-07 E 14.71 FT TO POB |
ORB 4014 PG 189 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT MUNICIPAL (8089)	0	0		26.31	AC	\$0.00	\$252,576.00
2	WETLAND (9600)	0	0		4	AC	\$0.00	\$180.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4014 / 189	2/26/2011	Warranty Deed	Unqualified	Vacant	\$980,000.00

[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	\$252,756	\$252,756	\$0	5.11800	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$252,756	\$252,756	\$0	0.46290	\$0.00
SCHOOL BOARD STATE	\$252,756	\$252,756	\$0	4.62700	\$0.00
SCHOOL BOARD LOCAL	\$252,756	\$252,756	\$0	2.24800	\$0.00
CITY OF GROVELAND	\$252,756	\$252,756	\$0	5.90000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$252,756	\$252,756	\$0	0.28850	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$252,756	\$252,756	\$0	0.15240	\$0.00
LAKE COUNTY WATER AUTHORITY	\$252,756	\$252,756	\$0	0.25540	\$0.00
SOUTH LAKE HOSPITAL DIST	\$252,756	\$252,756	\$0	0.73320	\$0.00
				Total: 19.7854	Total: \$0.00

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) <input checked="" type="checkbox"/>	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)	<u>Learn More</u>	<u>View the Law</u>
Blind Exemption (up to \$500)	<u>Learn More</u>	<u>View the Law</u>
Disability Exemption (up to \$500)	<u>Learn More</u>	<u>View the Law</u>
Total Disability Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Veteran's Disability Exemption (\$5000)	<u>Learn More</u>	<u>View the Law</u>
Veteran's Total Disability Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Veteran's Combat Related Disability Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Deployed Servicemember Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Surviving Spouse of First Responder Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Conservation Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>
Tangible Personal Property Exemption (up to \$25,000)	<u>Learn More</u>	<u>View the Law</u>
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	<u>Learn More</u>	<u>View the Law</u>
✓ Government Exemption (amount varies)	<u>Learn More</u>	<u>View the Law</u>

Exemption Savings 0

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$5,000.88**

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

Assessment Reduction Savings 0

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



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 4

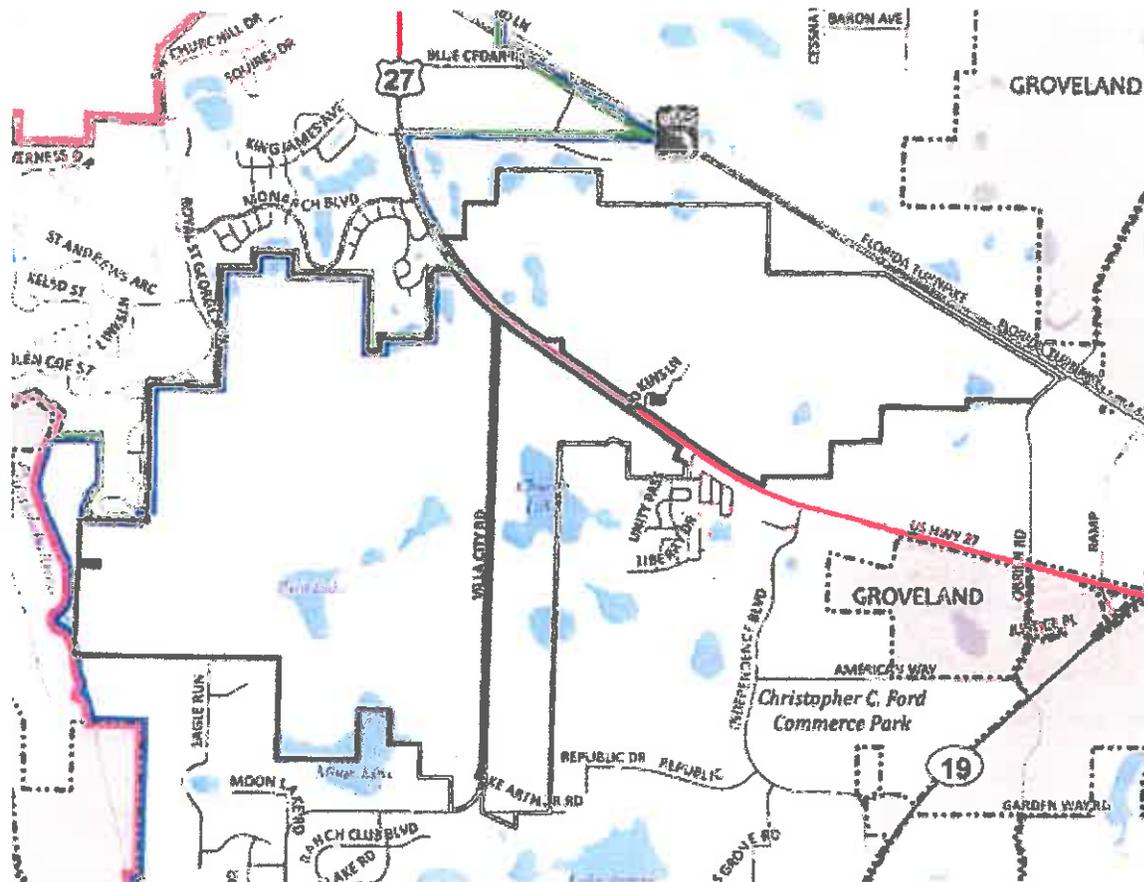
AGENDA ITEM: Ordinance 2016-10-23: Rezoning to PUD – Villa City **Second and Final Reading*

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

PREPARED BY: Jodi Nentwick, Senior Planner

DATE: October 20, 2016

PROPERTY LOCATION: The subject property is located southwest of the Florida Turnpike, and north and south of US Highway 27, on both sides of County Road 565, all within the northwestern quadrant of the City. Please see **Villa City PUD Location Map** below for the location and road network in the vicinity of the subject property.



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

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 a Large Scale Comprehensive Plan Amendment. This request is for approval of the PUD zoning ordinance which will be used to regulate the development of the property.

The Villa City project consists of approximately 2,467 +/- acres. Along with this proposed PUD zoning, the Applicants are seeking 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 (for the wetland areas of the property):

<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 new Master Planned Community future land use designation, along with this PUD ordinance, are 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 and a pedestrian oriented village center.

In addition, the following shall apply:

- ☒ All future development shall be required to connect to the City central water system, sewer system, and reuse water system;
- ☒ Residential uses shall occupy a minimum of 50 percent and a maximum of 65 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 areas within the property which are preserved will have a Future Land Use designation of Conservation;
- ☒ Open Space uses shall occupy a minimum of 30 percent of the gross land area within the PUD Master Development Plan;
- ☒ Low Impact Development and Green Building techniques (Policy 1.2.11 and 1.2.12) will be required;
- ☒ A maximum of 1.00 floor area ratio (FAR) shall be allowed for nonresidential uses;
- ☒ Up to 5 dwelling units per acre shall be allowed in single family residential areas; and

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

- Flexible dimensional requirements will be permitted to ensure that mixed use buildings are properly located adjacent to abutting roadways and sidewalks.

This PUD ordinance also includes a Master Development Plan which outlines the location of the various generalized land uses within the mixed use development, together with performance standards and design guidelines. The generalized land use designations in the Master Development Plan are as follows: Sustainable Neighborhood, Regional Commercial, Mixed Use, Open Space / Natural Lands, Wetlands and Lakes. Each of these areas is color-coded on the Master Development Plan.

The more specific proposed land use allocations within the PUD are as follows:

Single Family Residential	2,570	Dwelling Units
Multi-Family Residential	2,000	Dwelling Units
Active Adult Residential	3,190	Dwelling Units
Office	300,000	Square Feet
Industrial	100,000	Square Feet
Retail	500,000	Square Feet
Assisted Living Facility (ALF)	400	Beds
Hotel	150	Rooms

The PUD zoning will also incorporate into it a Development Agreement setting forth the other specific requirements for the project, including mitigation for public safety impacts, wildlife impacts, road and transportation impacts, school impacts, wetland impacts and impacts to the City's potable water supply system.

The first readings of the annexation ordinance for the Villa City PUD property (Ordinance 2016-07-16), and for the associated comprehensive plan amendment ordinance (Ordinance 2016-07-17), were held a few months ago in July. The second readings of both the annexation ordinance and the comprehensive plan amendment ordinance for the property will be considered at the first Local Planning Agency and the City Council meetings in November.

The first public hearings for this PUD zoning ordinance are being held tonight. The second public hearings for the PUD ordinance will be held to adopt the proposed ordinance at the first Local Planning Agency and the City Council meetings in November.

STAFF RECOMMENDATION: Motion to Approve Ordinance 2016-10-23

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

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

ORDINANCE 2016-10-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, ASSIGNING A ZONING DESIGNATION OF CITY OF GROVELAND PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY FLORIBRA – VILLA CITY IA, LLC, ET. AL, AND LOCATED SOUTHWEST OF THE FLORIDA TURNPIKE AND NORTH AND SOUTH OF US HIGHWAY 27, ON BOTH SIDES OF COUNTY ROAD 565, IN GROVELAND, LAKE COUNTY, FLORIDA; APPROVING A DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION: See Exhibit A attached hereto and incorporated herein.

Section 2: Zoning Classification.

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

General

Development of this Project shall be governed by the contents of this document and applicable sections of the City of Groveland Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City. Code references in this document refer to the Land Use and Development Ordinances in effect November 2016.

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

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

Land Uses

The Master Development Plan of the mixed use development for the Project is attached hereto as **Exhibit B** and is an integral part of this PUD document. Elements in the Master Development Plan include the following land uses and the approximate acreage devoted to each land use shall be as follows:

Land Use	
Sustainable Neighborhood:	1,151 +/- acres
Mixed Use:	218 +/- acres
Regional Commercial:	9 +/- acres
Conservation (includes wetlands and lakes):	686 +/- acres
Ecological Management Area Uplands*:	142 +/- acres
Open Space/Retention:	261 +/- acres
<hr/>	<hr/>
Total	2,467 +/- acres

*Note: The Ecological Management Area is proposed as a 158-acre (142 uplands, 16 wetlands) area as shown on Exhibit B to be protected as habitat for listed species. The Ecological Management Area may be less than 158 acres upon agency jurisdictional determination. This designation may be revisited should the City or other regulatory agency express a desire for off-site mitigation in lieu of on-site mitigation. In any event, the open space requirement as described below shall be met.

Recreation/Retention/Open Space Requirements

Park Land with Facilities:	50 acres (minimum)
Park Land – Passive Recreation*:	100 acres (minimum)
Retention:	320 +/- acres (approximate)
Open Space:	30% of PUD area (2,467
acres) ~740 acres (inclusive of passive park land, retention, 50 % of wetlands/lakes/conservation)	

*Note: Passive Recreation as defined by Chapter 6, Policy 1.5.1 in the Comprehensive Plan in effect November 2016.

Purpose

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment;
2. Develop a residential area that is safe, comfortable and attractive to pedestrians;
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space; and

5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained.

Permitted uses.

Development shall be consistent with the Master Development Plan (Exhibit B). Specific permitted uses within land use zones are as follows:

Mixed Use: All uses permitted under the City's residential and commercial zoning districts, except for mobile home sales.

Sustainable Neighborhood: All uses permitted under the City's residential zoning districts.

Regional Commercial: All uses permitted under the commercial zoning districts and uses permitted in the M-1 industrial zoning district, except for mobile home sales and motor freight transportation and warehousing.

Development Program

Land Use	Total	
Single Family Residential	2,570	Units
Multi-Family Residential	2,000	Units
Active Adult Residential	3,190	Units
Office	300,000	Square Feet
Industrial	100,000	Square Feet
Retail	500,000	Square Feet
Assisted Living Facility (ALF)	400	Beds
Hotel	150	Rooms

Village Center

The Mixed-Use area on the south side of US 27, as shown on Exhibit B, is intended to be developed as the Village Center for the project. The primary intent of the Village Center is to create a safe, vibrant and pedestrian-oriented area that can support a variety of residential, retail, commercial, office and entertainment uses. This zone will include the most compact development within the development area, with buildings that create a continuous street façade. The Village Center shall provide neighborhood commercial uses and the design form should reflect the principles of quality urban and traditional neighborhood design, including significant pedestrian connectivity. Ground-floor commercial uses should contribute positively to a pedestrian-friendly environment. Parking shall be predominantly located in the interior or rear of the block and may be supplemented with on-street parking, where appropriate. Horizontal mixed-uses shall be allowed and vertical mixed-uses are encouraged. Open space within the Village Center

shall be provided in the form of public plazas and small park spaces that are urban in character.

Conversion of Uses

Notwithstanding the Development Program described above and in Exhibit B, an Applicant is allowed to convert one land use for another so long as each such conversion is in accordance with the Transportation Equivalency Matrix based on equivalent peak hour directional trip ends, attached hereto as Exhibit C. This conversion, coordinated by the City, shall be considered a non-substantial change to the PUD.

Floor area/acreage of commercial or industrial uses.

A minimum of 89.05 acres (5% of the 1,781-acre master planned community future land use area designated within the PUD) shall be set aside for development of commercial uses, including retail, office, industrial and community facilities (excluding public and private educational schools).

Commercial and industrial floor area ratios.

The maximum floor area ratio shall be 1.00.

Building setbacks.

Setbacks are measured perpendicular from the property line to the nearest support or roof structure unless otherwise defined according to the following table:

<u>Setbacks^{1,2}</u> <u>Zone</u>	<u>Front/Street</u>		<u>Side</u>	<u>Min</u>	<u>Rear</u>
	<u>Min</u>	<u>Max</u>	<u>Min</u>		<u>Min With</u> <u>Alley</u>
Mixed-Use	10	20	5	10	20
Mixed-Use (US 27)	10	20	5	10	20
Sustainable Neighborhood	10	30	5	10	20
Regional Commercial ³	10	N/A	10	20	N/A

1. Townhomes and zero lot line developments are allowed within the Sustainable Neighborhood and Mixed Use zones provided that the setbacks noted in this table are met at the perimeter of the development.
2. Cantilevered balconies, bay windows, residential porches and roof overhangs may encroach into the Street/Front Setback area.
3. When adjacent to residential, the side and rear setbacks shall be a minimum of 25 feet.

Building separation.

Building separation shall be in accordance with National Fire Protection Association standards.

Maximum impervious surface lot coverage.

Maximum impervious surface is limited to 60% of the gross land area (2,476 acres) within the PUD master plan, which is 64.5 million square feet.

Height of structures.

The maximum building height shall be applied according to the following zones:

Mixed Use Zone: The maximum building height allowed shall be 4 stories or 60 feet.

Sustainable Neighborhood Zone: the maximum building height allowed shall be 3 stories or 50 feet.

Regional Commercial Zone: the maximum building height allowed shall be 4 stories or 60 feet.

Landscaping requirements.

Landscaping shall be designed and constructed in accordance with Chapter 133 (Landscaping) of the Groveland Code of Ordinances as adopted by Ordinance 2011-11-43 on November 14, 2011.

Within the Mixed Use zone, if the area between the building and side property line is used for parking, a street wall shall be required in front of the parking area measuring three (3) feet in height.

Parking areas and external lighting systems.

Lighting within the development shall be consistent with Section 137-109 (Lighting) of the Groveland Code of Ordinances.

Off-Street parking requirements.

Development within the Mixed Use zone shall provide off-street parking in accordance with Section 149-49(c) (Downtown Parking District) of the Groveland Code of Ordinances. The Urban Land Institute Shared Parking method for determining parking ratios may be utilized for mixed use developments in lieu of the Downtown Parking District requirements.

Development outside of the Mixed Use zone shall provide off-street parking in accordance with Section 149-46 (Required Parking) of the Groveland Code of Ordinances.

Treatment of street lighting.

Lighting within the development shall be consistent with Section 137-109 (Lighting) of the Groveland Code of Ordinances.

Residential Building Design

Residential building design will be in accordance with the Chapter 137, Article II: Architectural Standards of the City's Land Use and Development Code. The following

principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance. Owner shall submit plans for building design which offer both innovative design and sufficient additional amenities. A determination of whether the design is innovative and has sufficient additional amenities will be made by the City, however such approval shall not be unreasonably withheld. Designs and additional amenities shall, at a minimum include: diversity of elevations and architectural features which may include front porches, shutters, stone accents, a variety of color schemes, and minimum 5:12 pitch roof.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- A variety of roof heights, pitches and materials, including color, will be encouraged.
- Side entry garages shall be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.
- In an effort to avoid monotony, the same home plan and elevation will not be duplicated every fourth house along the same side of any street, opposite or diagonally opposite in a residential floor plan.

Affordable Housing Requirement

Per the City's Affordable Housing Requirement, 10% of the homes sold in the community will be sold at or below \$260,000. This price is based on a median household income of \$58,300 (per HUD statistics). This number was derived through assuming property taxes of \$175 per month, insurance of \$100 per month and HOA fees of \$65 per month, this leaves \$1,263 monthly for principal and interest. Assuming a 30 year, 4% fixed rate loan, a \$1,263 monthly payment qualifies a buyer for up to a maximum \$260,000 house. In order to ensure continuous affordability, the maximum affordable price will not be able to appreciate more than 5% compounded per year from the effective date of the PUD. The 10% of the homes in the neighborhood that are designated to remain affordable will not be able to exceed this maximum price. The price appreciation cap will be in effect for 99 years.

Recreation and Open Space

A minimum of 30 percent (as required by the comprehensive plan) of the total project area at buildout (not by phase) shall be established and maintained as open space or facilities. The open space shall include, but not be limited to project buffer areas, drainage areas, retention areas and landscaped areas. While the onsite wetlands and lakes will be preserved, a maximum of 50% of the open space may be met with wetland preservation.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property. A building setback of 50 feet, including a minimum upland buffer of 25 feet, shall be maintained. These buffer and building setback requirements shall be measured from the defined wetland boundary line. No development except passive recreation, as defined in Policy 5.6.3 of the Comprehensive Plan, and lake access and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas. There shall be no disturbance within 50 feet of the high water mark, with the exception of pilings for dock or pier.

Public Facilities

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Re-use lines shall be installed for irrigation. Additional requirements relating to potable water, wastewater and reuse shall be addressed in a separate utility agreement.

Solid Waste

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

Drainage

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

Transportation

All two-way streets shall have a fifty foot (50') right-of-way with a minimum 24 foot pavement and curb width unless part of a context-sensitive design and approved at Preliminary Plat by the City Council. Provision shall be made for underground utilities.

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

Street and Sidewalks

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

Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian

circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space).

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

Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of 300 feet, or as approved by the City Staff. Street lighting shall be installed by the Owner/Developer. The City shall not be financially responsible for street lights or electricity for street lights.

Utilities

All utilities shall be underground.

Signage

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

Maintenance of Common Areas

Maintenance of all common areas within the Project shall be the responsibility of a community or homeowner's association(s) formed to govern such property.

Endangered species habitat

An Ecological Management Area (up to 158 acres) as shown on Exhibit B is proposed to be protected as habitat for listed species. This designation may be revisited should the City or other regulatory agency express a desire for off-site mitigation in lieu of on-site mitigation.

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, administrative, fire, police and recreation, and that the Project shall be subject to such impact fees. The Owner/Developer acknowledges that the City of Groveland may adopt other types of impact fees in the future, for example, reuse impact fees, and that the Project shall be subject to such impact fees.

Amendments

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

Expiration of PUD

Actual construction consistent with this PUD (including construction plan approval) must commence on the Property within 5 years of the Effective Date of this ordinance without a

lapse of construction. Construction shall include infrastructure and groundwork, as well as home building and non-residential building. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for up to a thirty-six 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
Tim Loucks		
John Griffin		
Karen McMican		
Mike Radzik		
Dina Sweatt		

EXHIBIT A

Metes and bounds legal descriptions attached.

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

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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 $S00^{\circ}40'35''W$ 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 $S00^{\circ}40'35''W$ 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 $N89^{\circ}46'41''W$ 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 $N54^{\circ}35'13''W$ FOR A DISTANCE OF 103.53 FEET; THENCE RUN $N77^{\circ}47'22''W$ FOR A DISTANCE OF 111.43 FEET; THENCE RUN $S70^{\circ}42'25''W$ FOR A DISTANCE OF 91.32 FEET; THENCE RUN $S35^{\circ}24'47''W$ 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 $N89^{\circ}46'41''W$ 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 $N00^{\circ}38'38''E$ 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 $N00^{\circ}08'59''E$ 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 $S55^{\circ}07'07''E$ 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).

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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 1500 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.

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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 1/4 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

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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.

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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.

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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:

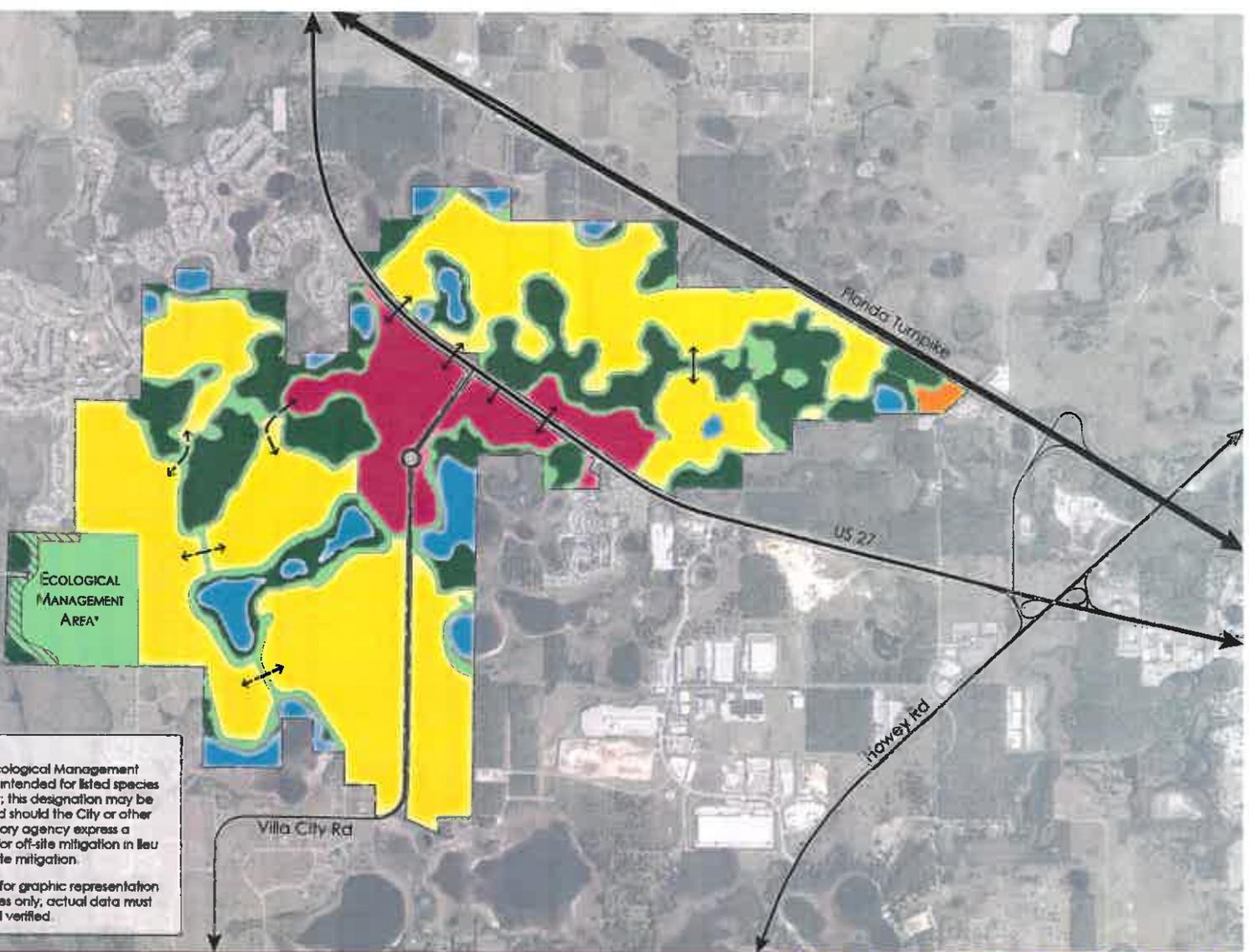
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE WEST 320 FEET OF THE SOUTH 700 FEET, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

LEGEND

- Sustainable Neighborhood
- Regional Commercial
- Mixed Use
- Open Space / Natural Lands
- Wetlands
- Lakes
- Project Site Boundary
- Public Access to Park and River (approximately 20 acres)
- Proposed Access Point

Land Use	Development Program	Units
Single-Family Residential	2,575	DU
Multi-Family Residential	2,000	DU
Active Adult Residential	3,190	DU
Office	300,000	SF
Industrial	100,000	SF
Retail	500,000	SF
Assisted Living Facility (ALF)	400	Beds
Hotel	150	Rooms

Notes:
 *The Ecological Management Area is intended for listed species habitat; this designation may be revisited should the City or other regulatory agency express a desire for off-site mitigation in lieu of on-site mitigation.
 Map is for graphic representation purposes only; actual data must be field verified.



**Exhibit C
Equivalency Matrix
Villa City DRI**

PM Rate	To:	Single Family (DU)	Multi-Family (DU)	Sr. Housing Detached (DU)	Office (0-49 KSF)	Office (50-99 KSF)	Office (100-199 KSF)	Office (≥200 KSF)	Industrial Park (0-49 KSF)	Industrial Park (50-99 KSF)	Industrial Park (100-199 KSF)	Industrial Park (≥200 KSF)	Retail (0-99 KSF)	Retail (100-199 KSF)	Retail (≥200 KSF)	Assisted Living Facility (Beds)	Hotel (Rooms)
1.00	Single Family (DU)		1.81	3.70	0.23	0.48	0.81	0.70	0.50	0.84	1.02	1.11	0.13	0.19	0.23	4.55	1.87
0.82	Multi-Family (DU)	0.82		2.30	0.15	0.29	0.38	0.43	0.31	0.52	0.63	0.68	0.08	0.12	0.14	2.82	1.03
0.27	Sr. Housing Detached (DU)	0.27	0.44		0.06	0.12	0.16	0.19	0.14	0.23	0.27	0.30	0.04	0.05	0.06	1.23	0.45
4.26	Office (0-49 KSF)	4.26	6.87	15.77		1.97	2.58	2.97	2.13	3.59	4.33	4.72	0.57	0.81	0.96	19.35	7.10
2.17	Office (50-99 KSF)	2.17	3.49	8.02	0.51		1.32	1.51	1.08	1.83	2.20	2.40	0.29	0.41	0.48	9.85	3.81
1.64	Office (100-199 KSF)	1.64	2.65	6.09	0.39	0.76		1.15	0.82	1.38	1.67	1.82	0.22	0.31	0.37	7.47	2.74
1.43	Office (≥200 KSF)	1.43	2.31	5.31	0.34	0.66	0.87		0.72	1.21	1.46	1.59	0.19	0.27	0.32	6.52	2.39
2.00	Industrial Park (0-49 KSF)	2.00	3.22	7.40	0.47	0.92	1.22	1.39		1.69	2.03	2.22	0.27	0.38	0.45	9.09	3.33
1.19	Industrial Park (50-99 KSF)	1.19	1.91	4.39	0.28	0.55	0.72	0.83	0.59		1.21	1.32	0.16	0.23	0.27	5.39	1.98
0.98	Industrial Park (100-199 KSF)	0.98	1.59	3.64	0.23	0.45	0.60	0.68	0.49	0.83		1.09	0.13	0.19	0.22	4.47	1.84
0.90	Industrial Park (≥200 KSF)	0.90	1.45	3.34	0.21	0.42	0.55	0.63	0.45	0.76	0.92		0.12	0.17	0.20	4.10	1.50
7.53	Retail (0-99 KSF)	7.53	12.15	27.89	1.77	3.48	4.58	5.25	3.77	6.35	7.68	8.35		1.44	1.70	34.23	12.55
5.24	Retail (100-199 KSF)	5.24	8.45	19.41	1.23	2.42	3.18	3.68	2.62	4.42	5.33	5.81	0.70		1.18	23.82	8.73
4.43	Retail (≥200 KSF)	4.43	7.14	16.40	1.04	2.04	2.68	3.09	2.21	3.73	4.50	4.91	0.59	0.84		20.13	7.38
0.22	Assisted Living Facility (Beds)	0.22	0.35	0.81	0.05	0.10	0.13	0.15	0.11	0.19	0.22	0.24	0.03	0.04	0.05		0.37
0.60	Hotel (Rooms)	0.60	0.97	2.22	0.14	0.28	0.37	0.42	0.30	0.51	0.61	0.67	0.08	0.11	0.14	2.73	

To use the table: Multiply the amount of "from" land use by the factor in the table to get the resulting amount of "to" land use.

Source: PM peak hour rates were determined based on the ITE Trip Generation Manual, 9th Edition.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 5

AGENDA ITEM: Approval of Consultant Services Agreement with Marvin Puryear, Broker Associate

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

PREPARED BY: Rodney Lucas, Community Development

DATE: October 27, 2016

BACKGROUND:

City Council during the budget process set-aside \$20,000 for retail strategies. Marvin Puryear initial proposal was for \$23,750 to cover both the City (\$20,000) and CRA (\$3,750) retail strategies needs. The CRA board has already approved Mr. Puryear for its portion of \$3,750 on Monday, October 24, 2016.

The City is seeking a \$20,000 Consultant Services Agreement with Marvin Puryear, Broker Associate with Coldwell Banker Commercial – Saunders, Ralston and Dantzler as consultant to provide assistance to the City including retail strategies research, boots on the ground analysis and retail recruitment based on the attached contract listing all the terms and conditions.

STAFF RECOMMENDATION: Staff recommends approval of Marvin Puryear Consultant Services Agreement Contract.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into on this ___ day of _____, 2016, by and between the **CITY OF GROVELAND, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "CITY"), 156 S. Lake Avenue, Groveland, Florida 34736, and **COLDWELL BANKER COMMERCIAL – SAUNDERS RALSTON DANTZLER**, (hereinafter referred to as "CONSULTANT"), located at 114 N. Tennessee Avenue, Third Floor, Lakeland, FL 33801.

PREMISES

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY including retail strategies research, boots on the ground analysis and retail recruitment for the CITY upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY; and

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF SERVICES

A. The following services will be provided:

- **RETAIL STRATEGIES RESEARCH FOR THE CITY:**
 - Identify Groveland corridor SR 50 to market retail trade areas using drive times, traffic counts and custom boundary geographies
 - Perform market and retail GAP analysis
 - Competition analysis between Groveland area(s) and surrounding competitive communities
 - Cannibalization/Gravity Analysis (distance tolerance) for all recommended retail prospects between prospects and nearest existing locations and Groveland
 - Retail competitor mapping/analysis
 - Market maximization summary and strategic leasing plan
 - Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
 - Identification of retail prospects to be targeted for recruitment
 - Retailer recruitment and execute of the Retail Strategic Plan
 - Updated on retail industry trends

- BOOTS ON THE GROUND ANALYSIS FOR THE CITY:
 - Identify/evaluate/catalog priority commercial properties for development, redevelopment and higher and best use opportunities
 - Identification of priority business categories for recruitment and/or local expansion
 - Perform competitive analysis of existing shopping centers and retail corridors

- RETAIL RECRUITMENT IN THE CITY:
 - Proactive retail recruitment
 - ICSC representation
 - Marketing of the City's retail corridors
 - Monthly updates

CONSULTANT will:

- Attended up to 8 City Council meetings
- Phone call/conferences: up to 12 hours in 15 minute increments
- Meet with City Manager/community development department up to 20 times or 40 hours in 15 minute increments
- Assist in planning meetings at ICSC (International Council of Shopping Centers)

It is agreed by the CITY and CONSULTANT that the services outlined above will be compensated in the amount of TWENTY THOUSAND AND 00/DOLLARS (\$20,000.00). The Parties understand that CONSULTANT will have a separate contract with the City of Groveland to provide the same scope of services for the CRA District, therefore, some of the scope of services provided to the CRA will overlap with and will be utilized for the CITY.

- B. Upon request by the CITY, CONSULTANT may provide additional services as requested by the CITY.

- C. Upon request for services outlined in paragraph 1.B above, CONSULTANT shall provide the CITY with specific PROPOSAL containing a SCOPE of WORK and PROJECT FEE.

- D. Upon approval by the CITY, the SCOPE of WORK and PROJECT FEE will be specifically set out and incorporated into a Work Order to be issued under and become a part of this Agreement.

- E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.

- F. CONSULTANT is fully responsible under the terms of this Agreement for professional, quality services furnished to CITY by CONSULTANT.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

- A. The services outlined in paragraph 1.A. above will be performed and be completed by September 30, 2017.
- B. Additional services as provided in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written Notice to Proceed with written Work Order to be issued hereunder, and shall be completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

3. COMPENSATION AND METHOD OF PAYMENT

- A. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to Work authorized according to paragraph 1.A. above, or as authorized by a Work Order.
- B. Upon satisfactory completion of the Work or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.
- C. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice, unless CITY objects in writing to CONSULTANT.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to the CITY.

5. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with the services outlined in 1A, or other services that may be assigned by Work Order. Such data, plans, maps, and other

planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

- A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.
- B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Marvin Puryear, Broker Associate
COLDWELL BANKER COMMERCIAL – Saunders Ralston
Dantzler

7. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for one (1) year from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for one additional one (1) year term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 8 below, if CONSULTANT has not completed a task pursuant to paragraph 1.B, then the terms of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

8. TERMINATION

- A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

- B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.
- C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

9. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY.

10. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

CITY Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

If to CONSULTANT:

Marvin Puryear, Broker Associate
COLDWELL BANKER COMMERCIAL – Saunders Ralston
Dantzler

11. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applications are employed and

employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

12. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement.

13. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

14. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

15. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

16. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

17. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

18. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. PUBLIC RECORDS

CONSULTANT understands and agrees that all documents (as defined in F.S. 119) of any kind provided to or prepared by CONSULTANT in connection with this Agreement are public records and shall be treated as such in accordance with the City’s Records Retention Policy and Florida law. CONSULTANT agrees CITY shall have access to such documents and CONSULTANT agrees to provide CITY all such documents to comply with Florida’s public record laws.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-429-2141 EXT. 221, teresa.maxwell@groveland-fl.gov 156 S. Lake Avenue, Groveland, FL 34736.

20. DRAFTING PARTY. This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

CITY OF GROVELAND

Print Name:

Tim Loucks, Mayor

Print Name:

Dated: _____

ATTEST

Teresa Maxwell, City Clerk

WITNESSES:

**COLDWELL BANKER COMMERCIAL
SAUNDERS RALSTON DANTZLER**

Print Name:

Authorized Signatory

Title

Print Name:

Dated: _____



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 6

AGENDA ITEM: **Revise Agreement with Jennifer Montes to Provide Zumba Classes in Cooperation with the Parks & Recreation Department**

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

PREPARED BY: Rebekah Morgan

DATE: October 24, 2016

BACKGROUND: Jennifer Montes, a certified Zumba instructor, in cooperation with the Parks & Recreation Department, currently offers Zumba classes to the Groveland community at the Lake David Center. The current agreement with Ms. Montes requires a City Staff member to supervise each class, at cost to Ms. Montes. As this class is offered in conjunction with the Parks & Recreation Department, and is sponsored by the City, and we do not require any other building uses, whether free or as rentals to have paid supervision on site, Ms. Montes and Staff are requesting that the contract be revised.

STAFF RECOMMENDATION: The Parks & Recreation Department recommends revising the agreement with Jennifer Montes to provide Zumba classes for the community at the Lake David Center without requiring a Staff member to be present to supervise.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

AGREEMENT

This Agreement is made on July _____ 2016 between JENNIFER MONTES, ("MONTES"), 1069 Chelsea Parc Dr, Minneola, FL 34715 and the City of Groveland ("the City"), 156 S. Lake Avenue, Groveland, Florida 34736 to use the City's Lake David Center for the purpose of providing Zumba classes as part of the City's Parks and Recreation Department.

The parties agree to the following terms and conditions: This Agreement between the two parties will be valid until September 30, 2017 except if otherwise terminated as provided below:

1. MONTES may use the Lake David Center, at no cost, in order to provide Zumba classes to residents of the City of Groveland and others, in cooperation with the City of Groveland's Parks and Recreation Department. The City of Groveland Parks and Recreation Manager and MONTES will work together to determine time schedules for MONTES' usage based on availability of the Lake David Center. Initially, MONTES will offer a Wednesday evening class. Tentatively, MONTES may offer a Saturday morning class, every other Saturday, commencing October 8, 2016. MONTES may charge participants up to \$5.00 per class and shall retain the funds received.
2. MONTES shall obtain from each participant, prior to the person's participation in the Zumba class(es), a signed Release Agreement in the form attached hereto as Exhibit A. MONTES understands and agrees that if a person does not execute a Release Agreement, the person is precluded from participating. MONTES shall remit the original signed Release Agreements to the City of Groveland Parks and Recreation Manager weekly.
3. Insurance: MONTES, at its expense, shall acquire and maintain at all times liability insurance in the amount of \$500,000. MONTES'S insurance shall name the City of Groveland as an additional insured and as a certificate holder. MONTES shall provide a copy of all current certificates of insurance and endorsements, naming the City as an additional insured and a certificate holder, required hereunder to City within five (5) business days of execution of this Agreement by both parties.
4. City shall not be liable 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 MONTES' use of the Lake David Center or Zumba classes pursuant to this Agreement. In that regard, MONTES shall indemnify and defend and hold harmless City, its officers, directors, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the terms of this Agreement, including those arising out of injury to or death of any individuals, whether arising before, during, or after use of the Lake David Center and participation in Zumba, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence of MONTES or its employees, agents, volunteers or participants.
5. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or

verbal negotiations with regard hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.

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

Signed at Groveland, Lake County, Florida, the _____ day of _____ 2016.

CITY OF GROVELAND, FLORIDA

TIM LOUCKS, MAYOR

ATTEST:

(SEAL)

CITY CLERK/ACTING CITY CLERK



JENNIFER MONTES

Dated: 6-27-16

EXHIBIT A



RELEASE AGREEMENT CITY OF GROVELAND

In consideration of the opportunity to participate in the Zumba Program offered by Jennifer Montes and to be held at the Lake David Center owned by the City of City of Groveland, Florida, a municipal corporation, sponsored by the City of Groveland recreation department, I, the undersigned, _____ whose _____ address _____ is _____, do hereby agree to the following terms.

I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Zumba program. I confirm that I am healthy and able to participate in the Zumba Program, and have no medical condition that would prevent my participation in the Zumba Program. I understand that failure to follow any direction, regulation or rule may expose me to harm and may result in the termination of my participation in the Zumba Program.

I assume all risk of personal injury or death, and property damage or loss, from whatever causes arising from my participation in the Zumba Program. I understand that participation in Zumba requires physical exertion that may be strenuous and may cause physical injury, including death. I understand and accept these risks and acknowledge that these risks could result in my injury, permanent disability or death. I voluntarily, willingly, and knowingly assume any and all risks, known and unknown, in any way associated with my participation in the Zumba Program.

I grant express, voluntary, and knowing consent to the rendering of all emergency medical treatment that may become necessary while participating in Zumba Program. I understand that I shall be obligated to pay the costs of any such treatment.

I hereby agree to release, hold harmless, indemnify, and defend the City of Groveland, its employees, agents and representatives, from any and all liability, claims, demands, damages, expenses, action or causes of action and cost of actions, including attorney's fees for trial and appeal, arising from or connected in any way with my participation in the Zumba Program, whether due to my acts or the acts of others. I agree this provision includes any claims based on negligence,

ZUMBA PROGRAM - RELEASE AGREEMENT
CITY OF GROVELAND

EXHIBIT A

action, or inaction by the City of Groveland or its employees, agents and representatives. This Agreement to release, hold harmless, indemnify and defend shall be binding on me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the City, its employees, agents, and representatives.

Signature

Print or Type Name

Emergency Contact Information

In the event of an emergency, you are authorized to contact:

Print or Type Name

Street Address

City, State

Cell Phone Number and/or Home Phone Number



RELEASE AGREEMENT CITY OF GROVELAND

In consideration of the opportunity to participate in the Zumba Program offered by Jennifer Montes and to be held at the Lake David Center owned by the City of City of Groveland, Florida, a municipal corporation, sponsored by the City of Groveland recreation department, I, the undersigned, _____, whose _____ address _____ is _____, do hereby agree to the following terms.

I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Zumba program. I confirm that I am healthy and able to participate in the Zumba Program, and have no medical condition that would prevent my participation in the Zumba Program. I understand that failure to follow any direction, regulation or rule may expose me to harm and may result in the termination of my participation in the Zumba Program.

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I grant express, voluntary, and knowing consent to the rendering of all emergency medical treatment that may become necessary while participating in Zumba Program. I understand that I shall be obligated to pay the costs of any such treatment.

I hereby agree to release, hold harmless, indemnify, and defend the City of Groveland, its employees, agents and representatives, from any and all liability, claims, demands, damages, expenses, action or causes of action and cost of actions, including attorney's fees for trial and appeal, arising from or connected in any way with my participation in the Zumba Program, whether due to my acts or the acts of others. I agree this provision includes any claims based on negligence, action, or inaction by the City of Groveland or its employees, agents and representatives. This Agreement to release, hold harmless, indemnify and defend shall be binding on me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the City, its employees, agents, and representatives.

ZUMBA PROGRAM - RELEASE AGREEMENT
CITY OF GROVELAND

Signature

Print or Type Name

Emergency Contact Information

In the event of an emergency, you are authorized to contact:

Print or Type Name

Street Address

City, State

Cell Phone Number and/or Home Phone Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting	
	PHONE (A/C, No, Ext): 1-800-508-4856	FAX (A/C, No): 1-260-459-5590
	E-MAIL ADDRESS: info@fitnessinsurance-kk.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Jennifer Lynn Montes 1069 Chelsea Parc Drive Minneola, FL 34715 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W00870247** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		6BRPG000005861200	07/08/2016 12:01 AM EDT	07/06/2017 12:01 AM	EACH OCCURRENCE	\$500,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$500,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COM/POP AGG	\$500,000
							PROFESSIONAL LIABILITY	\$500,000
							LEGAL LIAB TO PARTICIPANTS	\$500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certified Instructor of: ZUMBA (R)
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER City of Groveland 156 S Lake Ave Groveland, FL 34736 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR ZUMBA INSTRUCTOR



basic steps 1

Jennifer Montes

OFFICIAL ZUMBA® INSTRUCTOR
BASIC STEPS LEVEL 1

February 27, 2015
DATE

"BETO" PEREZ
CREATIVE DIRECTOR

Zumba Fitness, LLC www.zumba.com



This document certifies that the above named person has successfully participated in an official Zumba® Instructor Training and is authorized to offer Zumba® classes for up to one year from the date hereof, subject to the terms and conditions set forth on the reverse side of this certificate or for so long as instructor is a ZIN™ member in good standing. Go to zumba.com/Find an Instructor to verify that Instructor's license is current and valid. The Instructor's name and licensed class formats will appear on Instructor's personal profile.



ONE-YEAR LIMITED TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") is made and entered into as of the date shown on the front of this Certificate by and between Zumba Fitness, LLC ("Zumba"), and the undersigned ("Licensee").

As used in this agreement, the words "trademark," "ZUMBA," the "ZUMBA" Mark, and "ZUMBA" shall have the same definitions as used, respectively, herein in ZUMBA's most current Zumba Trademark Policy.

WHEREAS, Instructor desires to use the ZUMBA® Mark to provide Services;

AND WHEREAS, Zumba is the owner of the foregoing trademark, hereby offering to license and authorize Instructor to use the ZUMBA® Mark to provide Services; and WHEREAS, Instructor Training ("IT") is the party to whom the license is granted;

- 1. Grant of License.** Zumba hereby grants to Instructor a non-exclusive, non-transferable, limited license (License) without warranty to use the ZUMBA® Mark to promote the Exercise and/or fitness services for Licensee (as set forth in the terms and conditions set forth herein) and to use the ZUMBA® Mark in connection with the Services, in which it would associate itself or its Services with Zumba.
- 2. Term of Use.** Instructor agrees to use the ZUMBA® Mark only on the terms and subject to the restrictions herein to be used by Licensee, and not to use any other trademark or service mark in connection with the ZUMBA® Mark. The only permitted trademark use of the ZUMBA® Mark, and the location in, or verbal communications and in a sales schedule, by which Licensee may promote the ZUMBA® Mark, in whole or in part, in any corporate or business name, is to use the word "ZUMBA" to use any Zumba logo. The Zumba promotion or ZUMBA in connection with any existing logo, where an identical name, shall not appear on the front of a product on the front hand shoulder of ZUMBA® in all print communications and to use the ZUMBA® trademark in accordance with Zumba's trademark usage guide at www.zumba.com/usa/brand.
- 3. Ownership of Mark.** Instructor acknowledges that Zumba owns the ZUMBA® Mark and agrees not to use any trademark associated with Zumba and that all print, audio, video and other use of the ZUMBA® Mark by Instructor shall give to the benefit and in the name of Zumba. Instructor agrees that nothing in this License shall give Instructor any right, title or interest in the ZUMBA® Mark other than the right to use the ZUMBA® Mark in accordance with the License and Instructor agrees that it will not attempt to transfer title to the ZUMBA® Mark or to grant the benefit of the License.
- 4. Quality Standards.** Instructor agrees that the nature and quality of all Services offered by Instructor in connection with the ZUMBA® Mark shall continue to be controlled by Zumba in compliance with Instructor training sessions, the training materials and as otherwise required by Zumba, including any use on any of www.zumba.com.

5. Quality Maintenance. Instructor agrees to cooperate with Zumba in maintaining control of the quality of Services offered under the ZUMBA® Mark, permit identification of Instructor's classes and usage of the ZUMBA® Mark to ensure consistency with the agreement and protect Instructor's brand image with the ZUMBA® Mark and to maintain an appropriate professional appearance becoming to the Services and ZUMBA® Mark usage. Instructor agrees to comply with all instructions from Zumba and Zumba's representatives.

6. Infringement Proceedings. Instructor agrees to indemnify Zumba for all costs, including award of any judgment, fee of the ZUMBA® Mark. Zumba shall have the sole right and authority to sue infringers, unless compelled to do so by a court of competent jurisdiction in the ZUMBA® Mark.

7. Term. This Agreement shall remain in full force and effect for a period of one year from the date on the front of this Certificate, unless the Licensee shall be terminated as provided here in Section 8.

8. Termination For Cause. Zumba shall have the right to terminate this Agreement and the IT License if Licensee is in violation of any of the provisions herein or if Instructor or upon making any illegal act or conduct, including, but not limited to, the Zumba Trademark.

9. Effect of Termination. Upon termination of this agreement, Licensee shall immediately discontinue all use of the ZUMBA® Mark as well as any and all comparable similar name and marks. In the event Instructor is operating under the ZUMBA® Mark, Licensee shall use the ZUMBA® Mark. Instructor shall immediately discontinue all use of the ZUMBA® Mark and the logo and associated trademarks and shall email the address of Zumba.

10. Interpretation of Agreement; Enforcement. This Agreement shall be governed by accordance with the laws of the United States of America and the State of Florida. The parties agree that any dispute arising from or resulting from this Agreement shall be resolved in a court of competent jurisdiction in Howard County, Florida, and the parties agree to any change to prevent arbitration actions. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

11. Acceptance of Terms. Licensee's participation in the Zumba and acceptance of the ZUMBA® Mark shall constitute acceptance of the terms and conditions of this Agreement and shall be deemed to be a binding contract during the term of the agreement.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 7

AGENDA ITEM: Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

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

PREPARED BY: Anita Geraci-Carver, City Attorney

DATE: November 3, 2016

BACKGROUND: The Agreement is proposed to be between the five south Lake Cities, Lake County, and Lake Utility Services, Inc., a private utility provider in south Lake County. Elected officials from each of the five cities and Lake County will be members, and staff will provide expertise and support at their meetings. The purpose of the Cooperative is to work jointly to identify opportunities for funding, sharing of capital resources, hiring consultants, and working towards common requirements and programs for the conservation of water resources.

If funding is needed for a project, a separate Memorandum of Understanding will be entered by those parties participating. The MOU will appoint a lead agency to oversee the project, but all members will participate in selection of consultants and receive the work product. Any MOU which the City will participate in which requires funds will be brought before Council for approval prior to proceeding.

STAFF RECOMMENDATION: Motion to Approve Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
FOR THE SOUTH LAKE REGIONAL WATER COOPERATIVE**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into by and between Lake County, a political subdivision of the State of Florida (hereinafter, “County”); the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, and the Town of Montverde, all municipal corporations organized under the laws of Florida (hereinafter and collectively, the “South Lake Cities”); and Lake Utility Services, Inc., a Florida corporation (hereinafter, “L.U.S.I.”). Collectively, the parties to this Agreement shall be referred to herein as the “South Lake Regional Water Cooperative” or “SLRWC”.

RECITALS

WHEREAS, the County is authorized by Section 125.01, Florida Statutes, to enter into agreements with other governmental agencies within or outside its boundaries for the joint performance, or performance by one unit on behalf of another, of governmental functions; and

WHEREAS, the South Lake Cities are authorized to enter into this Agreement by Sections 163.01 and 166.021, Florida Statutes, which authorize public agencies to enter into agreements to make the most efficient use of their powers and allow municipalities to exercise their powers for municipal purposes, respectively; and

WHEREAS, the St. Johns River Water Management District, the South Florida Water Management District, and the Southwest Water Management District are studying whether the Floridan Aquifer system is reaching its sustainable limits of use and exploring the need to develop supplemental sources of water, through a collaborative effort called the Central Florida Water Initiative (“CFWI”); and

WHEREAS, the St. Johns Water Management District (“SJRWMD”) has developed a groundwater model for the Central Florida service area, and preliminary model results show that the South Lake County area is currently being impacted by groundwater withdrawals, both local and remote; and

WHEREAS, SJRWMD’s groundwater model shows that six (6) Minimum Flow Level (“MFL”) waterbodies (Boggy Marsh, Louisa, Pine Island, Minneola, Cherry, and Apshawa North and South) have been determined to be impacted by groundwater withdrawals, and are currently

designated as being in prevention, meaning that future withdrawals will result in the MFLs not being met in the future; and

WHEREAS, SJRWMD is required to develop a prevention strategy for these waterbodies, but is delaying development of a prevention strategy pending the results of efforts associated with the Central Florida Water Initiative; and

WHEREAS, the South Lake Cities, along with the County and the Lake County Water Authority, have determined to take a cooperative approach to resolving collective current and future water resource demands in South Lake County; and

WHEREAS, as major utility service providers in South Lake County, L.U.S.I. wish to work closely with the County and the South Lake Cities on water resource issues in South Lake County; and

WHEREAS, on or about April 2014, the parties did enter into an Interlocal Agreement entitled For Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies (“2014 Interlocal”); and

WHEREAS, under the 2014 Interlocal, the parties desired to create a cost effective and sustainable water resource system for South Lake County through collaborative efforts and resource sharing among its partners, and through those efforts, desired to decrease the region’s dependency on groundwater withdrawals and protect the Floridan Aquifer; and

WHEREAS, under the 2014 Interlocal, the group did receive input and information from local experts and SJRWMD representatives, collectively did solicit the services of an engineering firm with recognized water resources expertise, in order to assist the parties in assessing water demand projections, water supply options, impact mitigation strategy and infrastructure capacity in South Lake County; and

WHEREAS, under the 2014 Interlocal, a study was completed which identified water resources necessary to meet the needs of its residents, environment, and economy: and

WHEREAS, as a result of the study completed under the 2014 Interlocal, the County did receive funding from the State to conduct a basin study for the Clermont Chain of Lakes to inventory existing water control structures and to build a model to assist in determining available water supply from surface waters; and

WHEREAS, the parties now desire to restate and amend the 2014 Interlocal to create the South Lake Regional Water Cooperative.

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Purpose.** The purpose of this Agreement is amend and restate the 2014 Interlocal to create the South Lake Regional Water Cooperative. The Cooperative's purpose shall be to work jointly to identify opportunities for funding, sharing of capital resources, hiring consultants, and working towards common requirements and programs for the conservation of water resources.

3. **Membership.** Each party hereto shall be entitled to appoint one (1) elected official as a member to the Cooperative; provided, however, that each party may send as many staff representatives to the meetings as necessary for the purpose of providing technical assistance to the Cooperative.

3. **Consultant Management and Funding.** The parties agree as follows:
 - A. **Consultant Management.** The parties to this Agreement shall work cooperatively to provide management of and direction to any consultants retained to provide services needed by the Cooperative, as follows:
 - (i) The members of the Cooperative shall provide one another with names and contact information for staff member representatives prior to issuance of a solicitation document. Staff member representatives for the parties shall have at least fourteen (14) days advance notice of, and shall have the opportunity to be involved in, any and all meetings with the selected consultant.

- (ii) For each solicitation, the parties shall agree in writing which member entity shall be the entity to issue the solicitation document, and how the lead agency (“Lead Agency”) shall compensate the selected consultant for the services provided. The chief administrative officer of each member of the Cooperative shall executed a Memorandum of Understanding (MOU) setting forth the details associated with each solicitation prior to the solicitation being placed on the street.
- (iii) The parties hereby agree to provide staff resources and information concerning the subject matter of the solicitation at no cost to the Lead agency in order to assist the Lead Agency with the preparation of the solicitation, and the evaluation of the response.
- (iv) The Lead Agency shall provide selected consultant’s work product to the other parties to this Agreement via their staff member representatives upon the Lead Agencies receipt of the same. The other members of the Cooperative shall have at least thirty (30) days to provide written comments to the Lead Agency prior to final acceptance of the selected consultant’s work product by the Lead Agency.

B. Funding. The parties to this Agreement intend to seek funding from the State of Florida and/or other sources for the cost of any services. Any and all costs not funded by the State or another source shall be distributed as determined by the parties in each project specific MOU. The chief administrative officer for each member of the Cooperative shall be responsible for obtaining signature authority from their respective agencies prior to executing the MOU.

4. Term of Agreement; Effective Date. This Agreement shall become effective on the date the last party hereto executes this Agreement. Any party may terminate this Agreement without cause by providing written notice to the non-terminating parties at least sixty (60) days prior to

effect date of the termination. Notice of termination shall be sent to the addresses shown below under Paragraph 6 (“Notices”), and shall be considered properly given as of the date received. No party shall terminate this Agreement while an active MOU is effective. Upon completion of the active MOU, and upon payment of the agreed upon percentage of the cost to the Lead Agency, a party desiring to terminate this Agreement may proceed under the terms of this section.

5. **Assignment.** This Agreement shall not be assigned without the written consent of all parties.

6. **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

COUNTY

Lake County Manager
Post Office Box 7800
Tavares, Florida 32778-7800

CITY OF CLERMONT

Clermont City Manager
685 W. Montrose St., 3rd Floor
Clermont, FL 34711

CITY OF GROVELAND

Groveland City Manager
156 South Lake Ave.
Groveland, FL 34736

CITY OF MASCOTTE

Mascotte City Manager
100 East Myers Blvd.
Mascotte, FL 34753

CITY OF MINNEOLA

Minneola City Manager
800 N. U.S. Hwy. 27
Minneola, FL 34715

TOWN OF MONTVERDE

Montverde Town Manager
P.O. Box 560008
Montverde, FL 34756

LAKE UTILITY SERVICES, INC.

President/Director
2335 Sanders Rd.
Northbrook, IL 60062

7. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

8. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

9. **Modification.** No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. **Previous Agreements.** The 2014 Interlocal shall be terminated as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

{Rest of Page Intentionally Blank; Signature Pages Follow}

Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

LAKE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

_____, Chairman
This _____ day of _____, 2016.

Approved as to form and legality:

Melanie Marsh
County Attorney

Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

CITY OF CLERMONT

ATTEST:

Tracy Ackroyd, City Clerk

Gail L. Ash, Mayor

This ____ day of _____, 2016.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

CITY OF GROVELAND

ATTEST:

Teresa Begley, City Clerk

Tim Loucks, Mayor

This _____ day of _____, 2016.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

CITY OF MASCOTTE

ATTEST:

Michelle Hawkins, City Clerk

Barbara Krull, Mayor

This _____ day of _____, 2016.

Approved as to form and legality:

Virginia Cassady, City Attorney

Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

CITY OF MINNEOLA

ATTEST:

Christina Stidham, City Clerk

Pat Kelley, Mayor

This ____ day of _____, 2016.

Approved as to form and legality:

Scott Gerken, City Attorney

Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

TOWN OF MONTVERDE

ATTEST:

Graham Wells, Town Clerk

Joe Wynkoop, Mayor

This ____ day of _____, 2016.

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

Amended and Restated Interlocal Agreement for the South Lake Regional Water Cooperative

LAKE UTILITY SERVICES, INC.

Print Name: _____

Title: _____

This ____ day of _____, 2016.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 8

AGENDA ITEM: Manu, LLC – Proposal to Amend Second Amended Utility Agreement
--

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

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

DATE: October 27, 2016

BACKGROUND: On December 27, 2012 the City filed its Complaint against Manu, LLC for breach of contract relating to unpaid water and sewer fees. As of June 30, 2013 Manu, LLC owed the City \$308,892.78 in base facility/minimum monthly charges. During the course of litigation Manu, LLC proposed a settlement offer which was rejected by the City. The City did approve a settlement agreement which was more beneficial to the City. A copy is attached.

The Settlement Agreement provides that once Manu, LLC paid the amounts due in Section 1.A. a, b, and c, then Manu, LLC is to execute the Second Amended Utility Agreement as to Manu, LLC so the City can record same. As required by the Settlement Agreement, we requested Manu, LLC to execute the Second Amended Utility Agreement as to Manu, LLC, a copy is attached.

However, Manu, LLC now proposes to amend it to require Manu, LLC to pay cap the base facility/minimum monthly charge at a total of 40 units, rather than escalating the number of units for which base facility/minimum monthly charges are due. Currently there are only 7 units constructed. The Second Amended Utility Agreement requires Manu, LLC to pay base facility/ minimum monthly charges for 80 units from September 1, 2016 – August 31, 2017, and continue to add an additional 20 units annually, until the City is receiving payments for all 208 residential units.

I have spoken to Mrs. Walker, Interim City Manager, about the request, and she does not recommend with Manu, LLC's proposal.

STAFF RECOMMENDATION: Motion to Decline Proposal by Manu, LLC
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

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

MOTION BY:

SECOND BY:

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

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

SECOND AMENDED UTILITY AGREEMENT AS TO MANU, LLC

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016, by and between the CITY OF GROVELAND, FLORIDA, a Florida municipal corporation (hereafter "CITY"), and MANU, LLC, a Florida limited liability company ("MANU") whose mailing address is 9130 South Dadeland Blvd., Suite 1509, Miami, Florida 33156 (hereafter collectively may be referred to as "OWNER").

RECITALS

WHEREAS, the CITY owns and operates a central water and wastewater utility within a designated exclusive utility service area adopted pursuant to Chapter 180, Florida Statutes, and Title 7, U.S.C. §1926(b); and

WHEREAS, OWNER owns property located within the municipal boundaries of the CITY and within the CITY'S exclusive utility service area; and

WHEREAS, the CITY and OWNER'S predecessor in title entered into that certain Utility Agreement and Voluntary Covenant to Annex dated August 28, 2006 and recorded September 14, 2006 in Official Records Book 3259, Pages 1722 – 1730 ("Phase II Agreement"); and

WHEREAS, the rights and obligations set forth in the Phase II Agreement as thereafter amended in the Amended Utility Agreement (defined hereinafter) runs with the title to the OWNER'S Property as hereinafter described; and

WHEREAS, the CITY and OWNER desire to amend the Phase II Agreement and the Amended Utility Agreement dated March 17, 2008 recorded March 28, 2008 in Official Records Book 3603, Pages 1412-1417, but with the other terms and conditions of the Phase II Agreement and Amended Utility Agreement remaining as therein stated; and

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

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

SECTION 2. REPRESENTATION OF OWNERSHIP. OWNER is the fee simple owner of record of the following property located in Groveland, Lake County, Florida described in Exhibit "A" hereto (the "Owner's Property").

SECTION 3. PAYMENT DUE STRATEGIC. Paragraph entitled Build Out Projection, on Page 3 of the Phase II Agreement states: Owner estimates and agrees to connect up to but no more than 100 residential units in calendar year 2007 to the City's central water and sewer system, and up to but no more than 108 residential units in calendar year 2008. The Owner agrees that in the event all 208 residential units within the development have not received certificates of occupancy by December 31, 2009, Owner shall pay to the City user fees for the number of residential units equal to the difference between 208 residential units and the actual number of residential units which have received certificates of occupancy by December 31, 2009. Monthly guaranteed revenue charges equal to the base facility/minimum monthly charge for residential units for water and sewer service shall be paid by Owner on a monthly basis pursuant to the City's monthly utility billing cycle, and shall continue until total 208 residential units have received certificates of occupancy. **This provision is deleted in its entirety and the following is inserted in its place and made a part of the Phase II Agreement:**

Build Out Projection and Payments. Owner shall pay to the City on a monthly basis pursuant to the City's monthly utility billing cycle as follows:

- a. In Year 1 (commencing September 1, 2013 – ending August 31, 2014): the base facility/minimum monthly charge at the rate in effect at the time for a minimum of 20 residential units, plus any amount owed for any additional residential unit over and above the 20 units that have received certificates of occupancy.
- b. In Year 2 (commencing September 1, 2014 – ending August 31, 2015): the base facility/minimum monthly charge at the rate in effect at the time for a minimum of 40 residential units, plus any amount owed for any residential unit over and above the 40 units that have received certificates of occupancy.
- c. In Year 3 (commencing September 1, 2015 – ending August 31, 2016): the base facility/minimum monthly charge at the rate in effect at the time for a minimum of 60 residential units, plus any amount owed for any residential unit over and above the 60 units that have received certificates of occupancy.
- d. Each year thereafter commencing on September 1 and ending on August 31 the minimum number of residential units will increase incrementally by 20 over the preceding year's minimum residential units plus any amount owed for any additional residential unit over and above the number of minimum units for the corresponding year until the City is receiving payments for all 208 residential units. The base facility/minimum monthly charge at the rate in effect at the time shall be paid for the preceding year's minimum number of residential units plus 20 residential units. For example, in Year 4 the minimum will be calculated as follows: 60 residential units + 20 residential units = 80 residential units, and in Year 5 the minimum will be calculated as 80 residential units + 20 residential units.

SECTION 4. BINDING AGREEMENT. This Agreement shall run with the land and be binding upon all parties or persons subsequently owning the described Owner's Property and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees and assigns and all parties claiming by, through or under such person or entity, agree to be bound by all of the provisions of this Agreement.

SECTION 5. RECORDED COVENANT. This Agreement shall be recorded in the Public Records of Lake County, Florida. This Agreement and all undertakings of the OWNER hereunder shall constitute covenants running with title to the Owner's Property and shall be

binding not only on OWNER, but also on anyone who in the future claims any rights, title, or interest in the Owner's Property, whether by, through under or against OWNER or any of OWNER'S heirs, devisees, successors, and assigns.

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

OWNER: MANU, LLC, a Florida Limited Liability Company

By: G & G Management US LLC, Manager

By: _____
Mario Guzman, Manager

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Mario Guzman, as Manager of G & G Management US LLC, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

CITY OF GROVELAND,

WITNESSES:

By: _____
Mayor Tim Loucks

Print Name: _____

Attest:

City Clerk / Acting City Clerk

Print Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

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

NOTARY PUBLIC

EXHIBIT "A"
(Owner's Property)

All real property within the Plat of BLUE SPRING RESERVES TOWNHOMES, according to the Plat thereof as recorded in Plat Book 62, Pages 81 – 86, Public Records of Lake County, Florida.

Formerly described in the Phase II Agreement.

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

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT,
IN AND FOR LAKE COUNTY, FLORIDA

CITY OF GROVELAND,
a Florida municipality,

Plaintiff,

vs.

CASE NO.: 2012-CA-004457

MANU, LLC,
a Florida limited liability company,

Defendant.

MANU, LLC,
a Florida limited liability company,

Third Party Plaintiff,

vs.

ALTON LIGHTSEY AND LIGHTSEY &
ASSOCIATES, P.A.,

Third Party Defendant.

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement ("Settlement" or "Agreement") is made and entered into this 21st day of October, 2013 by and among (i) the CITY OF GROVELAND, Plaintiff and (ii) MANU, LLC, Defendant. Collectively, CITY OF GROVELAND and MANU, LLC will be referred to herein as the "Parties".

RECITALS

1. On December 26, 2012 Plaintiff filed the above action now pending in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, Case Number 2012-CA-004457 ("Litigation").

2. The Parties now wish to resolve all pending claims between City of Groveland and Manu, LLC in the above-styled case.

WHEREAS, the parties to this Stipulated Settlement Agreement have reached an amicable resolution. THEREFORE,

Section 1. Payment Terms.

A. Defendant Manu, LLC, agrees to pay Plaintiff \$308,892.78 payable to the City of Groveland as follows:

- a. A good faith payment of \$40,000 due and payable to the City of Groveland on or before October 16, 2013;
- b. Balance of \$268,892.78 payable in thirty (30) equal monthly installments of \$8,963.10 is due on or before the 1st day of each month beginning November 2013 and continuing each consecutive month thereafter until the balance of the debt is paid in full; and
- c. Payments shall be payable to the City of Groveland and remitted to the Law Office of Anita Geraci-Carver, P.A.

B. In addition to the payments as set forth above in Section 1. subparagraphs a. and b., Defendant Manu, LLC shall also pay to the City on a monthly basis pursuant to the City's monthly utility billing cycle as follows:

- a. In Year 1 (commencing September 1, 2013 – ending August 31, 2014): the base facility/minimum monthly charge at the rate in effect at the time for a

minimum of 20 residential units, plus any amount owed for any additional residential unit over and above the 20 units that have received certificates of occupancy.

- b. In Year 2 (commencing September 1, 2014 – ending August 31, 2015): the base facility/minimum monthly charge at the rate in effect at the time for a minimum of 40 residential units, plus any amount owed for any additional residential unit over and above the 40 units that have received certificates of occupancy.
- c. In Year 3 (commencing September 1, 2015 – ending August 31, 2016): the base facility/minimum monthly charge at the rate in effect at the time for a minimum of 60 residential units, plus any amount owed for any additional residential unit over and above the 60 units that have received certificates of occupancy.
- d. Each year thereafter commencing on September 1 and ending on August 31 the minimum number of residential units will increase incrementally by 20 over the preceding year's minimum residential units plus any amount owed for any additional residential unit over and above the minimum number of units for the corresponding year until the City is receiving payments for all 208 residential units. The base facility/minimum monthly charge at the rate in effect at the time shall be paid based on the preceding year's minimum number of residential units, plus 20 residential units. For example, in Year 4 the minimum will be calculated as follows: 60 residential units + 20 residential units = 80 residential units, and in Year 5 the minimum will be calculated as 80 residential units + 20 residential units.

C. In the event Manu, LLC fails to pay any amount due in full by the date due, and fails to cure within ten (10) days of the date due, Manu, LLC shall be in default of this Agreement. Upon a default the terms and conditions set forth in Sections 1 and 2 of this Agreement shall have no further force or effect, and without further action the terms and conditions for payment shall immediately revert to the terms and conditions as provided for in the original utility agreement and the first amended utility agreement, not the reduced amounts as provided for in Section 1, paragraphs A. and B.

Section 2. Upon the City's receipt of all funds pursuant to Section 1. subparagraphs a. and b. above, the parties agree to amend the Utility Agreement and Covenant to Annex and Amended Utility Agreement in accordance with **Exhibit A** attached hereto and incorporated

herein. Manu, LLC will execute the Second Amended Utility Agreement and return the original to City within thirty (30) days of final payment pursuant to Section 1, paragraph A. above. City will record the Second Amended Utility Agreement in the public records of Lake County, Florida at City's expense.

Section 3. Attorneys' Consultation and Fees. All parties were provided a copy of this Stipulated Settlement Agreement and an opportunity to consult with legal counsel. Each party shall bear its own attorneys' fees and costs.

Section 4. Lawsuit. Within 3 business days of execution of this Agreement, the Parties agree to file a notice of voluntary dismissal with prejudice to dismiss any claims the Parties have against each other. Nothing in this Agreement will obligate Manu, LLC to dismiss any action against any other named party in the subject litigation. It is Manu, LLC's intent to continue its actions against Alton Lightsey and Lightsey & Associates, P.A. The Parties agree that this Agreement will be filed with the Court and recorded in the public records of Lake County, Florida. The Parties agree neither will file an action in court to enforce the terms of this Agreement without first providing the defaulting party no less than 30 days advance written notice to cure the default. In the event of a breach of this Agreement, the prevailing party to any litigation required for the enforcement of this Agreement shall be entitled to receive their reasonable attorney's fees and costs including any such fees and costs incurred in any appellate proceeding from the non-prevailing party.

Section 5. Cooperation. Neither Party referenced above shall take any action or refrain from taking any action in a manner which is inconsistent with the intent and spirit of this Stipulated Settlement Agreement.

Section 6. Effective Date. This Stipulated Settlement Agreement shall be effective immediately upon last date signed.

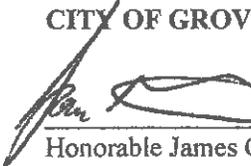
Section 7. Venue. The venue for all lawsuits brought by any of the Parties hereto involving any dispute, controversy, or claim arising out of or in connection with this Agreement shall be brought in Lake County, Florida.

Section 8. Binding Upon Successors. This Stipulated Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, representatives, and assigns.

Section 9. Authority. By signing below, the undersigned parties represent and acknowledge that they have the necessary authority to execute this stipulation on behalf of each respective party.

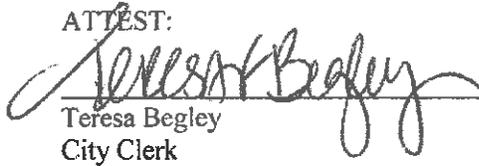
IN WITNESS WHEREOF, the Parties hereto have executed this Stipulated Settlement Agreement on the date first above written.

CITY OF GROVELAND:



Honorable James Gearhart, Mayor

ATTEST:



Teresa Begley
City Clerk

Approved as to Form:

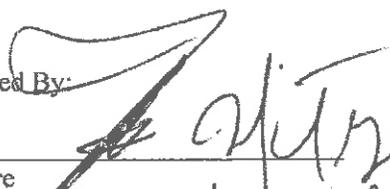


Anita Geraci-Carver
City Attorney

MANU, LLC

By: 

PERIKUL

Witnessed By: 

Signature
PERIKUL Michael Gonzalez
Print Name JAIME MARIA



Signature
Celina Gomez
Print Name

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 8th day of October 2013, by Jaime Mario Perkul, as the Manager of Manu, LLC, who is personally known to me or has produced _____ as identification.

Margarita Gonzalez
NOTARY PUBLIC



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



SECOND AMENDED UTILITY AGREEMENT AS TO MANU, LLC

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__ by and between the **CITY OF GROVELAND, FLORIDA**, a Florida municipal corporation (hereafter "CITY"), and **MANU, LLC**, a Florida limited liability company ("CLERMONT") whose mailing address is 9130 South Dadeland Blvd., Suite 1509, Miami, Florida 33156 (hereafter collectively may be referred to as "OWNER").

RECITALS

WHEREAS, the CITY owns and operates a central water and wastewater utility within a designated exclusive utility service area adopted pursuant to Chapter 180, Florida Statutes, and Title 7, U.S.C. §1926(b); and

WHEREAS, OWNER owns property located within the municipal boundaries of the CITY and within the CITY'S exclusive utility service area; and

WHEREAS, the CITY and OWNER'S predecessor in title entered into that certain Utility Agreement and Voluntary Covenant to Amend dated August 28, 2006 and recorded September 14, 2006 in Official Records Book 3289, Pages 1702 - 1730 ("Phase II Agreement"); and

WHEREAS, the rights and obligations set forth in the Phase II Agreement as thereafter amended in the Amended Utility Agreement (defined hereinafter) runs with the title to the OWNER'S Property as hereinafter described; and

WHEREAS, the CITY and OWNER desire to amend the Phase II Agreement and the Amended Utility Agreement dated March 17, 2008 recorded March 28, 2008 in Official Records Book 3603, Pages 1412-1413, but with the other terms and conditions of the Phase II Agreement and Amended Utility Agreement remaining as therein stated; and

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

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

SECTION 2. REPRESENTATION OF OWNERSHIP. OWNER is the fee simple owner of record of the following property located in Groveland, Lake County, Florida described in Exhibit "A" hereto (the "Owner's Property").

SECTION 3. PAYMENT DUE STRATEGIC. Paragraph entitled Build Out Projection, on Page 3 of the Phase II Agreement states: Owner estimates and agrees to connect

up to but no more than 100 residential units in calendar year 2007 to the City's central water and sewer system, and up to but no more than 108 residential units in calendar year 2008. The Owner agrees that in the event all 208 residential units within the development have not received certificates of occupancy by December 31, 2009, Owner shall pay to the City user fees for the number of residential units equal to the difference between 208 residential units and the actual number of residential units which have received certificates of occupancy by December 31, 2009. Monthly guaranteed revenue charges equal to the base facility/minimum monthly charge for residential units for water and sewer service shall be paid by Owner on a monthly basis pursuant to the City's monthly utility billing cycle, and shall continue until total 208 residential units have received certificates of occupancy. ~~This provision is deleted in its entirety and the following is inserted in its place and made a part of the Phase II Agreement:~~

Build Out Projection and Payments. Owner shall pay to the City on a monthly basis pursuant to the City's monthly utility billing cycle as follows:

- a. In Year 1 (commencing September 1, 2013 – ending August 31, 2014): the base facility/minimum monthly charge at the rate in effect at the time for a minimum of 20 residential units, plus any amount owed for any additional residential unit over and above the 20 units that have received certificates of occupancy.
- b. In Year 2 (commencing September 1, 2014 – ending August 31, 2015): the base facility/minimum monthly charge at the rate in effect at the time for a minimum of 40 residential units, plus any amount owed for any residential unit over and above the 40 units that have received certificates of occupancy.
- c. In Year 3 (commencing September 1, 2015 – ending August 31, 2016): the base facility/minimum monthly charge at the rate in effect at the time for a minimum of 60 residential units, plus any amount owed for any residential unit over and above the 60 units that have received certificates of occupancy.
- d. Each year thereafter commencing on September 1 and ending on August 31 the minimum number of residential units shall increase incrementally by 20 over the preceding year's minimum residential units plus any amount owed for any additional residential unit over and above the number of minimum units for the corresponding year until the City is receiving payments for all 208 residential units. The base facility/minimum monthly charge at the rate in effect at the time shall be paid for the preceding year's minimum number of residential units plus 20 residential units. For example, in Year 4 the minimum will be calculated as follows: 60 residential units + 20 residential units = 80 residential units, and in Year 5 the minimum will be calculated as 80 residential units + 20 residential units.

SECTION 4. BINDING AGREEMENT. This Agreement shall run with the land and be binding upon all parties or persons subsequently owning the described Owner's Property and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees and assigns and all parties claiming by, through or under such person or entity, agree to be bound by all of the provisions of this Agreement.

SECTION 5. RECORDED COVENANT. This Agreement shall be recorded in the Public Records of Lake County, Florida. This Agreement and all undertakings of the OWNER hereunder shall constitute covenants running with title to the Owner's Property and shall be binding not only on OWNER, but also on anyone who in the future claims any rights, title, or interest in the Owner's Property, whether by, through under or against OWNER or any of

OWNER'S heirs, devisees, successors, and assigns.

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

OWNER: MANU, LLC,

WITNESSES:

By: _____
Its: Managing Member

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as the Manager of Manu, LLC, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

CITY OF GROVELAND,

WITNESSES:

By: _____
Mayor

Print Name: _____

Attest: _____

Print Name: _____

City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as the Mayor of the City of Groveland, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT "A"
(Owner's Property)

All real property within the Plat of BLUE SPRING RESERVES TOWNHOMES, according to the Plat thereof as recorded in Plat Book 62, Pages 81 – 86, Public Records of Lake County, Florida.

Formerly described in the Phase II Agreement.

DRAFT



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 9

AGENDA ITEM: Employment Contract between City of Groveland and Gwendolyn Walker re: City Manager

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

PREPARED BY: Anita Geraci-Carver, City Attorney

DATE: November 3, 2016

BACKGROUND: Attached please find the employment contract between the City of Groveland and Gwen Walker. In summary the agreement provides for the following terms and conditions:

1. Annual base salary of \$100,000;
2. Annual performance evaluation, and possibility for salary increase at that time, and in addition Council can approve an adjustment to salary in an amount equal to any cost of living adjustment and/or percentage based raise which is provided to all other employees of the City.
3. Severance pay for a termination without reason of 8 weeks plus 1 additional week for each full year of service as an employee with the City of Groveland in exchange for waiver and release, unless returned to her position as Finance Director, then no severance is paid;
4. The City Council will assess Mrs. Walker's performance as City Manager on or about 12 months from now to determine whether the City Council desires to retain Walker in this role, or begin a search to consider other candidates to consider for City Manager. Mrs. Walker is not precluded from applying for the position. After this search is concluded, if the City Council decides it does not want to retain Mrs. Walker as City Manager, or if Mrs. Walker is selected to remain as City Manager but decides she does not want to continue to serve as the City Manager, then Mrs. Walker will be returned to a position as the Finance Director (with duties substantially similar to the position she previously held), or Walker's employment as City Manager will end. If Walker's employment as City Manager ends she will be eligible for severance as described above.
5. Use of City vehicle for conducting city business;

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

6. Employee benefits as provided in the Employee Handbook.

STAFF RECOMMENDATION: Motion to Approve Employment Contract with Mrs. Walker

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated and effective this 7th day of November 2016, by and between the City of Groveland, State of Florida, a municipal corporation, hereinafter referred to as "Groveland", and Gwendolyn Walker, hereinafter referred to as "Walker", both of whom agree as follows:

RECITALS

1. Walker has been employed by Groveland most recently as its Interim City Manager and formerly as its Finance Director. Walker performed satisfactorily in her role as the City's Finance Director.

2. Groveland has been satisfied with Walker's performance in the Interim City Manager role and Groveland's Governing Board, referred to as the "City Council", now desires to employ the services of Walker as Groveland's City Manager as provided by Article IV of Groveland's City Charter, referred to as the "Charter".

3. The City Council desires to employ Walker in this role, upon the terms and conditions set forth herein, and is willing to enter into this Agreement.

4. Walker desires to serve in the role as the City Manager of Groveland upon the terms and conditions set forth herein, and is willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Recitals.

The Recitals set forth above are incorporated fully herein are true and correct and form a material part of this Agreement.

Section 2. Effective Date of Agreement.

The effective date of this Agreement November 7, 2016, and it will remain effective and continue in force and effect as provided hereafter during Walker's employment as City Manager as set out herein.

Section 3. Duties as City Manager.

The City Council hereby appoints Walker as its City Manager of Groveland. As City Manager, Walker will be responsible to perform and execute the functions and duties provided in Article IV of the Charter, and to perform other legally permissible duties, such as all duties and essential job functions appearing on the City Manager Position Description, attached as Exhibit "A" to this Agreement, and other proper duties and functions as the City Council will from time to time assign. In the performance of her duties, Walker shall at all times comply with Groveland customs, practices, policies and customs, personnel and governance policies, whether currently in existence or as may come into existence and whether or not in written form. Walker

agrees to dedicate her full time and attention to the performance of her duties as City Manager. Walker understands that as the City Manager she is an exempt employee, and as such, her position is one that will likely require her to work in excess of forty (40) hours per week and that she is not entitled to overtime pay due to her exempt status.

Section 4. Term

- A. **At-Will Employment.** Pursuant to, and as required by, Article IV, Section 4.02 of the Charter, Walker will serve as City Manager for an indefinite term and as an at-will employee at the pleasure of the City Council. The City Council will, however, assess Walker's performance as City Manager on or about the first anniversary date of Walker's appointment as City Manager to determine whether the City Council desires to retain Walker in this role, or begin a search to consider other candidates to consider for City Manager. If the City Council determines that it wants to begin such a search, Walker at all times retains the right to be considered as an applicant for the City Manager position. After this search is concluded, if the City Council decides it does not want to retain Walker in the role of City Manager, or if Walker is selected to remain as City Manager but decides she does not want to continue to serve as the City Manager, then the parties agree that Walker will be returned to a position as the Finance Director (with duties substantially similar to the position she previously held), or Walker's employment as City Manager will end. If Walker's employment as City Manager ends she will be eligible for severance as set out in Subsection 5.A. If, however, Walker returns to a Finance Director position then this Agreement will terminate and Walker will have no right to severance as she will remain employed with the City (on an at-will basis).

Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Walker at any time in her role as City Manager, subject only to the provisions set forth in the Charter and in Section 5 of this Agreement. If, on or about Walker's first anniversary date of her appointment as City Manager: (i) the City decides not to begin a search for other candidates; (ii) the City searches for but does not select a new City Manager and Walker decides to remain as City Manager, then Walker will continue in her role as City Manager under the terms of this Agreement. Walker understands that she has no federal or state procedural or substantive due process rights to continued employment as the City Manager, and her only right is to request a public hearing prior to the City Council's vote to remove Walker as City Manager as set forth in the Charter under Subsection 4.02 (b).

Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with Walker's right to resign at any time from her employment and her position as City Manager with Groveland, subject only to the provision set forth in this Section and in Subsection 5(E) of this Agreement.

- B. **Exclusive Services.** Walker understands that while she is an at-will employee, during her employment with Groveland her employment will be exclusive to Groveland and she agrees neither to accept other employment nor to become

employed by any other employer except as provided herein. Nothing contained in this paragraph will prohibit Walker from ordinary investing or trading of stocks, bonds, commodities or other securities or forms of investments, including real estate.

Section 5. Termination and Severance Notice.

- A. **Termination by Groveland without Reason.** For purposes of providing Walker with advanced notice of termination and to be eligible for severance pay as set out in this Subsection (and not as a limitation on the right to terminate), the City Council has the right to classify Walker's termination of employment as the City Manager, and the termination of this Agreement as being "without reason" to give Walker thirty (30) days written notice of such termination. As to her termination as City Manager, it will be done in accordance with the vote required by Section 4.02 (b) of the Charter. If Walker requests a hearing under Section 4.02 (b) of the Charter and chooses to be accompanied by legal counsel at the time of the hearing, said legal expenses shall be incurred by Walker. If the City Council votes to terminate Walker "without reason," Walker must continue to report to work each day and fully perform her duties during this notice period and is not permitted to take PTO or other time off during this notice period, unless permitted by the City Council. The City Council shall have the option of accelerating the notice and relieving Walker of her duties immediately, or at any time during the notice period, but Walker shall be paid through the termination effective date any earned salary and accrued PTO benefits all in accordance with Groveland's regular payroll practices and personnel policies governing PTO. No other monies, compensation, or benefits, will be due or owing to Walker, except for the severance as provide for in this Section 5. Walker will continue to receive any Groveland provided health (if any) and other group insurance or retirement benefits through this notice period.

For purposes of this section a termination "without reason" includes any reason not enumerated under Subsection 5C., which includes a termination of Walker if she becomes totally disabled such that she can no longer perform the essential functions of her position as City Manager. For purposes of this section, a total disability means Walker is unable to perform the essential functions of her position (with or without a reasonable accommodation) for a period in excess of twelve (12) consecutive weeks and thereafter until her PTO bank, if any, has been exhausted. The City Council has the right to request acceptable proof of the disability from Walker's qualified and licensed Florida medical doctor and, at Groveland's expense, to require a confirming second opinion from a qualified and licensed Florida medical doctor. Walker agrees to fully cooperate with Groveland's selected medical doctor in providing the second opinion including releasing pertinent medical information as necessary for the determination, and consenting to any required evaluation that may be necessary for the second opinion. In the event the second opinion does not confirm the total disability then the parties agree to obtain a third opinion from a qualified and licensed Florida medical doctor (to be mutually selected by the parties who will share the expense for the evaluation) whose determination will be binding on the parties. For purposes of this section a termination "without reason" also includes if the citizens by referendum or the Florida legislature acts to change the city manager strong form of

government, currently present in Groveland, which substantially diminishes the role, powers, duties, authority and responsibilities of the city manager position. In such instance Walker shall have the right to declare that such change constitutes a termination “without reason.”

Walker understands that if Walker is transferred back to the position of Finance Director she has no right to severance as her employment is not being terminated. Where her employment with Groveland is terminated pursuant to this Subsection, provided Walker signs (and does not revoke) a settlement, separation, waiver, and release agreement (to be prepared by Groveland) to completely resolve all claims (asserted, unasserted, known or unknown, that are permitted to be released and/or settled by law, but excluding any vested retirement benefits) against Groveland arising out of or relating to Walker’s employment with Groveland or termination thereof as well as any other terms and conditions required by Groveland, Walker shall be entitled to receive as severance an amount equal to eight (8) weeks of pay as well as one (1) additional week of pay for every full twelve (12) months of employment Walker has had with the City, so long as the total severance amount is not in excess of the maximum allowed by Florida Statutes (§215.425(4)(a)1., or any amendments thereto). The severance pay will be calculated based on the salary in effect at the time of termination and will be paid in installments and in accordance with normal payroll practices. There shall be no set-off of the severance if Walker obtains alternate employment prior to the end of the severance period.

- B. **Termination of Walker’s Role as City Manager.** At any time, after the vote required by Section 4.02(b) of the Charter, Groveland has the right to terminate Walker’s employment with Groveland in her capacity as City Manager (either upon the 30 day notice (“without reason”) or immediately (“with reason”) as set out in this Section 5).

- C. **Termination by Groveland with Reason.** For purposes of immediately terminating Walker and determining whether to exercise it discretion to provide Walker with severance, as set out in this Subsection, the City Council has the right to classify Walker’s termination of employment as the City Manager, and the termination of this Agreement as being “with reason.” At any time after taking the vote required by Section 4.02(b) of the Charter Groveland may immediately, terminate Walker’s employment and this Agreement “with reason” at the sole discretion and judgment of the City Council. Walker understands and agrees that in accordance with Section 4.02(b) of the Charter, she has the right to demand a public hearing prior to the City Council’s vote to remove her as the City Manager. If Walker requests a hearing under Section 4.02 (b) of the Charter and chooses to be accompanied by legal counsel at the time of the hearing, said legal expenses shall be incurred by Walker. For purposes of this Section, Walker’s employment shall be considered terminated “with reason” if Walker’s employment is terminated by Groveland on account of the occurrence of any one or more of the following:
 - a. Walker’s engaging in behavior unbecoming to a City Manager of Groveland (as determined in the sole discretion of the Council).

- b. Walker's commission of any act of dishonesty, fraud, violation of law or any act which subjects Groveland, its elected officials, other non-elected officials, contractors, department directors, agents, attorneys, or employees, to ridicule, humiliation or disrepute, including without limitation Walker engaging in a transaction in which she received an improper personal benefit.
- c. Walker's engaging in conduct for which a judge has found probable cause of a crime under Florida or federal law, whether or not it results in a conviction.
- d. Walker's: (i) violations of any law, rule regulation, constitutional provision, policy, by-law or interpretation of Groveland, which violation may, in the judgment of Groveland, reflect adversely upon Groveland; or, (ii) violation of Florida's Code of Ethics, Chapter 112, Part III of Florida Statutes.
- e. Walker's misfeasance, malfeasance, nonfeasance, negligence, misconduct or conscious disregard for the interests of Groveland, including without limitation failing to perform the duties for the City Manager, as set out above. Notwithstanding anything to the contrary contained in this Agreement, as to this Subsection 5.C.e., prior to taking the vote to terminate as set forth above, and only if the termination is to be based on this Subsection 5.C.e., Groveland will first provide Walker with written notice of the circumstances giving rise to a termination under this Subsection 5.C.e., as well as a thirty (30) day opportunity to cure the deficiencies to the satisfaction of Groveland. Nothing contained in this Subsection 5.C.e., prevents Walker from requesting a public hearing prior to her removal as set forth in the City Charter.
- f. Engaging in misconduct as defined by section 443.036, Florida Statutes.
- g. Upon any termination "with reason," after the termination date is communicated to Walker, Groveland shall have no further obligations to Walker under this Agreement, except that any salary that is earned and unpaid through the date of termination will be paid to Walker by Groveland in accordance with Groveland's regular payroll practices. Walker will continue to receive any health (if elected) and other group employee benefits through the date of termination. No other monies, compensation, or benefits, will be due or owing to Walker. No severance will be provided to Walker. Notwithstanding provisions to the contrary herein, at all times the City Council retains discretion to provide a severance package (except for a termination for misconduct as defined in section 443.036, Florida Statutes) to Walker at the time of termination subject to and in exchange for a full settlement, separation, waiver, and release agreement (to be prepared by Groveland) to completely resolve all claims (asserted, unasserted, known or unknown, that are permitted to be released and/or settled by law, but excluding any vested retirement benefits) against Groveland arising out of or relating to Walker's employment with Groveland or termination thereof as well as any other terms and conditions required by Groveland. The amount of the severance to be determined by the City Council up to the maximum allowed by Florida Statutes under Subsection 215.425(4)(b) (6 weeks) (or any amendments to the statute in

effect at the time of Walker's termination).

- D. **Resignation upon Notice by Walker.** Walker may resign her employment and terminate this Agreement at any time by providing Groveland with thirty (30) days written notice of such resignation. Walker must continue to report to work each day and fully perform her duties during this thirty (30) day notice period and is not permitted to take PTO or other time off during this notice period, unless permitted by the City Council. Upon Walker providing notice of resignation to Groveland, Groveland shall have the option of accelerating the notice and relieving Walker of her duties immediately or at any time during the notice period, but Walker will be paid any earned salary through the resignation effective date in accordance with Groveland's regular payroll practices. Walker will continue to receive any health insurance or other City provided third party benefits through this notice period. No other monies, compensation, or benefits, will accrue or be due or owing to Walker, except as may be permitted under Groveland's policies related to the pay out of earned unused PTO for a resigning employee. No severance will be provided to Walker.
- E. **Termination upon Death of Walker.** This Agreement shall terminate in the event of Walker's death. In the event Walker dies during the term of this Agreement, Groveland shall pay to the beneficiary or beneficiaries designated in writing by Walker in the Form of Exhibit "B", attached hereto and incorporated herein by reference, and delivered to Groveland prior to Walker's death; or, in the absence of such designation, to Walker's estate, only Walker's earned but unpaid salary hereunder through Walker's date of death. The terms of this Subsection shall survive the termination of this Agreement and/or the termination of Walker's employment and/or relationship with Groveland for any reason whatsoever. No severance will be provided to Walker.

Section 6. Salary

- A. Groveland agrees to pay Walker for her services rendered in her role as City Manager pursuant hereto at an initial annual base salary in an amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), payable, as earned, in equal installments at the same time as other employees of Groveland are paid. Groveland agrees to adjust Walker's base salary in such amounts and to such extent as the City Council may determine that it is desirable to do so as an annual salary review of Walker made at the same time as the annual performance evaluation. Salary increases are not guaranteed.
- B. In addition to the ability to make a salary adjustment set out in Subsection 6.A., Groveland has the right to separately approve an adjustment to Walker's salary in an amount equal to any cost of living adjustment and/or percentage based raise which is provided to all other employees of Groveland, however this is not automatically provided and requires express approval by the City Council.

Section 7. Performance Evaluation

The City Council will review and evaluate Walker's performance at least annually. The City Council will at a minimum provide Walker with written evaluations which are summarized by the city attorney to form the performance evaluation and delivered to Walker no less than fourteen (14) calendar days prior to the public meeting where City Council will discuss with Walker the performance evaluation with all members of the City Council present. Annually, the City Council and Walker will define general goals and performance objectives that they determine necessary for the proper operation of Groveland and in the attainment of the City Council's policy objectives and which will, in part, form the performance criteria on which Walker will be evaluated. At any time, Walker is free to inquire of the City Council if she has any questions about how she is developing in the performance of the performance goals and objectives.

Section 8. Policies and Procedures.

Walker understands that as an employee of Groveland, Walker is subject to the practices, policies and procedures (personnel, governance, etc.) established or to be established from time to time by Groveland. Walker agrees to comply with the practices, policies and procedures of Groveland, which may or may not be set out in Groveland's Personnel Policy Manual (the "Handbook"), as it has been amended, and which is currently under review by Groveland and is expected to be further amended from time to time, so long as they are reasonable and do not violate the law. In the event of an inconsistency or conflict between a practice, policy or procedure and this Agreement, the terms of this Agreement will control.

Section 9. Automobile

Since the City Manager is required to have access to an automobile to properly execute the duties of City Manager, and so long as Walker serves in the role of City Manager under this Agreement, Groveland will provide Walker with the use of an automobile to conduct City business. The City provided automobile is not for personal use but the City understands and agrees that some limited incidental personal use may occur from time to time and will be permitted so long as it is for only an occasional situation and not on a regular basis. Walker is not to transport friends or family members in the automobile. The City will be responsible for the purchase, lease, maintenance, insurance, taxes, etc. for the vehicle. Annually, Walker will, however, provide the City Council with proof of adequate automobile insurance. Walker will immediately inform the City Council if her license is suspended or revoked. In that event, during the time Walker does not have an active and valid license her use of the City automobile will cease and will not continue again unless and until Walker can satisfactorily establish that she again holds a valid drivers' license.

Section 10. Employee Benefits

- A. Unless this Agreement explicitly provides otherwise, so long as she meets the eligibility requirements for the benefits and has not declined any coverage, Walker will be eligible to participate in all employee benefits and programs implemented and provided to other employees of Groveland, as such benefit programs are explained and provided for in the Handbook and applicable plan documents, and as they may be amended from time to time. Walker is free, however, to decline the participation in

any City sponsored benefits (such as health insurance and life insurance).

- B. Walker will accrue Personal Time Off hours (“PTO”) as provided for in Section 303 of the Handbook, as it may be amended. Walker’s use of PTO will be in accordance with the Handbook. For any advanced PTO taken prior to when it would have been earned under the Handbook it will be considered a pay advance and therefore, if Walker’s employment ends prior to the time she would have accrued the PTO under the Handbook, then she agrees that Groveland has the right to set off the advanced PTO from any monies Groveland owes to Walker, including any salary payments, as allowed by law.
- C. Walker has the same options as other employees to make matching contributions and to receive contributions from Groveland in accordance with the terms that govern the retirement plan.
- D. Home Office: Groveland agrees to provide and maintain for Walker for her use during the term of this Agreement a multi-function printer (i.e. fax/scanner/printer), a laptop computer with software, and smart phone. The multi-function printer shall be located at her residence for use in the performance of her duties as City Manager and at all times shall remain the property of Groveland. Upon termination, the property shall be returned to Groveland. Walker should not use the City laptop or smart phone for personal use and is not permitted to copy, download or maintain public records on any of her personal electronic devices (including thumb drives).
- E. Groveland shall bear the full cost of any fidelity or surety bond required of the city manager by Florida law or city ordinance.

Section 11. Dues and Subscriptions

Groveland agrees to budget and to pay a reasonable amount for the professional dues and subscriptions of Walker for her participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation and for the good of Groveland. Specifically included are memberships in the International City/County Management Association and Florida City Management Association.

Section 12. Professional Development

Groveland agrees to budget for and pay the registration fees as well as a reasonable amount for travel, hotel (at the meeting/conference host hotel and the rates for an individual room, unless otherwise approved by the City) and subsistence expenses (meals) for Walker for meetings and occasions adequate to continue the professional development of Walker and to adequately pursue necessary official and other functions for Groveland, including, but not limited to the Annual conference of the International City Management Association, the Florida League of Cities, and such other national, state, regional, and local governmental groups. Groveland also agrees to budget and pay for similar expenses of Walker for short courses, institutes, credentialing and seminars that are necessary for her professional development and for the good of Groveland.

Section 13. Indemnification

To the extent permitted by law, Groveland will defend, and indemnify Walker against any third party claim or demand, or other legal action, whether groundless or otherwise, arising out of any alleged act or omission that occurred within the scope of Walker's duties performed as the City Manager. To the extent Groveland has insurance coverage for such third party claims then Groveland or its insurance carrier, may, without personal cost to Walker, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Nothing herein limits or prevents the City from seeking the reimbursement or recovery of any monies from Walker that were paid by the City in connection with a legal action brought against the City based on Walker's alleged act or omission, where a court of competent jurisdiction has found that Walker acted outside the scope of her duties.

Section 14. Remedies Upon Breach and Attorneys' Fees and Costs

In the event of one party's breach of this Agreement, the other party shall be entitled to any remedies and damages available in law or equity. In the event of any action, each party will bear its own costs and attorney's fees in any action brought under this Agreement, including any appellate proceedings.

Section 15. Set Off

Groveland shall be entitled to set off against any amounts it owes to Walker, any amounts Walker owes to Groveland, consistent with applicable law.

Section 16. Notices

Any and all notices required or permitted to be given under this Agreement, including any change to the address of the persons who are to receive notice, will be deemed to be sufficiently given if furnished in writing, and personally delivered or sent by certified mail, postage prepaid, to Walker's last known residence as to Walker, and to the Mayor in care of Groveland's City Hall in the case of Groveland, with a copy to the City Attorney. Any notice sent by certified mail as aforesaid shall be deemed to have been delivered on the third business day following the date of mailing.

Section 17. Assignment

The rights and obligations of Walker under this Agreement are not assignable. The rights and obligations of Groveland under this Agreement inure to the benefit and, to the extent permitted by law, shall be binding upon the future City Councils of Groveland.

Section 18. Waiver

The failure of either Walker or Groveland, at any time, to require performance of the other party of any provision hereof, or to resort to her or its remedy at law, in equity, or otherwise, shall in no way affect the right of such party to require such full performance or to resort to such remedy at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision

unless expressly stated in writing. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver.

Section 19. Governing Law and Jurisdiction, Venue

This Agreement is made in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflicts of law provisions. The parties hereby consent to the exclusive and personal jurisdiction of the federal or state courts located in Lake County, Florida, with venue in Lake County, Florida, to the exclusion of all other states' laws, venues and jurisdictions.

Section 20. Entire Agreement and Amendment

This Agreement constitutes the entire agreement between the parties and supersedes any and all previous agreements and understandings between the parties, whether written or oral agreements or understandings, with respect to such subject matter. No change or modification of this Agreement shall be valid unless it is in writing and signed by the parties hereto, and expressly reference that it is amending this Agreement.

Section 21. Construction of Agreement and Severability

It is the intent of the parties that the provisions of this Agreement are severable, and that if any covenant shall be determined to be unenforceable in any part, that portion of the Agreement shall be modified by the Court so as to permit enforcement of the Agreement to comport with the intent of the parties and the rule of law that would render such provision(s) enforceable and valid. If for any reason such court does not or may not do so, then this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

Section 22. Plain Meaning

This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

Section 23. Waiver of Jury Trial

WALKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT SHE MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION RELATED TO OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT, HER EMPLOYMENT WITH GROVELAND, AND ALL FEDERAL AND STATE STATUTORY RIGHTS.

IN WITNESS THEREOF, the CITY OF GROVELAND has caused this Agreement to be signed, and executed on its behalf by its Mayor, and duly attested to by its City Clerk, and Gwendolyn Walker has signed and executed this Agreement, both in duplicate, on this 7th day of November 2016, as to Walker, and on this 7th day of November, 2016 as to Groveland.

“Groveland”

City of Groveland, a Florida
municipality,

By: _____
Mayor Tim Loucks

By: _____
Teresa Maxwell, City Clerk

“Walker”

By: _____
Gwendolyn Walker

EXHIBIT "A"
TO EMPLOYMENT AGREEMENT DATED NOVEMBER 7, 2016.
POSITION DESCRIPTION FOR CITY MANAGER

CITY OF GROVELAND

JOB TITLE: City Manager

Pay Range: 50 (76,715-117,915)

GENERAL DESCRIPTION:

This position is the highest level of management within the municipal organization. The incumbent serves as the City's Chief Executive Officer. He/She manages the City's affairs under the broad policies and direction of the City Council. The incumbent is responsible for planning, organizing, directing and coordinating the activities of all utility and general fund departments. The work is performed independently and requires a great deal of initiative and sound judgement. General supervision is received from the City Council. Work is reviewed through observation of daily activities, conferences, reports and results achieved.

ESSENTIAL JOB FUNCTIONS:

1. Supervises and coordinates the administrative affairs and activities of the City.
 2. Implements programs, actions and plans consistent with the policy direction of the City Council.
 3. Reviews the City Council meeting agenda; evaluates departmental and citizen requests; makes recommendations on agenda items.
 4. Attends all City Council meetings.
 5. Promulgates, monitors compliance and reports results of policies established by the City Council.
 6. Represents the City in intergovernmental relationships.
 7. Analyzes proposed state and federal legislation and makes recommendations to the City Council for positions on proposed legislation.
 8. Develops and recommends an annual operating budget based on revenue projections, proposed goals, work programs and projects authorized by the City Council.
 9. Prepares proposed capital improvement budget based on long-range plans for acquiring, constructing and improving buildings and City facilities.
 10. Reviews and recommends organizational staffing as part of the budget process.
 11. Monitors financial reports and makes recommendations to the City Council of changes that may be necessary to stay within the approved budget.
 12. Directs research in administrative practices to bring about greater efficiency and economy in the City government; develops and recommends long-range plans to the City Council to improve City operations.
 13. Assists Department Heads in solving problems which inhibit efficient operations within or create friction between departments.
 14. Directs the development of training and leadership programs for employees.
 15. Periodically reviews and monitors City policies and procedures.
 16. Serves as a member of the Personnel Committee and makes recommendations to the Committee regarding enforcement of and desired revisions to the personnel policies.
 17. Receives and reviews complaints from the public; channels them to the appropriate department, and ensures follow-up action is taken to resolve them.
 18. Confers with elected officials on matters of budget and policy.
 19. Confers with other local jurisdictions, state and federal officials as needed.
- (These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

MINIMUM QUALIFICATIONS:

KNOWLEDGE, ABILITIES, AND SKILLS:

1. Extensive knowledge of the ordinances, policies and procedures of the City.
2. Extensive knowledge of the organization, function and activities of municipal government.
3. Extensive knowledge of the principles, practices and methods of accounting and public finance administration.
4. Extensive knowledge of water and wastewater operations.
5. Considerable knowledge of electronic data processing.
6. Considerable knowledge of modern office practices, methods and equipment.
7. Ability to meet successfully with public officials, Department Heads and the general public, and establish and maintain effective working relationships with these groups.
8. Skill in the use of general office equipment.
9. Ability to plan, organize and direct the work of a large diversified staff engaged in utilities, general municipal government and related matters.
10. Ability to evaluate existing policies, methods, procedures and practices and recommend necessary changes.
11. Ability to prepare annual budgets.
12. Ability to speak and write effectively.
13. Ability to operate a City vehicle.

EDUCATION AND EXPERIENCE

1. Graduation from a four (4) year college or university with a major in public administration, MBA preferred.
2. Eight (8) or more years of progressively responsible professional experience in municipal government.
3. Considerable experience in budget preparation.

(A comparable amount of training, education, or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS, OR REGISTRATIONS

Must possess a valid State of Florida Class E/operator driver's license.

ESSENTIAL PHYSICAL SKILLS:

Must have the physical ability, strength, capability and flexibility sufficient to perform the job functions in the work environment.

ENVIRONMENTAL CONDITIONS:

Works primarily inside in an office environment, and occasionally outside in various weather conditions.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

EXHIBIT "B"

TO EMPLOYMENT AGREEMENT DATED NOVEMBER 7, 2016

DESIGNATION OF BENEFICIARY

Pursuant to the provisions of Subsection 5.E. of the Employment Agreement between the undersigned and the City of Groveland, dated November 7, 2016, the undersigned hereby designates the person or persons named below as the beneficiary(ies) to receive the payments due under said Subsection 5.E. by reason of the death of the undersigned. The undersigned reserves the right to revoke this beneficiary designation at any time by written instrument signed by the undersigned and delivered to the Company.

Dated this ____ day of _____, 2016.

BENEFICIARY(IES):

By:

Gwendolyn Walker

OATH OF OFFICE

I, GWENDOLYN WALKER, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING CITY MANAGER OF THE CITY OF GROVELAND, FLORIDA, AND A RECIPIENT OF PUBLIC FUNDS AS SUCH OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

GWENDOLYN WALKER

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7th day of November, 2016, by GWENDOLYN WALKER, who is personally known to me or who produced _____ as identification, and who did take an oath.

Notary Public, State of Florida at Large
My Commission Expires:



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 10

AGENDA ITEM: Ordinance 2016-11-24: Restructuring of Finance Department

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

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

DATE: November 1, 2016

BACKGROUND: The City Council indicated its desire for the city manager position to also perform the duties of the finance director position. It is necessary for City Council to formalize legislation which imposes the duties of the finance director on the office of the city manager in order to violate the dual office holding provisions set forth in Article II, section 5(a), Florida Constitution.

The job duties of the finance director have been evaluated and those essential job duties have been included in the job duties of the city manager. Certain job duties previously assigned to the finance director are duties which are the city manager's responsibilities under the City Charter. The job duties of other positions within the finance department have also been revised to ensure sufficient internal controls and an appropriate check and balance.

The ordinance provides for Council to reevaluate the imposition of duties after a year, and thereafter, as desired by Council.

STAFF RECOMMENDATION: Motion to Approve Ordinance 2016-11-24

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

ORDINANCE 2016-11-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, IMPOSING THE DUTIES OF THE FINANCE DIRECTOR AS ADDITIONAL EX OFFICIO DUTIES ON THE OFFICE OF THE CITY MANAGER; PROVIDING FOR EVALUATION; CREATING SECTION 2-210 IN CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF GROVELAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to remain in compliance with the provisions of Article II, section 5(a), Florida Constitution, and the doctrine of compatibility; and

WHEREAS, the City Council desires to impose the duties of the finance director on the office of the city manager; and

WHEREAS, the City Council finds it in the best interest of the City to take such action.

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

Section 1: That section 2-210 in Article V, Chapter 2 of the Code of Ordinances of the City of Groveland, Florida is hereby created to read as follows:

Sec. 2-210. – Duties of Finance Director.

- (a) The duties of the finance director are imposed on the office of the city manager. A copy of the duties are on file with the Human Resource Manager of the City.
- (b) The Council will reevaluate the provisions of this section twelve months after its adoption, and unless repealed, will reevaluate thereafter as desired by Council.

Section 2: 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 3: Conflict.

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

Section 4: 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.

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

CITY OF GROVELAND

JOB TITLE: Finance Director

Pay Range: 48 (69,614-107,037)

GENERAL DESCRIPTION:

The Finance Director is responsible for directing and coordinating activities concerning areas of accounting, budgeting, debt administration, utility billing, payroll and accounts payable-purchasing. Work is performed with a high degree of independence, subject to policy direction by the City Manager.

ESSENTIAL JOB FUNCTIONS:

1. Supervises, directs and evaluates assigned staff, processing employees concerns and problems, directing work, counseling, disciplining and completing employee performance appraisals. Conducts interviews and makes hiring recommendations.
2. Coordinates daily work activities, organizes, prioritizes and assigns work, monitors status of work in progress and inspects completed work, consults with assigned staff, assists with complex/problem situations, and provides technical expertise.
3. Performs research and analysis of various issues as needed.
4. ~~Performs general/clerical tasks, which may include answering telephone calls, typing documents, making copies, sending/receiving faxes, filing documentation or processing incoming-outgoing mail.~~
5. Provides assistance or back-up coverage to other employees or departments as needed.
6. Interprets, applies and ensures compliance with established policies/procedures, governmental accounting standards, and all other laws, codes, rules and regulation.
7. Consults with City Manager to review city financial operation, prepares various reports for City Manager and city council.
8. Prepares 5 year CIP-budget and annual operating budget.
9. Provides guidance/assistance to other departments on budget, accounting, purchasing or other issues. Responds to questions or complaints from citizens or city personnel regarding financial issues or department operations.
10. Develops and implements policies and procedures pertaining to financial operation and activities; develops and implements internal control systems and procedures to reduce potential of errors.
11. ~~Balance monthly bank statements which contain 16 different cash accounts.~~

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge of accounting principles and practices.
2. Knowledge of federal, state and local laws, statutes and ordinances pertaining to municipal fiscal affairs and general and special fund accounting.
3. Good communication and customer service skills.
4. Knowledge of office procedures and equipment including computers and financial application software.
5. Skill in the supervising professional and clerical personnel.
6. Skill in communicating effectively orally and in writing, including the development of accounting policy and procedure manuals.

7. Skill in establishing and maintaining effective working relations with Council, City staff and the public.
8. Skill in analyzing financial systems, procedures and controls In order to recommend improvements.

EDUCATION AND EXPERIENCE:

1. Bachelor's degree in finance, accounting, and/or public administration.
2. Minimum 5 years supervisory experience in professional public sector accounting including finance, payroll, budgeting and general accounting or any combination of education and experience that provides the desired knowledge, skills and other characteristics.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

1. CPA

ESSENTIAL PHYSICAL SKILLS:

1. Acceptable vision (with or without correction)
2. Acceptable hearing (with or without correction)
3. Bending
4. Lifting

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

I have read and understand the requirements for this position. I also understand that this job description may change from time to time as needed and without notice.

Signature: _____

Date: _____

CITY OF GROVELAND

JOB TITLE: Finance Director

Pay Range: 48 (69,614-107,037)

GENERAL DESCRIPTION:

The Finance Director is responsible for directing and coordinating activities concerning areas of accounting, budgeting, debt administration, utility billing, payroll and accounts payable-purchasing. Work is performed with a high degree of independence, subject to policy direction by the City Manager.

ESSENTIAL JOB FUNCTIONS:

1. Supervises, directs and evaluates assigned staff, processing employees concerns and problems, directing work, counseling, disciplining and completing employee performance appraisals. Conducts interviews and makes hiring recommendations.
2. Coordinates daily work activities, organizes, prioritizes and assigns work, monitors status of work in progress and inspects completed work, consults with assigned staff, assists with complex/problem situations, and provides technical expertise.
3. Performs research and analysis of various issues as needed.
4. Provides assistance or back-up coverage to other employees or departments as needed.
5. Interprets, applies and ensures compliance with established policies/procedures, governmental accounting standards, and all other laws, codes, rules and regulation.
6. Consults with City Manager to review city financial operation, prepares various reports for City Manager and city council.
7. Prepares 5 year CIP-budget and annual operating budget.
8. Provides guidance/assistance to other departments on budget, accounting, purchasing or other issues. Responds to questions or complaints from citizens or city personnel regarding financial issues or department operations.
9. Develops and implements policies and procedures pertaining to financial operation and activities; develops and implements internal control systems and procedures to reduce potential of errors.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge of accounting principles and practices.
2. Knowledge of federal, state and local laws, statutes and ordinances pertaining to municipal fiscal affairs and general and special fund accounting.
3. Good communication and customer service skills.
4. Knowledge of office procedures and equipment including computers and financial application software.
5. Skill in the supervising professional and clerical personnel.
6. Skill in communicating effectively orally and in writing, including the development of accounting policy and procedure manuals.
7. Skill in establishing and maintaining effective working relations with Council, City staff and the public.
8. Skill in analyzing financial systems, procedures and controls In order to recommend improvements.

EDUCATION AND EXPERIENCE:

1. Bachelor's degree in finance, accounting, and/or public administration.
2. Minimum 5 years supervisory experience in professional public sector accounting including finance, payroll, budgeting and general accounting or any combination of education and experience that provides the desired knowledge, skills and other characteristics.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

1. CPA

ESSENTIAL PHYSICAL SKILLS:

1. Acceptable vision (with or without correction)
2. Acceptable hearing (with or without correction)
3. Bending
4. Lifting

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

I have read and understand the requirements for this position. I also understand that this job description may change from time to time as needed and without notice.

Signature: _____

Date: _____



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: November 7, 2016

ITEM NUMBER: 11

AGENDA ITEM: Resolution 2016-11-30: Splash Park at Lake David
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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: October 26, 2016

BACKGROUND: The City Council heard the recommendation from the Recreation Advisory Committee to construct a splash park at Lake David Park. The City Council indicated its agreement; however, desired to take formal action on the RAC's recommendation and directed that a resolution be brought forward for consideration.

The resolution formalizes the City Council's decision to construct a splash park and to construct the splash park at Lake David Park. It also gives direction to the City Manager of information to gather, and bring forward to Council in the future along with the City Manager's recommendations.

STAFF RECOMMENDATION: Motion to Approve Resolution

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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

RESOLUTION 2016-11-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, DESIGNATING LAKE DAVID PARK AS THE SITE FOR CONSTRUCTION OF A SPLASH PARK; PROVIDING DIRECTIONS TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to construct a splash park within the City of Groveland, and has received information relating to splash parks, splash pads, and water features, including a presentation of the various types of splash parks; and

WHEREAS, the Recreation Advisory Committee has recommended the City Council construct a splash park at Lake David; and

WHEREAS, the City Council finds that Lake David is an excellent location for the City to construct a splash park within the City of Groveland and accepts the Recreation Advisory Committee's recommendation; and

WHEREAS, the City Council desires to formalize its decision to construct a splash park at Lake David Park.

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

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Council hereby designates Lake David Park as the site for the City to construct a splash park.
3. The City Council directs the City Manager to obtain additional information and bring forward to Council recommendations as to a location within Lake David Park to locate the splash park, the size of splash park, proposed splash park features, funding source, estimated cost, proposed timeline for the project, whether a fee should be charged for admittance, staffing requirements, if any, and any other information the City Manager believes is important for Council to provide further direction.
4. This resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Florida, this 7th day of November, 2016.

Tim Loucks, Mayor

ATTEST:



Teresa Maxwell, 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		